

COLLECTIVE BARGAINING AGREEMENT

By and Between

KLICKITAT COUNTY PUBLIC HOSPITAL DISTRICT 2
(Skyline Hospital)

and

WASHINGTON STATE NURSES ASSOCIATION

2020-2023

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By and Between

KLICKITAT COUNTY PUBLIC HOSPITAL DISTRICT 2
(Skyline Hospital)

and

WASHINGTON STATE NURSES ASSOCIATION

This Agreement is made and entered into by and between Klickitat County Public Hospital District 2 (Skyline Hospital), hereinafter referred to as the "Employer" or "Hospital," and the Washington State Nurses Association, hereinafter referred to as the "Association".

PREAMBLE

The purpose of this Agreement is to facilitate a harmonious employment environment for registered nurses that contributes to the mutual goal of providing quality patient care, by setting forth agreed-upon wages, hours of work and other conditions of employment, by fostering an orderly system of employer-employee relationships and by facilitating joint discussions and cooperative solutions to mutual problems.

ARTICLE 1 - RECOGNITION

The Hospital recognizes the Association as the exclusive bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Hospital, excluding supervisory and administrative/management positions, confidential employees, casual employees and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

2.1 Association Membership. All nurses who are covered by this Agreement may elect, but shall not be required, to become members of the Association. The Employer agrees not to actively encourage or discourage membership in the Association.

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

authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

The Employer agrees to deduct from the wages of each nurse who has signed a voluntary Washington State Nurses Foundation payroll deduction form, and remit bi-weekly to the Washington State Nurses Foundation (WSNF) in care of WSNA or its designee, the amount specified on the WSNF payroll deduction form. The sums transmitted shall be accompanied by a statement in a form specified by WSNA, reporting the name of each nurse for whom WSNF contributions have been made and the amount deducted for each nurse.

The Employer agrees to deduct from the wages of each nurse who has signed a voluntary Washington State Nurses Association Political Action Committee (WSNA PAC) payroll deduction form, and remit bi-weekly to WSNA PAC in care of WSNA or its designee, the amount specified on the WSNA PAC payroll deduction form. The sums transmitted shall be accompanied by a statement in a form specified by WSNA, reporting the name of each nurse for whom WSNA PAC contributions have been made and the amount deducted for each nurse.

2.3 Bargaining Unit Roster. Twice a year (in the months of October and May) the Employer shall provide, via electronic methods (such as Excel or similar product), the Association with a list of those nurses covered by this Agreement. This list will contain each employee's name, address, telephone number, employee identification number, work status (full-time, part-time or per diem), FTE status, assigned unit, job title, rate of pay and date of hire. Each month, the Employer shall provide, via electronic methods, the Association with a list of all employees 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 each employee's name, address, telephone number, employee identification number, work status (full-time, part-time or per diem), FTE status, assigned unit, job title, rate of pay and date of hire. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month.

2.4 Distribution of Agreement and Orientation. During the new hire's first week, the hospital shall provide thirty (30) minutes for the Association to meet with the new hire. The Association shall be responsible for the printing of the Agreement and contract distribution.

ARTICLE 3 - EQUAL OPPORTUNITY

The Employer and the Association agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

ARTICLE 4 - ASSOCIATION REPRESENTATIVES

4.1 Access to Premises (Association Staff). Duly authorized representatives of the Association may have access at reasonable times to those areas of the Employer's premises which are open to the general public. Association representatives shall not have access to patient care or other work areas unless advance notice has been given to the Employer. Access to the Employer's premises shall be

subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital. The Association agrees to limit its discussion of issues relating to contract compliance and related Association business to areas away from patients, families and the public. With reasonable advance notice, the Employer shall provide the Association with a conference room for such purposes.

4.2 Local Unit Chairperson. The Association shall have the right to select a Local Unit Chairperson (LUC) from among the nurses in the bargaining unit. The LUC shall be recognized by the Employer when the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and any other Association business shall be conducted only during non-working times (e.g., before or after shift, paid rest periods or meal periods), and shall not interfere with the work of other employees.

All notices and information from the Employer to the Association shall be provided to the WSNA Nurse Representative as identified by the Association to the Hospital. The address and telephone number to be used shall be as follows: WSNA Labor Representative, 575 Andover Park West, Suite 101, Tukwila, WA 98188, and telephone number 206-575-7979. The nurse may notify the hospital if different contact information is preferred.

4.3 Bulletin Board. The Employer shall furnish a bulletin board space at a location designated by the Employer for the use of the bargaining unit. The Association agrees to limit the posting of any Association materials to the bulletin board designated by the Employer.

4.4 Meeting Rooms. Subject to the Hospital's generally applicable guidelines, the Association shall be permitted to use the Hospital meeting/conference rooms for the purpose of conducting Association business.

ARTICLE 5 - MANAGEMENT RIGHTS

The Association recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, efficiently and economically, and/or meeting medical emergencies. The Association further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules including shift start times; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees consistent with RCW 49.28.130-150; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement

shall be administered by the Hospital in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 6 - DEFINITIONS

6.1 Resident Nurse. A registered nurse whose clinical experience after graduation is less than six (6) months with no current clinical training or experience. The resident nurse shall be assigned as a team member under close supervision by a preceptor who works on the same shift and unit as the resident and shall be responsible for direct care of a limited number of patients. Unless otherwise agreed to by the Employer and the nurse, resident nurses shall receive structured orientation and training of three (3) months under the direction of the preceptor to assure proper performance of assigned tasks.

6.2 Staff Nurse. A registered nurse employed by the Hospital who is responsible for the direct and/or indirect nursing care of a patient. An experienced nurse, returning to practice, who has recently completed an approved nursing refresher course, shall be classified as a staff nurse. Nurses employed as staff nurses shall receive up to four (4) weeks' orientation to their assigned units and positions, unless otherwise mutually agreed.

6.3 Preceptor. A preceptor is a nurse with at least one (1) year of experience in the clinical setting assigned by the Employer to assist with the new skill development of a student, resident nurse or a staff nurse changing clinical areas of practice. The Nurse Manager will select preceptors based on clinical skills, communication skills and teaching skills. Nurses designated as preceptors shall have these additional preceptor responsibilities considered in their regular patient care assignments and shall work on a one-on-one basis on the same unit and shift as the preceptee. The nurse (preceptee) assigned to the preceptor shall not be given patients outside the preceptor's patient load.

6.4 Clinical Coordinator. A clinical coordinator is a staff nurse who is assigned responsibility for clinical functions such as developing and assessing policies and procedures, specialty equipment and staff orientation and education in a specific area.

6.5 Full-Time Nurse. A full-time nurse is defined as a nurse who is regularly scheduled to work on a continuing basis thirty-two (32) hours or more in one (1) week or sixty-four (64) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

6.6 Regular Part-Time Nurse. A regular part-time nurse is defined as a nurse who is regularly scheduled to work on a continuing basis less than thirty-two (32) hours per week or less than sixty-four (64) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

6.7 Probationary Nurse. A probationary nurse is a nurse who has been hired by the Employer on a full-time or regular part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. The probationary period may be extended by written notice from the supervisor for a stipulated period of time, not to exceed an additional ninety (90) calendar days. If the probationary period is extended for a work performance reason, the Employer will provide the nurse with specific written goals and objectives to be met within a designated time

frame. All nurses shall be evaluated prior to or upon the completion of any probationary period. During the probationary period, a nurse may be discharged without notice and without recourse to the grievance procedure.

