AGREEMENT

BETWEEN

PEACEHEALTH SOUTHWEST MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

2014 – 2017
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AGREEMENT

Preamble

This Agreement made between PeaceHealth Southwest Medical Center ("Medical Center") and the Washington State Nurses Association ("Association") seeks to facilitate a harmonious employment environment for registered nurses that contributes to the mutual goal of quality patient care, by setting forth below agreed upon equitable employment conditions and an orderly system of employer-employee relationships, as negotiated by the Medical Center and the Association in joint discussions to reach cooperative solutions to mutual concerns.

Article 1 – Recognition

1.1 The Medical Center recognizes the Association as the exclusive collective-bargaining representative for the following unit: all regular full-time, part-time, per diem, and relief registered nurses, including home care registered nurses, employed by the Medical Center at the following Vancouver, Washington facilities: Medical Center campus currently located at 400 N.E. Mother Joseph Place, Memorial campus currently located at 3400 Main Street, Memorial Health Care Center currently located at 100 East 33rd Street, Administration Building currently located at 602 N.E. 92nd Avenue, and Ray Hickey Hospice House currently located at 2112 East Mill Plain Boulevard; but excluding CRNAs, coordinator CRNAs, QM Coordinators, lead employee health nurses, employee health nurses, clinical educators, all other employees, guards, and supervisors as defined in the Act.

1.2 Bargaining unit registered nurses are referred to in this Agreement as "nurses" or "RNs", unless indicated otherwise.

1.3 Nurses excluded from the unit under 1.1 above may do work that is done by RNs, subject to the provisions set forth in the July 29, 1999, Letter of Understanding re Team Leaders, attached as Appendix A.

Article 2 – No Discrimination

2.1 Employment Discrimination:

The Medical Center and Association will comply with applicable laws prohibiting discrimination in employment matters against any employee because of race, color, creed, national origin, religion, sex, age, marital status, veteran status, disability, citizenship, ancestry, or any other legally protected status. This section is intended to include sexual orientation in accordance with any applicable law regarding that status.

2.2 Labor Discrimination:

The Medical Center and Association will neither discipline nor otherwise penalize any employee because of membership or non-membership in the Association or because of lawful activity for or against the Association; provided that such activity does not interfere with normal Medical Center routine, the employee's duties, or the duties of other Medical Center employees, unless the activity is expressly permitted by this Agreement.
2.3 Enforcement:

2.3.1 Alleged violations of this article by the Medical Center may be processed through jurisdictionally appropriate procedures, including the grievance procedure set forth in this Agreement.

2.3.2 Alleged violations of this article by the Association may be processed through jurisdictionally appropriate procedures, excluding the grievance procedure set forth in this Agreement.

Article 3 – Association Membership

3.1 Association Membership:

3.1.1 Nurses employed on the date of ratification who are not members of the Association shall not be required to join the Association as a condition of employment.

3.1.2 Nurses employed on the date of ratification who are members of the Association shall have 30 days from the date of ratification of this Agreement to withdraw membership from the Association by providing written notice by certified mail of such intent to the Association offices (575 Andover Park West, Suite 101 Seattle WA 98188) with a copy to PHSW Human Resources (PO Box 1600, Vancouver, WA 98668).

3.1.3 Nurses hired into a bargaining unit position after the ratification date of this Agreement shall be required as a condition of continued employment to join the Association within 30 days of their hire date. Provided, however, this provision shall not apply to any nurse who declines to join the Association by providing before the 31st day written notice by certified mail of such intent to the Association offices (575 Andover Park West, Suite 101 Seattle WA 98188) with a copy to PHSW Human Resources (PO Box 1600, Vancouver, WA 98668).

3.1.4 All current nurses who either remain members of the Association 30 days following ratification or voluntarily become members of the Association during their employment with the Medical Center, shall remain members, as defined below, as a condition of employment.

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

3.1.6 The Association may execute remedies for nurses who fail to meet the financial obligation of membership in the Association. Upon written notice to the Medical Center from the Association, the nurse may be suspended until such time that all financial obligations have been met. Any suspension may only be for up to thirty days. The Association may further require the Medical Center to terminate the nurse.

3.1.7 PHSW will notify nurses of Association membership requirements/options at the time of ratification of this Agreement or hire. The Medical Center will provide 30 minutes during new hire nursing orientation for a bargaining unit nurse designated by the Association to
discuss Association membership. The nurse designated by the Association will be on unpaid time.

3.1.8 Any nurse who is or becomes an Association member who is also a member of, and adheres to established and traditional tenets or teachings of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Association as a condition of employment. Such nurse shall, in lieu of dues pay sums equal to such dues to a non-religious charity or to another charitable organization mutually agreed upon by the nurse and the Association. A religious objection must be declared in writing to both the Association and PHSW Human Resources. Any nurse exercising their right of religious objection must provide the Association with monthly documentation of payments made to the agreed upon charitable organization or be considered in violation of the Membership provisions in this Article. PHSW will not deduct religious exemption charitable organizational contributions from the nurse’s paycheck.

3.1.9 For RNs who decide to become members of the Association, the Medical Center will deduct the Association dues from the pay of the RN, if the RN voluntarily submits a pay deduction authorization form for that purpose to the Medical Center. An RN who has submitted such a pay deduction authorization may revoke the authorization at any time, by submitting a written statement of it revocation to the Medical Center. The Medical Center will notify the Association in writing of the revocation.

3.1.9.1 Deductions made in accordance with this section will be transmitted by the Medical Center to the Association monthly by check payable to the Association’s order.

3.1.10 The Association will indemnify and hold the Medical Center harmless against any and all claims and claim-related expenses that may arise out of implementation of Article 3.

Article 4 – Definitions

4.1 Full-time RN: An RN who is regularly scheduled to work at least 70 hours in a pay period.

4.2 Part-time RN: An RN who is regularly scheduled to work at least 16 but less than 70 hours in a pay period. Benefit eligibility distinctions may exist between part-time RNs based on number of regularly scheduled hours of work.

4.3 Per Diem RN: An RN who is designated as either a Per Diem-A RN or a Per Diem-B RN.

4.3.1 Per Diem-A: An RN who is regularly scheduled to work (a) one weekend or two weekend shifts and two additional full shifts per work schedule period, and (b) three holidays per year (at least one from November through April, which will include Christmas Day every other year; and at least one from May through October), and who further works as needed by the Medical Center. The Requirements in the preceding sentence will not apply to the extent that the per diem RN’s regularly scheduled unit does not have weekend and/or holiday shifts for per diem RNs.
4.3.1.1 Per Diem-A RNs who fail to make themselves available for the minimum required number of shifts will be warned in writing upon the first occurrence and administratively terminated as a Per Diem-A for subsequent failure to make themselves available.

4.3.2 Per Diem-B: An RN who may be scheduled to work to fill in for vacations, approved leave, unscheduled absences or; (2) to fill in for unfilled scheduled shifts in accordance with Article 11.2.5 or; (3) to fill in after a nurse leaves their position until a new nurse can be hired.

4.3.2.1 Per Diem-B RNs who are not scheduled to work at least 96 hours during a six month period in the unit where they hold their Per Diem may be administratively terminated as a Per Diem-B.

4.3.3 Per Diem RNs are not eligible for any benefits for which per diem RNs were not eligible under the Medical Center's policies as they existed on March 1, 2003, except insofar as this Agreement expressly makes per diem RNs eligible for a particular benefit(s).

4.3.4 If a Per Diem RN has worked an average of at least 48 hours per pay period for four consecutive months in the same unit the RN or the Association may request that a vacancy be posted for a part-time or full-time position in the unit and shift consistent with the average number of such hours worked. However, the position will not be posted if the Medical Center does not intend to continue filling those hours on an ongoing basis or if the RN's hours were worked in place of an RN(s) on vacation, leave or to fill in after a nurse leaves their position until a new nurse can be hired up to four months. This four month limitation will not apply to situations where a nurse intern is being trained to competence.

4.4 Relief RN: An RN who is assigned to the Resource Team to be on-call as needed by the Medical Center, which may include voluntarily working regularly scheduled hours. To continue in Relief RN status, the RN must work at least 96 hours during each six month period beginning on March 1 and September 1 of each year. Education hours do not count toward the 96 hour requirement.

4.4.1 Relief RNs who do not meet the 96 hour minimum may be administratively terminated as a Relief.

4.4.2 If a Relief RN has worked an average of at least 48 hours per pay period for four consecutive months in the same unit, the RN or the Association may request that a vacancy be posted for a part-time or full-time position in the unit and shift consistent with the average number of such hours worked. However, the position will not be posted if the Medical Center does not intend to continue filling those hours on an ongoing basis or if the RN's hours were worked in place of an RN(s) on vacation, leave or to fill in after a nurse leaves their position until a new nurse can be hired up to four months. This four month limitation will not apply to situations where a nurse intern is being trained to competency.

4.5 Relief Charge Nurse: An RN from a unit and shift designated to perform unit management functions normally performed by the unit's Team Manager or Team Leader, in the following circumstances:
4.5.1 A relief charge nurse will be designated when the unit's Team Manager or Team Leader is not present on the unit as normally scheduled, provided it is anticipated that the absence, excluding meal and rest periods, will be for at least a total of four hours of the shift.

4.5.2 A relief charge nurse may be designated when the unit's Team Manager or Team Leader is not present on the unit for less than the period specified in 4.5.1, at such times as the Team Manager or Team Leader deems appropriate.

4.5.3 Filling a relief charge nurse position does not constitute filling a job vacancy under this Agreement.

4.5.4 The relief charge nurse's additional responsibilities in that capacity will be considered in determining his/her direct patient care assignments.

