

**REGISTERED NURSES  
COLLECTIVE BARGAINING AGREEMENT**

By and Between

**SKAGIT REGIONAL HEALTH**

and

**WASHINGTON STATE NURSES ASSOCIATION**

September 2, 2024 – May 31, 2027

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## 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 "Union").

### 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 Union 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 (including outpatient departments), 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 Union as the sole and exclusive bargaining agent for all regular full-time, part-time, and per diem 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 notify the Union of its intent to acquire, manage, purchase, or in any other way assume control at a new facility that would be covered by Section 1.1; in no event will the Employer notify the Union after the new facility goes live, or after SRH notifies employees or the public. The Employer shall have the right to establish and implement the initial terms and conditions of employment for registered nurses at such newly-acquired settings only if required by a binding agreement between the Employer and the nurses' prior employer, provided the Employer notifies the Union of such initial terms and conditions that deviate from this Agreement. After notification, and upon request, the Employer shall bargain with the Union over the terms and conditions of employment at such settings. In no event will the Employer establish or implement terms lesser than prescribed in this Agreement for RNs at newly-acquired facilities. The Employer shall follow this Agreement when establishing initial terms and conditions of employment for newly established facilities.

### ARTICLE 2 – UNION MEMBERSHIP

2.1 Union Membership. The Employer agrees to remain neutral with respect to its employee's decisions about union membership and payroll deduction.

2.1.1 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues/fees from the pay of those nurses covered by this Agreement upon notice of the nurse's authorization. The nurse's authorization will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility

shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union 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.

### ARTICLE 3 – NONDISCRIMINATION

3.1 No Employment Discrimination. The Hospital and the Union agree that conditions of employment shall be without regard to race, creed, color, sex, sexual orientation, gender identity or expression, religious beliefs, age, national origin, pregnancy status, the presence of a sensory, mental or physical disability, marital status, or veteran or military status, and any other bases protected under federal, state, or local laws. No nurse shall be discharged or discriminated against for any lawful Union activity, including serving on a Union committee or as a local unit officer.

3.1.1 Americans with Disabilities Act (ADA). In the event that the Americans with Disabilities Act conflicts with the provisions of this Agreement, the Agreement controls to the extent permissible under the law. Where possible, the Union shall be notified of any perceived conflict, and upon request, the Hospital shall meet with the Union to discuss the conflict.

### ARTICLE 4 – UNION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which nurses covered by this Agreement are employed; provided, however, that the Union's representative shall at least twelve (12) hours in advance of arrival (or less as agreed) notify the HR Business Partner/designee. The Union representative shall advise the HR Business Partner/designee as to which non-public department or areas they wish to visit and confine their visit to that/those non-public areas; without prior notice, the Union representative may enter and access areas of facilities that are open to the public, such as cafeterias, lobbies, gift shops, courtyards, etc.- Transaction of any business shall not interfere with the work of nurses, and union representatives shall not have the same rights as employees and patients. The Union's authorized representatives may have access to the Employer's meeting rooms for meetings of the bargaining unit and for the purpose of investigating grievances and contract compliance or other representational activities, provided advance request for meeting facilities is made to Human Resources and space is available. The Employer shall not unreasonably deny a request for a meeting room.

4.2 Local Unit Officers. 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 Union 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. Once a quarter, the Employer shall electronically provide the Union with an editable list of those nurses covered by this Agreement. This list will contain each nurse's name,

home address, home and/or cell phone number (if provided), personal email address (if provided), employee ID number, FTE status, job title, work location, base rate of pay, unit, shift, date of hire and/or termination and seniority date. On or about the fifteenth day of each month, the Employer shall electronically provide the Union (including the nurse representative) 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 Union 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 in every Employer-operated facility where nurses work, in a mutually-agreed location. At Skagit Valley Hospital, a WSNA bulletin board will be placed adjacent to the staff elevators (Elevators "3 & 4") on the first, second, and third floors. In clinics and out-patient facilities, WSNA bulletin boards shall be maintained in staff break rooms.

4.5 New Employee Orientation, Distribution and Introduction of Agreement. The Employer shall distribute a copy of this Agreement via the Employer's HRIS system, a Union membership application, Union Introduction Letter and a payroll deduction form to all newly hired nurses at the time of hiring. The employer shall provide advance notification to the Union of the names, home email, cell or home phone number, and home address of new bargaining unit members (if provided by them), in advance of the orientation of new nurses as well as their department, shift, job code, and FTE information. During any orientation of new bargaining unit nurses, the Employer shall provide the Local Unit Chairperson or designee with half an hour, on release time without pay, to introduce this Agreement to the new nurses. The new nurse will be paid for the half hour of time during orientation for the Union to introduce this Agreement. The WSNA representative providing the orientation will have access to the WSNA new orientation room fifteen (15) minutes prior to the Union's orientation period, and will have access to meet the new nurses in the main orientation room as soon as the new nurses are released to exit the main orientation room. The Employer will advise new nurses of the location of WSNA orientation and that WSNA orientation is on paid time. The Employer will remain neutral with respect to new nurses' participation in WSNA and in WSNA orientation.

4.6 Meeting Rooms. The Union 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 a limited number of patients, commensurate with the nurse's progress towards competency. Direct patient care

assignment for the resident nurse will gradually increase as competency is demonstrated to and validated by the preceptor and/or clinical education staff. Each resident will receive a written copy of the objectives and goals of the residency and shall receive periodic objective feedback throughout the residency. Residency shall generally not exceed six (6) continuous months.

- a. Resident nurses will pay no costs related to training expenses, including books and travel expenses per IRS guidelines. Resident nurses will be paid for all time spent in training, including in classroom instruction.
- b. All provisions in the Nurse Residency Program Agreement in place as of April 2024 that reference a resident nurse's training-related financial obligations to SRH, or costs associated with SRH demand to recoup any purported training-related financial obligations, are immediately null and void upon ratification of this Collective Bargaining Agreement.

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 seventy-two (72) hours or more 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 seventy-two (72) 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 Section 8.1 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, other than paid sick leave benefits as required by law. 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 their 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 at least seven (7) days 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 .5 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 track per diem hours worked by each per diem nurse. After the per diem nurse has worked for the Employer for one (1) calendar year and at least two hundred (200) hours, per diem nurses shall be awarded seniority for purposes of bidding on job postings as provided herein. Per diem seniority shall only be relative to other per diem nurses and nurses applying for positions from outside SRH. When a per diem nurse is awarded an FTE position, the nurse's per diem seniority hours shall be recorded in the Employer's Payroll System (currently Meditech). If needed, employees can contact and request information or assistance from Human Resources at [hr@skagitregionalhealth.org](mailto:hr@skagitregionalhealth.org) or Payroll at [payroll@skagitregionalhealth.org](mailto:payroll@skagitregionalhealth.org). If the nurse later returns to per diem status, the nurse's per diem seniority shall be restored.

5.5.2 Failure to Work or Provide Availability. If a per diem nurse not on approved leave has not provided their availability pursuant to Section 5.5 for two (2) consecutive months, the Employer may administratively terminate the nurse's employment. Regardless of whether a per diem nurse has made themselves "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 (except paid sick leave required by law), Health, Life, Long Term Disability, Accidental Death and Dismemberment and Dental insurance benefits, full-time (see Section 5.3) and part-time nurses (see Section 5.4) 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 0.5 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 (0.8 FTE for Life and 0.6 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. Bargaining unit nurses will be utilized as preceptors prior to non-bargaining unit nurses. 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.

