REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT

By and Between

SKAGIT REGIONAL HEALTH

and

WASHINGTON STATE NURSES ASSOCIATION

September 13, 2014 – May 31, 2017
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JOINT STATEMENT

Skagit Regional Health (“SRH”) and the Washington State Nurses Association (“WSNA”) hereby issue this Joint Statement regarding our mutual interest and our intentions for working together in the future with mutual respect and cooperation.

SRH and WSNA share the following interests and mutual goals:

We acknowledge that all registered nurses (whether clinical or managerial) have responsibilities to base their actions and decisions on sound professional judgment and adherence to the standards of their profession.

We are committed to providing quality care for our patients and their families.

We believe in working together in partnership to meet the challenges of the changing health care environment.

We seek to promote a work environment that values open and honest relationships that stresses mutual respect, trust and consideration of others. We recognize that all registered nurses play a vital and indispensable role in the delivery of high quality, cost effective, patient care.

We recognize the need to conduct ourselves in a fiscally responsible manner and pledge to act as responsible stewards of the financial resources entrusted to us by the public.

DATED this ____ day of April ____, 2015.

SKAGIT REGIONAL HEALTH

By

Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By

John Tweedy, RN
WSNA Local Unit Co-Chair

By

Stephene Swift RN BSN
WSNA Local Unit Co-Chair
REGISTERED NURSES

THIS AGREEMENT is made and entered into by and between SKAGIT REGIONAL HEALTH (hereinafter referred to as “SRH” the “Employer” or the “Hospital”), and the WASHINGTON STATE NURSES ASSOCIATION (hereinafter referred to as the “Association”).

PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

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 full-time, part-time and per diem registered nurses employed by the Employer as Resident Nurse, Staff Nurse, RN Case Manager and Charge Nurse, at its hospital, associated clinics, or in its Hospice program, subject to the provisions of Article 1.2, excluding head nurses and other supervisors and all other employees.

1.2 Accretion. The Employer also recognizes the Association as the sole and exclusive bargaining agent for all regular full-time and part-time registered nurses employed as registered nurses in urgent care, ambulatory care or other such non-acute care settings, excluding managers, supervisors, and all other employees. The Employer shall have the right to establish and implement the initial terms and conditions of employment for registered nurses at such newly established or new-acquired settings, provided the Employer notifies the Association of such initial terms and conditions. Thereafter, upon request, the Employer shall bargain with the Association over the terms and conditions of employment at such settings.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

2.1 Association Membership. All nurses covered by this Agreement or who are hired after this Agreement shall within thirty (30) calendar days after this Agreement is signed by the parties, or within sixty (60) calendar days after employment, whichever occurs last, become and/or remain a member in good standing of the Association for the term of this Agreement. Newly hired nurses shall be made aware of this provision at the time of orientation. Failure to comply with this condition shall, upon the written request of the Association, result in the immediate discharge of the nurse. The Association shall notify the Employer in writing of the failure of any nurse to remain a member in good standing in violation of this Article. Membership in good standing shall mean the timely payment of Association dues. No request for termination shall be made by the Association until at least twenty-one days after the sending of the notice.

2.1.1 Exception. Notwithstanding the provisions of Sections 2.1 and 2.2 of the Agreement, the parties agree that those nurses employed on May 13, 1997 who were not members of the Association at that time shall have the option of remaining non-members and shall have no obligation to pay dues or an equivalent amount to a charity for the
duration of this Agreement; provided, however, should such a nurse join the Association after this Agreement is ratified, the nurse shall comply with Sections 2.1 and 2.2 thereafter.

2.1.2 Religious Exemption. Employees covered by this Agreement who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining an Association shall contribute monthly an amount equivalent to the regular Association dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association.

2.1.3 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 undertake 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 the Association, and 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 sexual harassment or discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, sexual orientation, age, marital status, or the presence of any physical, mental or sensory disability not relevant to job performance. 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 facilities 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 notify the Assistant Administrator/HR or designee of the intent to transact Association business. The Hospital shall designate a contact position that the Association must notify upon arrival when accessing the premises during hours which Human Resources is not open. The Association representative shall advise the Assistant Administrator/HR 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 subject to general rules applicable to nonemployees, 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 from among the nurses in the bargaining unit. The Local Unit Chairperson or other local unit officer 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. The Association agrees to provide written notice to the Assistant Administrator/HR identifying the local unit chairperson and any other local unit officers within seven days of their selection.

4.3 **Rosters.** Twice a year (in the months of January and July) the Employer shall electronically provide the Association with a list of those nurses covered by this Agreement. This list will contain each nurse’s name, home address, home telephone number, employee ID number, FTE status, base rate of pay, unit, shift, date of hire and seniority date. On or about the fifteenth day of each month, the Employer shall electronically provide the Association with a list of all nurses covered by this Agreement hired during the previous month and all employees moved into positions covered by this Agreement during the previous month. The list shall contain the same information as provided with the semi annual lists, plus a listing of all nurses who are not paying Association Dues/Agency Fees through payroll deduction. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month.

4.4 **Bulletin Board.** A bulletin board shall be maintained for use by the Local Unit in a prominent location where nurses congregate in the hospital and in a prominent location where nurses congregate in each facility operated by the Employer where bargaining unit nurses are employed.

4.5 **Distribution and Introduction of Agreement.** The Employer shall distribute a copy of this Agreement, an Association membership application, Association Introduction Letter and a payroll deduction form to all newly hired nurses at the time of hiring. The cost of printing and providing to the Employer such Agreement and forms shall be initially borne by the Association. Upon request, the Employer shall reimburse the Association for one-half of the reasonable cost of printing the 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.

4.6 **Meeting Rooms.** The Association shall be permitted to use designated premises of the Employer for meetings of the local unit provided meeting room space is available and has been requested in accordance with Hospital policy.

**ARTICLE 5 - DEFINITIONS**

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

5.1.1 **Resident Nurse.** A Registered Nurse whose clinical experience after graduation is less than six months (1,040 paid hours); or who is returning to practice with no current clinical training or experience. Such a nurse shall participate in training under the
direction of a preceptor and shall be responsible for the direct care of limited numbers of patients. Residency shall generally not exceed six (6) continuous months.

5.2 **Charge Nurse.** A staff nurse functioning in a leadership role, providing direction and coordination of personnel. A charge nurse is a primary resource person, knowledgeable of the policies and procedures in the unit and assists staff. The charge nurse job description does not confer supervisory status.

5.3 **Full-Time Nurses.** Nurses who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. Nurses may not unilaterally reduce their FTE.

5.4 **Part-Time Nurses.** Nurses who are regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eighty (80) hours within a fourteen (14) day period. Part-time nurses who feel that they are not properly classified or are not receiving appropriate benefits shall have the right to require a review of their status and, if not satisfied, may submit the dispute to the grievance procedure. Nurses may not unilaterally reduce or increase their FTE.

5.5 **Per Diem Nurses.** Nurses who are not regularly scheduled or who are called to work when needed. Per Diem nurses shall include nurses scheduled on a “call in” basis. Per Diem nurses shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement plus a fifteen percent (15%) wage differential. Per Diem nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay, certification premium and premium pay for actual hours worked on a holiday in accordance with the applicable provisions of this Agreement. Per Diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Except as provided in Section 5.5.1, a full-time or part-time nurse who transfers to per diem status or who takes a non-bargaining unit position with the Employer shall have his/her seniority “frozen” until such time as the nurse obtains another full-time or part-time position within the bargaining unit. A full-time or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status, but shall not accrue additional seniority while employed in per diem status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Per diem nurses shall make themselves available to work at least four (4) shifts per four (4) week posted work schedule, two (2) of which must be weekend or evening/night shifts and at least one (1) major holiday (Christmas Eve, Christmas Day and New Year’s Day) per year if the nurse’s primary department is staffed during such days/shifts. Per diem nurses shall contact the appropriate scheduler prior to the date upon which the published schedule is to be issued and provide a list of the days (including weekends) that the per diem nurse is available to work during the period of the schedule. If the per diem nurse is not placed on the published schedule, the nurse shall not be required to continue being available for the identified date. Per diem nurses who feel that they are not properly classified or are not receiving appropriate benefits or any other nurse who feels that per diem nurses are regularly working sufficient hours on shifts that could be reasonably combined to create a position of a .3 FTE or more for a period of more than three (3) consecutive months, shall have the right to require a review of the potential for posting such a position and, if not satisfied, may submit the dispute to the grievance procedure. When reviewing whether an FTE’d position may be posted
based upon shifts regularly worked by per diem nurses, shifts worked by Per Diem nurses to
cover for a nurse on a leave of absence shall be excluded.

5.5.1 Per Diem Seniority. The Employer shall begin tracking per diem hours worked
by each per diem nurse after 6/1/99. After one (1) calendar year and at least two hundred
(200) hours worked, per diem nurses shall be awarded seniority for purposes of bidding
on job postings as provide herein. Per Diem seniority shall only be relative to other per
diem nurses and nurses applying for positions from outside SRH and shall be based upon
the number of hours worked in per diem status after 6/1/99. When a per diem nurse is
awarded an FTE’d position, the nurse’s per diem seniority hours shall be posted on the
nurse’s PAF and placed in the nurse’s personnel file. If the nurse later returns to per
diem status, the nurse’s per diem seniority shall be restored.

5.5.2 Failure to Work. Regardless of whether a per diem nurse has made
himself/herself “available” to work pursuant to Section 5.5, if such nurse is not otherwise
on a leave of absence and fails to work (excluding education or in-service hours) at least
two shifts in a rolling six (6) month period, the Employer may administratively terminate
the nurse’s employment for failure to work.

5.6 Wage Premium in Lieu of Benefits. In lieu of Annual Leave, Sick Leave, Health, Life,
Long Term Disability, Accidental Death and Dismemberment and Dental insurance benefits,
full-time (1.0 FTE) and part-time nurses (0.1 – 0.9 FTE) may elect a fifteen percent (15%) wage
premium. Premium paid nurses shall accrue seniority but shall not be eligible for the above-listed
benefits provided for in this Agreement. This election must occur annually on dates designated
in advance by the Hospital. For nurses who hold a .5 FTE or above, benefits may only be
waived, providing the nurse presents the Employer with written evidence that the nurse is
covered by health insurance elsewhere, and providing the application for enrollment is approved
by the insurance carrier. Nurses will be given advance notice of the enrollment dates. After the
decision to receive either compensation plus benefits or compensation plus premium pay in lieu
of benefits has been made by the nurse, no change in that compensation status will be allowed
except as provided herein. Nurses electing this Premium In Lieu of Benefits may be required to
participate in certain benefits at their own expense if currently a plan requirement that all eligible
employees participate (.8 FTE for Life and .6 FTE for LTD Insurance).

5.7 Specialty Educator. A staff nurse with added responsibility to provide ongoing clinical
education and development of staff in a given department or departments. The Specialty
Educator may also develop the defined preceptor program used to guide the new skill
development of new health care employees. Specialty educators may function as a preceptor if
they perform the ‘hands on’ training of new health care employees enrolled in the defined
preceptor program in addition to taking a patient load. Specialty Educators are not supervisory
employees.

5.8 Preceptor. A preceptor is an experienced nurse who, in addition to assuming a patient
care role, is proficient in clinical teaching who is specifically responsible for planning,
organizing, implementing, and evaluating the new skill development of a health care employee
enrolled in a defined program or a senior student nurse who does not have a clinical instructor
on-site, the parameters of which have been set forth in writing by the Employer. Inherent in the
preceptor role is the responsibility for specific, criteria-based, and goal-directed education and
training for a specific training period. Nursing management will determine the need for
preceptor assignments. Only nurses with an FTE of .5 or above will be eligible to serve as
preceptors. Where possible, charge nurses shall take preceptor responsibilities into consideration
when making patient assignments. It is understood that staff nurses in the ordinary course of
their responsibilities will be expected to participate in the general orientation process of new
health care employees. This would include the providing of informational assistance, support
and guidance to new health care employees.