6.8 Per Diem Nurse. A per diem nurse works on an unscheduled or intermittent basis or as a temporary nurse for a limited period of time. Per diem nurses shall not accrue seniority nor shall they receive any benefits. Per Diems shall be compensated as follows: Per Diem nurses will move to the next longevity step on the wage scale upon completion of one thousand two hundred and forty-eight (1,248) hours. Per diem nurses shall be eligible for standby pay, callback pay, shift differentials, overtime pay, holiday premium pay for work on the holiday, and weekend premium pay. Per diem nurses will be scheduled to work as determined by the Employer. Per diem nurses will commit to be available to work a minimum of three (3) days per month and one of the following days: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. A per diem nurse's commitment to be available for one of these holidays shall count toward the nurse's three (3) day commitment in that particular month.

ARTICLE 7 - PROBATION, RESIGNATION AND TERMINATION

7.1 Probation. The first three (3) months from the date of hire shall be considered a probationary period, unless the probationary period is extended as provided for in Section 6.7. After successful completion of the probationary period, the probationary nurse shall be considered a regular employee.

7.2 Notice of Resignation. Nurses are encouraged to provide thirty (30) days' notice, but shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure to give required notice shall result in loss of accrued vacation. The Employer will give consideration to circumstances which would make such notice impossible. The Employer's decision shall be final and without recourse to the grievance procedure.

7.3 Discipline and Discharge. No full-time or regular part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. When the nature of the offense requires an immediate written warning, suspension or discharge, the Employer shall give due consideration to just cause principles prior to issuing such discipline. A nurse may request the attendance of an Association representative during any investigatory meeting which may lead to disciplinary action.

7.4 Drug and Alcohol Testing. The Employer and Association agree to Drug and Alcohol Policy, Addendum 1 to this Agreement.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

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

8.1.2 12-Hour Staffing. The normal work day shall consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

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

8.2.1 12-Hour Staffing. The normal, full-time, work period shall consist of three (3) twelve (12) hour shifts per seven (7) day period.

8.3 Innovative Work Schedules. Innovative schedules are defined as work schedules exceeding eight (8) hours per day that require some change, modification or waiver of this Agreement. Innovative work schedules may be established by the Employer with the consent of the nurse and notification to the Association at least fourteen (14) days in advance of the schedule posting date. Upon request by the Association, the parties will promptly meet for the purpose of negotiating the terms and conditions of the new innovative schedule. Where innovative work schedules are utilized, the Employer retains the right to revert back to an eight (8) hour schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after at least thirty (30) days' advance notice to the nurse.

8.4 Overtime. All time worked beyond forty (40) hours in the week or beyond twelve (12) work hours in a scheduled shift shall constitute overtime. All overtime shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular hourly rate of pay. For purposes of computing overtime, the nurse's regular hourly rate of pay shall not include applicable differentials and premium pay. Overtime shall be computed to the nearest one-quarter (1/4) hour. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved in advance when practicable by the supervisor. The Employer and the Association agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably to respond to emergency conditions consistent with RCW 49.28.130-150. Subject to the Nurse Practice Act, no nurse will be expected to work beyond the end of the nurse's scheduled shift to the extent that the nurse is not able to function with reasonable skill and safety with respect to care of the Hospital's patients. If the nurse can no longer function with reasonable skill and safety, the nurse should immediately discuss the matter with her/his immediate supervisor. The supervisor shall take all practical measures to transition the nurse's duties as soon as possible.

8.4.1 No Pyramiding. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one and one-half times the regular rate which would result in compensation exceeding one and one-half (1 1/2) times the regular rate.

8.5 Scheduled Standby/On-Call Pay. Nurses who are placed on low census standby (on-call) shall be paid at the rate of six dollars (\$6.00) per hour for all time spent on call. Nurses who agree to work an open shift and are then placed on low census standby (on-call), shall be paid at seven dollars (\$7.00) per hour for all time spent on standby (on-call). Standby pay shall not be paid once the nurse reports for duty.

8.6 Callback. A nurse called to work from scheduled standby status or from low census on-call shall be paid at one and one-half time (1 1/2) the nurse's regular rate of pay for all hours worked with a minimum of two (2) hours.

8.7 Meal/Rest Periods. Meal periods and rest periods shall be provided in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses shall be allowed a paid rest period of fifteen (15) minutes within the first four (4) hours of working time and a paid rest period of fifteen (15) minutes within the last four (4) hours of working time. In addition, nurses shall be allowed a paid rest period of ten (10) minutes between the end of the fourth (4th) hour of working time and the start of the eighth (8th) hour of working time. Nurses shall be permitted to combine the second rest period with their meal period to create a 40-minute break consisting of 30 unpaid minutes and 10 paid minutes.

8.8 Weekends. Full-time and regular part-time nurses shall be scheduled to have every other weekend off. Working in excess of every other weekend shall be by mutual agreement. Any full-time or regular part-time nurse who works on a weekend between 7:00 a.m. Saturday and 6:59 a.m. Monday shall receive one dollar (\$1) per hour as a weekend premium added to the nurse's regular rate of pay for each hour worked on the weekend.

8.9 Work on Day Off (for example, open shift). A nurse who performs clinical work on a scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked. A nurse must meet their FTE requirements to be eligible for open shift pay unless the nurse signs up for the open shift within 24 hours of working the open shift. Open shift pay will not be paid if sick leave is used to meet FTE requirements for a week. Prescheduled vacation time and low census time are counted towards meeting the FTE requirement under this section. A nurse may not be required to work on a scheduled day off.

8.10 Work in Advance of Shift or After Shift (for example, open shift). When a nurse, at the request of the Employer, agrees to report and reports for work in advance of the assigned shift or works beyond the assigned shift, all hours worked prior to and after the scheduled shift shall be paid at one and one-half (1 1/2) times the nurse's regular rate of pay. Hours worked from the beginning of the scheduled shift through the end of the scheduled shift will be at the nurse's regular rate of pay.

8.11 Work Schedules. The Hospital shall determine and post monthly work schedules by the tenth (10th) of the month immediately preceding the month in which the schedule is effective. Requests for days off shall be turned in to the Chief Nursing Officer or designee, by the first (1st) day of the month immediately preceding the month in which the schedule is effective. Once the schedule is posted, changes may be made only with mutual agreement of the affected nurse and the Hospital. With prior approval of supervision, a nurse may request a trade or substitute day(s) off with another nurse or nurses provided that the requested trade is submitted in writing in advance and will not create an overtime situation for the affected employees or result in a situation in which a nurse works a shift for which the nurse does not have adequate training.

8.12 Low Census. Low census is defined as a decline in patient care requirements or a period of low need resulting in a temporary staff decrease. During periods of low census, the Employer will

first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are insufficient volunteers, the Employer will rotate low census equitably among all nurses on each shift, providing skills, competence and ability are not overriding factors in the opinion of the Employer. In the event that a nurse is placed on low census, the nurse shall be released from duty for the remainder of the shift or be placed on call for the remainder of the shift unless otherwise mutually agreed. In the event of a unique learning experience for the preceptee, the preceptor shall not be subject to low census. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. Subject to skill, competency and ability in the opinion of the Employer, agency nurses and per diem nurses shall be released from work prior to implementing mandatory low census. A traveling nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and regular part-time employees. Inadvertent errors occurring during the administration of this section will be corrected on the next rotation.

8.13 Report Pay. The Hospital shall make a reasonable effort to notify nurses at least two (2) hours in advance of their regularly scheduled shift if the nurse is not required to report for work on that shift as a result of low census. Nurses who report as scheduled, and are released by the Hospital because of low census, shall receive a minimum of four (4) hours' work at straight time. The Hospital may assign the nurse to other nursing duties for which the nurse is qualified anywhere in the Hospital. Where the Hospital has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home at least two (2) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and the minimum guarantee provisions of this section shall not apply. Nurses may, but shall not be required to use accrued vacation or float hours to cover low census time off.