5.8.1 Preceptee. A preceptee is a nurse (e.g., a resident nurse, a nurse entering a training position or a nurse who transfers to a unit for which the nurse has not met the competencies of the unit) who is assigned a preceptor. A preceptee shall be responsible for the direct care of a limited number of patients, commensurate with the preceptee's progress towards competency. Direct patient care assignment for the preceptee will gradually increase as competency is demonstrated to and validated by the preceptor and/or clinical education staff. Each preceptee will receive a written copy of the objectives and goals of the preceptorship and shall receive periodic objective feedback throughout the preceptorship. The preceptor and preceptee shall work directly together on each shift until the preceptee has achieved the competencies on their unit.

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 in the Employer's acute care hospital 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 they have the required competency.

5.11 Surgical Services Resource Coordination Responsibilities Assignment. The Employer may assign a nurse in Surgical Services to surgical services coordination responsibilities as a service line specialty resource nurse for designated resource hours on a shift. SRH has no obligation to assign nurses to surgical services coordination responsibilities for premium pay.

#### 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, with contemporaneous notice provided to the Union, 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 work day 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 Union and the nurse(s) concerned, other innovative (non-normal) work days or work weeks may be established. 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 14<sup>th</sup> consecutive hour. Overtime shall be computed to the nearest one (1) minute.

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 three (3) 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 the excess hours at double the employee's regular hourly rate of pay.

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.

7.10.2 Standing Agenda Item. Meal and rest periods shall be a standing agenda item at the Nurse Conference Committee.

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 Bonus Shifts. In cases of exceptional staffing needs, the Employer can declare a shift or shifts as "Bonus Shifts." Regular nurses or per diem nurses scheduled to work at least two (2) shifts in the same pay period as the "Bonus Shift" who agree 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. A summary of the bonus shifts that have been worked will be reported by the Employer at Nurse Conference Committee.

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. If a nurse does not work scheduled hours through mutual agreement, the nurse can use Annual Leave to supplement any unworked scheduled hours resulting from at least 10 hours of unbroken rest, or the nurse can opt to be voluntarily low censused to fill in for any unworked scheduled hours resulting from at least 10 hours of unbroken rest. Any time that they are required to work without ten (10) hours rest shall be paid for at one and one-half (1½) times the nurse's regular rate of pay.

7.14 Work Schedules. Work schedules and days off shall be posted prior to the 15th 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 their 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. In any instance, shift rotation will not last longer than a period of seven (7) consecutive days. If the Employer feels this situation will last longer, it will notify and bargain with the Union over an interim, time-limited remedy. 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 regardless of the amount of time worked during the scheduled shift. 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 unless Section 7.13 Rest Between Shifts applies. If a nurse is on scheduled standby prior to the Employer calling them in in advance of the nurse’s assigned shift and continues to work into their regular shift, that nurse will be paid in accordance with Section 8.5.2; Standby On-Call – Adjacent to Shift.

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 below.

Effective	9/2/24	First full pay period after 6/1/25	First full pay period after 6/1/26
Base	\$40.54	\$42.06	\$43.64
1	\$42.28	\$43.87	\$45.52
2	\$44.01	\$45.66	\$47.37
3	\$45.71	\$47.42	\$49.20
4	\$47.42	\$49.20	\$51.05
5	\$49.12	\$50.96	\$52.87
6	\$50.82	\$52.73	\$54.71
7	\$52.56	\$54.53	\$56.57
8	\$54.27	\$56.31	\$58.42
9	\$55.97	\$58.07	\$60.25
10	\$57.71	\$59.87	\$62.12
11	\$58.55	\$60.75	\$63.03
12	\$59.41	\$61.64	\$63.95
13	\$60.28	\$62.54	\$64.89
14	\$61.17	\$63.46	\$65.84
15	\$62.06	\$64.39	\$66.80
16	\$62.97	\$65.33	\$67.78
17	\$63.89	\$66.29	\$68.78
18	\$64.83	\$67.26	\$69.78
19	\$65.78	\$68.25	\$70.81
20	\$66.74	\$69.24	\$71.84
21	\$67.55	\$70.08	\$72.71
22	\$68.38	\$70.94	\$73.60

23	\$69.22	\$71.82	\$74.51
24	\$70.07	\$72.70	\$75.43
25	\$71.10	\$73.77	\$76.54
26	\$72.14	\$74.85	\$77.66
27	\$73.03	\$75.77	\$78.61
28	\$73.92	\$76.69	\$79.57

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. Until January 1, 2025, 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. 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.

Beginning January 1, 2025, for purposes of this Agreement and the method of computing longevity (wage) increments and annual leave progression steps, a “year” shall be defined as twelve (12) months. Beginning January 1, 2025, wage step progression shall occur at the beginning of the first payroll period following the most recent anniversary of when the nurse was hired into the bargaining unit.

8.2.1 Effective the first full pay period after January 1, 2025, any nurse who is below the appropriate step based on their full years as a bargaining unit RN at SRH will be moved to their proper step on the wage scale as of that date.

8.2.2 For the purpose of Section 8.2.1, the Employer will credit one year for each full year of SRH employment in which the nurse has worked as a bargaining unit nurse, and will adjust the nurse’s placement on the wage scale appropriately if needed. Any adjustment will be “upwards” (that is, to a more advanced step).

8.2.3 Subsequently, all future step increases will occur on the first full payroll period following the most recent anniversary of when the nurse was hired into the bargaining unit.

8.2.4 WSNA may grieve any wage step adjustment in 8.2.1 and 8.2.2, that it deems inaccurate.

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 (Section 8.1) 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 their 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 Or A Hospice Position; OR Relevant Non-Care Setting Experience When Hired Into A Hospice or 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. Unless the Employer assigns charge nurse duties to more than one (1) nurse at a time, charge nurse responsibilities are assigned to only one (1) nurse on a shift on a unit. The Charge Nurse premium shall be Three dollars (\$3.00) 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 on voluntary or mandatory stand-by status shall be compensated at the rate of Four Dollars (\$4.00) per hour of stand-by duty. Stand-by hours shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. The employer will not change the time or hours of posted scheduled call without mutual agreement from the affected nurse(s).

8.5.1 Scheduled Standby Pay when Called Back. Nurses called in to work from scheduled standby shall continue receiving standby pay in addition to call back pay.

8.5.1.a Minimum Compensation. A nurse on call shall receive a minimum of fifteen (15) minutes pay at the callback rate for time spent responding to each work-related, non-staffing phone call received from their supervisor or the supervisor's designee. Minimum payments and time paid shall not exceed the callback rate of pay for the actual number of hours scheduled in an on-call shift. An employee is not a designee unless specifically and directly designated by that employee's supervisor. An employee who receives multiple calls or texts within the same 15 minutes will not receive additional minimum guarantee(s). To receive such pay employees must submit required time-keeping documentation.

8.5.2 Standby On-Call – Adjacent to Shift. Nurses who are scheduled standby on-call for the shift following or preceding their regular work shift and who are held over/continue to work into their regular shift will be paid at the call back rate, in addition to receiving \$4.00 per hour of stand-by pay, for the hours worked in addition to their regularly scheduled end of shift, with a minimum guarantee of three (3) hours of call back pay provided that the nurse works at least one hour of call immediately preceding or following their shift. Nothing in this provision alters the Employer's obligation to pay call-back in accordance with Section 7.9 of this Agreement.