4.6 Temporary Employee: A licensed registered nurse who is employed for a defined, limited period of up to six months.

4.7 Exempt RN: An RN who is paid on a salary basis as defined under the federal Fair Labor Standards Act.

4.8 Non-exempt RN: An RN who is not paid on a salary basis as defined under the federal Fair Labor Standards Act.

4.9 Resource Team RN: An RN who is on the Resource Team.

Article 5 – Orientation

5.1 The Medical Center will provide an orientation program for bargaining unit RNs, which will include orientation to the unit(s) where the RN is regularly assigned and to the unit(s) where the Medical Center anticipates that the RN may be assigned. The orientation program may vary by department, unit, and RN, depending on factors such as task assignments, prior experience, and established competencies.

5.2 The objectives of unit orientation are to (a) introduce RNs to the unit's procedures and routines, including the promotion of safe, quality patient care on the unit; and (b) provide RNs with learning experiences relevant to their responsibilities and assignments.

5.3 Should any RN feel that he or she requires more orientation to a particular unit than provided by the Medical Center, the RN will inform his/her unit manager.

5.4 An RN's manager may assign additional orientation for a particular RN on a case-by-case basis.

Article 6 – Floating

6.1 This article applies to RNs assigned to work in a unit other than their regularly assigned unit. When such an assignment is made, it is known as "floating".
6.1.1 Resource Team RNs may be assigned to multiple units without reference to this article.

6.2 The Medical Center may assign an RN to float to any of the following:

6.2.1 A full nursing assignment in any unit in the same low census clinical grouping as the RN's regularly assigned unit.

6.2.2 A full nursing assignment in any unit outside the RN's regularly assigned low census clinical grouping where the nurse has been oriented.

6.2.3 A "functional assignment" in any unit.

6.2.3.1 A "functional assignment" in a unit is defined as nursing care, under the direction of a licensed registered nurse regularly assigned to the unit, which the RN can perform independently or in concert with other unit staff.

6.2.4 When floated, the RN may ask for, and will receive, orientation to unit operational necessities such as location of supplies, equipment, and medications by the nurse in charge.

6.2.5 If an RN believes that he/she is not unit competent for the float assignment, the RN may indicate the reasons why, at the time of the assignment, to the designated individual in charge of the RN’s regularly assigned unit or the unit to which the RN has been assigned to float. If the designated individual agrees with the RN, the RN will be assigned a “functional assignment” only. If the designated individual disagrees with the RN, the issue will be immediately reviewed by the administrative manager. If the RN is assigned, after completion of the assignment, the RN may bring the matter to the RN’s department director for review.

6.2.6 As used in this article, "low census clinical grouping" has the same meaning as defined in 10.1.1.

6.3 Floating from a unit will be assigned in the following order:

6.3.1 Volunteers.

6.3.2 Agency and traveling nurses, unless at the time of the nurse's engagement there is a restriction on the nurse's being floated or the Medical Center determines that the nurse possesses special skills, knowledge, or ability that cannot be replaced by the remaining RNs within the unit, shift, and job classification.

6.3.3 Resource Team RNs.

6.3.4 Relief RNs.

6.3.5 Per Diem RNs.

6.3.6 RNs whose turn it is to be assigned to float under the rotation set forth in 6.4, except that probationary RNs will not be included in this rotation.
6.3.7 The floating procedure may be varied when the Medical Center determines that variation is necessary (a) to provide for quality patient care in any unit, (b) when an RN possesses special skills, knowledge, or ability that cannot be replaced by the remaining RNs within the unit and shift from which the floating assignment is made, or (c) because of government requirements. The Medical Center will make a written record of the reason for the variation.

6.4 The floating rotation will be as follows:

6.4.1 There will be semi-annual floating assignment measuring periods, one commencing with the first full pay period beginning on or after January 1 and the other commencing with the first full pay period beginning on or after July 1. The least senior RN(s) subject to 6.3.6 who has not been floated since the commencement date of the floating assignment measuring period will be floated.

6.4.2 If all RNs subject to 6.3.6 have been floated since the commencement date of the floating assignment measuring period, the RN(s) with the least recent floating assignment in that floating assignment measuring period will be assigned to float, in reverse order of seniority.

6.4.2.1 Floating assignments for this purpose include all floating under 6.3.

6.4.3 The floating rotation procedure is separate from the low census time rotation procedure.

6.4.3.1 When low census time occurs in one low census clinical grouping and there is a simultaneous need for an RN in another low census clinical grouping, the floating procedure will take precedence over the low census time procedure.

**Article 7 – Introductory Period**

7.1 New Hires and Rehires:

7.1.1 The RN will be in an introductory period for 3 months. An RN's introductory period may be extended by the RN's manager, by written notice at least three calendar days before the end of this 3-month period, for up to another 3 months. The written notice will include an explanation for the extension. (Example: An RN hired on April 15 will be in the introductory period until July 15 of the same year; and the RN's extended introductory period may be until October 15 of the same year.)

7.1.2 During the introductory period, the RN's employment may be terminated by the RN or the Medical Center without advance notice. Termination of employment during the introductory period will not be grievable.

7.1.3 Upon successful completion of the introductory period, the RN will become a regular employee. A performance appraisal will be completed by the RN's manager within 30 days of completion of the introductory period.
Article 8 – Corrective Action and Termination

8.1 Resignation:

8.1.1 A non-introductory period RN is expected to give written notice of resignation of employment at least 14 calendar days in advance (30 calendar days for ARNPs) of the RN's departure date. Paid Time Off (PTO) may not be used in place of this notice.

8.1.2 Payment of accrued but unused PTO will be in the RN's final paycheck. A non-introductory period RN who has not given the above notice (based on the date the notice is actually received by the Medical Center) will not be entitled to payment of such PTO time.

8.1.3 If a non-introductory period employee has resigned and, within six months of resignation, has been rehired, the employee's seniority will be reinstated and treated as if the resignation had not occurred, except that PTO time and any other compensation and benefits paid to the RN in connection with the resignation will not be reinstated.

8.2 Corrective Action:

8.2.1 Non-introductory period RNs may receive corrective action, in the form of oral warning (with a written record of the oral warning), written warning, suspension with written warning, or discharge, as determined by the Medical Center to be appropriate in the circumstances. The sequence of the above forms of corrective action should be progressive except in circumstances when the RN's conduct or action is determined to be severe enough to warrant a more advanced form of corrective action.

8.2.1.1 Counseling is discretionary. It is not considered a form of progressive discipline. It does not constitute corrective action under this article, unless specifically identified in writing as a warning or other form of corrective action.

8.2.2 A written statement of the reasons for the corrective action will be provided to the RN when the corrective action is communicated to the RN.

8.2.3 A non-introductory period RN who believes that her/his corrective action was without just cause may present a grievance under this Agreement's grievance procedure.

8.2.4 Just cause exists if there is evidence that the RN engaged in misconduct, does not meet job requirements, or has not met the Medical Center's job performance expectations.

8.2.5 When an RN is required by the Medical Center to attend an investigatory interview and the RN reasonably believes that the interview may result in corrective action for the RN, the RN may request the presence at the interview of an Association representative or another RN, whoever is available at the time of the interview. The interview will not be postponed unless mutually agreed by the RN and the Medical Center.

8.2.5.1 The Medical Center's response to the RN's request for the presence of another person at the investigatory interview will be in accordance with National Labor
Relations Board requirements. Alleged violations of this paragraph and the preceding 8.2.5 will be subject exclusively to National Labor Relations Board procedures and will not be subject to the contractual grievance procedure.

**Article 9 – Employment Practices**

9.1 **Personnel Files:** Personnel records will be maintained for each RN. By prior arrangement with the Human Resources department, an RN may inspect his/her personnel records regardless of where they are maintained. Upon request of the RN, the Medical Center may, in its discretion, remove any written corrective action record that is dated more than 24 months before the date of the request if there has not been any further corrective action of the same nature since the date of the record.

9.2 **Change of Status:** The Medical Center will record an RN's change of status with respect to rate of pay, leave of absence, status hours, department, and termination. Change of status forms will be part of the RN's personnel records.

9.3 **Payroll Records:** The Medical Center will make available to each RN a pay stub showing the RN's number of hours worked in the pay period and the RN's accrued but unused PTO and EIB hours.

9.3.1 In the case of any discrepancy between (a) information on the pay stub and (b) the RN's actual hours worked or actual accrual of hours, then (b) will control.

9.4 **Travel:**

9.4.1 An RN's necessary time spent traveling between different assigned work sites during the work day (for example, from one home care visit to another) is considered to be time worked.

9.4.2 When an RN is required by the Medical Center to use his/her own vehicle to travel on behalf of the Medical Center, the RN will be paid for mileage necessarily traveled on such assignment at the Internal Revenue Service's business standard mileage rate then in effect.

9.4.3 Time and mileage spent traveling to an RN's initial work site, or from the RN's final work site, are not considered time worked or eligible for payment.

9.4.3.1 A Home Care or Hospice RN who is required to work at an initial or final work site (other than a Medical Center facility) which is farther from the RN's residence than the distance between the RN's residence and the Medical Center facility where the RN is normally expected to report, will be eligible for mileage under 9.4.2 above to that initial work site or from that final work site, computed as follows: the distance from the applicable work site to the RN's residence, less the distance from the RN's residence to the Medical Center facility where the RN is normally expected to report. The RN shall also be reimbursed for parking expenses incurred if the RN has to pay for parking in order to serve the Medical Center's patients.

9.5 **Wearing Apparel:** The Medical Center will provide RN wearing apparel only if specifically agreed to in writing by the Medical Center and the Association. The Medical Center will appoint three
nursing managers and the Association will appoint three RNs to an ad hoc wearing apparel committee to consider RN use of scrubs. When change in a department's RN use of scrubs is being considered, the committee will meet to review the potential change. The committee's consideration of whether or not a department should provide or continue to provide scrubs will include, but not be limited to (1) the type of patient care required in the department, (2) the health and safety of the RNs in the department, (3) the availability of other wearing apparel, and (4) cost.