8.14 Shift Rotation/Variable Shifts. Unless mutually agreeable by the Hospital and the nurse involved, shift rotation/variable shifts shall not be used.

ARTICLE 9 - COMPENSATION

9.1 Wage Rates. Nurses employed during the term of this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix A.

9.2 Compensation Increases. All increases in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date designated.

9.3 Recognition for Past Experience. Full-time and part-time nurses shall be given full credit for continuous recent nursing experience in an accredited hospital when placed on the wage scale. For purposes of this section, "continuous recent nursing experience" is defined as appropriate direct patient care nurse experience in a hospital setting without a break in nursing experience which would reduce the level of nursing skills as determined by the Employer. Other nursing experience (e.g., clinic, home health, hospice, etc.) may also be credited as determined appropriate in the opinion of the Hospital.

9.4 Salary and Benefit Computation. For purposes of computing sick leave, annual leave, longevity (wage) steps and other conditions of employment, a "year" is defined as twelve (12) calendar months.

9.5 Preceptor Premium. A nurse assigned the duties of a preceptor shall receive a two dollar (\$2.00) per hour premium over the nurse's regular rate of pay for all hours worked in that capacity. Preceptor pay will be granted after submission of daily evaluation form within 24 hours of the end of the respective preceptor shift.

9.6 Clinical Coordinator Premium. The Clinical Coordinator Premium shall be one dollar and twenty-five cents (\$1.25) for all hours worked in the nurse's specialty.

9.7 Shift Differential. A nurse who works one (1) or more hours on the second (evening) shift shall be paid a shift differential of two dollars and twenty five cents (\$2.25) per hour over the regular hourly rate for those hours worked on that shift. A nurse who works one (1) or more hours on the third (night) shift shall be paid a shift differential of four dollars and twenty five cents (\$4.25) per hour over the regular hourly rate for those hours worked on that shift. The evening shift is defined as 3:00 p.m. until 11:30 p.m. The night shift is defined as 11:00 p.m. until 7:30 a.m. No shift differential shall be paid for any hours worked between 7:00 a.m. and 3:30 p.m., unless these hours are part of a regularly scheduled evening or night shift.

9.8 Certification Premium. Nurses who have obtained a certification listed below shall receive a premium of one dollar (\$1.00) per hour. The certification premium paid to a nurse shall not exceed two dollars (\$2.00) per hour, regardless of the number of certifications the nurse may hold. The Hospital recognizes the following certifications and degrees for the purpose of this section: CCRN, CNOR, CEN, CGRN, CRNI, SANE and either WCC or WOCN. Nurses who have a BSN or MSN shall receive a premium of one dollar (\$1.00) per hour premium and those with both shall receive one dollar and fifty cents (\$1.50).

ARTICLE 10 - VACATIONS

10.1 Vacation Schedule. Full-time and regular part-time nurses are eligible for paid vacation after completion of the probationary period in accordance with the following schedule:

<u>Years of Service</u>	<u>Regular</u>	<u>Regular</u>
	<u>Full-Time Nurses</u>	<u>Part-Time Nurses</u>
	<u>Paid Vacation</u>	<u>Paid Vacation</u>
1 & 2 years	96 hours	72 hours
3 years	104 hours	78 hours
4 years	112 hours	84 hours
5 years	120 hours	90 hours
6 years	128 hours	96 hours
7 years	136 hours	102 hours
8 years	144 hours	108 hours
9 years	152 hours	114 hours
10 years	160 hours	120 hours

After twenty-one (21) years of employment, on a one-time only basis, full-time nurses shall be granted an additional forty (40) hours of paid vacation and regular part-time nurses shall receive an additional thirty (30) hours of paid vacation. Vacations are cumulative up to one and one-half (1 1/2) of what is earned per year. If not taken, those hours over this amount will be forfeited.

10.2 Scheduling. Nurses are encouraged to present written requests for vacation as far in advance as possible but not less than ten (10) days before the work schedule is posted. Generally, nurses will be notified in writing within one (1) week after the request is submitted whether the vacation requested is approved or denied. In case of conflicting vacation requests, the nurse(s) who first submitted the request shall be given priority. If two or more nurses submit requests for the same day(s) off on the same day, priority shall be given on the basis of seniority. Insofar as the operation of the Hospital allows, vacation leave will be arranged for the convenience of the nurse where practical; however, patient care needs will take precedence over individual requests. Once a vacation request is approved, it may not be changed without mutual consent of the Hospital and the nurse involved.

10.3 Pay Rate. Vacation days shall be paid at the nurse's regular rate of pay excluding shift differential.

10.4 Payment Upon Termination. After completion of the probationary period, nurses shall be paid upon termination of employment for all vacation earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required fourteen (14) day prior written notice.

ARTICLE 11 - HOLIDAYS

11.1 Recognized Holidays. Upon completion of the probationary period, full-time and regular part-time nurses will be given time off with pay for the following holidays:

New Year's Day - January 1
Memorial Day
Independence Day - July 4
Labor Day
Thanksgiving Day - 4th Thursday in November
Christmas Day - December 25
Three (3) Floating Holidays

11.2 Compensation. Full-time nurses shall receive eight (8) hours of holiday pay for the recognized holiday (11.1) and regular part-time nurses shall receive six (6) hours of holiday pay for recognized holidays. For compensation purposes, all holidays begin at 11:00 p.m. on the eve of the holiday and end at 11:00 p.m. on the day of the holiday.

11.3 Day of Observance. Legal holidays that fall on weekends will be observed on the preceding Friday or following Monday for those nurses who work a Monday through Friday schedule. The

holiday will be observed on the actual weekend day it falls for those nurses who work a variable schedule which includes both weekdays and weekends.

11.4 Floating Holidays. Nurses earn three (3) floating holidays per year (See Section 11.1). Floating holidays do not accumulate from year to year and must be used by December 31 of each calendar year. Floating holidays may be taken at the discretion of the nurse subject to departmental staffing needs and prior approval of the Employer. New nurses shall be eligible for floating holidays only upon completion of ninety (90) calendar days of continuous employment. Nurses completing the probationary period after June 30 and before September 30 shall be eligible for two (2) floating holidays for the calendar year of hire. Employees completing the probationary period after September 30 shall be eligible for only one (1) floating holiday.

11.5 Holiday Premium Pay. All nurses covered under this Agreement who work a holiday recognized by this Agreement (11.1) will be paid at a rate of one and one-half (1 1/2) times their base hourly wage for all hours worked on that holiday. In addition, the nurse shall receive paid holiday time off (pursuant to Section 11.1) to be used thirty (30) days prior to the holiday or thirty (30) days following the holiday on a mutually agreed date. Nurses who are unable to take holiday time off within this period shall receive eight (8) hours of additional pay, excluding shift differential, in the first paycheck following thirty (30) days after the holiday. This holiday pay shall not be considered hours worked for purposes of calculating overtime. This section shall not apply to floating holidays. Nurses placed on standby on any shift which includes holiday hours shall receive double the on call rate specified in Article 8.5 for that shift.

11.6 Holiday During Vacation. If a holiday falls during a full-time or part-time nurse's vacation, the day will be considered a holiday rather than vacation.

11.7 Leaves of Absence. When a holiday is observed within a period of leave of absence without pay, no compensation will be paid for the holiday.

11.8 Unexcused Absences. An unexcused absence on the day prior to the holiday or the day following the holiday will result in loss of holiday pay.

11.9 Rotation of Holidays. The Employer will make a good faith effort to equitably rotate holidays.

ARTICLE 12 - SICK LEAVE

12.1 Accrual. Full-time nurses accrue paid sick leave credit to a maximum of ninety-six (96) hours per year. Regular part-time nurses accrue paid sick leave credit to a maximum of seventy-two (72) hours per year. Probationary nurses accrue but are not eligible to take sick leave.