8.5.3 Low Census Standby. See Section 11.2.3 for pay regarding callback from Low Census Standby.

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 Cents (\$3.25) per hour over the nurse's regular hourly rate. Nurses assigned to the third (night) shift shall be paid a shift differential or premium of Five Dollars and Fifty Cents (\$5.50) per hour over the nurse's 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 of the scheduled shift falls after 3:00 p.m. Night shift differential shall be paid if fifty percent (50%) or more of the scheduled shift falls 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 maintaining 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 and twenty-five cents (\$1.25) per hour. The list of which certifications are recognized for which departments will be shared at Nurse Conference Committee. If the Employer decides to no longer recognize a certification for the premium discussed in this section, it will discuss the issue at Conference Committee and will continue to pay the premium for that certification to each eligible nurse until the nurse's certification renewal date. When determining which certifications to pay certification premium for, the Employer will endeavor to follow credentials recognized by the relevant credentialing agency. Nurses desiring this certification premium must send evidence of the current certification to Human Resources upon hire, when they obtain the certification, or when they renew the certification, as applicable. Nurses will receive the certification premium beginning with the first full payroll period following submission of the documentation. If a nurse is denied pay for a certification not recognized for their position, the nurse may address that denial at the Nurse Conference Committee. SRH also values the contribution of nurses who obtain a BSN or a MSN/MN. 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. To this end, nurses who have a MSN/MN shall receive a premium of three dollars (\$3.00) per hour. Nurses must submit evidence of the MSN/MN degree and will receive the MSN/MN premium beginning with the first full payroll period following submission of the documentation. Nurses who have both a BSN and a MSN/MN shall receive only the MSN/MN premium.

8.8 Preceptor Pay. A Preceptor is an experienced nurse working in a direct patient care role. The Preceptor is proficient in clinical teaching and is specifically responsible for planning, organizing, implementing, and evaluating the new skill development of a Preceptee Nurse. The Preceptor and the Preceptee Nurse will be enrolled in a defined program, 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 as determined by the Employer. The Employer will determine the need for Preceptor assignments.

Preferably, nurses who ~~had~~ have at least 2 years of relevant nursing experience will be eligible to serve as Preceptors. Where possible, the Employer shall take Preceptor responsibilities into consideration when making patient assignments according to the defined Preceptor program. 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 nurses. This would include providing informational assistance, support and guidance.

The Employer will determine the need for Preceptors and assign positions accordingly. A Preceptor assignment can only be made by the Employer, and the nurse working the Preceptor role will be compensated with the appropriate rate differential. Nurses assigned to train nursing students, nurse residents, or nurses as part of a management-designated training program shall be entitled to the Preceptor Pay rate differential for hours worked in the Preceptor assignment. The Employer will provide training as to the role and responsibility of the Preceptor, and that training will be paid time at the nurse's Regular Rate of pay.

The Employer will use reasonable efforts to utilize Preceptors who have been specifically trained in precepting, but reserves the right to use otherwise qualified nurses when the need arises.

Nurses who are assigned as a pPreceptor shall receive one dollar and fifty cents (\$1.50) per hour over the nurse's regular rate of pay for all time spent working as a pPreceptor.

The Employer will provide pPreceptor training, and, if the Employer asks the nurse to attend the training, will pay the time the nurse spends on the training at the nurse's regular rate of pay. A nurse who wishes to attend pPreceptor training who the Employer has not asked to attend may do so on their own time, or may use voluntary educational time for this purpose.

8.9 Specialty Educator Premium. Nurses holding positions as Specialty Educators shall receive an additional one dollar and fifty cents (\$1.50) per hour for shifts spent performing sSpecialty eEducator 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 in the float pool will receive a premium of three dollars ~~per hour~~ (\$3.00) per hour. Float pool nurses who have a competency in at least one specialty unit (ICU, PACU, SOU, OR, Cardiac Cath Lab, Endoscopy, FBC, or ED) will receive an additional float pool premium of five dollars (\$5.00) per hour.

8.11 Surgical Services Resource Coordination Responsibilities Premium. A Surgical Services nurse assigned to Surgical Services Resource Coordination Responsibilities will be paid two dollars (\$2.00) per hour premium for actual resource hours worked.

8.12 Regular Rate of Pay. Regular rate of pay shall be defined as the base rate plus shift differential, certification pay, BSN/MSN premium, and the 15% premium in lieu of benefits/per diem premium.

8.13 Bonus/Premium/Differential Minimums. Nothing in this Agreement prohibits the Employer, at its sole discretion, from increasing premiums and/or differentials, or from providing bonuses, for all employees in one or more shifts at a department or clinic, or from increasing wages and/or benefits for the entire bargaining unit. The Employer will notify the Union prior to notifying the cohort receiving an increase. However, the Employer may not premise increases or bonuses based on evaluations or any “merit-based” criteria.

#### 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:

Nurses hired after August 8, 2011:

<u>Years of Service</u>	<u>Annual Leave Hours</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
1 - 3 years	136 hours	.06538/hr.	272 hours
4 - 5 years	176 hours	.08462/hr.	352 hours
6 - 7 years	184 hours	.08846/hr.	368 hours
8 - 9 years	192 hours	.09231/hr.	384 hours
10 - 14 years	216 hours	.10385/hr.	432 hours
15 + years	240 hours	.11538/hr.	480 hours

Nurses hired on or before August 8, 2011, until the first pay period after May 31, 2022:

<u>Years of Service</u>	<u>Annual Leave Hours</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
10 - 14 years	220 hours	.10577/hr.	432 hours
15 + years	244 hours	.11731/hr.	480 hours

Nurses hired on or before August 8, 2011, starting the first pay period after May 31, 2022:

<u>Years of Service</u>	<u>Annual Leave Hours</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
10 - 14 years	224 hours	.10769/hr.	432 hours
15 + years	248 hours	.11923/hr.	480 hours

9.2 Scheduling. The goal of these procedures is fairness. In units with ten (10) or fewer total RN full time equivalents (per diem nurses would count as 0.2 FTE), the Hospital will approve at least one nurse per shift to be off on Annual Leave at any time. In units with more than ten (10)

total RN full time equivalents (per diem nurses would count as 0.2 FTE) the Hospital will approve at least two nurses per shift to be off on Annual Leave at any time. For clarification, the referenced “shifts” are day (7am-7pm) or night (7pm-7am); RNs working different shifts will be categorized as day or night based on whether the majority of their scheduled hours fall within day or night. The number of RN full time equivalents is based on the budgeted FTEs for that unit as of the date management owes approvals or denials of vacations for that round of requests. Beyond that, departmental needs, vacancies, leaves of absence, etc. must be considered before additional annual leave requests may be approved.

9.2.1 ~~(Effective 9/1/24 for 2025 vacation only) Annual Leave Scheduling Round 1 (Opens August 1, annually)~~ Annual Leave Scheduling Round 1 (Effective 9/1/24 for 2025 vacation only, otherwise open August 1, annually). Annual Leave Requests for the first round of vacation selection will be submitted between August 1 – August 31 for the following calendar year and will be approved on a seniority basis. Notice of approval or denial of first round requests will be communicated in writing no later than September 30, with the unit’s Annual Leave calendar posted by October 1. If the manager does not respond by the applicable deadline above after the request has been submitted, the annual leave will be considered approved and the Employer will be responsible for covering the shift. During this Round 1 request, no more annual leave will be granted for the following calendar year than the hours equivalent to the nurse’s FTE over two (2) weeks. However, nurses with 15 or more years (defined as time since the nurse’s most recent date of hire by the Employer as a FTE-status bargaining unit nurse) may request up to the hours equivalent to their FTE over three (3) full weeks during the Round 1 request, provided they have, or anticipate having by the time of the leave, sufficient annual leave accrual. A “week” for purposes of Annual Leave Scheduling is a seven-day period. Vacation dates can be picked in full weeks or by scattered dates.