9.6 Parking: An ARNP with medical staff privileges and obligations for inpatient care will, at the same facility where he/she performs inpatient care, be subject to the same parking privileges and obligations as medical staff physicians at that facility.

**Article 10 – Seniority**

10.1 Definitions as used in this article are as follows:

10.1.1 Low census clinical groupings:

1. Medical/Surgical Units (2 North, 2 South, 3 North, 3 South, 4 North, 4 South, 4 West, Surgical 7, Surgical 8), Rehab M.D. Practice, Neuroscience, Medical/Surgical Resource Team
2. ICU, CVICU, PCU
3. Family Birth Center, NICU
4. Emergency, Critical Care Resource Team
5. PACU
6. Same Day Services, Pre-Assessment Services (PAS), Endoscopy, Short Stay
7. Surgery
8. Behavioral Health Services
9. Vascular Access
10. Interventional Pain Clinic
11. Care Management
12. CVAD, CVO
13. Diagnostic Imaging (CT, MRI, Ultrasound; Nuclear Medicine)
14. Hospice
15. Hospice House
16. Home Care
17. Radiation Oncology
18. Trauma Services
19. Heart and Vascular Program, Cardiac Rehab
20. Breast Care Center

10.1.2 Job classifications:

1. Lead ARNP
2. ARNP
3. Team Leader (including Trauma Nurse Coordinator, Lactation Program Coordinator, and Nurse Navigator)
4. Coordinator (including Nurse Specialist and Case Manager and excluding those coordinators specifically mentioned in other classifications)
5. Staff Nurse (including HomeCare RN, Wound & Ostomy Nurse, Cardio-Vascular RN, Diagnostic Imaging RN, Psychiatric RN, and Clinical Documentation Specialist)
6. Clinic RN
7. RNFA

10.1.3 RIF (reduction in force) groupings:

1. ICU, CVICU, Emergency, Trauma Services, Critical Care Resource Team, and PCU
2. Surgery
3. Family Birth Center and NICU
4. Medical/Surgical units (including 3 North, 3 South, 4 North, 4 South, 2 North, 2 South, Surgical 7, Surgical 8), Inpatient Rehab (4 West), Medical/Surgical Resource Team, Home Care, Hospice, Hospice House
5. Rehab M.D. Practice, Neuroscience, Radiation Oncology, Interventional Pain Clinic, Vascular Access, Care Management, Heart and Vascular Program, Breast Care Center, Behavioral Health Services, and Cardiac Rehab
6. CVO, Endoscopy, Short Stay, Same Day Services, PACU, CVAD, PAS, and Diagnostic Imaging

10.1.4 Seniority: Continuous employment in a position that requires a registered nurse license by the Medical Center since the employee's most recent date of hire. Length of service as an employee of the Medical Center shall be used to determine PTO and EIB accruals. When two RNs have the same seniority, the RN with the greater number of hours worked during the preceding 13 full pay periods will be deemed to be more senior. Seniority will be lost upon termination of employment (except as noted in paragraph 8.1.3 of this Agreement) or as otherwise set forth in this article.

Grandfather Clause: Those RNs who are employed by the Medical Center as of May 1, 2008, will be able to continue using “continuous employment by the Medical Center in any capacity” for seniority purposes.

10.1.5 Unit: Any of the units listed in 10.1.1, the Resource Team, and any other units that may subsequently be established in the bargaining unit.

10.1.6 Restructure: Restructure means the reallocation of nurses within a unit or units due to the merger, consolidation or other overall reorganization of units resulting in a mandatory shift change, a mandatory unit change and/or an increase in FTE status. If a restructure results
in the layoff of nurses, however, the provisions of Section 10.3 Reduction in Force shall apply instead of the provisions regarding Restructure. Determinations regarding the staffing of units, including whether a restructure of a unit or units is advisable, are the exclusive right of the Medical Center.

10.2 Restructure Process:

10.2.1 Staff within the restructured department(s) shall be given the opportunity to voluntarily adjust work schedules to fill open positions and meet the joint needs of the Employer and staff members.

10.2.2 The Employer shall notify the Association and nurses who may be displaced by a Restructure at least thirty (30) days prior to implementing the Restructure. The Employer will be available to meet with the Association within the thirty (30) days to discuss the procedures to be utilized to accomplish the Restructure.

10.2.3 The parties shall negotiate the specific procedure to be followed regarding the impact of a Restructure on displaced nurses. Among qualified personnel, the principle of seniority shall be recognized except if the Medical Center and Association mutually agree otherwise. Attempts will be made to accomplish a unit Restructure through intra-unit transfers, to the extent possible.

10.2.4 No RN will be hired in any RN position for which there is a qualified RN on the recall list.

10.3 Reduction in Force (RIF): The following procedures will be used when the Medical Center decides to eliminate or reduce status hours ("RIF") for an extended period of time or when the Medical Center and the Association agree to substitute such action for low census time:

10.3.1 The Medical Center will identify the status hours or status hour position(s) to be eliminated or reduced within a unit, shift, and job classification.

10.3.1.1 The Medical Center will give the Association notice of the RIF at least 20 calendar days before implementing the RIF.

10.3.1.2 The Medical Center will provide the Association with a list of the RNs in the identified unit, shift, and job classification, in order of seniority; their status hours; the position(s) and/or status hours to be eliminated or reduced; and a list of bargaining unit job vacancies.

10.3.2 During or instead of a RIF, the Medical Center will take the following actions:

10.3.2.1 Agency and traveling nurses will not be scheduled to work, unless they possess special skills, knowledge, or ability that cannot be replaced by the remaining nurses within the unit, shift, and job classification.

10.3.2.2 Utilization of introductory period employees, first, and then of temporary employees in the position(s) identified in 10.3.1, will be eliminated in reverse order of
seniority before any other RNs in the impacted unit. Seniority for this purpose will be determined separately for the introductory period employees and the temporary employees.

10.3.2.3 Relief and per diem RNs may be used in the unit, shift, and job classification, except that they will not be assigned a regular schedule of work unless no qualified unit RN on the recall list is available to work that schedule.

10.3.3 By agreement of the department director and volunteer RNs in the unit, shift, and job classification identified in 10.3.1, those employees may take a voluntary reduction in status hours up to the number of status hours to be reduced. RNs whose status hours are voluntarily reduced will be placed on the recall list for their respective reductions in hours.

10.3.4 When RN hours are involuntarily eliminated or reduced, the least senior RN(s) in the status hours or status hour position(s) identified in 10.3.1 will be displaced from the hours to be eliminated or reduced and placed on the recall list for their respective reductions in hours.

10.3.4.1 For an RN who was on a leave of absence at the time of an involuntary elimination or reduction in hours, return to work from the leave will be subject to application of the provisions of 10.3.4 as if the RN had not been on leave at the time of the reduction.

10.3.5 Notification Date: the date that the RN is informed that their position will be impacted by a RIF. Selection Date: the date the displaced nurse will exercise options in the following sequential order.

10.3.5.1 Step One: The displaced RN(s) may elect to fill any job vacancy for which the RN is qualified, in accordance with 10.3.5.8.

10.3.5.2 Step Two: If Step One is not used, the displaced RN must bump a less senior RN in the same job classification and shift in the applicable RIF grouping who has the same FTE. If no bump position is available, the RN must bump within the applicable RIF grouping a less senior RN in the same job classification with a lesser FTE for which the displaced RN is qualified or the least senior RN within no greater than .2 FTE. If the nurse refuses the available bump the nurse will be placed in lay off status (Step Four).

10.3.5.3 Step Three: If Step Two is not used, the displaced RN must bump the least senior RN in the same job classification, at the same FTE or within a .2 FTE (plus or minus) within the bargaining unit provided the displaced RN is qualified. If the nurse refuses the bump the nurse will be placed in lay off status (Step Four).

10.3.5.4 Step Four: If Step Three is not used, the displaced RN may go on layoff. This option will apply if no other option is exercised. Laid off RNs on the recall list may apply for and will be selected for relief or per diem job vacancies in the same job classification and unit, in order of seniority. If the RN fills such a relief or per diem vacancy, the RN will no longer be deemed to be on layoff for the purposes of 10.3.4. Such RNs will be given preference for relief hours in their unit over more
recently hired relief RNs, provided they request such work at least 7 days in advance of the schedule's expected posting date.

**10.3.5.5** The bumped RN will then be considered a displaced RN for the purposes of exercising rights under 10.3.5.

**10.3.5.6** For purposes of exercising rights under 10.3.5:

**10.3.5.6.1** A displaced "lead" RN may elect to follow the above procedure in either the RN's own job classification or the job classification for which the RN was the lead; and

**10.3.5.6.2** A displaced ARNP may elect to follow the above procedure in either the RN's own job classification or the Staff Nurse job classification.

**10.3.5.7** An RN on the recall list will be given priority in filling a job vacancy under 10.3 (other than relief or per diem vacancies), if the RN is qualified in that job classification and if the RN makes timely application for the vacancy. If there is more than one applicant covered by the preceding sentence, priority will be in order of seniority.

**10.3.5.8** The word “qualified,” as used in 10.3.5, means that the RN has the skill, ability, experience, competence or qualifications for the position. Such factors will not be considered overriding factors if, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels within six weeks. If the RN assumes such a position and then does not meet its requirements within six weeks, the RN will be placed on layoff status.

**10.3.6** The RIF procedure may be varied when the Medical Center determines that variation is necessary to provide for quality patient care in the unit or RIF grouping. Where the RIF procedure is varied, the Medical Center will, in advance of the variation, give the Association notice and a written explanation of the reasons for the variation.