12.2 Sick Leave. Sick leave will be administered in accordance with Hospital policy. Sick leave shall be paid at the nurse's regular rate of pay (excluding shift differential) for any bona fide illness or injury which has incapacitated the nurse from performing normal duties. A nurse may use accrued sick leave to care for a sick child under age 18 requiring treatment or supervision. Prior to payment of sick leave, the Employer reserves the right to request reasonable proof of illness or

injury. Proven abuse of sick leave will be grounds for discipline up to and including discharge. Pursuant to the Family Care Act (RCW 49.12.265 et seq.), an employee shall have access to sick leave in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse or domestic partner, parent, parent-in-law, grandparent or grandparent-in-law of the employee with a serious health and/or emergency condition.

12.3 Notification. Generally, to be eligible for sick leave, the nurse must notify his/her supervisor at least two (2) hours before the beginning of the nurse's shift, unless circumstances render such notification impossible.

12.4 Sick Leave Conversion. Any nurse who has not used any sick time for a calendar year and has the maximum allowed 720 hours shall convert sixteen (16) hours of sick time to vacation hours and retain the maximum of 720 hours sick leave.

12.5 Retirement. A regular nurse who is retiring from the facility after providing ten (10) years of continuous service shall be compensated for years of satisfactory service by receiving accumulated leave up to one-third (1/3) of the accumulated sick leave time.

12.6 Worker's Compensation. A nurse may supplement Worker's Compensation time loss payments with accumulated sick leave benefits, not to exceed the nurse's normal rate of pay.

12.7 Termination of Employment. No sick leave will be allowed during the last ten (10) days of employment. Exceptions may be granted at the sole discretion of the Employer and shall not be subject to the grievance procedure.

ARTICLE 13 - EMPLOYMENT PRACTICES

13.1 Personnel Files. A personnel file shall be maintained for each nurse. By appointment, nurses shall have access to their personnel file. If a nurse believes that any material placed in his/her personnel file is incorrect or a misrepresentation of the facts, the nurse shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of the nurse's personnel record until the material is removed or at the nurse's request. No documents other than routine payroll and personnel records will be inserted into a nurse's file without the knowledge of the nurse. Nurses may request, in writing, that their personnel file be reviewed and that records of disciplinary action be removed. Any removal of materials from the personnel file shall be at the sole discretion of the Employer. Records which are agreed to be removed shall not be considered relevant for future progressive discipline.

13.2 Job Posting. Job openings in the bargaining unit shall be posted for a minimum of seven (7) days excluding weekends and holidays. The requirements for the job shall be included in the posting. In the selection process, the Employer intends to select the most highly qualified applicant for the position. Where qualifications are not considered to be overriding factors in the opinion of the Employer, the senior nurse applying for such job will be given preference. For purposes of this Agreement, the term "qualifications" is herein defined to include such factors as skill, competence,

ability, experience, certifications, attendance/punctuality record and past performance, in the opinion of the Employer.

13.3 Meetings and Inservices. Nurses shall be compensated at the appropriate rate for all time spent at meetings or inservices required by the Employer.

13.4 Orientation. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures applicable to a nursing unit for which the nurse is not qualified or trained to perform. Nurses will receive appropriate orientation to those areas of the Hospital to which they are assigned.

13.5 Payroll Records. Payroll checks, computer printouts or other written records shall be available for nurses to determine their number of hours worked, rate of pay, sick leave accrued, vacation accrued and personal holidays.

13.6 Nursing Competencies. Nurses shall maintain annual competencies as required by state law or the Hospital. For purposes of this paragraph, annual competencies (primarily through HealthStream) shall include but not limited to: workplace violence, fire safety, NIHSS, equipment competencies (new and old, one time), rapid regulatory compliance, infection control, malignant hyperthermia, blood transfusion, safe patient handling (EZ lift, EZ stand), restraint education, EKG recognition and pain management. The Hospital will notify WSNA of new competencies and will meet and confer with the Association prior to establishing new Hospital-required competencies unless the implementation of State or Federal Regulations do not reasonably allow for meeting and conferring prior to the Hospital's establishment of new competencies. In the event there is not time to reasonably meet and confer prior to the Hospital's establishment of new competencies, the Hospital will notify WSNA of the new competencies and meet and confer immediately after establishing the new competencies. The Hospital shall provide paid time, tuition costs, and necessary travel and lodging costs for the purpose of completing hospital required education and with pre-approval by the Hospital. The Hospital shall provide time to nurses to complete their annual competencies. Nurses who fail to complete their competencies or who do not provide required documentation by December 31st of each year shall not be placed on the schedule.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 Requests for Leaves. After completing the probationary period, a full-time or part-time nurse may apply for a leave of absence. All leaves of absence are to be requested from the Employer in writing at least thirty (30) days in advance of the start of leave when possible and 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 twenty (20) days.

14.2 Maternity Leave. A maternity leave of absence shall be granted upon request of a nurse who has completed the probationary period for the period of time that the nurse is sick or temporarily disabled due to pregnancy or childbirth. If the nurse's absence does not exceed the actual period of disability due to pregnancy or childbirth, the nurse is entitled to return to work with the same unit, shift and FTE status. The nurse may use accrued vacation and sick leave during the maternity leave.

14.3 Family and Medical Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1,250 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 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.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law or this collective bargaining agreement, the leave 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 Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

14.4 Military Leave. A leave of absence shall be approved for a nurse who is required to fulfill a military obligation. Upon return from leave, a nurse shall be returned to his or her former position, unit, shift and FTE status.

14.5 FMLA – Leave to Care for an Injured Service Member. An eligible nurse is entitled to up to twenty-six (26) weeks of unpaid leave during any single 12-month period to care for a spouse, son, daughter, parent or next of kin with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. The single twelve (12) month period begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible nurse is limited to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. Only twelve (12) of the twenty-six (26) week total may be used for an FMLA-qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with U.S. Department of Labor regulations.

14.6 FMLA – Qualifying Exigency Leave. An eligible nurse is entitled to up to a total of twelve (12) weeks of unpaid leave during a rolling 12-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty, or has been notified of an impending call or order to active duty of a contingency operation. Exigency leave under the FMLA is available to a family member of a service member in the National Guard or Reserves; it does not extend to family members of service members in the Regular Armed Forces. This provision shall be administered in accordance with U.S. Department of Labor regulations.

14.7 Military Spouse Leave. Up to fifteen (15) days of unpaid leave will be granted to an eligible nurse (nurse who averages twenty (20) or more hours of work per week) whose spouse is on leave

from deployment or before and up to deployment during a period of military conflict. The nurse must provide his or her supervisor with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

14.8 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.

14.9 Education Leave. Subject to staffing requirements and budgetary considerations, regular full-time and part-time nurses shall be provided up to twenty-four (24) hours of paid education time per year for purposes of attending educational meetings, classes and seminars approved by the Employer. To be eligible for paid education leave, nurses must attend eighty percent (80%) of the department meetings and department-directed inservices, unless such meetings and inservices conflict with the nurses' Skyline Hospital work schedules.

14.10 Other Health Leave. For nurses who are not eligible for medical leave under Section 14.3 but have completed the probationary period, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to twelve (12) weeks, without loss of accrued benefits accrued to the date such leave commences. Nurses returning from a health leave under this section will be returned to the nurse's former position, if it remains unfilled. If the former position has been filled, the returning employee shall be assigned to the first available position for which the nurse is qualified.

14.11 Jury/Witness Duty. Full-time and part-time nurses who are called to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, including preparation time required by the Employer, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their base rate of pay for the hours the employee was scheduled to work. In the event that a nurse is required to perform jury/witness duty on a day that the nurse is scheduled to work, the nurse shall not be required to work the scheduled shift on that day. If released from jury duty, the nurse shall contact the Hospital to see if the nurse is needed for the remainder of the nurse's shift.