5.9 **Overriding Factors.** Skill, ability, experience or qualifications may be considered to be
“overriding factors” when, considering such attributes, a nurse is deemed materially more
qualified for an assignment than other nurses being considered for the assignment.

5.10 **Float Pool Nurse.** A float pool nurse is a staff nurse who has the competency and is able
and willing to work in three (3) or more clinical units and has applied for and been accepted into
a Float Pool position. A float pool nurse may be required to work in any clinical unit for which
she or he has the required competency.

**ARTICLE 6 - PROBATION AND TERMINATION**

6.1 **Probation.** The first 520 paid hours of continuous employment shall be considered a
probationary period. The probationary period may be extended up to an additional 260 hours by
the mutual written agreement of the Employer and the nurse involved. A nurse shall attain non-
probationary nurse status upon successful completion of the probationary period.

6.2 **Notice of Resignation.** Non-probationary nurses shall give not less than fourteen (14)
calendar days’ prior written notice of intended resignation.

6.3 **Discipline and Discharge.** Nurses who have successfully completed their probationary
period shall not be disciplined or discharged without just cause. Such nurses disciplined or
discharged for cause 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 nurse will be given a copy of all
disciplinary actions. 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 **Normal Work Week.** The normal work week shall consist of forty (40) hours within a
seven (7) day period or eighty (80) hours within a fourteen (14) day period.

7.2 **Normal Work Day.** The normal work day shall consist of eight (8) hours, ten (10) hours
or twelve (12) hours, plus an unpaid meal period of one-half (½) hour. Any change from one
normal work day to another normal workday or to the starting or ending time of a nurse’s normal
work day shall be mutually agreeable between the nurse and the nurse’s manager/supervisor.
7.3 Normal Work Week Schedule

1) The normal work week schedule for 8 hour days is based on five (5) 8 hour days within a seven day period or ten 8 hour days within a fourteen day period.

2) The normal work week schedule for 10 hour days is based on four (4) 10 hour days within a seven day period or eight 10 hour days within a fourteen day period.

3) The normal work week schedule for 12 hour days is based on three (3) twelve hour days within a seven day period or six 12 hour days within a 14 day period.

7.4 Innovative Work Day or Work Week Schedule. Where mutually agreeable to the Employer, the Association and the nurse(s) concerned, other innovative (non-normal) work days or work weeks may be established. Education days, sick leave, and annual leave will be paid (not earned or accrued) in either eight (8) hour, ten (10) hour or twelve (12) hour increments or in increments equal to the nurse’s innovative work shift, at the nurse’s option, to be exercised by the nurse no more frequently than once per calendar year. A nurse working an innovative work schedule who wishes to discontinue working such schedule may apply for other open positions. An innovative work day or work week schedule shall be considered reinstated automatically following any period of paid or unpaid leave or recall from layoff unless the innovative workday or work week schedule is no longer available.

7.5 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 or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. Nurses shall also receive a premium pay rate of time and one-half their regular rate of pay for time worked in excess of their scheduled shift of at least eight (8) hours, regardless of their overtime schedule. All overtime, including “daily overtime,” must be properly authorized by the Employer.

7.6 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1½) times the nurse’s regular hourly rate of pay. For purposes of computing overtime, the nurse’s regular hourly rate of pay shall include shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shifts as well as certification and education pay. All time worked in excess of twelve (12) consecutive hours shall be paid for at double the employee’s regular hourly rate of pay unless the nurse is scheduled for a 10 or 12 hour shift, in which case double time shall be paid only for time worked beyond the 14th consecutive hour. Overtime shall be computed to the nearest one-quarter (1/4) hour.

7.7 Mandatory Overtime. The Hospital shall comply with any State and Federal laws regarding the prohibition of mandatory overtime.

7.8 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.

7.9 Callback. A nurse called to work from scheduled standby status, shall be paid at one and one-half times (1½ x) the nurse’s regular rate of pay for all hours worked, with a minimum of
two (2) hours. Nurses who work in excess of twelve (12) consecutive hours in callback or in excess of twelve (12) hours in a twenty-four (24) hour period, beginning with the start of the nurse’s regular or standby shift shall be paid for at double the employee’s regular hourly rate of pay.

7.9.1 Low Census Callback. Nurses called to work from low census standby shall be paid for their entire scheduled shift, regardless of the actual number of hours worked after being called back to work unless the nurse works beyond his/her scheduled shift, in which case the nurse will be paid for additional hours at the appropriate rate.

7.10 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (½) hour (or as designed in the Hospice and/or Clinic Addenda) and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during this meal period shall be compensated for such work at the appropriate rate.

7.10.1 12-Hour Shifts. Nurses scheduled for a 12-hour shift shall receive one (1) unpaid half-hour meal period and three (3) paid 15-minute breaks per shift.

7.11 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. Any nurse who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive Four Dollars ($4.00) per hour as a weekend premium added to the nurse’s regular rate of pay for each hour worked on the weekend. 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 straight-time hourly rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter, and in addition shall receive the weekend premium of Four Dollars ($4.00) for each weekend hour worked as defined above. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

7.12 Work on Day Off. All full-time nurses 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 nonscheduled day. In cases of exceptional staffing needs, the Employer can declare a shift or shifts as “Bonus Shifts.” Nurses with an FTE of .6 or above agreeing to work such shifts will be paid time and one-half their regular rate of pay for all hours worked on the “Bonus Shift.” The Employer may determine that it will offer double time to nurses picking up a “Bonus Shift” who are already eligible for time and one-half on that shift.

7.13 Rest Between Shifts. Unless performing stand-by duty, each nurse shall have an unbroken rest period of at least ten (10) hours between shifts unless otherwise mutually agreeable to the Employer and the nurse. Any time worked without ten (10) hours rest shall be paid for at one and one-half the nurse’s regular rate of pay.

7.14 Work Schedules. Work schedules and days off shall be posted prior to the 20th of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time. The Employer will make
reasonable efforts to maintain a nurse’s regularly scheduled day off. A nurse who has a concern with a posted schedule changing the nurse’s regularly scheduled day off is encouraged to bring his/her concerns to the manager/scheduler.

7.15 **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 contemplated to be a recurring practice, it shall be addressed in the Conference Committee, prior to implementation. If shift rotation is necessary, and if skill, ability, experience, competence or 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.

7.16 **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 five (5) consecutive work days.

7.17 **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 (1½) times the regular rate of pay. Hours worked from the beginning of the scheduled shift through the end of the scheduled shift will be at the nurse’s regular rate of pay.

**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 attached hereto and made a part of this Agreement.

8.2 **Salary and Benefit Computation.** For purposes of this Agreement and the method of computing sick leave, annual leave, and other conditions of employment, except as otherwise provided for herein, a “year” shall be defined as 2080 hours of work. For purposes of computing longevity (wage) increments and annual leave progression steps, a “year” shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wage and benefits not to exceed 2080 hours within any twelve (12) month period. 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 fringe benefits. Nurses shall be eligible to receive accrued benefits on a calendar year basis, but their benefits shall be computed on the basis of actual hours paid, including overtime and low census hours up to two thousand eighty (2,080) paid hours. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.3 **Recognition of Previous Experience for Newly Hired Nurses.** Nurses newly hired into the bargaining unit shall be placed at the appropriate step of the wage scale (Appendix B) based upon a year-for-year relevant experience credit. The Employer shall record and maintain the
submitted applicable previous work experience and credit for experience for each newly hired nurse.

8.3.1 The total number of months of work experience as a registered nurse shall be determined. A nurse will be considered to have worked a full month in any month the nurse performed nursing work.

8.3.2 The nurse will specify the employer and nature of nursing care provided with each employer.

8.3.3 Work experience will be segregated into months worked in an Acute Care Setting, Hospice Care Setting or Clinic Care Setting (collectively “Care Setting”). For purposes of this provision, acute care experience shall mean months worked as a registered nurse in an acute care hospital. The Employer may, at its discretion, consider other experience as equivalent to relevant Care Setting experience.

8.3.4 For each month of previous experience, the nurse shall indicate his/her FTE status and/or average number of hours worked.

8.3.5 The nurse shall indicate any breaks in experience where the nurse was not employed in a nursing capacity.

8.3.6 Months of previous relevant experience will be translated into years of previous experience by dividing total months of experience credit by twelve (12) (rounded up to the next higher year when six or more months experience credited).

8.3.7 Based upon the nurse’s experience (which may be subject to verification by the Employer), the nurse shall receive credit for past experience as follows:

8.3.7.1 Acute Care Setting Experience When Hired Into An Acute Care Position, A Hospice Position Or A Clinic Position: OR Hospice Care Setting Experience When Hired Into A Hospice Position: OR Clinic Care Setting Experience When Hired Into A Clinic Position.

a) One month of service for each month of previous care setting experience the nurse held a .8 FTE or greater or worked at least an average of sixty-four (64) hours per pay period when such experience was gained without a subsequent break in work experience greater than five years (60 months);

b) One-half months of service for each month of previous care setting experience the nurse held a .8 FTE or greater or worked an average of sixty-four (64) hours per pay period when such experience came before a break in work experience greater than five years (60 months) and if in the sole discretion of SRH the break in service does not negatively impact the nurse’s clinical skills.

c) One-half months of service for each month of previous care setting experience the nurse held less than a .8 FTE or worked an average of less
than sixty-four (64) hours per pay period when experience was gained without a subsequent break in work experience greater than five years (60 months).

d) One-quarter months of service for each month of previous care setting experience the nurse held less than a .8 FTE or worked an average of less than sixty-four (64) hours per pay period when such experience came before a break in work experience greater than five years (60 months) and if in the sole discretion of SRH the break in service does not negatively impact the nurse’s clinical skills.

8.3.7.2 Hospice Care Setting Experience When Hired Into An Acute Care Position Or A Clinic Position: OR Clinic Care Setting Experience When Hired Into An Acute Care Position OR A Hospice Position: OR Relevant Non-Care Setting Experience When Hired Into A Hospice or Clinic Position.

a) One-half months of service for each month of previous care setting experience or relevant, as solely determined by SRH, non-care setting experience when such experience was gained without subsequent break in work experience greater than five years (60 months);

b) One-quarter months experience for each month of previous care setting experience or relevant, as solely determined by SRH, non-care setting experience when such experience was gained with subsequent break in work experience greater than five years (60 months) and if the break in service does not negatively impact the nurse’s clinical skills as solely determined by SRH.

8.4 Charge Nurse Premium. The parties agree that charge nurse responsibilities are assigned to only one (1) nurse on a shift on a unit. Therefore, there will be no overlapping of charge pay. The Charge Nurse premium shall be Two Dollars ($2.00) per hour which shall not be included in a nurse’s regular rate of pay. However, nurses who hold charge nurse positions that were obtained through the posting process (Regular Charge nurses), shall receive the charge nurse premium for paid leave hours but not while working in a non-charge capacity. A Staff Nurse assigned the responsibilities of the Charge Nurse position shall be compensated at the Charge Nurse rate of pay during the period of assignment.

8.5 Standby Pay. Nurses placed on stand-by status off hospital premises shall be compensated at the rate of Three Dollars ($3.00) per hour of stand-by duty. Stand-by duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. The Employer shall continue its past practices with respect to the availability of paging devices.