**10.4 Recall:**

**10.4.1** RNs on the recall list will be eligible for recall to a vacancy within the same unit, shift, job classification, and status hours that they were in immediately prior to displacement under 10.3, in order of seniority.

**10.4.2** Recall rights will not be lost by exercise of an option or performing work (e.g., taking an extra shift) under 10.3.5 (other than 10.3.5.1).

**10.4.3** Recall rights will be lost under any of the following situations:

**10.4.3.1** The RN rejects recall under 10.4.1; or

**10.4.3.2** The RN has been on the recall list without recall for 9 consecutive months; however, this period will be extended for another 3 months if the RN works in a relief
or per diem or temporary capacity in the same job classification and RIF grouping for at least 208 hours during the first 6 months on the recall list; or

10.4.3.3 The RN fails to return to work at the time specified for recall, unless the RN arranges with the RN's manager, within 10 calendar days of the earlier of actual notice of recall or the mailing of a certified notice of recall, for a different return date; or

10.4.3.4 The RN has applied for and obtained another position under 10.3.5.7 or 10.6.

10.4.4 An RN will be terminated if the RN has been on layoff for the applicable period specified in 10.4.3.2 or cannot be reached earlier for recall purposes by the Medical Center at the address and telephone number on file with the Medical Center's Human Resources department.

10.5 Low census time: The following procedure will be used for temporary decreases in RN hours ("low census time") that do not fall under 10.3:

10.5.1 The Medical Center will identify the RN hours to be decreased within a low census clinical grouping, shift, and job classification.

10.5.2 Low census time will be given to the RNs (including relief and per diem RNs) in the job classification and low census clinical grouping who are assigned to work that shift, in the following order and in accordance with the rotation set forth in 10.5.3, as described below:

a) Agency and traveling nurses will be removed from the identified hours, unless the Medical Center determines that they possess special skills, knowledge, or ability that cannot be replaced by the remaining RNs within the unit, shift, and job classification. In addition, if an agency or traveling nurse has already been removed for the maximum number of hours allowed for the pay period under the nurse’s contract with the Medical Center, or 24 hours, whichever is greater, the nurse will not be removed and the rotation will continue as outlined in the bulleted paragraphs below.

b) RNs who would receive time-and-one-half or greater pay for working any part of the shift, in rotation as set forth in 10.5.3.

c) RNs who volunteer for low census time under this Article 10.5.3 will be granted the low census time in order of seniority as described in this paragraph. The most senior RN within any unit and shift where voluntary low census time is being offered will be granted the low census time. If any RNs are granted low census time under this paragraph and also placed on call during this time, those RNs will be called back in reverse order of seniority, with the least senior RN being called in first.

d) Relief RNs, in rotation as set forth in 10.5.3.

e) Per diem RNs, in rotation as set forth in 10.5.3.
f) RNs who would be working an extra shift or in excess of their status hours, in rotation as set forth in 10.5.3.

g) RNs whose turn it is to be given low census time under the rotation set forth in 10.5.3.

10.5.3 The low census rotation is as follows:

10.5.3.1 There will be semi-annual low census measuring periods, one commencing with the first full pay period beginning on or after January 1 and the other commencing with the first full pay period beginning on or after July 1.

10.5.3.2 In each measuring period, the least senior RN(s) who has not been given low census time in that measuring period will be given the low census time. If all RNs have been given low census time in that measuring period, the RN(s) who have been given the fewest low census time hours in the measuring period will be given the low census time. If there is more than one RN with the fewest low census time hours, the least senior of these RNs will be given the low census time.

10.5.3.3 Low census time includes all low census time given within a measuring period, except, for purposes of the first low census date, any low census time that was for less than two hours.

10.5.3.4 When an RN (including Resource Pool RNs) is working in a low census clinical grouping, even if not regularly assigned there, the RN will be covered by 10.5 for that clinical grouping and all of the RN's low census time hours in the measuring period that are included under 10.5.3.3 will apply.

10.5.3.5 It is each RN's responsibility as soon as feasible to enter the RN's low census time in the low census record maintained in the RN's unit.

10.5.4 The low census time procedure may be varied when the Medical Center determines that variation is necessary (a) to provide for quality patient care in the low census clinical grouping or (b) where an RN possesses special skills, knowledge, or ability that cannot be replaced by the remaining RNs within the unit, shift, and job classification.

10.5.5 The Medical Center will assign an RN who has been given low census time to one of the following during the low census time:

10.5.5.1 Release from work and placement on on-call status; or

10.5.5.2 Release from work, without placement on on-call status. If the RN is called to work during the low census time, the RN may either work at the RN's straight-time rate of pay or decline the call-in.

10.5.6 An RN may choose to utilize or not utilize accrued PTO hours to cover the low census time, in accordance with the automated time entry procedure for this purpose.
10.5.7 The Medical Center will attempt to notify the RN, at the last telephone number given by the RN to the Medical Center, not to report for work, at least one (1) hour before the shift starting time. In the absence of a documented attempt to so notify the RN, the RN will be paid two hours of report pay if the RN reports to work as previously assigned.

10.6 Job vacancies: The following procedure will be used for filling RN vacancies, except when the vacancy is filled under the Reduction in Force (RIF) procedure:

10.6.1 The vacancy will be posted electronically every Tuesday and Friday, accessible to RNs off-site, and by whatever other means the Medical Center uses generally.

10.6.2 Qualified RN applicants from the same unit as the vacancy who apply within the first 4 days of the posting will have priority over non-unit (including non-bargaining unit) applicants. Among qualified in-unit applicants for a vacancy, priority will be in order of seniority.

10.6.3 Qualified RN applicants who apply within the first 7 days of the posting will have priority over non-bargaining unit (including non-employee) applicants, unless the Medical Center determines that any of the latter possess special skills, knowledge, or ability relevant to the vacancy and not possessed by the employee applicants.

10.6.3.1 Among qualified in-house RN applicants for a vacancy, priority for the vacancy will be in order of seniority, except that such applicants determined by the Medical Center to possess special skills, knowledge, or ability relevant to the vacancy and not possessed by the other applicants will be given priority in order of seniority.

10.6.4 Relief RNs may use their seniority under 10.6.2 and 10.6.3, provided the relief RN has worked at least 48 hours total in the immediately preceding six completed pay periods.

10.6.5 RN applicants will have 7 days from the date of a written offer to accept or decline a position.

10.6.6 Notwithstanding anything in this 10.6 to the contrary, the Medical Center may, in its discretion, refuse to allow an RN to fill a vacancy in another unit, if the RN has received a written corrective action within the previous 6 months.

Article 11 – Hours of Work

11.1 Definitions of terms used in this Agreement:

11.1.1 Work day: 24 continuous hours beginning at 12:00 a.m. (midnight) and ending the following 11:59 p.m.

11.1.2 Work week: A 7-day period beginning on Sunday at 12:00 a.m. (midnight) and ending the following Saturday at 11:59 p.m.

11.1.3 Pay period: A 14-day period beginning on the Sunday designated by the Medical Center at 12:00 a.m. (midnight) and ending two weeks later on Saturday at 11:59 p.m.
11.1.4 Emergency: An internal or external disaster requiring additional staff, a diversion of patients from a unit(s) due to lack of staff that was not anticipated 72 hours earlier, or when an RN already at work cannot be released from work without endangering a patient(s).

11.2 Work Schedules:

11.2.1 Work schedules will cover at least an established 4-week or calendar month period, as determined by a unit's scheduling manager, and will be posted at least 13 days in advance of the beginning of the schedule period.

11.2.2 Work shifts will be scheduled for 6, 8, 9, 10, or 12 hours, or 4 hours with the consent of the RN to fill in the gaps where an 8-hour shift either precedes or follows a 12-hour shift, excluding meal periods, or such other work shifts as provided in the subsections below:

11.2.2.1 Other work shift schedules that exist at the time of ratification of this Agreement may be continued in the same unit and shift.

11.2.2.2 Alternative work schedules, including other durations of work shifts or positions involving more than one standard shift (as defined in the Premium Pay article), provided the Medical Center notifies the Association of the intended posting when the Human Resources department receives the posting request. The Medical Center will provide the Association with the name of the nurse selected to fill the position.

11.2.3 Regular full- and part-time RNs will have schedule preferences over per diem and relief RNs.

11.2.4 If an RN desires specific day(s) off in a schedule, the RN must request them on-line or in writing, on the form designated by the Medical Center for that purpose, at least 14 days in advance of the schedule's expected posting date. The decision to grant or deny such requests will be made based upon anticipated staffing needs and in accordance with the following:

11.2.4.1 For requests made not more than 10 months but not less than 2 months in advance of the beginning of the schedule period for which time off is requested, the Medical Center will respond to the requests received during a calendar month within 14 days after the end of that calendar month. Preference in granting such requests within a unit and shift will be by seniority. However, an RN may not use seniority for a requested holiday off if the RN was granted that holiday off in the immediately preceding year. If a request is denied under this procedure, the requesting RN may file a new request(s) in subsequent months.

11.2.4.2 For requests made not more than 2 months in advance of the beginning of the schedule period for which time off is requested, but not less than 14 days in advance of the schedule’s expected posting date, preference in granting such requests within a unit and shift will be given to the earliest request(s) received. When two or more such requests are received on the same date, preference within a unit and shift
will be by seniority. However, an RN may not use seniority for a requested holiday off if the RN was granted that holiday off in the immediately preceding year.

11.2.4.3 In any event, PTO time will only be approved for an RN(s) who is expected to have sufficient accrued but unused PTO time to cover the requested time off, based on their accrual level, when the requested PTO time would begin.

11.2.4.4 Requests for more than 3 weeks in total will not be granted during the period from the Saturday before Memorial Day to September 15, unless approved by the unit manager and a majority of the RNs with status hours positions on the same unit and shift as the requesting RN.