14.12 Personal Leave. After one (1) year of continuous employment, full-time and part-time nurses may be granted up to five (5) days off without pay upon request, provided such leave does not jeopardize hospital service.

14.13 Bereavement Leave. Up to twenty-four (24) hours of paid leave shall be allowed for death in the immediate family. Additional time off may be granted when extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, spouse, brother, sister, child, grandchild, or the step or in-law equivalent of parent, brother, sister or child.

ARTICLE 15 - SENIORITY- LAYOFF - RECALL

15.1 Seniority. Seniority shall be determined by the nurse's most recent date of employment as a full-time or part-time registered nurse in the bargaining unit. Bargaining unit nurses who take a non-bargaining unit position or a per diem position and subsequently return to the bargaining unit in a

full-time or part-time capacity without a break in employment shall retain previously accrued seniority for all purposes. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire.

15.2 Layoff. A layoff is defined as any mandatory reduction in a nurse's hours (FTE). Twenty-one (21) days' advance notice of layoff (or pay in lieu thereof to the nurse, prorated for part-time employees) will be given to the Association and to nurses subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control and unrelated to economic factors. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among those nurses affected by the layoff. Upon request, the parties will meet for the purpose of reviewing the order of layoff. Agency nurses and probationary nurses will be released prior to laying off regular nurses.

Layoffs shall be by department (Med-Surg, OR) and shift. In the event of a layoff, seniority shall be the determining factor unless skill, competency, ability or experience are considered overriding factors in the judgment of the Employer.

Any nurse who has been displaced as a result of this layoff procedure shall have the following options:

- a. Bump the least senior nurse in the same department on another shift or a combination of less senior nurse positions which would allow the nurse to retain up to the nurse's pre-layoff FTE;
- b. Bump the least senior nurse in the bargaining unit or a combination of less senior nurse positions which would allow the nurse to retain up to the nurse's pre-layoff FTE;
- c. Apply for a vacant position within the bargaining unit for which the nurse is qualified or could become qualified in the judgment of the Employer with up to four (4) weeks of orientation and/or training;
- d. Accept the layoff.

15.3 Recall. Nurses who have been laid off shall be placed on a reinstatement roster for a period of one (1) year from date of layoff. When a vacancy occurs in a department, nurses will be reinstated in the reverse order of the layoff. A nurse shall not accrue seniority or benefits while on layoff status. Upon reinstatement, the nurse shall begin to accrue seniority and other benefits (subject to any plan eligibility requirements) and shall have previously accrued seniority and benefits restored.

15.4 Termination. Seniority shall cease upon termination of employment; for example, discharge for just cause, resignation, retirement, failure to return to work on a timely basis from an approved leave of absence, refusal to accept a comparable job opening offered by the Employer while on layoff status, failure to (a) notify the Employer within four (4) business days of the employee's intent to return to work, or (b) report for work within two (2) weeks after the Employer deposits written notice of recall from a layoff by certified mail in the United States Post Office addressed to the last known address, unless the supervisor approves an extension, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures established by the Employer. The

Employer shall also notify the nurse by telephone on the day the notice is deposited by mail. The Employer will notify the Association of any recall procedures prior to the recall. Nurses on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. Failure to comply with the notification and reporting requirements contained herein shall result in termination.

ARTICLE 16 - BENEFITS

16.1 Medical Benefits. All full-time nurses and all regular part-time nurses who are scheduled to work an average of twenty-four (24) hours or more per week are eligible to enroll in the Employer's medical insurance program on the first of the month following completion of thirty (30) days of employment. For eligible nurses, the Employer will pay one hundred percent (100%) of the group hospitalization plan premium cost for nurse coverage after completion of the probationary period. If the nurse elects dependent coverage, the Employer will pay twenty percent (20%) of the premium cost for the dependent coverage. The nurse's share of the premium cost for medical insurance coverage will be paid through payroll deduction. Dependent coverage is available to nurses at their own expense. Benefits and plan eligibility requirements and other conditions for participation shall be defined by the plan documents.

16.2 Dental Benefits. All full-time nurses and all regular part-time nurses who are scheduled to work an average of twenty-four (24) hours or more per week are eligible to enroll in the Employer's dental insurance program on the first of the month following completion of the probationary period. The Employer will pay seventy-five percent (75%) of the nurse's premium cost. The cost of dependent coverage, if elected, shall be the sole responsibility of the nurse. Benefits and plan eligibility requirements and other conditions for participation shall be defined by the plan documents.

16.3 Retirement. The Employer will provide a retirement plan for eligible nurses. Under this plan, the Hospital will match fifty cents (\$.50) for each dollar (\$1) a nurse contributes up to an RN contribution of six percent (6%) of the nurse's gross wages each pay period. In no case will the Hospital contribute in excess of three percent (3%) of a nurse's gross salary. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan.

16.4 Life Insurance. Upon completion of the probationary period, nurses shall participate in the Employer's group life insurance plan document as defined in the employer's plan.

16.5 Other Insurance. The Employer will provide Workers' Compensation Insurance and Unemployment compensation Insurance in accordance with the laws of the State of Washington.

16.6 Plan Changes. In the event the Employer modifies its current plan or provides for an alternative plan(s), the Employer will notify the Association in writing of the plan changes and/or increased premiums. Following this notification, the Association may provide the Hospital with its comments and input regarding the changes for the Hospital's consideration. The Employer reserves the right to implement the Hospital's plan/premium changes following this review period.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

17.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

17.3 Grievance Form. The grievance shall be in written form and shall include the following: (1) a statement of the grievance and relevant facts, and (b) the provisions of the Agreement allegedly violated; and (c) the remedy sought.

17.4 Grievance Procedure. If a grievance arises, a nurse shall utilize the following procedure:

Step 1. Nurse and Supervisor.

If any nurse has a grievance, the nurse shall reduce the grievance to writing and shall deliver the grievance to the nurse's supervisor within twenty one (21) calendar days from the date the nurse was or should have been aware a grievance existed. As soon as possible thereafter, the nurse shall discuss the grievance with the nurse's supervisor. The supervisor shall respond in writing within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Nurse, Grievance Officer and Chief Nursing Officer.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall submit the grievance in writing to the Chief Nursing Officer, or designee, within fourteen (14) calendar days from the date the Step 1 response is received. The written grievance shall contain a description of the alleged problem, the date it occurred and the corrective action the grievant is requesting. A conference between the nurse (and the Grievance Officer or designee, if requested by the nurse) and the Chief Nursing Officer, or designee, shall be held within fourteen (14) days of the request. The Chief Nursing Officer 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.

Step 3. Administrator and Association Representative.

Within fourteen (14) calendar days of receipt of the Step 2 response, if the nurse is not satisfied with the reply in Step 2, the nurse may present the written grievance to the Hospital Administrator or designee. The nurse, local unit officer and the Association representative shall meet with the Hospital Administrator or designee within fourteen (14) calendar days for

the purpose of resolving the grievance. The Hospital Administrator or designee shall respond in writing within fourteen (14) calendar days after the Step 3 meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to final and binding arbitration within twenty-one (21) calendar days following receipt of the Step 3 response. Subject to timely notice by the Association, the parties will select an arbitrator to hear and determine the grievance. The parties will attempt to mutually agree upon a neutral arbitrator within the first twenty-one (21) calendar days after submission to arbitration. If the parties are unable to mutually agree, the parties shall request a list of eleven (11) names from the State Public Employment Relations Commission (PERC). The parties shall utilize the traditional striking of names methodology for selection of the neutral arbitrator. A coin will be flipped in order to determine who strikes the first name. The arbitrator will meet and hear the matter at a date to be mutually agreed upon by and between the parties and the arbitrator. A decision shall be reached within a reasonable period of time after the arbitration proceedings and after the filing of post-arbitration briefs, if applicable. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms and/or provisions of this Agreement. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Association. The arbitrator shall have no authority to substitute his judgment for that of the Employer nor reverse the Employer's exercise of discretion in management decisions involving patient care. The arbitrator shall be authorized to award compensatory damages but not punitive damages. Each party shall bear one-half (1/2) the expenses of the arbitrator. Each party shall be responsible for paying the expenses for their own representatives.