8.5.1 Scheduled Standby. Nurses called in to work from scheduled standby status shall continue receiving standby pay in addition to call back pay.
8.5.2 Low Census Standby. Because nurses called to work from low census standby will be paid for their scheduled shift as if they had not been placed on standby, such nurses shall not receive standby pay for such shift.

8.6 Shift Differential. Nurses assigned to the second (evening) shift shall be paid a shift differential or premium of Three Dollars and Twenty-Five ($3.25) per hour over the regular hourly rate. Nurses assigned to the third (night) shift shall be paid a shift differential or premium of Four Dollars and Seventy-Five Cents ($4.75) per hour over the regular hourly rate.

8.6.1 Calculation of Shift Differential. Evening shift differential shall be paid for all hours worked if fifty percent (50%) or more a majority of the shift falls after 3:00 p.m. Night shift differential shall be paid if fifty percent (50%) or more of hours worked fall between 11:00 p.m. and 7:00 a.m.

8.7 Certification and Education Premiums. SRH values the contribution of nurses who receive their certification and desires to provide funds for such nurses to use to attend continuing education offerings and to pay for other costs associated with maintain their certification. To this end, nurses certified by ANA or a specialty nurse organization who are regularly scheduled to work in the area of their certification shall receive a premium of One Dollar ($1.00) per hour. SRH also values the contribution of nurses who obtain a BSN. To this end, nurses who have a BSN shall receive a premium of one dollar and fifty cents ($1.50) per hour. Nurses must submit evidence of the BSN degree and will receive the BSN premium beginning with the first full payroll period following submission of the documentation.

8.8 Preceptor Pay. Nurses who are assigned as a Preceptor shall receive One Dollar and Twenty-five cents ($1.25) per hour over the nurse’s regular rate of pay for all time spent working as a Preceptor.

8.9 Specialty Educator Premium. Nurses holding positions as Specialty Educators shall receive an additional One Dollar Fifty cents ($1.50) per hour for shifts spent performing specialty educator duties. Specialty Educator nurses shall receive the premium during periods of paid leave according to the portion of the nurse’s FTE allocated to the Specialty Educator job description.

8.10 Float Pool Premium. Float pool nurses with a .6 FTE or above in the float pool will receive a premium of Two Dollars per hour ($2.00). Float pool nurses with a .6 FTE or above and who have a competency in at least one critical care unit (ICU, PACU or ED) will receive an additional float pool premium of Two Dollars per hour ($2.00) for a total of Four Dollars ($4.00) per hour.

**ARTICLE 9 - ANNUAL LEAVE**

9.1 Accrual. Full-time and part-time nurses shall receive annual leave benefits based upon hours of work, depending on years of service, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Leave Hours</th>
<th>Accrual Rate</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 3 years</td>
<td>136 hours</td>
<td>.06538/hr.</td>
<td>272 hours</td>
</tr>
</tbody>
</table>
9.2 Scheduling. The goal of these procedures is fairness. Nothing in this section precludes the flexible and equitable scheduling of vacation time. It is understood that, as a general rule, the Hospital is committed to being able to approve at least one nurse per shift per unit to be off on Annual Leave at any time. Beyond that, departmental needs, vacancies, leaves of absence, etc. must be considered before additional annual leave requests may be approved.

Nurses may request as much annual leave time off as the nurse has accrued, or can reasonably be expected to accrue by the time the leave would take effect. A registered nurse’s use of annual leave must be requested in writing and approved in advance by the Department Manager, who may give preference in scheduling to nurses who request annual leave in blocks of one week or longer over nurses who request individual days off.

Nurses shall not be required to find their own replacements for annual leave requests submitted in advance of a posted schedule, but requests received after a work schedule has been posted must be accompanied by the name of the registered nurse who has agreed to replace the nurse on the schedule. Accrued annual leave may also be taken during periods of absence and during periods of low census when, in the Employer’s opinion, the registered nurse’s presence is unnecessary. Approved annual leave shall not be affected by later requests unless mutually agreeable. The Hospital will make a good faith effort to schedule weekends off before and after annual leave. Extended vacation requests of three weeks or more may be approved on a rotational basis. Where practical, requests for paid time shall take precedence over requests for unpaid time. Nurses receiving pay in lieu of benefits shall accrue and be eligible to take, unpaid annual leave under the same rules as nurses taking paid annual leave. In addition to the foregoing general provisions, annual leave requests shall be subject to the following:

9.2.1 First Requested, First Approved. Annual leave requests, except as provided in 9.2.2 and 9.2.3 below, should be approved on a first, come first approved basis. Nurses are encouraged to present written requests for annual leave as far in advance as is possible but not less than two (2) weeks before the work schedule is posted. In the case of conflicting requests by nurses for annual leave or limitations imposed by the Employer on annual leave requests, length of service shall prevail in assigning annual leave provided the skills, abilities, experience, competence or qualifications of the nurses affected are not significant factors as determined by the Employer. No nurse may bump an approved vacation on the basis of seniority.

9.2.2 May to October. On February 1, the Employer shall post a blank calendar for the purpose of soliciting registered nurses’ vacation requests for the period from the first of May through the end of October. In addition to marking the calendar, registered nurses shall submit written requests on forms to be provided by the Employer which will indicate the nurse’s first and second preferences for annual leave time off during this period. On the last day of February, the Employer shall remove the vacation calendar to
review requests. Final vacation calendars shall be posted no later than March 31. Subsequent requests for available time off between May and October shall be approved on a first-come-first-served basis.

9.2.3 November to April. The procedures for Annual Leave vacation requests shall be the same as in 9.2.2 except that the blank calendar shall be posted on August first and removed on August 31. The calendar showing approved vacations shall be posted by October 1.

9.2.4 Holidays. Thanksgiving, Christmas or New Year’s day may be assigned on a rotational basis, not subject to annual leave requests.

9.2.5 Long Range Vacation Planning. Vacations that require long term advance reservations or time commitments involving others can be requested twelve months in advance to assure reservations and planning. Nurses will receive a written reply within thirty (30) days of submittal of the request whether or not the request is approved. Nurses are expected to consult with the vacation-planning calendar prior to submitting requests.

9.3 Pay. Annual leave pay shall be the amount which the nurse would have earned had the nurse worked during that period at the nurse’s regular rate of pay.

9.4 Payment Upon Termination. After completion of one (1) year’s employment, nurses shall be paid upon termination of employment for any annual leave credits earned but not used unless the nurse fails to provide the Employer with the required fourteen (14) days’ prior written notice of intended resignation.

9.5 Work on Holidays. Full-time and part-time nurses required to work on the following holidays shall be paid at the rate of one and one-half (1½) times the nurse’s regular rate of pay: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Designated holidays begin at 10:45 p.m. on the eve of the holiday and end at 11:15 p.m. the evening of the holiday.

9.6 Designation of Holidays. The Conference Committee shall be responsible for determining when holidays shall be observed on evening and night shifts. Such determination shall be made on a hospital-wide basis and for the duration of this Agreement.

ARTICLE 10 - SICK PAY

10.1 Accumulation. Upon completion of the probationary period, nurses shall accumulate paid sick leave benefits at the rate of .0462 hours of sick leave on each hour worked, including low census and overtime hours, up to a maximum accrual of 3.7 hours/pay period (96 hours/year). Sick leave hours may be accumulated up to a maximum accumulation of 720 hours. Sick leave accrued beyond 720 hours shall be converted to cash on an annual basis at the rate of thirty percent (30%) of the excess accrued.

10.2 Notification. Any payment for time off due to sickness shall be subject to notification of absence which shall be given to the Employer as soon as possible on the first day of absence.
10.3 Discipline for Abuse. The parties recognize that sick leave may be used as specified in Section 10.4 of this Agreement. The parties also recognize that sick leave is to be used for genuine sickness or injury and is not accrued leave as is Annual Leave. The parties further agree that the use of sick leave as “wellness” time is not acceptable under circumstances inclusive of single infractions resulting in paid time due to absenteeism. Improper use of sick leave constitutes just cause for disciplinary action.

10.3.1 Documentation. The Hospital has the right to request a nurse to provide documentation from the nurse’s health care provider establishing the need/basis for absence from work due to a condition described in Section 10.4 herein. If the nurse has received treatment from a health care provider, the nurse shall provide said documentation if requested by the Hospital. Such documentation from the nurse’s health care provider shall reflect sufficient information to allow the Hospital to determine whether the absence was justified, but said documentation need not reveal the specific diagnosis. The Hospital’s right to request such documentation for sick leave requested is subject to the following conditions:

a. The Hospital has a reasonable suspicion that the nurse has misused sick leave; or

b. The Hospital has identified a suspicious pattern of sick leave usage (e.g., repeated absences in conjunction with weekends and/or holidays); or

c. A nurse has more than five (5) sick leave occurrences in a rolling six-month period. A single occurrence shall be construed to mean consecutive days off for the same illness/injury of the nurse or the nurse’s dependent child. For example, if the nurse is scheduled to work on Monday, Wednesday and Thursday and misses each of these days due to a continuing illness of the nurse’s dependent child, it shall be considered a single occurrence.

10.3.2 Future Documentation. If in response to a request under Section 10.3.1, the nurse is unable to provide documentation from a health care provider of the use of sick leave consistent with the provisions of Section 10.4, the Hospital may require the nurse to provide such documentation with respect to any future sick leave requests for a reasonable period of time inclusive of up to the next six months and the nurse will be notified of such requirement and will comply with such requirement. Non-compliance will result in disciplinary action. The documentation need not reveal the specific diagnosis but must include sufficient information to allow the Hospital to make a reasonable assessment of the validity of a sick leave request.

10.3.3 Falsifying Documentation. If in response to a request under Section 10.3.1, the nurse may be subject to discipline for falsifying sick leave documentation or for use of sick leave for reasons other than those set forth in Section 10.4 of this Agreement.

10.4 Use of Sick Leave. Paid sick leave benefits shall be paid at the nurse’s regular rate of pay for an illness or injury which has actually incapacitated the nurse and prevented the nurse from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion and childbirth, but excluding child care and breast feeding. Sick leave may also be used
for illness or injury of a nurse’s child (including a child over 18 incapable of self care because of a disability) requiring treatment or supervision, or for the serious or emergent health condition of a nurse’s spouse, parent, parent-in-law, or grandparent as provided by applicable state or federal law.

10.5 **Worker’s Compensation.** 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 regular sick pay benefits otherwise payable.

10.6 **Excessive Absenteeism.** Nurses will not be disciplined or downgraded on their evaluations for legitimate use of accrued sick leave. In cases of excessive absenteeism, the Employer may take appropriate action, *e.g.*, counseling, referral, leave status and/or discipline.

**ARTICLE 11 SENIORITY, LOW CENSUS, LAYOFF AND RECALL**

11.1 **Seniority.** Seniority shall be determined by a regular nurse’s most recent date of hire by the Employer as a full-time or part-time registered nurse, except that, for nurses who were employed as registered nurses on May 13, 1997, seniority shall be measured from the nurse’s most recent date of hire as full-time or part-time employee of the Employer, in any capacity.

11.2 **Low Census.** Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours report pay at the straight-time rate. The Employer shall continue its efforts to provide at least two (2) hours prior notice of low census day off. Low census call will be voluntary whenever feasible. Procedures for insuring effective contact and communication between nurses and the hospital shall be referred to the Conference Committee. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, low census days will be rotated equitably among all nurses, registry nurses first, then volunteers, then nurses receiving time and one-half or double time overtime/premium except those nurses working a scheduled shift, per diem staff and part time staff working an extra shift. Nurses may also be offered the option or may be assigned to float to areas where they are needed, qualified and recently oriented on the basis of the nurse having completed a written technical skills checklist for the area, or to be oriented to a new area, or to take an indirect patient care assignment. Floating is primarily intended to be used to address fluctuations in census and employee absences. No nurse shall be required to float more than twice per shift. Regular full-time and part-time nurses will be given priority over casual and/or per diem nurses for filling regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence or qualification are not overriding factors 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. Generally low census is house wide, meaning there is only one 48 hour cap. Except that there shall be no such limit for nurses in a unit that has been mutually agreed by WSNA and SRH to be identified as a “closed” unit. Low Census hours will be tracked by the Employer but nurses who believe they have reached their cap and do not want to be low censused must notify the individual advising them of the low census assignment at the time the need for low census is being identified. The nurse may request of their manager or nursing
office staff to determine accumulated low census hours and the nurse’s place in rotation in relation to other core staff on his/her unit.