11.2.4.5 Once a request for PTO time has been granted, the RN will not later be required to find a replacement for that PTO time.

11.2.5 If RNs request extra work in a schedule before the day of the schedule's expected posting date, priority in assigning extra work, up to 2 additional shifts in a pay period per RN, will be given to RNs in the following order: RNs whose requested extra shift would be paid at straight-time rates, either in whole or in part; part-time RNs; per diem RNs; relief RNs; and then full-time RNs. If two or more RNs in a category (e.g., part-time RNs) have requested extra work, the most senior RN will be assigned the work (up to the two-additional-shift maximum). For up to seven days after a schedule has been posted, priority in assigning extra work will be given in order of seniority.

11.2.6 Once posted, a schedule may be changed by the Medical Center only for changes in start and end times of the shift (if the shift duration remains the same) subject to 11.2.6.1; an emergency as defined in 11.1.4; trades between RNs that have been approved by the RNs' manager; as provided elsewhere in this Agreement, such as for reductions in force, low census time, floating, or change in an RN's status; or by mutual agreement of the RN and manager.

11.2.6.1 Changes in start times of a shift will not be by more than three hours. Changes in the end time of shifts shall be with the agreement of the impacted RN. Nurses may elect to use low census hours to cover any decrease in the shift length. If the change involves more than a half hour in start and end times, it will be given to the RNs on that unit and shift who are scheduled for the start and end times to be changed, in the following order:

11.2.6.1.1 Volunteers.

11.2.6.1.2 The RN(s) who have been given the least recent change in start and end times in the unit and shift, in reverse order of seniority.

11.2.6.2 Nothing in this Agreement constitutes a guarantee of work or of patterns of work shifts.

11.2.7 Units that are doing self-scheduling at the time of ratification of this Agreement may continue to do self-scheduling, subject to each schedule's being approved by the Medical Center prior to posting.
11.2.7.1 In units where self-scheduling does not exist, it may be introduced by agreement of the Medical Center and a majority of the RNs in the unit.

11.2.7.2 In units where self-scheduling exists, it may be discontinued by agreement of the Medical Center and a majority of the RNs in the unit.

11.2.8 The Medical Center will make available all scheduled and approved paid time off (PTO) requests in each unit in a format readily available to all unit RNs. The format will be updated after new approvals are made.

11.3 Meal and rest periods:

11.3.1 RNs will be allowed unpaid 30-minute meal period(s) added to each work shift as defined in 11.2.2, as follows:

11.3.1.1 One such meal period in connection with each 6 or 8 hour work shift; or

11.3.1.2 Two such meal periods in connection with each 10 or 12 hour work shift; or

11.3.1.3 As agreed to by the RN and the Medical Center in connection with alternative work schedules permitted under 11.2.2, consistent with applicable law.

11.3.1.4 If an RN works 3 or more hours longer than the scheduled duration of a work shift of at least 8 hours, an additional meal period will be allowed.

11.3.1.5 Waiver of a meal period(s) may occur in accordance with applicable law.

11.3.1.6 If an RN cannot be relieved from work during the meal period because of the nature of the RN’s work, the RN will be paid for the time worked during the meal period.

11.3.1.7 The Medical Center will not post any position conditioned upon the waiver of a meal period permitted by applicable law.

11.3.2 There will be 15 minutes of rest for each of the first two 4-hour periods of the work shift and 10 minutes of rest for each subsequent 2-hour period. Missed rest breaks shall be treated as additional time worked for pay purposes under this Agreement.

11.3.2.1 These rest periods may be taken continuously or intermittently during the shift, as agreed to by the RN and the Medical Center.

11.3.2.2 RNs who ask for these rest breaks, and who cannot be relieved under any circumstances for all of their break time minutes during at least two shifts in a pay period, may refer the situation to the conference committee for review.
11.4 Overtime:

11.4.1 Overtime compensation will be paid to non-exempt RNs, at one and one-half (1-1/2) times the RN's regular straight-time hourly rate of pay, for all hours worked under one of the following situations:

11.4.1.1 For all hours worked in excess of 40 in a work week; or

11.4.1.2 For all hours worked in a shift in excess of the RN's regularly scheduled shift duration. The RN's applicable shift duration for determining eligibility for overtime compensation under this section will be as follows:

11.4.1.2.1 If the RN has one regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under 11.4.1.2, for all shifts to be worked, will be that duration.

11.4.1.2.2 If the RN has more than one regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under 11.4.1.2 will be the duration specified for the shift to be worked.

11.4.1.2.3 When the applicable shift duration for determining eligibility for premium pay is less than 8 hours, excluding meal periods, overtime compensation under 11.4.1.2 will be paid only for hours worked in excess of 8 in the shift.

11.4.1.3 With respect to RNs on an 8/80 agreement, for all hours worked in excess of 8 in a shift or 80 in a pay period. This section is instead of 11.4.1.1 and 11.4.1.2.

11.4.1.4 Home Care, Hospice, and Interventional Pain Clinic RNs will be paid overtime compensation exclusively in accordance with 11.4.1.1.

11.4.2 A non-exempt RN will be paid at one and one-half (1-1/2) times the RN's regular straight-time hourly rate of pay for all hours worked in a shift if the RN had less than 8 hours off prior to the first hour worked in that shift. This premium pay will not apply if the RN was on-call but was not called back, was on education leave other than as required by the Medical Center to attend a designated educational meeting or class, attended a staff meeting, worked as the result of a trade, or requested to work an extra shift.

11.4.3 There will be no pyramiding of one and one-half and/or higher premiums.

11.4.3.1 Any hour for which such premium is payable under a provision of this Agreement will not be counted toward any other one and one-half or higher premium for any other hour, except that holiday hours paid at one and one-half times the regular straight-time hourly rate will be counted towards weekly overtime.
11.4.3.2 No more than a single one and one-half (or higher) premium will be applied to any hour.

11.4.4 An RN is authorized to work overtime hours only with the prior approval of the Medical Center.

11.5 Shift rotation: An RN will be scheduled for a specific shift (day, evening, or night), except that an RN will work different shifts under any of the following circumstances:

11.5.1 By mutual agreement between the RN and the Medical Center, including when an RN has accepted a position that was posted as an alternative work schedule in accordance with 11.2.2; or

11.5.2 While the RN is on-call; or

11.5.3 In accordance with the RIF procedure; or

11.5.4 In an emergency as defined in 11.1.4.

11.6 Modification of Status Hours:

11.6.1 If an RN, who is regularly scheduled to work at least 40 hours per pay period, wants to decrease status hours by up to 12 hours per pay period, the RN may request the change in writing. The request may be approved by the Medical Center and the change will not be deemed to create a job vacancy, subject to the following limitations:

11.6.1.1 Any decreased status hours must be simultaneously filled, if the Medical Center requires it, by a part-time RN in the same unit, shift, and job classification who is willing to increase his/her status hours accordingly. Those hours will be posted in the unit only. If two or more such RNs volunteer for those hours, preference will be by seniority.

11.6.1.2 The decreased hours must be filled by an RN who is qualified to perform the work of the RN who is seeking to decrease his/her status hours.

11.6.1.3 The change must not cause an RN who was not eligible for insurance benefits to become eligible for insurance benefits.

11.6.1.4 The increased hours must not cause an RN's regularly scheduled hours to exceed 40 in a work week.

11.6.1.5 Such a decrease may not be exercised more than once in any 12-month period.

11.6.2 All other changes in an RN's status hours will be subject to the provisions of the Seniority article.
11.7 Attendance at Meetings and Training: Attendance at Medical Center meetings, training, or lectures, when required by the Medical Center, will be counted as hours worked. With regard to relief RNs, attendance at Medical Center meetings, training, or lectures when required by the Medical Center will not count towards the “96 hours in every 6 months” requirement in Section 4.4; however, the hours will be paid time and will count towards overtime.

11.8 On-Call/Call-Back:

11.8.1 An RN is on on-call status when assigned to be available, by telephone or paging device, to be called back for work ("call-back").

11.8.1.1 An on-call RN must be able to report to work within 45 minutes of a call-back (20 minutes for all surgical cases and 30 minutes for Family Birth Center, CVAD, and any other unit subject to that call-back standard on the date of ratification of this Agreement).

11.8.1.2 The Medical Center will provide a sleeping area(s) for the Surgery first call team. RNs using a sleeping area will leave it in appropriate condition for others to use as a sleeping area.

11.8.1.3 RNs in units where on-call assignments were not being made before March 1, 2000, and, effective with the first work schedule posted at least two weeks after ratification of this Agreement, in the ICU and CVICU units will not be assigned to on-call status, without the agreement of the RN, unless the Medical Center has given the Association at least 60 days of notice prior to first making such on-call assignments in one of those unit(s). During this notice period, the Medical Center will meet with the Association, upon request, to review the intended unit designation and the Association's suggested alternatives, if any, to such on-call assignments.

11.8.1.4 OR RNs who are regularly scheduled to work 16 hours per weekend will not be required to take regularly scheduled on-call assignments.

11.8.1.5 RNs in OR, PACU, and Endoscopy who are age 65 or older shall be exempt from taking mandatory call.

11.8.1.6 The Medical Center will include per diem RNs in on-call assignments.

11.8.1.7 The Medical Center may discontinue all or any part of such on-call shifts, except to the extent such shifts are expressly required by this Agreement.

11.8.2 Non-exempt RNs will be paid $3.50 per hour while on-call and effective the first full pay period after March 1, 2015, $3.55 per hour while on-call.