17.5 A nurse may seek the assistance of the Association at any stage of the grievance procedure.

ARTICLE 18 - STAFFING

18.1 Staffing. The parties agree to cooperate in an effort to provide an appropriate relationship between patient care needs and staffing levels. These shall be appropriate subjects for the Conference Committee's consideration. In the event the Employer decides to change the care model on a nursing unit, it shall bring the planned changes to the Conference Committee prior to implementation so that the parties have the opportunity to collaboratively discuss the model and recommend changes as appropriate. A nurse questioning the level of composition of staffing on his/her unit shall communicate this concern to her/his immediate supervisor who will utilize available management resources to attempt to resolve the situation. Additionally, the nurse may use a Health Safety Zone Portal form to document the situation which will be given to the supervisor. The nurse will receive a response to the Health Safety Zone Portal.

The Hospital's staffing plan and its implementation shall in no event violate the following commitments. Each unit of the Hospital's facilities shall maintain staffing levels that provide for

safe patient care and the health and safety of nurses. In order to provide safe patient care, the Hospital shall:

Make reasonable efforts to provide staffing levels that enable nurses to receive meal and rest breaks;

Make reasonable efforts to provide staffing levels that enable nurses to utilize their accrued paid time off.

A nurse questioning the level of composition of staffing on his/her unit shall communicate this concern to his/her immediate supervisor who will utilize available management resources to attempt to resolve the situation, except in emergent circumstances.

18.2 Staff Development. The Employer recognizes that the availability of continuing educational opportunities for its nurses is essential to assure quality patient care. Inservice education and orientation programs shall be instituted and maintained, with programs posted in advance. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Inservice education programs, as well as staff meetings, do not constitute “clinical work” and will be paid at straight-time. The procedures, attendance requirements and content for such programs shall be appropriate subjects for discussion by the Conference Committee.

ARTICLE 19 - CONFERENCE COMMITTEE

Conference Committee: A Conference Committee consisting of three (3) employees appointed by the Employer and three (3) employees selected by the Association shall be established to assist with personnel and other mutual problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the bargaining unit and to discuss matters of mutual concern. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall meet upon request but not more frequently than every other month. Such meetings shall not exceed one (1) hour in duration unless extended by mutual consent. An Association representative may attend Conference Committee meetings.

ARTICLE 20 - STAFFING COMMITTEE

Staffing Committee: The parties herein establish a Nurse Staffing Committee (NSC). This Committee shall meet quarterly and be responsible for those activities required under RCW 70.41, 70.41.420, and successor statutes thereto. The primary responsibilities of the nurse staffing committee shall include:

(a) Development and oversight of an annual patient care unit and shift-based nurse staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget. Factors to be considered in the development of the plan should include, but are not limited to:

(i) Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;

- (ii) Level of intensity of all patients and nature of the care to be delivered on each shift;
 - (iii) Skill mix;
 - (iv) Level of experience and specialty certification or training of nursing personnel providing care;
 - (v) The need for specialized or intensive equipment;
 - (vi) The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment; and
 - (vii) Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
- (b) Semiannual review of the staffing plan against patient need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the hospital;
- (c) Review, assessment, and response to staffing concerns presented to the committee.
- (4) In addition to the factors listed in subsection (3)(a) of this section, hospital finances and resources may be taken into account in the development of the nurse staffing plan.
- (5) The staffing plan must not diminish other standards contained in state or federal law and rules, or the terms of an applicable collective bargaining agreement, if any, between the hospital and a representative of the nursing staff.
- (6) The committee will produce the hospital's annual nurse staffing plan. If this staffing plan is not adopted by the hospital, the chief executive officer shall provide a written explanation of the reasons why to the committee.
- (7) Each hospital shall post, in a public area on each patient care unit, the nurse staffing plan and the nurse staffing schedule for that shift on that unit, as well as the relevant clinical staffing for that shift. The staffing plan and current staffing levels must also be made available to patients and visitors upon request.
- (8) A hospital may not retaliate against or engage in any form of intimidation of:
- (a) An employee for performing any duties or responsibilities in connection with the nurse staffing committee; or
 - (b) An employee, patient, or other individual who notifies the nurse staffing committee or the hospital administration of his or her concerns on nurse staffing.

ARTICLE 21 - HEALTH AND SAFETY

It is recognized that providing quality patient care in a safe work environment is a major goal for the Hospital and the Association. To this end, the Hospital shall provide a safe working environment. Nurses shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols, shall be furnished. The Hospital shall provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. In directing its work force, the Hospital will be guided by the Washington Industrial Safety and Health Act (WISHA) and Center for Disease Control (CDC) guidelines. Nurse safety questions may be presented by the concerned nurse for discussion to the Supervisor or, if not satisfied with this discussion, may present the safety question to the Chief Nursing Officer. Such questions may be submitted as a discussion item for the next meeting of the Conference Committee. Additionally, a nurse shall be elected to serve on the Hospital's Safety Committee.

ARTICLE 22 - UNINTERRUPTED PATIENT CARE

22.1 No Strike. It is recognized that the Employer is engaged in a vital public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. Neither the Association nor its members, agents, representatives, nurses or persons acting in concert with them, shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever during the life of this Agreement for any cause whatsoever.

22.2 No Lockout. The Employer agrees not to engage in any lockout during the life of this Agreement.

ARTICLE 23 - GENERAL PROVISIONS

23.1 State and Federal Laws. 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 term of the Agreement. If any provision is held invalid, the Employer and the Association shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

23.2 Entire Agreement. The parties acknowledge that during the negotiations which resulted in the Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the

other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered specifically or generally in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

ARTICLE 24 - SUCCESSION

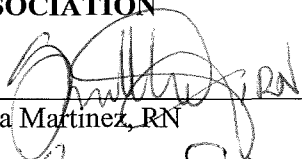
In the event the Hospital, on or after ratification of this Agreement, shall by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which in whole or in part, may affect the existing collective bargaining unit, then such successor organization shall not interfere with the current collective bargaining unit which will remain bound by each and every provision of this Agreement. The Hospital shall have an affirmative duty to call this to the attention of any organization with which it seeks to make such an agreement as aforementioned.


ARTICLE 25 - DURATION

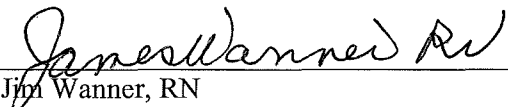
This Agreement shall be effective the date of ratification and shall continue in full force and effect to and including June 30, 2023, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Hospital at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence at a mutually agreeable time. In the event that negotiations do not result in a new agreement by the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Agreement.

SIGNED THIS 4th September day of ~~August~~ 2020.

WASHINGTON STATE NURSES
ASSOCIATION



Gena Martinez, RN

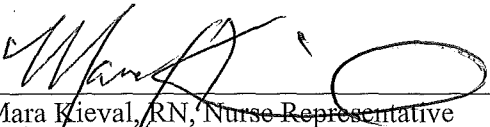

Laurie Smith, RN



Jim Wanner, RN


Anita Duvall, RN

Klickitat County Public
Hospital District 2


Robert Kimmes, Superintendent/CEO


Mara Kieval, RN, Nurse Representative


Lane Toensmeier, Labor Counsel

SKYLINE HOSPITAL

APPENDIX A - WAGE SCHEDULE

Each new wage scale is implemented on the effective date below. Employees shall move into the new effective step on her/his hiring anniversary date.