11.2.1 Orientation in Lieu of Low Census. Although nurses may be offered to orient to a new Clinical Care Group in lieu of low census, such an assignment will not be made without the nurse’s consent to any unit outside of the nurse’s Clinical Care Group. This provision does not apply to Float Pool nurses who are hired specifically to be oriented to multiple areas within the hospital.

11.3 Election of Layoff. Upon a majority request of the bargaining unit members of the Conference Committee, a secret ballot election will be conducted to determine whether a majority of the nurses eligible to vote believe that a layoff should occur instead of continuing low census days. The timing and procedures for conducting such an election, as well as voter eligibility, shall be determined by the Conference Committee. At least sixty percent (60%) of those eligible to vote must vote to validate the election, and a majority of those eligible to vote shall be determinative. A vote in favor of a layoff shall be honored by the Employer. The Employer retains the right to unilaterally implement layoffs as it deems necessary or appropriate, subject to Section 11.4.

11.4 Layoff Determinations. The parties recognize that, to the extent feasible, reductions in workforce should be accomplished through attrition. If the Employer wishes to implement a layoff of Registered Nurses, the Employer shall first meet with the Association to explain the rational for the proposed layoff as well as to collaboratively explore concerns which may be raised and possible solutions.

11.5 Layoff. It is recognized that nurses are assigned to a specific unit or units within SRH to work on a designated shift or shifts for a specified number of hours (FTE) per week or pay period. Accordingly, a nurse may not be subjected to a mandatory change in shift, FTE or unit outside the nurse’s Clinical Care Group for an indefinite period of time without the following procedures being followed.

11.5.1 Definitions. As used in this Section, the following terms shall have the following meanings:

“Layoff” shall mean any mandatory full or partial reduction in a nurse’s hours, a change from one normal work day to another or a mandatory change in shift or unit outside the nurse’s Clinical Care Group (not to include routine floating assignments) for an indefinite period of time.

“Qualified” means the ability to independently provide, based on the job description, safe, direct patient care on the unit with up to four (4) weeks of retraining. There will be a presumption that nurses can bump as outlined in Appendix C with up to four (4) weeks of retraining.

“Clinical Care Groups” are defined in Appendix C.
“Displaced Nurse” is a nurse whose position has been eliminated by the Hospital during a layoff but the nurse’s seniority allows the nurse to avoid layoff by bumping into the position(s) of a least senior nurse(s).

“Low Seniority Roster” The “Low Seniority Roster” shall be a listing of the positions of the least senior full-time and part-time employees in affected Clinical Care Group of the bargaining unit. The Low Seniority Roster shall identify positions, by unit, shift and FTE in the affected Clinical Care Group. The size of the Low Seniority Roster will be the eight (8) least senior positions in the bargaining unit (including any vacant positions that have not been filled in accordance with Section 11.6.1 of this Article).

11.6 Layoff Procedure. In the event of a layoff, the following procedures shall be followed:

11.6.1 Vacant Positions Posted. Prior to implementing a layoff, the Hospital shall post any vacant positions to be filled according to the job posting provisions of this Agreement.

11.6.2 Notice/Meeting. The Hospital will give at least thirty (30) calendar days’ advance written notice of a layoff to the Association, the Local Unit Chairperson and any nurses who may be laid off. The Hospital and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff as well as possible alternatives to layoff. The Association and the Hospital shall meet until the layoff procedures have been completed in order to address issues which may arise. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

11.6.3 Seniority Roster. Contemporaneous with providing the above Notice of Layoff, the Hospital shall provide the Association with a current Roster of each of the nurses in the affected Clinical Care Group in the Bargaining Unit listing each nurse’s seniority, unit(s), shift(s) and FTE. The roster shall list nurses by inverse order of seniority so that the least senior positions are readily identifiable.

11.6.4 Identification of Affected Positions. Within the time frames set forth herein, the Hospital shall identify the unit(s), shift(s) and number of FTEs which will be affected.

11.6.5 Bidding and Bumping Rights. The new unit structure and number of positions/FTE’s will be posted. Bidding on new positions/FTE’s shall be done by seniority starting with the most senior nurse and moving down the seniority roster. It is the intent of this process to allow Displaced Nurses, by seniority, to maintain, but not increase, their FTE, except as provided herein. Accordingly, Displaced Nurses shall have the following rights to bump into positions of less-senior nurses in accordance with Appendix C (“Clinical Care Groups”) and as follows:
11.6.5.1 **Within a Unit.**

1) **Same FTE and Shift.** If the least senior nurse’s position is on the same shift and with an equal FTE as the Displaced Nurse, the Displaced Nurse must bump into that position,

2) **Same FTE.** If the least senior nurse’s position on either of the other shifts has an equal FTE to that of the Displaced Nurse, the Displaced Nurse may bump into that position; or ,

3) **Lesser FTE.** If the least senior nurse’s position on either of the other shifts has fewer hours than that previously held by the Displaced Nurse, the Displaced Nurse may also bump into the portion of the next least senior nurse, necessary so that the Displaced Nurse retains a position at the Nurse’s pre-layoff FTE.

4) **Greater FTE.** If the least senior nurse’s position has more hours than the Displaced Nurse’s position, the Displaced Nurse may elect to bump into only that portion of the least senior nurse’s position required to allow the Displaced Nurse to retain the nurse’s pre layoff FTE.

5) At the end of the bidding process on the unit, a nurse that does not exercise options 2-4 is eligible to bump outside unit as follows.

11.6.5.2 **Outside of Unit.** A Displaced Nurse may choose to bump outside his/her unit in accordance with Appendix C (Clinic Care Groups) from the Low Seniority Roster. The most senior nurse subject to layoff shall be the first to select from the Low Seniority Roster. The nurse may select any less senior position-or reasonable combination of positions from the Low Seniority Roster for which the nurse is qualified in order to allow the nurse to retain up to the nurse’s pre-layoff FTE. Nurses bumped from the Low Seniority Roster shall be considered Displaced and shall be given the opportunity to select other less-senior positions from the Low Seniority Roster, if any, according to their seniority. By seniority, nurses will be allowed to select positions or reasonable combinations of positions from the Low Seniority Roster until no less senior positions remain for which Displaced Nurses are qualified. **NOTE:** If positions on the same unit and shift appear on the Low Seniority Roster, the least senior position shall be bumped prior to affecting the position of the more senior nurse.

11.6.5.3 **Split Positions.** Unless mutually agreed otherwise, if by bumping into only the nurse’s pre-layoff FTE portion of another nurse’s position, the nurse would leave a position with less than a .6 FTE, the nurse may be required to bump
into the entire position unless it would increase the nurse’s FTE above the nurse’s pre-layoff FTE level.

11.6.5.4 Positions. In the event a Displaced Nurse bumps into the positions or portions of positions of more than a single nurse, the nurse shall be deemed to hold a single position/FTE following the bumping; provided, however, a nurse electing to combine positions by bumping may be required to fill all requirements of each position, including standby and weekend coverage (without receiving the 1½x premium provided by Article 7.11 Weekends). Upon request of the nurse, the Conference Committee shall review the applicable schedules to determine whether an every other weekend schedule can be developed.

11.7 Nurses May Choose Layoff. Any nurse may choose to be laid off and accept a severance package offered by the Employer rather than exercise his/her seniority rights to bump into the position of a less senior nurse without affecting the nurse’s recall or other rights.

11.8 Use of Laid Off Nurses. Nurses on layoff may transfer to Per Diem status while waiting to obtain a regular position, without affecting the nurse’s right to bid on a position under the Recall provisions herein. Such nurses who have notified the Hospital of a desire to pick up extra shifts shall be given the first opportunity to work additional shifts as needed before such shifts are offered to other Per Diem nurses. To the extent feasible, such shifts will be offered to nurses on layoff 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 on layoff may complete a form listing the shifts and units where the nurse feels qualified to work.

11.9 Use of Paid Leave. Nurses shall receive payment for all accrued paid leave at the time of layoff, unless the nurse requests, in writing, deferral of such payment in which case, a nurse on layoff status shall be paid accrued paid leave up to two (2) times during the twelve (12) month recall period. In any event, any remaining accrued leave shall be paid to a nurse at the end of the twelve (12) month recall period.

11.10 No New Hires. As long as any nurse remains on layoff status, the Hospital shall not newly employ nurses into the Bargaining Unit until all qualified nurses holding recall rights have been offered the position.

11.11 Recall. In the event of a layoff, the names of laid-off nurses shall be placed upon a reinstatement roster for a period of twelve (12) months from the date of layoff. Recall to a temporary position shall not affect a nurse’s recall rights. If a nurse is unable to obtain a regular position (full-time or part-time) within the 12 month recall period, the nurse’s seniority shall be lost.

11.11.1 Notice of Recall. Nurses on the recall roster shall not immediately be offered vacant positions within the bargaining unit. Rather, when an opening in a bargaining unit position occurs, it shall be posted in accordance with the Job Posting requirements of this Agreement. Nurses on recall status shall be given notice and an opportunity to bid, by seniority, on the posted positions along with other nurses.
11.11.2 Two-Weeks’ Report Time. A nurse accepting a position who has been on the recall roster will be allowed up to two (2) weeks to report to work.

11.11.3 Restoration of Seniority and Benefits. Upon returning to work from the recall roster, a nurse shall have all previously accrued benefits and seniority restored. A nurse shall not accrue benefits or seniority while on layoff.

11.12 Loss of Seniority. Seniority shall be broken by termination of employment or twelve (12) consecutive months of unemployment as a result of layoff. When seniority is broken, the nurse shall, on reemployment, be considered a new employee.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 Requests for Leaves. All leaves of absence without pay 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.

12.2 Parenting Leave. After completion of the probationary period, leave without pay shall be granted upon request of a nurse for a period of up to six (6) months for purposes of maternity, paternity, or legal adoption without loss of benefits accrued to the date such leave commences. After one (1) year of continuous employment, a nurse who has been granted a family/parenting leave shall be returned to work on the same unit, shift and former full-time or part-time status if the nurse’s absence from work does not exceed twelve (12) weeks. Thereafter, for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified on the nurse’s pre-leave shift, or the nurse may use his/her seniority to bid on posted positions pursuant to the job posting provisions of this Agreement. During the leave, the nurse may use sick leave during the period of disability and annual leave thereafter to the extent accrued.

12.2.1 Family and Medical Leave. As required by federal law, upon completion of one (1) year of employment, any employee who has actually worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member (parent or child) with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee’s health benefits during this leave and shall reinstate the employee to the employee’s former or equivalent position at the conclusion of the leave. Nurses shall be eligible to take leave under this section for the serious health condition of the domestic partner of the nurse under the same terms and conditions as apply by law to other immediate family members.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law and/or this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The
employee must use any accrued paid leave time for which the employee is eligible during the leave of absence. The use of Family or Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

Under certain conditions, Family or Medical Leave may be taken intermittently or on a reduced work schedule. Generally, employees must give at least thirty (30) days, advance notice to the Employer of the request for leave when the leave is foreseeable.