11.8.2.1 This on-call pay will instead be $4.75 per hour and effective the first full pay period after March 1, 2015 $4.80 per hour for hours when an RN receives holiday pay under section 14.5 of this Agreement.
11.8.2.2 On-call hours not worked will not be counted as time worked for any purpose, except PTO and EIB will be accrued by eligible RNs when the on-call occurs while on low census time.

11.8.2.3 On-call pay continues at the same amount when the RN is working on a call-back.

11.8.3 A non-exempt on-call RN will be paid one and one-half (1-1/2) times the RN's regular straight-time hourly rate of pay for each hour worked on a call-back during an on-call shift, beginning when the RN reports to work.

11.8.3.1 For each call-back, the minimum call-back pay under 11.8.3 will be for three hours, or pay in lieu of any of such hours if not assigned to work, except that:

11.8.3.1.1 A subsequent call-back before the end of a previous call-back's three-hour period will not be considered a separate call-back for this purpose;

11.8.3.1.2 When the RN is called back less than three hours prior to his/her next scheduled shift, the minimum call-back will instead be for the period of time from when the RN reports to work until the beginning of his/her next scheduled shift, whether or not the Medical Center interrupts the call-back during that period;

11.8.3.1.3 The minimum call-back will not apply when the RN is required to stay beyond the end of a regularly scheduled shift; or

11.8.3.1.4 The minimum call-back will not apply to telephone or other communications when the RN does not leave the place where contacted.

11.8.3.2 The RN's regular straight-time hourly rate of pay for an hour worked on a call-back will include applicable shift differential for any of such hours that are worked within a standard shift as defined under 14.2.2.

11.8.4 Call-back during an on-call shift (excluding while on-call during low census time) will be to the following:

11.8.4.1 The RN's low census clinical grouping; or

11.8.4.2 Other low census clinical groupings: by mutual agreement of the RN and the Medical Center; in an emergency as defined in 11.1.4; or in accordance with the Floating article.

11.8.5 No less than every three months, the Medical Center will provide the conference committee with data showing the number of these call-backs in units that are subject to on-call assignments.
11.9  **Automated Time Entry System:**

11.9.1  The Medical Center uses an automated time entry system. As part of the automated time entry system, hours worked for pay purposes will be rounded to the nearest quarter hour. (Example: clocking in at 7:07 a.m. will be rounded to 7:00 a.m. for pay purposes; clocking in at 7:08 a.m. will be rounded to 7:15 a.m. for pay purposes.)

**Article 12 - Exempt RNs**

12.1  **Scope:**

12.1.1  The following areas have and may continue to have exempt RNs in the indicated job classifications:

1. Hospice On Call Staff RN
2. Behavioral Health Services ARNP
3. Trauma Nurse Coordinator
4. Clinical Documentation Specialist
5. Inpatient Rehab Case Management Coordinator
6. Pain Clinic ARNP
7. Heart and Vascular ARNP
8. Breast Care Center Nurse Navigator
9. FBC Lactation Program Coordinator
10. Stroke Program Coordinator

12.1.2  An exempt RN in such a position will remain exempt while continuously in the position, unless the Medical Center and Association agree to make the RN non-exempt.

12.1.3  Vacancies in such areas may be posted as exempt or non-exempt.

12.2  **Compensation:**

12.2.1  An exempt RN's salary covers all hours worked and on-call (including attendance at staff, department, and committee meetings), except as noted below:

12.2.1.1  **Hospice:** An exempt Staff RN who works or is on-call for extra hours, in addition to being available for the RN's regularly scheduled hours in the same week, will be paid his/her straight-time hourly rate for 10 hours per weeknight shift or for 15 hours per 24-hour weekend shift. Total compensation for a pay period will not in any event exceed a total of 80 hours per pay period.

12.2.1.2  **Behavioral Health Services:** The ARNPs will be paid $70.00 for each telephone call shift.

12.2.1.3  The Medical Center may discontinue all or any part of such on-call and call shifts, except to the extent such shifts are expressly required by this Agreement.
12.2.2 Premium pay will not be paid to exempt RNs, except as specified for exempt RNs in the Agreement and in this article.

12.3 Education: Exempt RNs are eligible for education hours in accordance with the Education article, except that these education hours will be paid by not reducing their salary for the education time. They will not be paid extra for education hours. The following differences will apply:

12.3.1 ARNPs: The Medical Center will also pay a full-time ARNP, on the basis stated in the introductory paragraph to this Education section, for up to five (5) days per fiscal year to attend required education classes associated with their advanced licensure, and up to $1,500 in reimbursement for travel and tuition costs to attend those classes. There will be no carryover of any year’s unused paid education time or reimbursement to another fiscal year.

12.3.1.1 Part-time ARNPs (other than those continuously employed as part-time ARNPs in Psych Professional Services since on or before May 1, 2000, who are eligible in accordance with 12.3.1) will receive a prorated portion of these education benefits.

12.4 Additional ARNP Payments and Benefits:

12.4.1 If the Medical Center requests an ARNP to obtain Drug Enforcement Administration and/or Washington state registration to dispense Schedule II-V medications, it will reimburse such nurse for his/her application fees.

12.5 Effect on Agreement: This article replaces the terms of the Agreement regarding the subject matters covered in this article, except as exempt RNs are specifically referenced in the Agreement.

**Article 13 – Compensation**

13.1 Effective with the first full pay period after ratification, the steps will be increased by 1% and, effective with the first full pay period following November 1, 2014 the steps will be increased by 1% and, effective the first full pay period following March 1, 2015, the steps will be increased by 1.25% and, effective with the first full pay period following March 1, 2016, the steps will be increased by 1%, as set forth in Appendix B.

13.2 RNs will advance to the next step on the step system effective with the first full pay period beginning after (a) the RN’s step advancement date (as defined in this 13.2) or (b) the date the RN has completed at least 1,248 paid hours (including unpaid low census hours but not including on-call hours) since the last date on which the RN advanced a step (or, if none, the RN’s initial step advancement date), whichever occurs later. Any time an RN advances a step on the date described in (b) above, that date will become the RN’s new step advancement date for purposes of the provisions of this 13.2. An RN’s initial “step advancement date” is the RN’s 2012 RN seniority date.

13.2.1 Non-exempt RNs will be paid on an hourly basis.

13.2.2 Exempt RNs will be paid a salary for each pay period of work. The salary for a full-time exempt RN is computed by taking the RN’s hourly rate in the salary grade, times 2080 (hours), divided by 26; pro rata for part-time exempt RNs.
13.3 RNs entering the bargaining unit on and after the ratification date of this Agreement will be placed at no less than the step that accords with the nurse's continuous years of experience as an acute care registered nurse immediately before entering the bargaining unit, subject to the provisions of 13.7.

13.4 An LPN who has been employed by the Medical Center as such for at least one year, and who transfers to an RN position without a break in service, will be placed on Step 1 of the step system or at 105 percent of the LPN's last straight-time rate as an LPN, whichever is greater.

13.5 **Merit Increases:** The Medical Center may develop and implement merit increase programs for RNs in which the RNs may participate if they choose to do so.

13.5.1 Only RNs not in their Introductory Period will be eligible for merit increases, provided, however, that RNs must have worked at least 192 hours for the Medical Center in the prior 12 months to be eligible for a merit increase.

13.6 The procedure for performance appraisals will be as follows:

13.6.1 The RN and the RN's supervisor will discuss the performance appraisal. The RN will sign the Medical Center's copy of the appraisal to signify in writing that the RN has reviewed it. The RN's signature does not indicate whether or not the RN agrees with the appraisal.

13.6.2 After notice to the RN's supervisor, an RN may provide a written response to his/her performance appraisal for inclusion in the RN's personnel records. If the RN is not in agreement with the RN's performance appraisal, the RN may request review in accordance with 13.6.5.

13.6.3 The RN will be furnished a copy of the performance appraisal upon request.

13.6.4 The Medical Center may develop and implement appraisal programs in which RNs will participate. The Medical Center may continue its peer review and self-evaluation components. Any alternative appraisal program will be submitted to the conference committee for review.

13.6.5 If an RN is not in agreement with the RN's performance appraisal after discussing it pursuant to 13.6.1 the exclusive procedure for review of a performance appraisal will be as follows:

13.6.5.1 Within 14 calendar days of receiving the performance appraisal, the RN may submit to the RN's clinical manager (or to the RN’s department director, if there is no clinical manager) a written statement of his/her reasons for the disagreement. Within 14 calendar days of receiving this written statement, the clinical manager (or department director if there is no clinical manager) will review the written statement and respond in writing to the RN.

13.6.5.2 If the RN is still not satisfied, the RN may, within 14 calendar days of the clinical manager's response, submit to the RN's department director a copy of the written statement and any additional documentation the RN believes is relevant. Within
30 calendar days of receiving the documentation, the department director will review the submitted material and respond in writing to the RN (unless the department director already reviewed and responded under 13.6.5.1).

13.6.5.3 The material submitted by the RN and the response(s) will become part of the RN's personnel records.

13.6.5.4 Neither the performance appraisals nor any resulting merit increases will be subject to the grievance procedure.

13.7 Promotion, Transfer, Stepdown, and Reclassification:

13.7.1 Promotion: A promotion occurs when an RN enters a different job classification in a different salary grade with a higher salary range.

13.7.1.1 An RN who receives a promotion will be placed on the step that corresponds with an increase in his/her straight-time rate of pay by a percentage based on the number of salary grades that the new position's grade exceeds the former position's grade or the step that reflects the RN’s total years of experience in the RN’s new job classification, whichever step is higher, as follows:

<table>
<thead>
<tr>
<th>Additional Salary Grades</th>
<th>Percentage Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5%</td>
</tr>
<tr>
<td>2</td>
<td>7.5%</td>
</tr>
<tr>
<td>3</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td>12.5%</td>
</tr>
<tr>
<td>5 and above</td>
<td>15%</td>
</tr>
</tbody>
</table>

13.7.1.2 The RN's straight-time rate of pay after the increase under 13.7.1.1 –will not, however, (a) exceed the maximum of the new position's salary grade or (b) be less than the minimum of the new position's salary grade.