	Effective 7/1/2020*	Effective 7/1/2021*	Effective 7/1/2022*
	+3.0% Increase	+2.0% Increase	+2.0% Increase
Base (Step 1)	\$32.18	\$32.82	\$33.48
Year 1 (Step 2)	\$33.15	\$33.81	\$34.48
Year 2 (Step 3)	\$34.14	\$34.82	\$35.52
Year 3 (Step 4)	\$35.16	\$35.87	\$36.58
Year 4 (Step 5)	\$36.22	\$36.94	\$37.68
Year 5 (Step 6)	\$37.31	\$38.05	\$38.81
Year 6 (Step 7)	\$38.42	\$39.19	\$39.98
Year 7 (Step 8)	\$39.58	\$40.37	\$41.18
Year 8 (Step 9)	\$40.57	\$41.38	\$42.21
Year 9 (Step 10)	\$41.58	\$42.41	\$43.26
Year 10 (Step 11)	\$42.62	\$43.47	\$44.34
Year 11 (Step 12)	\$43.69	\$44.56	\$45.45
Year 12 (Step 13)	\$44.78	\$45.67	\$46.59
Year 13 (Step 14)	\$45.90	\$46.82	\$47.75
Year 14 (Step 15)	\$47.05	\$47.99	\$48.95
Year 15 (Step 16)	\$48.22	\$49.19	\$50.17
Year 17 (Step 17)	\$49.43	\$50.42	\$51.42
20 years +	\$50.91	\$51.93	\$52.97

Per diem nurses shall be compensated an additional twelve percent (12%) of base wage scale amounts.

* With the exception of the 7/1/2020 wage increase, the effective date of Collective Bargaining Agreement will be the ratification date.

* Wage increases shall be effective the first full pay period following the dates noted in Appendix A.

SKYLINE HOSPITAL

APPENDIX B - PAYROLL DEDUCTION

I hereby authorized my employer _____ to deduct my Washington State Nurses Association dues from my salary beginning with the next pay period. This money is in payment of annual dues to my professional association and is to be remitted to the Washington State Nurses Association. A copy of this authorization is to be retained by the above Employer and will remain in force until it is withdrawn by me in writing.

Date

Signature of Employee

SKYLINE HOSPITAL

ADDENDUM 1 - DRUG-FREE WORKPLACE

PURPOSE:

Skyline Hospital considers the health, safety, and well-being of its employees and the customers it serves to be of utmost importance. It is the Hospital's intent and obligation to provide a safe, secure and drug-free work environment. As a healthcare provider the Hospital is committed to the well-being of those it serves and employs. Employee education and assistance are essential to this process. Employees needing help in dealing with drug and/or alcohol problems are encouraged to seek rehabilitation. This policy shall not be the basis for random drug and/or alcohol testing of any employee.

POLICY:

Employees are expected and required to report for work in appropriate mental and physical condition. Possession, use, or working under the influence of any substance that can adversely affect alertness, coordination, decision making, safety, or job performance will not be tolerated. Employees must, as a condition of employment, abide by the terms of this policy. Violation will result in disciplinary action.

I. DEFINITION OF APPLICABLE TERMS:

- A. DRUG FREE WORKPLACE:** Absence of unauthorized controlled substances and inappropriate use of drugs and/or alcohol.
- B. CONTROLLED SUBSTANCE:** All chemical substances or drugs listed in any controlled substances acts or regulations applicable under federal, state or local laws.
- C. DRUGS:** All prescription and over the counter narcotics or medications that are not controlled substances.
- D. ON THE JOB:** An employee is considered "on the job" when the employee is scheduled for duty and is on Hospital property, including parking lots and all Hospital locations including while driving or riding as a passenger in a Hospital vehicle, and while conducting any Hospital business.
- E. UNDER THE INFLUENCE:** An employee is considered to be under the influence if the employee has any measurable or detectable levels of a controlled substance or levels of alcohol or drugs in the employee's system which would affect the employee's ability to perform the essential functions of the employee's job.

- F. **ESSENTIAL FUNCTIONS:** The fundamental job duties of the position held by the employee.

II. GUIDELINES:

- A. The Hospital does not condone the illegal use of drugs, controlled substances, or alcohol anywhere, anytime.
- B. Employees may not possess, consume, or be under the influence of alcohol, controlled substance, or drugs while on the job (except as provided otherwise in this section).
- C. Employees may not distribute, sell, or purchase drugs, controlled substances, or alcohol with the intent to abuse while on the job.
- D. An employee may use or be under the influence of prescription drugs when taken pursuant to a physician's orders or over the counter drugs when taken as appropriate only when there is no possibility that such use may impair the employee's ability to safely perform the employee's job or such use may adversely affect the employee's safety or patient safety or the safety of others. It is the employee's responsibility to be aware of the effects of any prescription or over the counter drugs that the employee may be taking, to be alert for any evidence of impairment, and to notify the employee's supervisor in the event the employee experiences any impairment, or to request rescheduling or temporary assignment.
- E. An employee may not possess, use or be under the influence of a controlled substance or alcohol while on the job, except when under, and in strict accordance with a physician's directions and when such use will not impair the employee's ability to safely perform the employee's job, and when such use will not adversely affect the employee's safety, patient safety or the safety of others.
- F. The Hospital will take into account and may take any action it deems appropriate in response to conviction of a charge to illegal possession, use, distribution, purchase, or sale of any drug, controlled substance, or alcohol, where the Hospital concludes that such conduct adversely affects the ability of the employee to perform her/his job.

III. TESTING FOR PROHIBITED SUBSTANCES:

Consistent with the Hospital's commitment to enforcement of this policy, testing for controlled substances, authorized drugs, or alcohol, shall be required of: (1) job applicants prior to placement of employees, (2) when there is reasonable cause or suspicion of impairment or policy violation following any pattern of job-related accidents for which the employee is culpable, and (3) employees returning to work while on a monitored treatment plan.

A. REASONABLE SUSPICION AND POST ACCIDENT TESTING:

- 1) Employees who are reasonably suspected by the Employer of being under the influence of alcohol or another prohibited drug will be subject to testing.
- 2) Reasonable suspicion must be based on observable evidence, including but not limited to:
 - Observed alcohol or drug use while on the job.
 - Apparent physical and/or mental state of impairment as indicated by odor of alcohol, slurred speech, staggering walk, etc.
 - Pattern of on-the job accidents or motor vehicle offenses for which the employee is culpable.
 - Fights, assaults, and flagrant or repeated violations of established safety, security, or other operating procedures.
 - Incoherent mental state.
 - Marked changes in personal behavior.

B. PROCEDURE:

- 1) Before an employee can be requested to have a drug test, the recommendation, based on reasonable suspicion as indicated by specific observation must be approved by the Administrator, or in his absence, the Chief Nursing Officer, or designee if neither are available. Prior to confronting an employee, the Employer will make every effort to insure the employee's behavior is observed by at least two individuals.
- 2) When an employee is asked to submit to testing the employee will be informed of the reason and will be informed that refusal is grounds for disciplinary action. An employee covered by a collective bargaining agreement may request the attendance of a union representative.
- 3) Employees will be requested to execute forms, including consent forms, as appropriate, prior to submitting to drug testing (see Appendix A). Failure to do so will be deemed a violation of this policy and/or refusal to cooperate with the testing program.
- 4) An employee under reasonable suspicion or post accident will be suspended with pay until test results are confirmed and verified.
- 5) In all circumstances of reasonably suspected impairment, the Hospital will obtain a specimen for drug testing and provide appropriate transportation for the employee to the employee's place of residence.