12.3 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted with pay and without loss of benefits up to a maximum of fifteen (15) days per calendar year, and shall not be considered part of the earned annual vacation time.

12.4 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.

12.5 Education Time. Regular full-time and part-time nurses shall be provided at least twenty-four (24) hours of paid education time per year for purposes of attending educational meetings (excluding Employer-mandated education/training times) approved by the Employer, such as workshops, seminars, and educational programs; provided the number of nurses wishing to attend does not jeopardize the hospital service. The term “educational meetings” is defined as those conducted to develop the skills and qualifications of nurses for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted exclusively for purposes 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. Nurses are encouraged to attempt to find their own replacements to attend approved educational offerings. However, approval for requests made in a timely fashion should not be contingent upon the nurses first finding their own replacements.

12.5.1 Budgeting. In an effort to ensure that all nurses have access to education funds on a reasonably equitable basis, beginning with the budget process for the SRH fiscal year commencing January 1, 2003, the following process will be used to allocate registered nurse continuing education funds: After determining the amount of funds for workshops/conferences (excluding tuition reimbursement) that will be made available to registered nurses as a whole, SRH will allocate those funds equally to departmental (unit) budgets based upon the number of registered nurse FTEs in the department compared to the total number of registered nurse FTEs at SRH at the time this budget item is determined.

12.6 Health Leave. After completion of the probationary period, a leave of absence without pay for up to six (6) months without loss of accrued benefits shall be granted for health or disability reasons. After one (1) year of continuous employment, a nurse who has been granted a health leave shall be returned to work on the same unit, shift and former full-time or part-time status if the nurse’s absence from work for health reasons does not exceed twelve (12) weeks.
Thereafter, for the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified on the nurse’s pre-leave shift or the nurse may use his/her seniority to bid on posted positions pursuant to the job posting provisions of this Agreement. During the health leave, the nurse may use sick leave during the period of disability and annual leave thereafter to the extent accrued.

12.7 **Jury Duty.** Regular full-time and part-time nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their normal straight time pay in accordance with the practice outlined and approved by the Conference Committee in December 2004.

12.8 **Employee Convenience Days.** All nurses covered by this Agreement shall be granted three (3) days off per year without pay (“employee convenience days”) upon request, provided such leave does not jeopardize hospital service. Nurses employed in departments that close on holidays may use an employee convenience day, if available, or will be required to utilize available Annual Leave, unless the nurse otherwise meets his/her FTE for the pay period in which the holiday falls.

12.9 **Bereavement Leave.** Up to seven (7) calendar days shall be allowed for death in the immediate family of the nurse. Any days scheduled to be worked during the time taken off for bereavement will be paid at the regular rate of pay. Immediate family shall be defined as grandparent, parent, spouse, domestic partner, brother, sister, child, grandchild, stepparent, stepchild, stepbrother, stepsister, or the in-law equivalent of parent, brother or sister.

12.10 **Paid Leave.** A leave of absence with pay shall not alter a nurse’s anniversary date of employment or otherwise affect the nurse’s compensation or status with the Employer, and reinstatement to the same scheduled number of hours, shift and unit shall be guaranteed.

12.11 **Unpaid Leave.** A leave of absence without pay guarantees the nurse first choice on the first available similar opening on the nurse’s pre-leave shift for which the nurse is qualified except as otherwise provided herein or the nurse may use his/her seniority to bid on posted positions according to the job posting provisions of this Agreement. Certain leaves provide for a period of up to twelve (12) weeks during which the nurse shall be entitled to return to his/her pre-leave position.

12.12 **Worker’s Compensation.** Nurses receiving industrial insurance benefits for less than twelve (12) weeks shall be guaranteed reinstatement to their former positions, shift and status. A nurse receiving industrial insurance benefits for more than twelve (12) weeks shall, for a period of twenty-four (24) months from the date the nurse’s leave commenced, or the date upon which the nurse exhausts all accrued paid leave benefits, whichever occurs later, have first choice on the first available similar opening on the same shift for which the nurse is qualified or the nurse may use his/her seniority to bid on posted positions pursuant to the job posting provisions of this Agreement. After 12 weeks, leave associated with a worker’s compensation illness/injury shall not be counted as “Paid Leave” under Section 13.10 for purposes of guaranteed reinstatement.

12.12.1 **Reinstatement of Seniority/Benefits.** A nurse receiving industrial insurance benefits may have his/her employment terminated if he/she is unable to return to work.
within twenty-four (24) months from the date leave commenced or exhaustion of accrued paid leave benefits, whichever occurs later. However, if such nurse is subsequently re-employed by SRH, he/she shall have his/her seniority bridged and all other benefit accrual levels reinstated, subject to plan eligibility requirements.

ARTICLE 13 - EMPLOYMENT PRACTICES

13.1 Personnel Files. A single official personnel file shall be maintained for each nurse. Nurses shall have access to their personnel file. After the completion of the probationary period, the Employer shall either remove and destroy 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 formerly employed 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. Nurses may request, in writing, that their personnel file be reviewed and that records of disciplinary action be removed. Records which are agreed to be removed shall not be considered relevant for future progressive discipline.

13.2 Job Posting. Notices of nurse positions to be filled shall be posted on-line under “Careers” on the Employer’s website and accessible to all bargaining unit nurses via the intranet and internet at least seven (7) days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. Job postings shall indicate the date of the initial posting. Applicants for positions shall submit their applications online. The Hospital’s online application process shall record and retain the date and time of all online applications. Nurses applying for positions online shall receive confirmation of their applications within twenty-four (24) hours, provided they complete the process successfully. If the requirements of a posted position are changed during the posting, the position shall be re-posted. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of seniority; providing the skill, ability, experience, competence or qualifications of applicants as defined in the job posting and replacements are not overriding factors. When a position is filled, all nurses who were not selected shall be so notified by the employer in writing. The Employer shall make every effort to facilitate the movement of night shift nurses to the day or evening shifts if desired by the nurse, provided the nurse’s seniority or, where applicable skills and ability, would give the nurse priority for a posted day or evening shift position. Nurses wishing to check on open positions may check posted positions by reviewing the “Careers” link on SRH’ web site at www.skagitvalleyhospital.org.

13.2.1 Panel Interviews. The Hospital and WSNA value the ability for nurses to actively participate in the hiring process on an advisory interview panel. To this end, managers may elect, or an applicant may request, to utilize “panel interviews” when skill and ability in a specialty area or qualities such as teaching ability or collaboration skills are deemed particularly important (for example for Charge Nurse, Specialty Educator or other positions). Panel interviews shall be subject to the following:
13.2.1.1 Where practical given the size of the unit, the panel must include at least three staff nurses from the department who hold a .5 or greater FTE;

13.2.1.2 Interview panels will be made up of nurses who are randomly selected to be invited to participate in the interview process by Human Resources;

13.2.1.3 The panel must interview all applicants and ask the same basic questions of each;

13.2.1.4 Panel interviewers shall rank the applicants from most qualified to least, giving due consideration to seniority. The Manager shall take into consideration the advisory panel’s ranking when determining who is the most qualified for the position;

13.2.1.5 A WSNA representative, not in the affected unit, shall attend the panel interviews as an observer to promote consistency in the interview process.

13.2.2 Training Positions. The Hospital may offer and post training positions in the following specialty areas: Kidney Dialysis, IV Therapy, Oncology, Hospice CCU, OR, ED, or FBC. Such training positions are anticipated to provide opportunities for nurses to expand their scope of practice and to receive detailed training in specialty areas. In return, the Hospital gains competent nurses with desirable skills.

In order to enable nurses to gain a better understanding of the position for which they may be trained, the Hospital may offer applicants for a training position the opportunity to “shadow” nurses in the specialty area for one full shift during the week following closing of the job posting.

Because such training programs require a significant financial investment by the Hospital, notwithstanding any other contrary provision of this Agreement, a nurse who has been offered the opportunity to “shadow” and who accepts a training position may be required by the Hospital to sign an agreement waiving the nurse’s right to bid on other positions outside the specialty area for a period of three (3) months for each month the nurse spends in training (6 months training =18 months waiver). Such waiver agreement shall be effective after 30 calendar days from the date the nurse begins the training assignment and applies only to the nurse’s ability to bid on positions that would prohibit the nurse from meeting the obligations of the nurse’s specialty unit position. For example a nurse awarded a .6 FTE training position in the OR could bid on a .4 FTE position in another department. A nurse may be released from the requirements of the waiver with the agreement of the manager of the specialty unit to which the nurse is being trained.

13.3 Meetings and In-Services. Nurses shall be compensated at the appropriate rate for all time spent at meetings or in-services required by the Employer and at Nurse Practice/Patient Care Committee meetings.
13.4 **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.

13.5 **Travel.** When a nurse covered by this Agreement is required by the Employer to travel with and accompany a hospital patient off Employer 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.

13.6 **Personnel Action Forms.** Personnel Action Forms (PAFs) shall be used to specify conditions of hiring, termination, pay, shift, or leave of absence. Reasons for the termination, change in status, pay, shift and leave of absence shall be noted in the forms by both the nurse and Employer whenever possible, and upon request, the nurse shall be given one copy of the form. All PAFs shall be maintained in the nurse’s personnel file. Nurses shall be able to print or be provided a paper copy of the completed form.

13.7 **Orientation.** Nurses will be required to work only in those areas within the Hospital where they have received orientation. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented.

13.8 **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, sick leave accrued, and annual leave accrued. Except where the Hospital’s automated time and attendance system has not been implemented in a given department/unit, a nurses’ time worked will be recorded electronically based upon the times nurses ‘clock in’ and ‘clock out’.

13.9 **Performance Evaluations.** A written performance evaluation shall be conducted for all nurses annually. 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. Probationary nurses may be given a preliminary evaluation halfway through their probationary period. Competency testing will be required of newly hired nurses and nurses transferring into new departments. During a nurse’s probation, he/she will be provided feedback and written documentation of progress towards achieving the competency objectives of his/her orientation.

13.10 **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 or to drive between hospital facilities, 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 14 - HEALTH AND INSURANCE BENEFITS**

14.1 **Health Insurance.** Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be covered under the Employer’s group medical and dental insurance program. The Employer shall pay 100% of the premium cost of the least
costly medical plan offered in Skagit County through the PEBB and of the least costly dental insurance plan offered by the Employer (“standard maximum allowance”) for each eligible nurse regularly scheduled to work 24 hours per week or more (.6 FTE status or more). As for other eligible part-time nurses, the Employer shall pay one-half (½) the standard maximum allowance and the nurse shall pay the balance through payroll deduction. The Employer’s obligation and liability shall be limited to paying the premium costs outlined above. Each eligible registered nurse may also select a more costly plan as available or coverage for dependents, at an additional cost to the registered nurse to be paid through payroll deduction. The Employer shall pay medical and dental premiums for the dependents of those registered nurses for whom medical coverage has been purchased by the registered nurse pursuant to this section. Participation in the Employer’s group insurance program shall be subject to specific plan eligibility requirements. The parties acknowledge that the Employer currently participates in the Public Employee Benefits Board (PEBB) plans administered by the Health Care Authority and, as such, the Employer cannot control plan designs or scope of benefits. The Employer shall not be required to continue to provide benefits that are no longer included in the provider’s revised options. If the Employer chooses to select or provide an alternative plan(s) with a different provider, it may do so without bargaining with the Association so long as the current benefit level under the least costly plan as described above does not decrease. Otherwise, the Employer must bargain with the Association prior to the implementation of the change. Prior to changing any insurance plans, the Employer shall provide the Association with a copy of both the proposed plan and the existing plan to enable the Association to determine whether the benefits have been decreased. Changes in plan design imposed by the Health Care Authority to the plans offered by the Public Employee’s Benefits Board (PEBB) shall not trigger a duty to bargain unless the benefit-structure of the least costly plan is substantially reduced, e.g. change from HMO to Catastrophic coverage.