For scattered dates, the nurse may request the number of hours that the nurse is normally scheduled for a day. Requests must be made for a minimum of a full shift. For administrative purposes, a nurse needs to request time off for all days they plan to be unavailable. The nurse will only be charged annual leave up to the hours equivalent to their FTE during the time they are unavailable.

9.2.2 Round 2 (first-come/first-served – for 2025 vacation only, dates shifted to September 30 and November 1, 2024). Any annual leave requests submitted after August 31 will be granted on a first-come first-served basis but will not be considered until October 1 at the earliest. Nurses will be notified in writing of approval or denial of the requests submitted between September 1 and October 1 within thirty days following October 1. For administrative purposes, a nurse needs to request time off for all days they plan to be unavailable. Nurses will be notified in writing of approval or denial of requests submitted between October 1 and July 31 of the next year within 30 days after the nurse’s submission. If the manager does not respond by the applicable deadline above after the request has been submitted, the annual leave will be considered approved and the Employer will be responsible for covering the shift. If two or more nurses submit at the same time for the same dates, seniority shall prevail.

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. The approved annual leave calendar will be maintained and available for all staff in a unit to see.

9.2.3: Additional Annual Leave Scheduling Rules.

a. A nurse can cancel their vacation up to the 10<sup>th</sup> of the month preceding the month when their vacation was scheduled. Once posted, a nurse's vacation can be canceled with manager's approval only. If a nurse cancels their vacation, nurses can then request such newly-available days on a first-come, first served basis.

b. Nurses with previously-approved vacation days who transfer to a different unit shall meet with the manager of that unit to discuss whether the previously approved vacation days can carry over to the new unit.

c. 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. 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.

d. Once each calendar year, if a nurse is at or within 12 hours of their maximum Annual Leave accrual and has been denied a vacation request, that nurse may request, using the Annual Leave Buy-out Request Form, to "cash-out" the Annual Leave hours that were requested and denied up to their FTE during one week. This provision is in addition to the annual eighty-hour cash-out of Annual Leave.

9.2.4 First Requested, First Approved for 2024 Annual Leave. Until December 31, 2024, annual leave requests for time off in 2024 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.

9.2.5 Holidays. Thanksgiving, Christmas or New Year's Day may be assigned on a rotational basis, not subject to annual leave 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. 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. 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 upon commencement of employment. Nurses are entitled to use paid sick leave beginning on the ninetieth calendar day after the commencement of employment. 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. If the need for use of paid sick leave is foreseeable, the nurse must provide notice at least ten days, or as early as practicable, in advance of the use of such paid sick leave.

If the need for paid sick leave is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the nurse must provide notice to the Employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so. If it is not practicable for the nurse to provide notice, the nurse's designee may do so.

If the need for paid sick leave is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the nurse or their designee must give oral or written notice to the Employer no later than the end of the first day that the nurse takes such leave unless it is not practicable to do so.

10.3 Use of Paid Sick Leave. Paid sick leave may be taken for the following purposes and for any purpose required under law, including:

- (i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- (ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

(iv) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

For purposes of this section, "family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, or a parent-in-law;

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

10.3.1 Paid sick leave may be used in one-minute increments.

10.4 Rate of Pay. Sick 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 or a higher rate if required by law.

10.5 Discipline for Abuse. The parties recognize that sick leave may only be used as specified in Section 10.3 of this Agreement. Improper use of sick leave constitutes just cause for disciplinary action.

10.5.1 Verification. The Hospital shall not require verification for absences of three days or less that are not also covered by laws with verification/certification provisions (e.g., FMLA, ADA). For absences exceeding three days, the Hospital may require verification that the use of the sick leave is for an authorized purpose, provided that the Hospital shall not require that the verification explain the nature of the condition and that the verification request does not create an unreasonable burden or expense for the nurse. The Hospital's right to request verification for sick leave is also 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 (repeated absences in conjunction with weekends and/or holidays).

10.5.2 Falsifying Documentation. If in response to a request under Section 10.5.1, 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 10.3 of this Agreement.

10.6 Supplemental Leave while on PFML Leave. Nurses shall be allowed to use their sick leave or accrued leave in amounts up to the difference between the benefits received pursuant to the Washington Paid Family and Medical Leave Act, RCW 50A, and the nurse's regular wages as supplemental benefits within the meaning of RCW 50A.15.060. Nurses cannot be required to use their accrued annual leave or sick leave as supplemental benefits while they are receiving paid family and medical leave benefits.

10.7 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.

10.8 Legitimate Use of Sick Leave. Nurses will not be disciplined or downgraded on their evaluations for legitimate use of accrued sick leave. In cases of illegitimate use of accrued sick leave, the Employer may take appropriate action, counseling, referral, leave status and/or discipline.

10.9 No Retaliation. The Employer will not discriminate or retaliate against a nurse for their exercise of any rights under this section including the use of paid sick leave.

10.10 Per Diem Nurses and Nurses Receiving a Wage Premium in Lieu of Benefits. Per Diem nurses and nurses who elect to receive pay in lieu of benefits ("PILB") accrue paid sick leave in accordance with the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq. ("PSL Law"). Such non-benefitted nurses shall accrue 1 hour of Washington Paid Sick Leave ("WASL") for every forty hours the nurse works (.025 per hour). Accrual will begin at the nurse's date of hire or change in eligibility status. An eligible nurse may use accrued WASL hours after 90 days of employment. Non-benefitted nurses may use their WASL benefit as described and in accordance with the provisions in Section 10.3. WASL hours may not be cashed out under any circumstances. All sections of Article 10 of this Agreement, with the exception of Section 10.1 above, are applicable to Per Diem nurses and nurses who elect to receive pay in lieu of benefits.

10.10.1 Change to Per Diem or PILB Election Status. If a nurse who is eligible for sick leave benefits under Section 10.1 changes to Per Diem or elects the wage premium in lieu of benefits, the nurse will no longer accrue sick leave hours in accordance with Section 10.1 as of the date of the status change. The nurse would begin to accrue WASL hours as described in Section 10.5 as of the date of the status change. The nurse will be able to use 64 hours of the nurse's accrued sick leave hours in accordance with the provisions of Article 10, subject to a carryover limit of 40 hours at the end of the year. The remainder of the nurse's accrued sick leave hours will be banked and available for use if the nurse returns to benefitted status.

10.10.2 Change from Per Diem Status or from Wage Premium in Lieu of Benefits. If a nurse who is not eligible for sick leave benefits under Section 10.1 becomes eligible for

and accepts such benefits, then the nurse will no longer accrue WASL as of the date of the status change and will begin to accrue sick leave hours in accordance with Section 10.1 as of the date of the status change. The nurse will be able to use all accrued sick leave hours in accordance with the provisions of Article 10.

#### 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 in a position covered by the WSNA bargaining unit, 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 in the following order:

1. registry nurses first (up to the amount of low census allowed in their contract),
2. nurses receiving time and one-half or double time overtime/premium except those nurses working a scheduled shift,
3. Volunteers (continuity of patient care may be considered in the event of multiple volunteers),
4. 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 sixty (60) hours per nurse per six (6) month period. Generally low census is house wide, meaning there is only one 60-hour cap. Except that there shall be no such limit for nurses in the following "closed" units or another unit that has been mutually agreed by WSNA and SRH in writing as a "closed" unit: Cancer Center, Family Birth Center, Kidney Dialysis, Operating Rooms. Apart from Float Pool Nurses, cross-trained nurses, or in emergent situations, nurses will not be required to float out of or into closed units. 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 their 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.