- 6) When a test result is positive the employee will be required to seek treatment through the following options: Washington Health Professional Services, or other licensed substance abuse programs. Failure to comply and cooperate in full will result in termination.

C. THE LABORATORY

The Hospital shall use an independent, NIDA-certified laboratory for all testing.

D. COLLECTIONS METHODOLOGY:

All specimen collection and tests for drugs and alcohol will be performed in accordance with scientifically accepted analytical methods to ensure accuracy of drug test results, quality control over laboratory analysis procedures and the protection of privacy. All specimen collections will be handled by Occupational Health.

E. SUBSTANCES TO BE TESTED:

Substances to be tested shall include but not be limited to the following:

- | | |
|------------------|-----------------|
| - Alcohol | - Meperidine |
| - Amphetamines | - Methadone |
| - Barbiturates | - Methaqualone |
| - Benzodiazepine | - Opiates |
| - Cannabinoids | - Oxycodone |
| - Cocaine | - Pentazocine |
| - Fentanyl | - Phencyclidine |
| - Ketamine | - Propoxyphene |

F. REVIEW AND REPORTING OF TEST RESULTS:

Negative test results will normally be reported to the Human Resources Director or designee. Positive test results will be reviewed in a timely manner by a qualified, out-of-house Medical Review Officer (MRO). The Hospital has designated a MRO who will provide an opportunity for the employee to discuss the positive test result, and who will review any available medical records to determine if a confirmed positive test resulted from something other than substance abuse. Only after this review will the MRO report test results to Human Resources.

G. CONSEQUENCES OF A POSITIVE TEST RESULT:

- 1) An employee who tests positive is subject to discipline which may include termination of employment. Recognizing that drug and alcohol abuse are treatable, employees who enter a treatment program will be granted medical leave and will be returned to work after successful completion of the treatment program. In those circumstances, the following will normally occur: The employee agrees to follow all recommendations made by the designated programs as applicable

under state and federal law. The employee will be required to sign a return to work agreement and successfully complete any recommendations including aftercare (See return-to-work agreement, Appendix B).

H. CONSEQUENCES OF A NEGATIVE TEST RESULT:

If a test is negative, all documentation, including test results, will be removed from the employee's record and destroyed.

IV. CONFIDENTIALITY:

Individual privacy will be maintained to the greatest degree possible consistent with operating needs.

- A. Test results will not be released without the written authorization of the tested individual other than to the testing lab, the MRO, the individual, Human Resources, the immediate Manager or designee and where required by law or subpoena to local, state, or federal authorities, and where the Hospital considers release necessary or desirable to respond to claims or assertions made by the tested individual. Every effort will be made to prevent indiscriminate disclosure.
- B. Written records regarding drug testing and/or communication with the employee regarding substance use and/or rehabilitation will not become part of the employee's personnel file but will be secured and stored separately unless mutually agreeable by the individual and the Human Resources Director. These records shall be available to the employee for review.
- C. The treatment program will discuss compliance issues only, not details of any recommendations, with Human Resources or the Manager following a referral, except where necessary to monitor compliance with a return to work agreement.
- D. The Hospital will not release an employee's rehabilitation or test records to a subsequent employer unless the employee requests it in writing or releases are required by law.
- E. Any confirmed incident of illegal substance use or alcohol misuse will be reported to all licensing boards and credentialing bodies, as required if a practice issue is involved.

V. RESPONSIBILITY:

Commitment to a DRUG-FREE workplace requires the cooperative efforts of everyone who works at Skyline Hospital.

- A. It is the responsibility of Skyline Hospital to monitor job performance. Managers will not attempt to diagnose the nature of the employee's problems, but will be alert to changes in behavior and will observe and document problems related to job performance and safety. Because of the Hospital's strong commitment to a DRUG-FREE workplace, managers who knowingly disregard the requirements of this policy may be subject to disciplinary action.
- B. It is the responsibility of all Skyline Hospital employees to maintain an acceptable standard of job performance regardless of the underlying cause or circumstances. Employees with personal problems are encouraged to seek assistance before these problems affect job performance. Failure to correct unsatisfactory job performance or behavior will result in disciplinary action.
- C. Nothing in this policy shall eliminate or modify the Hospital's right to discipline and/or terminate an employee for illegal or unauthorized drug, alcohol, or controlled substance use, except where an employee has successfully completed a treatment program pursuant to III-G of this policy.

SKYLINE HOSPITAL

APPENDIX 1 - CONSENT AND RELEASE

I, _____, hereby give my consent to, and authorize, Skyline Hospital to perform any testing or medical procedures necessary to determine the presence and/or level of alcohol/drugs in my body in accordance with the Hospital's drug-free workplace policy.

I further give my consent to release to Skyline Hospital or its designated agents, the results of such tests performed in accordance with the Hospital's drug-free workplace policy.

I realize that my refusal to sign this form constitutes a violation of the Hospital's drug-free workplace policy and may result in disciplinary action up to and including termination.

Employee

Witness

Date

SKYLINE HOSPITAL

APPENDIX 2 - RETURN TO WORK AGREEMENT

FOR _____

The return to work agreement is a three way agreement which helps impress upon the employee the importance of safe re-entry and protects job stability. It will also help prevent any misunderstandings as to the terms, conditions and time specified. The three parties who sign this contract are making a commitment to their part in the process of returning individuals to work.

I _____, have read, understood and agree to all of the terms of this Agreement, and fully understand that failure to comply with its terms may result in disciplinary action, up to and including termination of my employment.

I agree that:

1. I will abstain from the use of alcohol, and all other mind altering drugs.
2. I will enter and complete a chemical dependency treatment program and abide by the recommendations of that program regarding on-going treatment, aftercare and return to work.
3. I will maintain a regular work schedule that is mutually agreeable to all. This schedule must coincide with any restrictions in my Monitoring Program Contract. Stipulations regarding narcotic and medication access will be spelled out by my Monitoring Program Contract.
4. I will attend a minimum of one Alcoholics Anonymous, Narcotics Anonymous or other Twelve Step meeting each week for one year or as recommended by my case manager.
5. I will maintain an attendance verification record and submit that record to the designated employer representative on a _____ basis.
6. I will submit to random testing for drugs and alcohol when requested by my employer, work site monitor or case manager for as long as my case manager recommends.

By their signatures, the Employee, Employer and Work Site Monitor acknowledge that _____ has had the terms of this Agreement explained to him/her and that he/she has willingly agreed to them and that they have witnessed his/her signature on this agreement.

Employee

Dated: _____

Employer

Dated: _____

Work Site Monitor

Dated: _____



MEMORANDUM OF AGREEMENT

The Washington State Nurses Association (WSNA or Union) and Skyline Health (hereafter, Employer) hereby enter into the following Memorandum of Agreement:

RECITALS:

- A. To staff to our full potential to provide care for our community by offering an incentive for our nurses working extra shifts during these times.
- B. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community.


AGREEMENT:

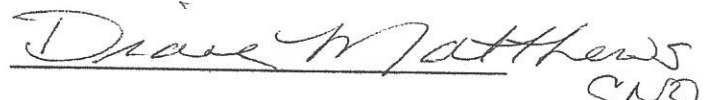
Employer agrees to pay WSNA RN's double-time for working open shifts. Double time will be paid after full-time and part-time staff have met their commitment of their scheduled FTE for the week and per-diem staff who have fulfilled their commitment of submitting 3 available shifts for the month.

DURATION.

This agreement will remain in effect from Oct 8, 2021 to Jan 31, 2022, with the understanding Employer may terminate this Memorandum of Agreement at any time upon written notice to WSNA.

DATED this 7th day of October 2021.


For Washington State Nurses Association


Employer