14.2 TB Tests. At the time of employment and annually thereafter or as otherwise required by applicable regulations, the Employer shall arrange for nurses to take a TB skin test at no cost to the nurse. The Employer shall be responsible for notifying the nurse in the month of the nurse’s birthday of the need for an updated TB skin test; it shall be the nurse’s responsibility to follow up with appropriate Hospital personnel to ensure compliance with TB testing requirements. In the event of a positive reaction to this test, the Employer will arrange for a chest X-ray, if required, at no cost to the nurse. Said tests and X-rays shall be performed at the Employer’s hospital unless they can be performed elsewhere at no cost to the Employer.

14.3 Health Tests. Nurses shall be entitled to routine blood examinations and urinalysis performed annually at the Employer’s hospital without cost.

14.4 Life Insurance. In the event the Employer modifies its current life and accidental death and dismemberment insurance plan(s) or provides an alternative plan(s), it may do so without bargaining with the Association so long as the current benefit level does not decrease. Otherwise, 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 17 shall not apply for a period of thirty (30) days after impasse.

14.5 LTD Insurance. Beginning following the next benefits open enrollment, the Employer shall pay 100% of the premium for the basic Long Term Disability coverage for each nurse
regularly scheduled to work twenty-four (24) hours per week or more (.6 FTE). Subject to plan eligibility requirements, eligible nurses may elect to purchase greater LTD coverage at the nurse’s expense.

ARTICLE 15 - RETIREMENT PLAN

The Employer shall provide during the term of this Agreement a retirement plan. Nurses eligible for retirement benefits and who elect to participate shall receive Employer contributions at the current percentage for the duration of this Agreement.

ARTICLE 16 - COMMUNICATIONS

16.1 Conference Committee. The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish a Conference Committee to assist with communication and other mutual issues. The purpose of the Conference 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 up to five (5) representatives of management and up to five (5) representatives of the nurses covered by this Agreement including one (1) Association representative. Meetings shall be for up to one and 1/2 hours, or longer by mutual agreement. Mutually agreed upon dates for a Conference Committee meeting must be set in advance of the scheduled date. An agenda for the Conference Committee will be set in advance of the next scheduled date. Time spent in Conference Committee shall be paid time for Committee members. Other individuals may attend Committee meetings only if there is mutual agreement by the SRH’s CNO and the Association’s Representative prior to the scheduled meeting. Starting with the first full month after ratification, a Conference Committee meeting will be scheduled every other month through the end of 2015.

16.2 Nurse Practice/Patient Care Committee. A Nurse Practice/Patient Care Committee shall be instituted and maintained in the Employer’s hospital and meet at least once quarterly. This Committee shall include, in addition to members appointed by the Employer, at least three (3) registered nurses selected by the nurses covered by this Agreement. At least fifty percent (50%) of the Committee members shall consist of registered nurses selected by nurses covered by this Agreement. The purpose of this Committee is to discuss and improve nursing practices in the hospital. The Committee shall develop specific objectives and operating procedures subject to review by hospital administration. This Committee shall be advisory. Time spent in the Nurse Practice/Patient Care Committee shall be paid time.

16.3 Nurse Involvement. Staff Nurses and the Association shall have direct access to the Hospital Administrative team, including the CEO and the Hospital Board of Directors, to address any and all professional concerns.

ARTICLE 17 - NO STRIKE - NO LOCKOUT

The parties to this Agreement realize that the Employer 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 term 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 18 - GRIEVANCE PROCEDURE

18.1 Definition. A grievance is a mechanism of addressing an alleged breach of the terms and conditions of this Agreement. Grievances shall be submitted to the following procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. If mutually agreeable to the parties, mediation may be utilized to resolve the grievance.

18.2 Step 1 - Nurse and Supervisor. 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 or a Local Unit Officer or designee shall reduce the grievance to writing and deliver it to Human Resources either during Human Resources’ operating hours or in the 24/7 HR drop box or by certified mail or electronically (HR@skagitvalleyhospital.org) or by facsimile (360-814-2482) within fifteen (15) calendar days from the date the nurse was or should have been aware a grievance existed. If the Email Address or Facsimile number change the Employer shall provide the Association with the new email address or facsimile number thirty (30) days before the change. The written grievance shall contain a description of the alleged problem, the date it occurred and the correction action the grievant is requesting. Within fourteen (14) calendar days thereafter, the nurse and a Local Unit Officer or designee shall discuss the grievance with the nurse’s Supervisor or designee. The Supervisor or designee shall respond in writing within ten (10) calendar days.

18.3 Step 2 - Nurse, Local Unit Chairperson and Chief Nurse Executive. If the matter cannot be resolved informally and it is the nurse’s desire to proceed further, the nurse (or a Local Unit Officer or designee) shall submit the grievance to Human Resources (as designated in Step 1) within ten (10) calendar days from the date the Step 1 response is received. A conference among the nurses, up to two Local Unit Chairpersons or designees, and the Chief Nurse Executive or designee, and an HR representative shall be held within fourteen (14) calendar days after receipt of the Step 2 submission. The Chief Nurse Executive or designee shall endeavor to resolve the grievance and will respond in writing within ten (10) calendar days following the close of the above-described conference.

18.4 Step 3 – Chief Operating Officer or Chief Administrative Officer and Association Representative. Within ten (10) calendar days of receipt of the Step 2 response, if the nurse is not satisfied with the reply in Step 2, the nurse (or a local unit officer or designee) may present the written grievance to Human Resources (as designated in Step 1). The nurse, one Local Unit Officer or designee and the Association representative and an HR Representative shall meet with the Chief Operating Officer or Chief Administrative Officer or designee within fourteen (14) calendar days after receipt of the Step 3 submission 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 in writing within twenty (20) calendar days from the date the
nurses were or should have been aware a grievance existed. The Chief Operating Officer or Chief Administrative Officer or designee shall respond in writing within ten (10) calendar days after the Step 3 meeting.

18.5 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 ten (10) calendar days following receipt of the Chief Operating Officer or Chief Administrative Officer’s or designee’s response. Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Association shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternatively strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. In consultation with the arbitrator the Parties shall choose a date for the hearing. 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. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not 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. If a nurse feels the Employer’s determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. 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 (½) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses, including any costs or attorneys’ fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 19 – STAFFING

19.1 Staffing. The parties agree to cooperate in an effort to insure an appropriate relationship between patient care needs and staffing levels. These shall be appropriate subjects for the RN Conference Committee’s consideration. In the event the Employer proposes to change the care model on a nursing unit, it shall bring the proposed changes to the RN Conference Committee prior to implementation so that the parties have the opportunity to collaboratively explore the model and recommend changes as appropriate. 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. When appropriate, the nurse should use the SRH Nurse Staffing Concern Form (Appendix F) to document the situation, a copy to be given to the supervisor, and the nurse to receive a written response. Standards established by the accrediting body shall be considered relevant criteria for determining appropriate staffing levels.
19.2 Nurse Staffing Committee. The Nurse Staffing Committee (NSC) shall be responsible for those activities required of it under RCW 70.4.410(and any subsequent legislation). The composition of the NSC shall comport with RCW 70.41.420 (and any subsequent legislation). The Association will determine how the registered nurse members of the NSC are selected. Attendance at NSC meetings by bargaining unit nurses will be on paid time.

19.3 Staff Development. In-service education and orientation programs shall be instituted and maintained, with programs posted in advance. In-service 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 discussion by the Conference Committee. Such programs shall be consistent with the standards established by the accrediting body. The Employer recognizes that the availability of continuing educational opportunities for its nurses is essential to assure quality patient care. A regular 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 Conference Committee provided for herein.

ARTICLE 20 - GENERAL PROVISIONS

20.1 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.

20.2 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.

20.3 Wage and Benefit Minimums. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

20.4 Changes to be in Writing. Any modifications or changes to this Agreement during the life of this Agreement shall be in writing signed by the parties.

ARTICLE 21 - MANAGEMENT RIGHTS & 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 function 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 to, or is to be construed in any way, to interfere with the prerogative of the Employer to manage and control the hospital.

ARTICLE 22 - TERM OF AGREEMENT

Duration and Renewal. This Agreement shall become effective upon ratification by both the Association and SRH’s Board of Commissioners and shall continue in full force and effect through and including 11:59 p.m. May 31, 2017 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 date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to May 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 terminate.

SKAGIT REGIONAL HEALTH

By

Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By

Stephene Swift
Local Unit Co-Chair

By

John Tweedy
Local Unit Co-Chair

By

Linda Warman
Local Unit Secretary

By

Tami Hoeft
Local Unit Treasurer

By
SKAGIT REGIONAL HEALTH

WASHINGTON STATE NURSES ASSOCIATION

______________________________________
Julie Forkan
Local Unit Grievance Officer
By

______________________________________
Liz Rainaud
Local Unit Grievance Officer
By

______________________________________
David Hari
Local Unit Membership Officer
By

______________________________________
Julia Weinberg
Local Unit Membership Officer
By

______________________________________
Doug Robinson
Negotiating Team Member
By

______________________________________
Michael Sanderson
WSNA Labor Counsel
By

______________________________________
Barbara Friesen
WSNA Nurse Representative
By

______________________________________
Sue O’Donnell
WSNA Nurse Representative
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

Skagit Regional Healthcare Registered Nurses Minimum Hourly Wage Rates  
(per MOU Two - Transition to One RN Wage Scale)  
Beginning the first full pay period beginning on or after the date indicated,

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### APPENDIX C
CLINICAL CARE GROUPS

#### ACUTE CARE GROUP A

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#### ACUTE CARE GROUP B

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<tbody>
<tr>
<td>Unit Group: OSC; PCU; MPC; MOC; IV Therapy; Tier I Float; Admit Nurse</td>
<td>Can bump within unit group and then to Clinic Care Group – Unit II - Triage</td>
</tr>
</tbody>
</table>

#### CASE MANAGEMENT GROUP

<table>
<thead>
<tr>
<th>Unit</th>
<th>EXPLANATORY NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Management</td>
<td>Can bump within unit only and then to Acute Care Group C</td>
</tr>
</tbody>
</table>
### HOSPICE CARE GROUP

<table>
<thead>
<tr>
<th>Unit</th>
<th>EXPLANATORY NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospice</td>
<td>Can bump within unit, and then into Acute Care Group-C; Case Management Group; or Acute Care Group A-Mental Health Unit.</td>
</tr>
</tbody>
</table>

### CLINIC CARE GROUP

<table>
<thead>
<tr>
<th>Unit</th>
<th>EXPLANATORY NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit I: Pro Time/Anticoag Nurse</td>
<td>Can bump within unit, then and then within Unit II and then to Acute Care Group – C</td>
</tr>
<tr>
<td>Unit II: Triage (all units)</td>
<td>Can bump between Triage/Staff RN role in clinic units and then to Acute Care Group – C</td>
</tr>
</tbody>
</table>
APPENDIX D

ADDENDUM FOR SKAGIT REGIONAL CLINICS - REGISTERED NURSES

1. Except as otherwise provided in this Addendum, all provisions of the Agreement apply to bargaining unit nurses assigned to the Skagit Regional Clinics currently located at:

   SRC Mount Vernon, 1400 East Kincaid, Mount Vernon, Washington
   SRC Cardiology, 307 South 13th Street, Suite 30 Mount Vernon, Washington
   SRC Stanwood, 9631 269th Street, Stanwood, Washington
   SRC Sedro Woolley, 1900 Hospital Drive, Sedro Woolley, Washington
   SRC Arlington, 326 Stillaguamish Avenue, Arlington, Washington
   SRC Anacortes, 2155 Avenue M Anacortes, Washington
   SRC Camano Island, 127 North Camano Drive, Camano Island, Washington
   SRC Riverbend – 2320 Freeway Drive Mount Vernon 98274

2. Scheduling. Unless otherwise established by the Employer, a nurse will normally report to work no earlier than thirty (30) minutes before the first patient of the day is to be seen. A nurse should normally leave work no later than one (1) hour after the last patient of the day. If a nurse believes it is necessary to come early or leave later than the time set forth above, the nurse must contact his or her supervisor to receive advance approval.