11.2.2 Low Census Standby. In addition to the standby pay discussed in Section 8.5 (\$4.00/hour), nurses on low census standby may also request to use annual leave up to the nurse's FTE for the hours when they are on standby (i.e., not called in). Unlike scheduled standby, low census standby hours (i.e., when not called in) shall be counted for eligibility for service increments, fringe benefit eligibility, and benefit accruals up to the nurse's FTE.

11.2.3 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 their scheduled shift, in which case the nurse will be paid for additional hours at the appropriate rate. Nurses called in to work from low census standby status will not receive standby pay (\$4.00/hour) in addition to low census call back pay for the hours worked after being called in. If a nurse on low census standby who is not called in from standby status opts to use annual leave, they will continue to receive \$4.00 per hour for all hours on low census standby.

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 work force should be accomplished through attrition. If the Employer wishes to implement a layoff of Registered Nurses, the Employer shall first meet with the Union to explain the rationale 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 BA with up to four (4) weeks of retraining.

**“Clinical Care Groups”** are defined in Appendix BA.

**“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 an 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 Union, the Local Unit Chairperson and any nurses who may be laid off. The Hospital and the Union 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 Union and the Hospital shall continue to 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 Union 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 BA ("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 or different FTE. If a less 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 a less 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 bump into that position or combination of whole existing positions; ~~or,~~
- 4) Greater FTE. If a less senior nurse's position has more hours than the Displaced Nurse's position, the Displaced Nurse may elect to bump into a whole existing position of a less senior nurse.
- 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 of unit as follows.

11.6.5.2 Outside of Unit. A Displaced Nurse may choose to bump outside their unit in accordance with Appendix BA (Clinical 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 whole existing positions from the Low Seniority Roster for which the nurse is qualified in order to allow the nurse to retain up to or above 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 whole existing 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 Positions. In the event a Displaced Nurse bumps into the 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 their 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. Managers in each unit where Displaced Nurses may bump shall be notified whenever a layoff situation arises so as to avoid any managers inadvertently offering a position to a nurse when a nurse with bumping or recall rights might be eligible for that 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 their 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.

12.2.2 The Employer will follow current federal law regarding Family Medical Leave regarding Active Duty Service of a Family Member and Leave to Care for an Injured Service Member.

12.3 Military Leave. The Employer will follow the most generous of Federal or Washington State law regarding Military Leave, including Military Spouse Leave.

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.

Education time will be paid (not earned or accrued) in increments up to the nurse’s regularly-scheduled shift length or innovative work shift, as long as the education being attended, including travel, is eight (8) hours of length or more or the length of the nurse’s innovative work shift.

12.5.1 Budgeting. In an effort to ensure that all nurses have access to education funds on a reasonably equitable basis, 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. The allocations will be shared at the next regularly-scheduled Nurse Conference Committee after the budgeting and allocations have been prepared.

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 their 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 their FTE for the pay period in which the holiday falls.

12.9 Bereavement Leave. Paid Bereavement Leave will be given in lieu of regularly scheduled work shifts for death in the immediate family of a benefitted nurse. Bereavement Leave shall be paid at the Regular Rate of pay. Immediate family shall be defined as life partner, grandparent, parent, spouse, brother, sister, child, grandchild, step parent, step child, step sibling, or the in-law equivalent of parent, brother, sister, son, daughter or life partner, or persons living together in the same household in a relationship which is substantially comparable to the aforementioned.

1. Up to seven (7) days paid off time will be available to the nurse, which may be taken consecutively or intermittently. The Department Manager may also approve additional shifts off as (a) leave without pay or (b) annual leave as requested by the nurse.
2. Nurses receiving pay in lieu of benefits shall be eligible to take unpaid leave as outlined above for benefitted nurses.
3. Leave must be taken within thirty (30) days of the death unless otherwise arranged and approved with the nurse's manager.
4. There does not need to be a funeral or any other kind of service.
5. The employer may require a nurse to provide documentation of the relative's death and family relationship.

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 their 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 their 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 their 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~~12.10 for purposes of guaranteed reinstatement.

12.12.1 Reinstatement of Seniority/Benefits. A nurse receiving industrial insurance benefits may have their employment terminated if they are 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, they shall have their seniority bridged and all other benefit accrual levels reinstated, subject to plan eligibility requirements.

12.13 Domestic Violence Leave. If a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services assistance. A nurse who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, "family member" includes a nurse's child, spouse, domestic partner, parent, parent-in-law, grandparent, or a person whom the nurse is dating.

## ARTICLE 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, including a formerly employed nurse, believes that any material placed in their personnel file is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing an explanation or opinion regarding the disputed material. This shall be included as part of the nurse's personnel record until the disputed material is removed.

Any discipline, except for those related to HIPAA or related to accusations of sexual harassment or discriminatory conduct per Section 3.1 against the nurse shall not be eligible to be considered for purposes of progressive discipline, transfers, or any other employment-related matter after two years from the date of the discipline's issuance provided there has been no additional discipline regarding a similar alleged offense during that time. If a grievance, arbitration, or any other adjudicatory process to which the Employer is obligated to abide determines that a discipline was wrongly issued, the Employer will remove that discipline immediately upon the adjudication with written confirmation to the nurse and WSNA, and that discipline will not be considered for purposes of progressive discipline, transfers, or any other employment-related matter.

13.2 Job Posting. Notices of nurse positions to be filled shall be posted on-line under the employee portal on the Employer's website and accessible to all bargaining unit nurses via the intranet and internet. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration over external candidates 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. After three (3) days, the Employer, at its discretion, may fill the position with an internal applicant. The Employer may not fill the position with an external applicant for at least seven (7) days after posting. 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. 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. The Employer will take all reasonable efforts to ensure that internal candidates selected for a position will be placed in the new position by the first regular payroll period following thirty (30) days after the award, unless otherwise agreed to by the Employer and the Nurse. Nurses wishing to check on open positions may check posted positions by reviewing the Employer's HRIS through the employee portal on SRH's website at [www.skagitregionalhealth.org](http://www.skagitregionalhealth.org), or on the intranet.

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, or are randomly selected to participate after volunteering, by Human Resources and/or the hiring manager;

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 pursuant to Article 13.2. 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/department, 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. The Employer and the Union may mutually agree in writing to add to the list of specialty positions during the life of the Agreement. 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.

13.2.2.1 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.

13.2.2.2 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 who is terminated from a training position shall have no restriction on bidding on other open positions outside the specialty area. 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, Conference Committee meetings, Workplace Violence Committee, and Hospital Staffing 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. The employer shall provide a private space other than a bathroom to express breast milk at work in accordance with the law.

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 Employee Access to Human Resources and Payroll Information. The Employer's Human Resources Information System and the Employer's Timekeeping system shall be used to provide employment information such as pay history, job title, department, location, and FTE. If needed, employees can contact and request information or assistance from Human Resources at [hr@skagitregionalhealth.org](mailto:hr@skagitregionalhealth.org) or Payroll at [payroll@skagitregionalhealth.org](mailto:payroll@skagitregionalhealth.org).