13.7.2 Transfer: A transfer occurs when an RN enters a different job classification in the same salary grade or the same job classification in a different department.

13.7.2.1 The manager of the position from which the RN transferred may give input for the RN's next performance appraisal.

13.7.3 Stepdown: A stepdown occurs when an RN enters a different job classification in a different salary grade with a lower salary range.

13.7.3.1 The manager of the position from which the RN stepped down may give input for the RN's next performance appraisal.
13.7.3.2 The RN’s straight-time rate of pay upon stepdown will be set no lower than the same step the RN was on immediately prior to the stepdown or the step that reflects the RN’s total years of experience as an RN, whichever step is higher.

13.7.4 **Reclassification:** A reclassification occurs when the salary grade of an RN's position changes due to a significant change in the position duties and responsibilities.

13.7.4.1 When the salary grade is increased by the reclassification, the provisions for a promotion will be applied.

13.7.4.2 A salary grade will not be decreased by the reclassification without the agreement of the Medical Center and the Association. When the salary grade is decreased by the reclassification, the RN's straight-time rate of pay will not be changed by the reclassification, except that it may not exceed the maximum of the salary range of the new salary grade.

**Article 14 – Premium Pay**

14.1 **Charge Differential:**

14.1.1 For hours of work that a non-exempt RN has been designated to perform as a relief charge nurse, the RN will be paid a premium of $2.25 (effective with the first full pay period beginning after January 1, 2012, $2.50) for those hours.

14.1.2 Charge differential will be paid only for hours worked as a designated relief charge nurse.

14.2 **Shift Differential:**

14.2.1 Non-exempt RNs will be paid an evening shift differential of $2.50 per hour for hours worked on a standard evening shift and a night shift differential of $5.50 per hour and effective the first full pay period after March 15, 2015, $5.60 per hour and effective the first full pay period after March 1, 2016, $5.70 per hour for hours worked on a standard night shift, as set forth below.

14.2.2 An RN's "standard shift" is based on where the majority of the RN's hours worked on a shift fall, as follows:

<table>
<thead>
<tr>
<th>Standard Shift</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>7 a.m. to 4 p.m.</td>
</tr>
<tr>
<td>Evening</td>
<td>4 p.m. to 11 p.m.</td>
</tr>
<tr>
<td>Night</td>
<td>11 p.m. to 7 a.m.</td>
</tr>
</tbody>
</table>

14.2.2.1 When a majority of the RN's shift hours are worked within a standard shift, the RN will be paid the applicable shift differential for all hours worked on that shift, unless 14.2.2.2 applies.
14.2.2.2 When an RN also works continuously for at least three hours outside a standard shift in another standard shift (including hours outside the standard shift when the RN is given low census time), the RN will instead be paid the applicable shift differential for the hours actually worked (not including the low census time hours) in such other standard shift. However, if an RN qualifies for night shift differential and works continuously into a day shift, the RN will also receive night shift differential for up to three hours of work on the day shift.

14.2.3 Shift differential will be paid only for hours worked.

14.3 Preceptor:

14.3.1 A non-exempt RN will be paid an additional $1.75 per hour for hours of work when the Medical Center expressly assigns the RN to perform as a preceptor.

14.3.2 A preceptor will participate on an ongoing basis in a specific Nursing Orientation Program that usually includes assessing the learning needs of a newly hired or transferred RN; implementing the specific Program, including any modifications based on the progress and further evaluation of the RN during the Program; evaluating, including with the clinical educator, the RN's progress through the Program; providing direct guidance and oversight to the RN under the Program; and providing progress reports, as requested, to the nurse manager and/or clinical educator.

14.3.3 Assignment of an RN to perform as a preceptor also includes assignment by the RN's nurse manager or a clinical educator as set forth in 14.3.2 for a nursing student in an extended practicum program.

14.3.4 Orientation of nurses and working with nursing students do not qualify as preceptor assignments, unless assigned as part of the ongoing process set forth in 14.3.2.

14.3.5 Qualification for preceptor assignment requires that the RN has successfully completed the Medical Center's preceptor training.

14.3.6 The Medical Center will strive to provide sufficient staffing to assure that preceptors can work directly and continuously with their assigned RNs.

14.4 Weekends:

14.4.1 An RN will not be scheduled for more than two weekend shifts per pay period, except for:

14.4.1.1 Weekend shifts that are part of the RN's regular schedule; or

14.4.1.2 When the RN and the Medical Center mutually agree to scheduling additional weekend shifts.
14.4.2 When a non-exempt full-time or part-time RN works more than two weekend shifts per pay period, the RN will be paid an hourly weekend bonus for the weekend shifts worked after the RN has worked two weekend shifts in the same pay period.

14.4.2.1 A weekend shift for this purpose is defined as a shift (other than an on-call shift) of at least 8 hours in which the majority of the hours worked are between 12 a.m. Saturday and 11:59 p.m. the following Sunday.

14.4.2.2 The following will not be counted toward eligibility for a weekend bonus:

14.4.2.2.1 Weekend shifts worked as a result of pre-approved trades or substitutions;

14.4.2.2.2 Weekend shifts worked in excess of two per pay period that are part of the RN's regular schedule; or

14.4.2.2.3 Work on weekend on-call shifts.

14.4.3 The amount of the weekend bonus will be the number of weekend shift hours worked that are eligible for the weekend bonus multiplied by $12.00.

14.4.4 Weekend shift hours that an RN has been scheduled to work and that would be eligible for weekend bonus if not decreased due to low census time, will be subject to the following:

14.4.4.1 When the RN is given low census time for those hours, the RN will be paid either:

14.4.4.1.1 The hourly weekend bonus for those low census time hours, if the RN is placed on on-call status during the low census time; or

14.4.4.1.2 Two hours of weekend bonus, if the RN is not placed on on-call status.

14.4.5 With respect to any unit where 12-hour shift nurses are being or will be regularly scheduled for two or more weekend shifts per pay period, the conference committee established under 21.1 below, upon request by the bargaining unit representatives on the conference committee, will review such unit's 12-hour schedules to determine if there are mutually agreeable staffing alternatives.

14.4.6 Weekend positions will be posted for RNs who agree to work two 12-hour shifts 45 out of 52 weekends per year. RNs committing to these positions will be eligible for a $15.00 per hour premium for all weekend hours worked. Weekend shifts will be deemed to begin at 7:00 pm on Friday evening continuing until 7:00 pm Sunday evening. RNs receiving this premium are not eligible to receive Short Rest Premium, Weekend Bonus, or On-Call or Callback pay (unless low censused) for weekend hours. Additional hours worked during non-weekend hours, PTO, and EIB will be paid at the RNs straight time rate of pay.
14.5 Holidays:

14.5.1 RNs will be paid holiday pay for work on a designated holiday as defined in 14.5.2, as follows:

14.5.1.1 Non-exempt RNs will be paid at one and one-half (1-1/2) times the RN's regular straight-time hourly rate of pay for all hours worked on a shift when a majority of the RN's shift hours, but not less than three, are worked on the holiday.

14.5.1.2 Exempt RNs will be paid, in addition to their salary, an amount equal to one-half (1/2) of the RN's salary attributable to the time frame worked on a shift when a majority of the RN's shift hours, but not less than three, in that time frame are worked on the holiday.

14.5.1.3 An RN will be eligible for the applicable holiday multiplier specified above for the shift hours worked on a holiday, even if those hours are less than a majority of the RN's hours worked on the shift, provided the RN works at least three hours on the holiday.

14.5.2 The designated holidays for this purpose are New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

14.5.2.1 Each of these holidays runs from 11 p.m. immediately preceding the holiday to 10:59 p.m. on the holiday.

14.5.2.2 When a holiday falls on a Saturday and the unit closes for the holiday on the preceding Friday, the holiday will instead be deemed to occur on Friday for that unit. When a holiday falls on a Sunday and the unit closes for the holiday on the following Monday, the holiday will instead be deemed to occur on Monday for that unit.

14.5.3 When an RN's unit is closed due to a holiday and the RN is placed on on-call status instead of what would otherwise be the RN's regularly scheduled work day, the RN may choose to utilize or not utilize accrued PTO hours to cover those on-call hours, in accordance with the automated time entry procedure for this purpose.

14.6 Per Diem RNs:

14.6.1 Unit Based Per Diem-A RNs will be paid in accordance with their salary grade placement and receive an additional per diem premium of $3.00 per hour. Unit Based Per Diem-B RNs will be paid in accordance with their salary grade placement and receive an additional per diem premium of $1.00 per hour.

14.6.1.1 The per diem premium will be paid to an RN only when the RN is in per diem status.
14.6.1.2 In applying the increase, the per diem premium will not be considered as part of the straight-time rate or salary range.

14.7 Resource Team RNs: A Resource Team RN who has at least one year of acute care experience as a registered nurse within the last three years, will be paid an additional $3.00 per hour premium.

14.7.1 Resource Team premium will be paid only for hours worked.

14.7.2 A Resource Team RN who becomes eligible for Resource Team premium after the effective date set forth in 14.7 will receive the premium effective with the first full pay period beginning after the date the RN becomes eligible for the premium.

14.8 Resource Team Per Diem–A RNs: A Per Diem–A RN assigned to the Resource Team, with a minimum of three years of acute care experience as a registered nurse, will be paid an additional $6.00 per hour premium.

14.9 All payments under this article will be paid minus legally appropriate deductions.

14.10 Differential for Regularly Scheduled Nurse Less than .5 FTE. Effective the first full pay period after September 1, 2014, nurses with an assigned FTE of less a .5 FTE shall receive a differential in lieu of benefits of $3.00 per hour.