3. Meal Period. Nurses shall receive an unpaid meal period of one hour. Nurses required to work during the meal period shall be compensated for such work at the appropriate rate.

4. Wage Rates. Skagit Regional Clinic Nurses covered by this Addendum shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix E attached hereto and made a part of this Addendum.

5. Seniority, Low Census, Reallocation, and Layoff and Recall. Seniority shall be determined by a regular nurse’s most recent date of hire by the Employer as a full-time or part-time registered nurse, except that, for nurses who were employed as registered nurses on May 13, 1997, seniority shall be measured from the nurse’s most recent date of hire as full-time or part-time employee of the Employer, in any capacity; and further except that nurses who were hired by the Employer from the former Skagit Valley Medical Center shall have their seniority date relate back to their original date of hire into Skagit Valley Medical Center.

6. Definition of Overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime. All overtime must be properly authorized by the Employer.

7. Recognition of Previous Experience. Nurses newly hired into the bargaining unit shall be placed at the appropriate step of the applicable wage scale based upon a year-for-year relevant experience credit determined in accordance with Section 8.3 of the Agreement.
APPENDIX E

FOR HOSPICE OF THE NORTHWEST REGISTERED NURSES

1. Except as otherwise provided in this Addendum, all provisions of the Agreement apply to bargaining unit nurses assigned to Hospice of the Northwest currently located at: Hospice of the Northwest, Mount Vernon, Washington.

2. Recognition of Previous Experience. Nurses newly hired into the bargaining unit shall be placed at the appropriate step of the applicable wage scale based upon a year-for-year relevant experience credit determined in accordance with Section 8.3 of the Agreement.

3. Normal Work Day. The normal workday for Hospice nurses shall consist of 9 hours, including an unpaid meal period of one hour. Hospice Nurses’ workday will start with any of the following tasks: visiting the nurses’ first patient, receiving a phone call from or regarding a patient, attending an IDG meeting, or performing clinical documentation. The nurse’s day ends when the nurse has completed his or her case management duties for that day. If a nurse believes it is necessary to work beyond the workday, the nurse must contact his or her supervisor to receive advance approval.

5. Hospice Telepage

5.1 Hospice Telepage Nurse. This Section 5 applies only to Hospice Telepage Nurses. A Hospice Telepage Nurse is a staff nurse regularly scheduled to provide services to Hospice patients on a stand-by basis after Hospice patients’ assigned nurse is off duty.

5.2 Work Schedule. Hospice Telepage Nurses will consist of no more than three salaried positions, occupying a total of 2.0 full-time-equivalents (FTE). A 1.0 FTE constitutes seven (7) fifteen-hour (15-hour) shifts in a two-week (2-week) pay period.

5.3 Holiday Schedule Telepage. Nurses are required to work one (1) major and two (2) minor holidays. Major Holidays include New Year’s Day (January 1), Thanksgiving Day (4th Thursday in November), and Christmas Day (December 25). Minor Holidays include Memorial Day (last Monday in May), Independence Day (July 4), and Labor Day (1st Monday in September).

5.4 Compensation and Benefits. Compensation will be paid in the form of an annual salary, determined by multiplying the primary telepage nurse’s step increment rate by 2080 for a (1.0 FTE), or the pro rata salary for a reduced FTE. The salaried primary telepage nurse positions are exempt from overtime and will not be eligible to receive additional cash compensation while on standby, and while working weekends, holidays, or scheduled days off, except as provided in this Article. The Employer shall provide benefits as defined for nurses working 1.0 FTE in other articles of this Agreement.

5.5 Holiday Compensation. If two (2) or more Telepage nurses are scheduled to work or be on standby on a recognized holiday, compensation will be an additional bonus of Ten
Dollars ($10.00) per hour for each hour they work or are on standby. Holiday telepage coverage is from 12:00 midnight until 12:00 midnight on the designated holiday.

5.6 Leave Deduction. Each day of annual leave, holiday or sick leave used shall result a deduction equal to the hours the nurse would have been paid had the nurse worked that day. Education benefits shall be accrued and deducted as for any other nurse.

5.7 Telepage Orientation. When a new nurse is hired as a Telepage Nurse, the Employer will assign an experienced Relief Telepage Nurse to serve as backup during the first 260 hours of paid work or until the nurse and the Employer agree that the new nurse is able to perform his/her duties independently. The Employer will orient all Hospice nurses to Telepage duties and procedures.

5.8 Relief Telepage Nurse. The Employer will try to limit, to the extent practical, the occasions and circumstances in which regularly scheduled Hospice program nurses are assigned to perform telepage duties. A Staff Nurse assigned to the Hospice Unit who is given the additional responsibility to cover the telepage shifts on a temporary basis due to Telepage nurse illness, vacation, or other temporary unavailability. Nurses providing relief telepage coverage under this Section will be expected to cover any “scheduled” or “open” visits which would have been the responsibility of the telepage nurse.

5.8.1 Order of Assignment. In order to minimize the occasions and circumstances when it is necessary to assign regularly scheduled Hospice nurses to provide relief telepage coverage, the Employer will seek such coverage in the following order of priority:

- Volunteers,
- Per diem nurses,
- Relief Telepage Nurses assigned on a rotational basis.

5.8.2 Limitations to Assignment. Relief Telepage Nurses will be assigned relief telepage duty for weekdays, weekends, and holidays on a rotating basis based on the last day of relief telepage coverage worked, providing skills, ability, experience, competence or qualifications are not overriding factors. However, relief telepage nurses shall not be required to be on relief telepage for more than eight (8) duty days per month or more than two (2) days per week or greater than every other weekend, unless mutually agreeable to the nurse and the Employer. If a relief telepage nurse feels that she/he cannot safely perform his/her nursing duties, the Employer will make every effort to accommodate the nurse’s request for time off. Relief telepage nurses also will be given one (1) opportunity every six (6) calendar months (January-June and July-December) to refuse a relief telepage assignment due to other responsibilities. Nurses who are regularly scheduled to work a weekend will also be ineligible to be assigned relief telepage duties during that weekend’s telepage duty unless requested by the nurse and agreeable with the Employer.

5.8.3 Minimum Compensation. A Relief Telepage Nurse shall receive a minimum of ten (10) minutes pay to at the callback rate for time spent responding to and documenting phone calls associated with relief telepage duty unless such calls occur
during actual hours of work. Minimum payments and time paid shall not exceed the callback rate of pay for the actual number of hours scheduled in a relief telepage shift.

5.9 Telepage Retention/Recruitment. Telepage nurses hired during the term of this Agreement may not bid on other bargaining unit positions until the nurse has completed at least six (6) calendar months of work, unless approved by the Employer.

6. Mileage. When the nurse begins patient care visits from the main office or designated workstation, mileage reimbursement begins at the main office or designated workstation. When the nurse finishes his/her day at the main office or workstation the mileage reimbursement ends there.

6.1 If the nurse chooses to start from home, the mileage to the first patient’s home will be reimbursed unless the distance from the main office or workstation to the patient’s home is less. In this case, the mileage is reimbursed from the main office or workstation to the patient’s home.

6.2 Trips to run errands, to go home for lunch or come back to the main office or workstation for lunch is not reimbursable.

6.3 The nurse on call is reimbursed for mileage from his/her home to the patient’s home and then from the patient’s home back to his/her home. If the nurse is at a personal appointment/function at a greater distance to the patient’s home than from his/her home, the reimbursed travel time would be the mileage from his/her home to the patient’s home.

6.4 When there is a morning meeting (IDG, staff meeting, or education) mileage reimbursement begins at the main office.

6.5 If the nurse chooses to go home directly after his/her last visit, the mileage will be reimbursed if the distance is less than back to the main office or workstation. If the distance is greater than back to the main office or workstation, the mileage covered would be from the patient’s home to the main office or workstation.

6.6 The nurse and the agency will make every effort to minimize travel time and reimbursable mileage by working together to ensure the best routes and geographical staffing are planned.
APPENDIX F
SRH NURSE STAFFING CONCERN FORM

You must contact your immediate supervisor/charge or house supervisor if you consider your assignment poses a serious threat to your patient’s health and or safety; or your personal health and safety.

COMPLETE FORM (INCLUDING BACK AND ADDITIONAL PAGES IF NEEDED) AND SIGN THIS FORM AND GIVE IT YOUR CHARGE NURSE/IMMEDIATE SUPERVISOR AND TO A WSNA LOCAL OFFICER. RETAIN A COPY OF THIS FORM – BACK AND FRONT - FOR YOURSELF

- Submitted to Charge Nurse/Supervisor [print] _____________________
- Nurse Name [print] ____________________________________________
- Nurse Signature ____________________________________________ Submitted on Date __________
- At the time of my concern I was working on Unit _________ And Shift ______ as a
  - [ ] Charge Nurse  [ ] Staff Nurse
- During my shift I made my concern(s) known to [print name(s)] ________________________ who is a [ ] Charge Nurse  [ ] Supervisor  [ ] House Supervisor

My concern(s) discussed with my charge nurse/supervisor were (check all that apply):

- [ ] Unable to perform charge nurse duties, secondary to increased patient care assignment [list on back of form how many patients were assigned]
- [ ] Inadequate nurse to patient ratios based on my clinical judgment [explain situation on back of form and list how many patients were assigned]
- [ ] Insufficient support staff required me to assume additional duties [list additional duties on back of form]
- [ ] Filled out Kronos Form
- [ ] For Missed Meal
- [ ] For Missed Rest
- [ ] Not oriented to this unit/case load [identify what unit/caseload on back of form]
- [ ] Patient care equipment missing or unusable or necessary equipment is not available [identify equipment/problem with equipment on back of form]
- [ ] Not trained or experienced to use equipment in assigned area [identify equipment and area assigned on back of form]
- [ ] Not trained or experienced in area assigned [identify area assigned on back of form]
- [ ] Mandatory Overtime [explain on back of form]
- [ ] System failure e.g.: computer, phone, Omnicel, call system [identify failed system on back of form]
- [ ] Other [explain on back of form]
SHIFT INFORMATION IF APPLICABLE TO CONCERN [to be completed by Charge Nurse/Immediate Supervisor]:

Census on Unit:__________
Matrix RN:__________
Actual RN:__________
Matrix CNA:__________
Actual CNA:__________
Matrix UA:__________
Actual UA:__________

OTHER INFORMATION: (To be completed by Staff RN)

ANY ACTIONS TAKEN/RESPONSE BY CHARGE NURSE/IMMEDIATE SUPERVISOR/HOUSE SUPERVISOR (To be completed by Charge Nurse/Immediate Supervisor)

_________________________________________Date_______________

ANY ACTIONS TAKEN/RESPONSE BY DIRECTOR/MANAGER: (To be completed by Director/Manager)

_________________________________________Date_______________

DIRECTOR/ MANAGER

_________________________________________Date_______________
MEMORANDUM OF UNDERSTANDING – ONE
KIDNEY DIALYSIS CENTER NURSES

In the Kidney Dialysis Center, the Employer will make all reasonable efforts to schedule nurses so that they have at least two (2) Saturdays off during the four-week posted work schedule. Nurses in the Kidney Dialysis Center may be scheduled to work any 2 Saturdays on the four-week posted work schedule without requiring the payment of time and one-half for the second weekend as provided in section 7.9. However, if a nurse is required to work a third Saturday during the four-week posted work schedule, the time and one-half premium pay described in Section 7.9 shall apply to work on the third weekend.