13.7 Orientation. Nurses will be required to work only in those areas within the Hospital where they have received orientation and demonstrated competency. 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 nurse's 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, they will be provided feedback and written documentation of progress towards achieving the competency objectives of their 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. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements.

### Employee-Only Coverage

The Employer shall pay 95% of the premium cost of the medical plan selected by the nurse for each eligible nurse regularly scheduled to work 24 hours per week or more (.6 FTE status or more)

and the nurse shall pay the remaining 5% of the premium cost through payroll deduction. As for other eligible part-time nurses, the Employer shall pay one-half (1/2) of 95% of the premium cost of the medical plan selected by the nurse 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.

### Dependent Coverage

Each eligible registered nurse may also select coverage for dependents, at an additional cost to the registered nurse to be paid through payroll deduction. The Employer shall pay 60% of the total monthly premium for dependent coverage of the selected plan for nurses regularly scheduled to work 24 hours per week or more (0.6 FTE status or more), and the nurse shall pay the remaining 40% of the premium cost for dependent coverage of the selected plan through payroll deduction. As for other eligible part-time nurses (0.5 to 0.599 FTE), the Employer shall pay one-half (1/2) of 60% of the total monthly premium for dependent coverage of the selected plan, and the nurse shall pay the balance 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.

### Plan Changes

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 Union 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 Union prior to the implementation of the change. Prior to changing any insurance plans, the Employer shall provide the Union with a copy of both the proposed plan and the existing plan to enable the Union to determine whether the benefits have been decreased. Changes in plan design imposed by the provider 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. The Employer will, at the nurse's request, provide annual TB tests, at no cost to the nurse. Said tests or diagnostic procedures shall be performed at the Employer's hospital unless they can be performed elsewhere at no cost to the Employer.

14.3 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 Union so long as the current benefit level does not decrease. Otherwise, the Employer will bargain about the proposed plan changes with the Union 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.

14.4 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 – COMMITTEES

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, with a goal of collaboration and problem-solving. Such a Committee shall exist on a permanent basis and meet at least once every two months (or more frequently, by mutual agreement) 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) Union 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 in advance of the scheduled date. An agenda for the Conference Committee will be set in advance of the next scheduled date and posted on the intranet. 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 Union's Representative prior to the scheduled meeting.

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 Union. 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 Union 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.

16.4 Safety Committee. The Employer will continue its Employee Safety Committee in accordance with existing regulatory requirements including representation by bargaining unit RNs. Where the nurse reports an unsafe condition, the Employer will inform the nurse and the Safety Committee of the planned remedy, if any, within a reasonable time.

16.5 Workplace Violence Committee. The Employer will maintain its Employee Violence Prevention Committee, including representation by, in addition to members appointed by the Employer, at least two (2) bargaining unit nurses selected by the Union.

#### ARTICLE 17 – NO STRIKE - NO LOCKOUT

It is the intent of the parties to settle disputes by the grievance procedure provided for herein. 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, sick-out, boycott or any other interference with the operations of the Employer, including any non safety-related refusal to cross any other labor organization's picket line. This Article does not restrict nurses' activities on behalf of other bargaining units (of the Employer or any other employer) while on non-work time.

#### 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 at any step.

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, WSNA 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 by mail or electronically within twenty-one (21) calendar days from the date the nurse was or should have been aware a grievance existed. If the Email Address changes, the Employer shall provide the Union with the new email address thirty (30) days before the change. The written grievance shall contain a description of the alleged problem, the date it occurred and the corrective action the grievant is requesting. Within twenty-one (21) calendar days thereafter, the nurse and WSNA or a Local Unit Officer or designee shall discuss the grievance with the grievant's Supervisor or designee; if the grievant is no longer working for the Employer, the nurse may attend the grievance remotely and outside of normal business hours, if necessary. The parties may decide which of their respective representatives in the meeting will participate and who will observe. The Supervisor or designee shall respond in writing within fourteen (14) calendar days after the meeting.

18.3 Step 2 - Nurse, Local Unit Chairperson and Department Director/Designee. If the matter cannot be resolved informally and it is the Union's desire to proceed further, the Union shall submit the grievance to Human Resources (as designated in Step 1) within fourteen (14) calendar days from the date the Step 1 response is received. A meeting among the nurse(s), WSNA, up to two Local Union Officers, and the Department Director or designee, and an HR representative shall be held within twenty-one (21) calendar days after receipt of the Step 2 submission; if the grievant is no longer working for the Employer, the nurse may attend the grievance remotely and outside of normal business hours, if necessary. The parties may decide which of their respective representatives in the meeting will participate and who will observe. The Department Director or

designee shall endeavor to resolve the grievance and will respond in writing within fourteen (14) calendar days following the close of the above-described conference.

18.4 Step 3 - Chief Nurse Officer / Designee and Union Representative. Within fourteen (14) calendar days of receipt of the Step 2 response, if the grievance is unresolved at Step 2, the Union may present the written grievance to Human Resources (by the process designated in Step 1). The nurse(s), up to two Local Unit Officers and the Union representative and an HR Director-level Representative shall meet with the Chief Nurse Officer or designee within twenty-one (21) calendar days after receipt of the Step 3 submission for the purpose of resolving the grievance; if the grievant is no longer working for the Employer, the nurse may attend the grievance remotely and outside of normal business hours, if necessary. The parties may decide which of their respective representatives in the meeting will participate and who will observe.

The Union 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. A conference among up to five (5) impacted and informed nurses (at the Union's discretion), the Union representative, up to two Local Unit Officers or designees, and the Chief Nurse Officer or designee shall be held within twenty-one (21) calendar days after receipt of the Step 3 submission for the purpose of resolving the grievance. The Chief Nurse Officer or designee shall respond in writing within fourteen (14) 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 Union may submit the issue in writing to final and binding arbitration within twenty-one (21) calendar days following receipt of the Chief Nurse Officer or designee's response. Within twenty-one (21) calendar days of the notification that the dispute is submitted for arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of seven (7) 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 endeavor to choose a date for the hearing within thirty (30) days of the arbitrator's proffer of their availability. If applicable, this deadline shall be extended for the time that the arbitrator is unavailable during the thirty (30) days. The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base their decision solely on the contractual obligations expressed in this Agreement. 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 only in cases where the facts are substantially identical. 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.

18.6 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may

require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission unless the parties mutually agree to stay timelines. If the parties agree to mediate, they shall equally split the costs of mediation.

## ARTICLE 19 – STAFFING

19.1 Staffing. The Employer's staffing plan and its implementation must include the following commitments. Each unit in the Employer's facilities shall maintain staffing levels that provide for safe patient care and for the health and safety of nurses. In order to provide safe patient care and for the health and safety of nurses, the Employer shall:

1. Provide staffing levels that enable nurses to receive meals and rest breaks;
2. Provide staffing levels that enable nurses to utilize their accrued paid time off;
3. Refrain from assigning nurses to provide care to more patients than anticipated by the agreed staffing matrix.

19.2 The parties agree to cooperate in an effort to ensure an appropriate relationship between patient care needs and staffing levels. These shall be appropriate subjects for the Hospital Staffing Committee's consideration. In the event the Employer proposes to change the care model on a nursing unit (e.g., to the matrix or staffing plan), it shall bring the proposed changes to the Hospital Staffing 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 their unit shall communicate this concern as soon as practical to their immediate supervisor who will utilize available management resources to attempt to resolve the situation.

19.3 When appropriate, the nurse should use the SRH Hospital Nurse Staffing Concern Form (available ~~here~~ on the Employer's intranet for electronic submission) or WSNA's Assignment Despite Objection form available at [wsna.org/ado](http://wsna.org/ado) to document the situation; a copy will be provided electronically to the manager, to WSNA, and the nurse. If the complaint is submitted on the SRH electronic Nurse Staffing Concern Form, the Employer will arrange for the written complaint to be electronically routed to the WSNA Nurse Representative and WSNA Nurse Staffing Committee Co-Chair. Standards established by the accrediting body shall be considered relevant criteria for determining appropriate staffing levels.

19.4 The Hospital Staffing Committee shall assume all responsibilities and activities required of it under RCW 70.41, and its successors. This includes, but is not limited to, producing the Employer's staffing plan and addressing complaints raised by nursing staff about staffing variances. At no time shall WSNA members have fewer than four (4) voting seats on the HSC; the Employer will not have more eligible voting members than the total voting members present from the "nursing staff" on the HSC at any given meeting.

At least fifty percent of the voting members of the HSC will be “nursing staff” (as defined in RCW 70.41.410(5)), who are nonsupervisory and nonmanagerial. The WSNA shall select the RN “nursing staff” members.

The remaining fifty percent of voting members will be selected by the hospital administration, in accordance with the requirements of RCW 70.41.420(2)(b).

Participation in the HSC will be on scheduled work time and compensated at the employee’s regular rate of pay. WSNA nurses who are members of the HSC will receive an additional 30 minutes of paid time to prepare for each meeting as long as they attend. If a member will miss at least three meetings, the member’s representative may designate an alternate bargaining unit member to attend and vote at committee meetings and will provide written notice to the committee’s Co-Chairs. The original member will return to attending meetings as soon as possible.

The HSC shall approve a staffing plan by a 50% + 1 majority vote of those present and eligible to vote pursuant to the charter.

At the request of a nurse raising a staffing concern at an HSC meeting, the WSNA Nurse Representative may attend the meeting.

Nothing in this Agreement shall be construed as waiving any rights or protection granted to represented nursing staff or the Parties under any applicable Federal or State law, Orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of government authority.

## 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 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. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement; however, nothing in this Agreement is intended, or is to be construed in any way, to interfere with the prerogative of the Employer to manage and control the hospital.

ARTICLE 22 – TERM OF AGREEMENT

22.1 Duration and Renewal. Except where otherwise noted, the Effective Date of this Agreement shall be the second full pay period after ratification by both the Union and SRH’s Board of Commissioners and shall continue in full force and effect through and including 11:59 p.m. May 31, 2027. Should either party desire to amend the Agreement, written notice must be given to the other party 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.

SKAGIT REGIONAL HEALTH

WASHINGTON STATE NURSES ASSOCIATION

By

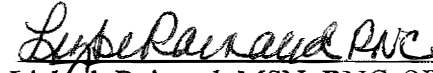


Brian Ivie  
CEO

By



Jayson Dick  
Director of Labor, WSNA



Lizbeth Rainaud, MSN, RNC-OB, c-EFM, Chair



Kimberly McCann, RNC, Membership Officer



Lacey Bernick, BSN, RN



Rachel Yates, RN, Treasurer



Kyla Malcan, RN

## APPENDIX A

### CLINICAL CARE GROUPS

#### ACUTE CARE GROUP A

UNIT	EXPLANATORY NOTE
IV Therapy	Can bump within unit and then to Acute Care Group - C
Operating Rooms	Can bump within unit, then to Group B Unit II, then to Acute Care Group - C
Oncology	Can bump within unit, then to Triage Clinic Group, then to Acute Care Group - C
Kidney Dialysis	Can bump within unit and then to Acute Care Group - C
Family Birth Center	Can bump within unit and then to Acute Care Group - C

#### ACUTE CARE GROUP B

Unit	EXPLANATORY NOTE
Group B Unit I: Periop; CCU; ED; Tier II Float	<p>Can bump within own unit, then Group B Unit I, then within Group B Unit II, and then to Acute Care Group - C.</p> <p>ED can bump within own unit, then Urgent Care, then Group B Unit I, then within Group B Unit II, then to Acute Care Group - C, then to Triage Clinic Group.</p>
Group B Unit II: SOU; Cath lab; DI; ENDO	Can bump within own unit, then Group B Unit II, and then to Acute Care Group - C, then to Triage Clinic Group.

ACUTE CARE GROUP C

Unit	EXPLANATORY NOTE
Unit Group: OSC; PCU; MPC; M●C; Tier I Float; Resource Nurse; Mental Health	Can bump within own unit, then unit group and then to Clinic Care Group - Triage

CASE MANAGEMENT GROUP

Unit	EXPLANATORY NOTE
Case Management	Can bump within own unit, then to Acute Care Group C, then to Clinic Care Group - Triage

HOSPICE CARE GROUP

Unit	EXPLANATORY NOTE
Hospice	Can bump within own unit, then into Acute Care Group - C or Case Management Group; and then into Clinic Care Group - Triage

CLINIC CARE GROUP

Unit	EXPLANATORY NOTE
Pro Time/Anticoag Nurse	Can bump within own unit, then within Clinic Care Group - Triage
Triage (including Staff RN)	Can bump within own unit, and then to Acute Care Group - C
Urgent Care	Can bump within own unit, and then to Acute Care Group - C or Clinic Care Group - Triage

## APPENDIX B .

### 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. Skagit Regional Clinics are defined as Skagit Regional Health care facilities other than Skagit Valley Hospital, Cascade Valley Hospital, the Hospitals' outpatient departments, and Hospice of the NW.
2. Meal Period. The provisions of 7.10 Meal and Rest Periods shall apply to Clinic nurses except that their unpaid meal period shall be between half an hour and one hour in duration, at the Employer's discretion.
3. 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.
4. Definition of Overtime. Except for Urgent Care clinics, which shall receive Overtime pursuant to Section 7.5 and Section 7.6, 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.

## APPENDIX C

### 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. Normal Work Day. The normal workday for Hospice nurses other than those in the position of a “Hospice Telepage Nurse” (see section 3 of this Appendix) shall consist of 8 hours plus an unpaid meal period of one hour, or 10 hours, plus an unpaid meal period of one hour. Hospice Nurses’ work day 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 their case management duties for that day. If a nurse believes it is necessary to work beyond the workday, the nurse must contact their supervisor to receive advance approval.

3. Hospice Telepage Nurse. This section 3 applies only to Hospice Telepage Nurses. A Hospice Telepage Nurse is a staff nurse regularly scheduled to provide after-hours telephonic services to Hospice patients after Hospice patients’ assigned nurse(s) are off duty. After telephonic triage, a Telepage Nurse may conduct a home visit when a float or visit nurse is not available.

3.1 Work Schedule. A 0.9 FTE constitutes six (6) fifteen-hour (15-hour) shifts in a two-week (2-week) pay period. The normal stand-by shift for Hospice Telepage Nurses shall be 15 hours from 5 p.m. to 8 a.m.

3.2 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 (4<sup>th</sup> Thursday in November), and Christmas Day (December 25). Minor Holidays include Memorial Day (last Monday in May), Independence Day (July 4), and Labor Day (1<sup>st</sup> Monday in September). Holiday Telepage coverage is from 12:00 midnight until 12:00 midnight on the designated holiday.