SKAGIT REGIONAL HEALTH

By

Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By

Mike Sanderson
WSNA General Counsel/Chief Negotiator
MEMORANDUM OF UNDERSTANDING TWO
TRANSITION TO ONE RN WAGE SCALE

1. Effective the first full pay period after ratification by the Parties, Appendix G – Hospice of the Northwest Nurse Wage Rates will be deleted. Nurses who have been compensated in accordance with Appendix G (“Hospice Nurses”) will be placed on Appendix B at the same step level as they were on Appendix G at the time of ratification. Current and newly hired Hospice Nurses will be paid that base rate of the Appendix B step they are placed.

2. Effective the first full pay period after ratification by the Parties, Urgent Care RNs who have been compensated in accordance with Appendix E – SRC Wage Rates will be placed on Appendix B at the same step level as they were on Appendix E at the time of ratification. Current and newly hired Urgent Care Nurses will be paid that base rate of the Appendix B step they are placed. The $4.00/hr premium for Urgent Care Nurses will cease.

3. Effective the first full pay period after June 1, 2015 current and newly hire Clinic Nurses will be paid 95% of their step Appendix B. [Urgent Care Nurses will be paid in accordance with paragraph 2 above]

4. Effective the first full pay period after June 1, 2016 current and newly hire Clinic Nurses will be paid 100% of their step on Appendix B. [Urgent Care Nurses will be paid in accordance with paragraph 2 above]

SKAGIT REGIONAL HEALTH

By
Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By
Mike Sanderson
WSNA General Counsel/Chief Negotiator
MEMORANDUM OF UNDERSTANDING THREE

SIGN ON PAYMENT

RNs employed as of the date of ratification of this Agreement shall receive a one-time sign on payment of $1,000.00 for a 1.0 FTE, pro-rated by FTE, with a minimum payment of $200.00. Per Diems will receive $200.00. This payment shall be payable within fourteen days following ratification of the Agreement by the Parties.

SKAGIT REGIONAL HEALTH

By

Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By

Mike Sanderson
WSNA General Counsel/Chief Negotiator
LETTER OF UNDERSTANDING ONE

This is a Letter of Understanding between the Washington State Nurses Association (“Association”) and Skagit County Public Hospital District No. 1 d/b/a Skagit Regional Health (“SRH”) (collectively, “the Parties”) reflecting an understanding with regard to Voluntary Employee Annual Leave Donation for 2014 WSNA Bargaining Team Members. Nurses will be allowed to donate annual leave hours to an annual leave donation pool for use by the Association’s 2014 negotiating team during contract negotiations. The process is as follows:

1. All members of the bargaining unit may donate accrued annual leave hours by providing written authorization, indicating:
   a) The number of hours they agree to donate to the Association with one (1) hour being the required minimum;
   b) Their authorization for SHR to deduct the donated hours from their accrued annual leave; and
   c) The employee’s acknowledgement that donated hours will not be returned to any employee.

2. The Association will report to SRH the total number of hours donated by its members and provide copies of the signed authorization forms no later than ten days after the date a new contract is ratified. No additional donations will be accepted after this date.

3. SRH will calculate the total value of the donated hours by multiplying the number of hours donated by each employee by his or her base rate of pay. SRH will match up to 266 hours calculated as follows: total donated annual leave dollars from WSNA members divided by total annual leave hours donated, equals the average hourly rate times 266 hours.

4. Within twenty (20) days after the contract is ratified by WSNA, SRH will provide WSNA with the total dollar value of the donated annual leave hours and SRH-matched hours.

5. Within thirty (30) days after the contract is ratified by WSNA, WSNA will identify to SRH the dollar amount each WSNA team member shall receive. The total amount to be received by the WSNA team shall be the amount identified in Paragraph 4.

6. Within forty (40) days after the contract is ratified by WSNA, SRH will make the requested payments to each WSNA team member.

SKAGIT REGIONAL HEALTH  
By  
Gregg A. Davidson, FACHE  
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION  
By  
Mike Sanderson  
WSNA General Counsel/Chief Negotiator
LETTER OF UNDERSTANDING- TWO

1. This is a Letter of Understanding between the Washington State Nurses Association (“Association”) and Skagit County Public Hospital District No. 1 d/b/a Skagit Regional Health (“SRH”) (collectively, “the Parties”) reflecting SRH’s agreement with WSNA’s proposal to withdraw and thereby resolve any and all issues arising out of the following Unfair Labor Practice Charges and Grievance/Arbitration as part of the final agreement of the terms of the 2014-2017 collective bargaining agreement:

   (1) PERC Case No. 27039-U-15-6900
   (2) PERC Case No. 26852-U-14-6846
   (3) WSNA Grievance submitted 12/11/14 regarding change in hours of RNs working in Urgent Care.

2. A written withdrawal of the Unfair Labor Practice Charges (ULPs) referenced above will be sent by WSNA to Public Employment Relations Commission (PERC), with a copy to SRH, the next business day after ratification by the Parties of the 2014-2017 collective bargaining agreement. Either or both Parties may also notify PERC after ratification of the collective bargaining agreement by the Parties that WSNA will be submitting a withdrawal of these ULPs. If any pleading is due before WSNA submits its withdrawal, SRH may notify PERC, with a copy to WSNA, that WSNA joins in and agrees with any request for a continuance for such submissions.

3. The Association agrees that its withdrawal of the above-referenced ULPs and Grievance constitute a complete and final resolution of the above-referenced ULPs and Grievance.

4. The Association is signing this Letter of Understanding on behalf of itself and all other Association bargaining unit members implicated by the ULP Charges and Grievance.

SKAGIT REGIONAL HEALTH   WASHINGTON STATE NURSES ASSOCIATION

By:                           By:

Gregg A. Davidson, FACHE   Mike Sanderson
Administrator/CEO           WSNA General Counsel/Chief Negotiator

GSB:6990131.1
JOINT STATEMENT

Skagit Regional Health ("SRH") and the Washington State Nurses Association ("WSNA") hereby issue this Joint Statement regarding our mutual interest and our intentions for working together in the future with mutual respect and cooperation.

SRH and WSNA share the following interests and mutual goals:

We acknowledge that all registered nurses (whether clinical or managerial) have responsibilities to base their actions and decisions on sound professional judgment and adherence to the standards of their profession.

We are committed to providing quality care for our patients and their families.

We believe in working together in partnership to meet the challenges of the changing health care environment.

We seek to promote a work environment that values open and honest relationships that stresses mutual respect, trust and consideration of others. We recognize that all registered nurses play a vital and indispensable role in the delivery of high quality, cost effective, patient care.

We recognize the need to conduct ourselves in a fiscally responsible manner and pledge to act as responsible stewards of the financial resources entrusted to us by the public.

DATED this ____ day of April ____, 2015.

SKAGIT REGIONAL HEALTH

By

Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By

John Tweedy, RN
WSNA Local Unit Co-Chair

By

Stephene Swift RN BSN
WSNA Local Unit Co-Chair
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 to, or is to be construed in any way, to interfere with the prerogative of the Employer to
manage and control the hospital.

ARTICLE 22 - TERM OF AGREEMENT

Duration and Renewal. This Agreement shall become effective upon ratification by both the
Association and SRH’s Board of Commissioners and shall continue in full force and effect
through and including 11:59 p.m. May 31, 2017 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 date of expiration. If notice to amend is given, negotiations
shall commence within thirty (30) days following the date of the notice, and this Agreement shall
remain in effect until the terms of a new or amended Agreement are agreed upon; provided,
however, that if a notice to amend is timely given, either party may at any time thereafter notify
the other in writing of its desire to terminate this Agreement as of the date stated in such notice
to terminate, which date shall be subsequent to May 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
terminate.

SKAGIT REGIONAL HEALTH

By
Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By
Stephene Swift
Local Unit Co-Chair

By
John Tweedy
Local Unit Co-Chair

By
Linda Warman
Local Unit Secretary

By
Tami Hoefl
Local Unit Treasurer

By
SKAGIT REGIONAL HEALTH

WASHINGTON STATE NURSES ASSOCIATION

Julie Forkan, RN
Local Unit Grievance Officer

By

Liz Rainaud, RN
Local Unit Grievance Officer

By

David Hari
Local Unit Membership Officer

By

Julia Weinberg
Local Unit Membership Officer

By

Doug Robinson
Negotiating Team Member

By

Michael Sanderson
WSNA Labor Counsel

By

Barbara Friesen
WSNA Nurse Representative

By

Sue O'Donnell
WSNA Nurse Representative
MEMORANDUM OF UNDERSTANDING – ONE  
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SKAGIT REGIONAL HEALTH  
By  
Gigg A. Davidson, FACHE 
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION  
By  
Mike Sanderson  
WSNA General Counsel/Chief Negotiator
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SKAGIT REGIONAL HEALTH

By
Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By
Mike Sanderson
WSNA General Counsel/Chief Negotiator
MEMORANDUM OF UNDERSTANDING THREE  
SIGN ON PAYMENT

RNs employed as of the date of ratification of this Agreement shall receive a onetime sign on payment of $1,000.00 for a 1.0 FTE, pro-rated by FTE, with a minimum payment of $200.00. Per Diems will receive $200.00. This payment shall be payable within fourteen days following ratification of the Agreement by the Parties.

SKAGIT REGIONAL HEALTH  

By 

Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION  

By 

Mike Sanderson
WSNA General Counsel/Chief Negotiator
LETTER OF UNDERSTANDING ONE

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1. All members of the bargaining unit may donate accrued annual leave hours by providing written authorization, indicating:
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2. The Association will report to SRH the total number of hours donated by its members and provide copies of the signed authorization forms no later than ten days after the date a new contract is ratified. No additional donations will be accepted after this date.

3. SHR will calculate the total value of the donated hours by multiplying the number of hours donated by each employee by his or her base rate of pay. SHR will match up to 266 hours calculated as follows: total donated annual leave dollars from WSNA members divided by total annual leave hours donated, equals the average hourly rate times 266 hours.

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SKAGIT REGIONAL HEALTH

By
Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

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WSNA General Counsel/Chief Negotiator

Page 49 of 50
LETTER OF UNDERSTANDING- TWO

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2. A written withdrawal of the Unfair Labor Practice Charges (ULPs) referenced above will be sent by WSNA to Public Employment Relations Commission (PERC), with a copy to SRH, the next business day after ratification by the Parties of the 2014-2017 collective bargaining agreement. Either or both Parties may also notify PERC after ratification of the collective bargaining agreement by the Parties that WSNA will be submitting a withdrawal of these ULPs. If any pleading is due before WSNA submits its withdrawal, SRH may notify PERC, with a copy to WSNA, that WSNA joins in and agrees with any request for a continuance for such submissions.

3. The Association agrees that its withdrawal of the above-referenced ULPs and Grievance constitute a complete and final resolution of the above-referenced ULPs and Grievance.

4. The Association is signing this Letter of Understanding on behalf of itself and all other Association bargaining unit members implicated by the ULP Charges and Grievance.

SKAGIT REGIONAL HEALTH

By ___________________________
Gregg A. Davidson, FACHE
Administrator/CEO

WASHINGTON STATE NURSES ASSOCIATION

By ___________________________
Mike Sanderson
WSNA General Counsel/Chief Negotiator

GSB:6990131.1