3.3 Compensation. Hospice Telepage Nurses shall be paid the Article 8.5 Standby Rate for fifteen hours of stand-by and a minimum of twelve (12) hours at the nurse’s designated base rate of pay for each 15-hour stand-by shift. If the nurse works more than a total of twelve (12) hours during the fifteen hour stand-by shift which shall include any time worked when held over at a patient location at the end of the fifteen hour stand-by shift, the nurse will be compensated at a call-back rate one and one-half times the nurse’s designated base rate of pay for those hours worked over twelve (12) hours, and double-time after fourteen (14) hours worked. No other contractual compensation will be paid to Telepage Nurses except as provided for in this Appendix.

3.3.1 Telepage Nurses will be paid at their regular base rate of pay for attendance at mandatory meetings.

3.3.2 Telepage Nurses will receive Weekend, Certification, Education, Preceptor, and holiday premium pay in accordance with Articles 7.11, 8.7, 8.8, and 9.19.5.

3.4 Leave Accrual and Deduction. Each 15-hour telepage stand-by shift constitutes twelve (12) hours minimum worked for leave benefit accruals. Each day of annual leave, holiday or sick leave used shall result in a deduction equal to twelve (12) hours.

3.5 Education. Education benefits shall be accrued and deducted as for any other nurse.

3.6 Telepage Orientation. When a new nurse is hired as a Hospice Telepage Nurse, the Employer will assign an experienced Telepage Nurse (which can include Telepage Nurses assigned as Relief Telepage Nurses) 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 their duties independently. The Employer will orient all Hospice nurses to Telepage duties and procedures.

3.6.1 Hospice Telepage Nurses, who have volunteered to be contacted by an orientee as back-up, shall receive a minimum of ten (10) minutes pay at their regular rate of pay for time spent responding to and documenting phone calls associated with the call for backup in addition to 15 hours of stand-by pay unless such calls occur during actual hours of work. Hospice Telepage Nurses under this Section will not be required to do any other Telepage Nurse work beyond supporting their orientees for telephonic back-up.

4. Relief Telepage Nurse. All Hospice Nurses who have completed orientation are expected to provide Relief Telepage support on a rotational basis for Hospice Telepage absences. 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 Relief Telepage duties. Nurses assigned to provide Relief Telepage coverage under this Section ("Relief Telepage Nurse") will have 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.

4.1 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.

4.2 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, provided skills, ability, experience, competence or qualifications are not overriding factors. An up-to-date rotational list will be posted next to the monthly schedule and will be available online. However, relief telepage nurses shall not be required to be on relief telepage for more than four (4) duty days per month or more than one (1) day per week or greater than every other weekend, unless mutually agreeable to the nurse and the Employer. If a relief telepage nurse feels that they cannot safely perform their 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 four (4) calendar months (January-April, May-August, September-

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.

4.3 Relief Telepage Nurses will be paid in accordance with Section 3.3.

4.3.1 For unscheduled (same day) telepage shift coverage, all nurses will be notified by email and text by the staffing coordinator/manager regarding the opportunity. The first nurse to respond to cover the shift will be paid a flat rate call back premium of \$250 for covering an entire telepage shift in addition to Telepage pay as defined in Section 3.3. If more than one (1) nurse covers the shift, the \$250 premium will be prorated by hours covered amongst the covering nurses.

4.3.2 For scheduled telepage shift coverage, if it is mutually agreed that two nurses will cover the telepage shift at 7.5 hours each, the covering Relief Telepage Nurses working half shifts will be paid a minimum of six (6) hours at the nurse's regular base rate of pay for the half shift.

5. Second Nurse Coverage During Telepage Shift. When the need for a second nurse during part of the period between 1700 - 0800 arises, usually to support continuous care, an email and text will be sent to all nurses by the staffing coordinator/manager to request volunteers. If no nurses volunteer, a second nurse will be assigned to 7.5 hours of the 1700 – 0800 shift according to the Relief Telepage rotational list. Nurses who volunteer to work at least 7.5 hours during the time of 1700 and 0800 will be given credit for a telepage shift and will go to the bottom of the Relief Telepage rotational list.

6. Mileage. When the Hospice or Hospice Telepage or Hospice Relief Telepage 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 their day at the main office or workstation the mileage reimbursement ends there. All mileage reimbursement will be paid at the IRS rate.

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 their home to the patient's home and then from the patient's home back to their home. If the nurse is at a personal appointment/function at a greater distance to the patient's home than from their home, the reimbursed travel time would be the mileage from their 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 their 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.

**MEMORANDUM OF UNDERSTANDING – ONE**  
Conference Committee Frequency and Negotiations

The Parties also agree that, unless mutually agreed otherwise, Conference Committee meetings will continue to occur during negotiations and that the Parties will not discuss matters in Conference Committee during negotiations that are the subject of bargaining.

SKAGIT REGIONAL HEALTH

By



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Brian Ivie  
SRH CEO

WASHINGTON STATE NURSES ASSOCIATION

By



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Jayson Dick  
Director of Labor, WSNA

**MEMORANDUM OF UNDERSTANDING – TWO**

SRH Sexual Assault Nurse Examiner (SANE)

Before working as a Sexual Assault Nurse Examiner Registered Nurse (SANE RN) the nurse must submit and have verified by Human Resources completion of accreditation through an SRH-approved program. The SANE RN is required to maintain current accreditation, attend SRH-required SANE meetings, and meet annual minimum training hours established by the Washington Coalition of Sexual Assault Programs. In order to maintain accreditation, ongoing training hours must be promptly reported to Human Resources. The number of nurses allowed into the SANE Program will be determined annually by SRH. Nurses will maintain a voluntary call schedule for the purposes of assigning SANE examinations. SRH will seek volunteers on a first come first served basis, using the SANE Program nurse roster. To ensure that SANE RNs receive proper rest between scheduled shifts, with their manager's approval SANE RNs may decline to work their next scheduled shift if working the shift would result in fewer than 12 hours rest between shifts, or they will be paid in accordance with Section 7.13 Rest Between Shifts.

An accredited SANE RN will receive a flat premium amount of four hundred dollars (\$400.00) per exam in addition to the nurse's other wages for hours worked performing the exam.

SKAGIT REGIONAL HEALTH

WASHINGTON STATE NURSES ASSOCIATION

By



Brian Ivie  
SRH CEO

By



Jayson Dick  
Director of Labor, WSNA

**MEMORANDUM OF UNDERSTANDING – THREE**

Existing Annual Leave

Vacations in 2025 or later that have already been approved by the effective date of this Agreement will be honored, and will count toward the vacation time allotment discussed above.

SKAGIT REGIONAL HEALTH

By



Brian Ivie  
SRH CEO

WASHINGTON STATE NURSES ASSOCIATION

By



Jayson Dick  
Director of Labor, WSNA

## LETTER OF UNDERSTANDING ONE

### Voluntary Employee Annual Leave Donation for 2024 Bargaining Team Members

This is a Letter of Understanding between the Washington State Nurses Association (“Union”) 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 2024 WSNA Bargaining Team Members.

Nurses will be allowed to donate annual leave hours to an annual leave donation pool for use by the Union’s 2024 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 Union with one (1) hour being the required minimum;
  - b) Their authorization for SRH 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 Union 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 by the bargaining team. 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 their 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.

## LETTER OF UNDERSTANDING TWO

### Ratification Incentive Bonus

RNs employed as of the Effective Date of this Agreement shall receive a sign on payment of \$1,000.00 for a full-time nurse, pro-rated by FTE at the time of the Effective Date; for purposes of this Letter of Understanding, nurses holding a 0.9 FTE or greater are considered full-time. Per Diems will be treated as having 0.2 FTE. This payment shall be payable no later than the Effective Date of the Agreement.