14.11 Certification: The Medical Center recognizes a value to patient care when RNs are certified in their area of specialty practice. Eligible RNs will be compensated by an hourly certification premium of $1.50 for all worked hours. All bargaining unit RNs who obtain and maintain a current nationally recognized renewable certification in a specialty that is representative of the patient population to which they are primarily assigned, based upon management approved Nursing Specialty Certification List, will be eligible.

14.12 BSN or MSN Premium: The Medical Center recognizes a value to patient care when RNs have advanced nursing degrees. Effective with the first full pay period beginning after January 1, 2013, RNs who have a BSN or a MSN will be compensated by an hourly premium of $1.00 for all hours worked.

Article 15 – Health and Welfare

15.1 Employee Health Tests: RNs will be subject to the Medical Center's Employee Health requirements and testing programs (for example, for tuberculosis) in accordance with the Medical Center's policies as applicable to a majority of the Medical Center's employees who are not in a bargaining unit. All RNs will be encouraged to receive flu vaccine at no charge, as provided by Employee Health at designated times, places and hours. If an RN declines the flu vaccination, the RN will sign a declination form that will only be used to track the total number and percentage of RNs who decline the vaccine. (Refer to 8650.HS016 Standard Health Requirements, revised 3/26/08).

15.1.1 In addition, the Medical Center shall provide at no charge the following: DPT and, with a prescription, Shingles vaccines for RNs over 60 years of age.
15.2 **Insurance:** All full-time and part-time nurses with status hours of 40 or more hours in a pay period (.5 FTE) shall be eligible to participate in the Medical Center's programs of insurance of the following types in accordance with the Medical Center's policies regarding eligibility, payment, and benefits as applicable to a majority of the Medical Center's employees who are not in a bargaining unit:

15.2.1 Medical;

15.2.2 Dental;

15.2.3 Vision;

15.2.4 Life Insurance;

15.2.5 Accidental Death & Dismemberment (AD&D); and

15.2.6 Short Term Disability (Employee paid benefit beginning January 1, 2015); and

15.2.7 Long-Term Disability (LTD).

15.2.8 Until January 1, 2016, eligible RNs who are employed at the date of ratification of this Agreement and who are covered by their spouses’ or domestic partners’ health insurance plans at another employer, and can supply proof of credible coverage, who wish to waive their Medical benefits will receive $50 per month in lieu of Medical benefits. New nurses employed after the date of ratification of this Agreement will not be entitled to the $50 per month in lieu of Medical benefit.

15.2.9 If the Medical Center intends to modify its programs of health insurance regarding eligibility, payment, or benefits, it will notify the Association of the intended modifications at least 60 days in advance of their effective date and will, upon request by the Association, offer to meet with the Association before the effective date to discuss such modifications.

15.3 **Liability Insurance:** RNs may participate in the Medical Center's programs of liability insurance in accordance with the Medical Center's policies regarding eligibility, payment, and benefits as applicable to a majority of the Medical Center's professional employees who are not in a bargaining unit.

15.4 **Health Care and Dependent Care Reimbursement Accounts:** RNs may participate in the Medical Center's Health Care and Dependent Care Reimbursement Accounts in accordance with the Medical Center's policies regarding eligibility and benefits as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

15.5 **Drug- and Alcohol-Free Workplace:** RNs will be subject to the Medical Center's drug- and alcohol-free workplace policies as applicable to a majority of the Medical Center's employees who are not in a bargaining unit, except that introduction of random drug- and/or alcohol-testing of RNs will be subject to agreement of the Medical Center and the Association. The Medical Center will notify the Association of any other changes at least 30 days in advance.
15.6 **Employee Assistance Program:** RNs may participate in the Medical Center's Employee Assistance (EAP) program, in accordance with the Medical Center's policies as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

15.7 **Fitness:** RNs may participate in the Medical Center's health club and fitness-related programs in accordance with the Medical Center's policies regarding such programs as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

15.8 **CARE Award Plan:** The Medical Center may in its sole discretion create, implement, modify or cease a Caregivers Achievement Reward Earned (CARE) Award Plan at any time. If a CARE Award Plan is in effect nurses will be eligible to participate in the CARE Award Plan, in accordance with the terms of the Plan in the same manner and for as long as the Plan applies to all other employees of the Medical Center.

**Article 16 – Retirement**

16.1 **Retirement Plan:** RNs will participate in the Medical Center's retirement plan in accordance with the Medical Center's policies regarding eligibility, contributions, and benefits, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

16.2 **Defined Contribution Plan:** RNs may participate in the Medical Center's defined contribution plan in accordance with the Medical Center's policies regarding eligibility, contributions, and benefits, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

**Article 17 – Education**

17.1 **Tuition Reimbursement:** RNs may participate in the Medical Center's tuition assistance program in accordance with the Medical Center's policies regarding eligibility, reimbursable expenses, and rate of reimbursement as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

17.2 **Required Attendance:** When the Medical Center requires an RN to attend a designated educational meeting or class, the time spent in attendance will be paid as hours worked.

17.2.1 The Medical Center will reimburse the RN for required expenses to attend the designated meeting or class.

17.3 **Education Leave:** The Medical Center will make available up to twenty-four (24) paid education hours per fiscal year for each eligible non-exempt RN to attend education programs offered either by the Medical Center or by outside organizations.

17.3.1 A fiscal year for this purpose is defined as July through the following June.

17.3.2 RNs are eligible for paid education hours only if their status hours per pay period are 36 or above.
17.3.3 There will be no carryover of any year's unused paid education hours to the next fiscal year beginning July 1.

17.3.4 Eligible RNs will be considered for use of paid education hours on the following basis:

17.3.4.1 The RN must apply in writing in advance for the paid education hours. If the application is for time off to attend an education program, the application must be timely received as a request for days off under the Hours of Work article.

17.3.4.2 The education program that the RN desires to attend must be related to the RN's position and be of potential benefit to both the RN and the RN's unit.

17.3.4.3 The RN must provide proof of registration for and attendance at the education program.

17.3.4.4 Upon return from attending an education program for which the RN received paid education leave, the RN will, upon request by the Medical Center, submit a report or make an oral presentation for the purpose of sharing the contents of the program.

17.3.5 The Medical Center will make available up to a total of $50,000 in each fiscal year for the registration costs of eligible RNs (excluding CNMs and ARNPs) to attend approved education courses held away from Medical Center premises. From that fund, disbursements will be made upon written request and documentation, in order of receipt, up to a maximum of $300 per eligible RN per fiscal year. There will be no carryover of any year's unused funds to the next fiscal year beginning July 1. Each July, the conference committee will conduct a review of the administration of this section.

Article 18 – Paid Time Off

18.1 The Medical Center recognizes the importance of having and taking Paid Time Off (PTO) for vacations, holidays, short-term illness, low census time, or for other time off reasons. The Medical Center will strive to approve PTO requests using available staffing resources and taking into consideration patient care needs and will further strive to supply sufficient staffing resources for this purpose, including resource team RNs and per diem RNs, as well as utilizing volunteers.

18.2 Accrual:

18.2.1 During the time that an RN is eligible for PTO, the RN will accrue PTO time on his/her hours worked; paid time off (i.e., used PTO and Extended Illness Bank hours); and low census time -- to a maximum of 80 hours per pay period. PTO time will not be accrued on overtime hours worked or for payout of PTO.

18.2.2 Accrued but unused PTO time may be carried over from year to year, to a maximum amount equal to two years' worth of possible accrual based on an employee's length of service.
18.2.3 **Eligibility:** Effective with the first full pay period after September 1, 2011, each full-time RNs and part-time RNs whose status hours per pay period are .5 FTE or above will be eligible to accrue and use PTO time as follows:

### 18.2.3.1 Non-Exempt RNs:

<table>
<thead>
<tr>
<th>Length of Service In Years</th>
<th>Accrual Rate Per Hour</th>
<th>Approximate Hours Accrued Each Pay Period</th>
<th>Approximate Days Per Year</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 4</td>
<td>.096154</td>
<td>7.7</td>
<td>25</td>
<td>420 hours</td>
</tr>
<tr>
<td>5 - 9</td>
<td>.115400</td>
<td>9.2</td>
<td>30</td>
<td>420 hours</td>
</tr>
<tr>
<td>10 – 19</td>
<td>.134616</td>
<td>10.8</td>
<td>35</td>
<td>420 hours</td>
</tr>
<tr>
<td>20+</td>
<td>.142250</td>
<td>11.4</td>
<td>37</td>
<td>420 hours</td>
</tr>
</tbody>
</table>

### 18.2.3.2 Exempt RNs:

<table>
<thead>
<tr>
<th>Length of Service In Years</th>
<th>Accrual Rate Per Hour</th>
<th>Approximate Hours Accrued Each Pay Period</th>
<th>Approximate Days Per Year</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 4</td>
<td>.115400</td>
<td>9.2</td>
<td>30</td>
<td>420 hours</td>
</tr>
<tr>
<td>5 - 9</td>
<td>.134616</td>
<td>10.8</td>
<td>35</td>
<td>420 hours</td>
</tr>
<tr>
<td>10+</td>
<td>.142250</td>
<td>11.4</td>
<td>37</td>
<td>420 hours</td>
</tr>
</tbody>
</table>

18.2.3.3 The approximate hours and days shown above are based on 80 accrual hours per pay period and 8 hours per day.

### 18.3 Use of PTO Time:

18.3.1 The procedure for requesting time off, including PTO time, is set forth in the Hours of Work article.

18.3.2 PTO time will not be paid for any absence that is paid for as Extended Illness Bank (EIB) time or, for an exempt RN, that is paid for as salary.

18.3.3 PTO time will be paid only to the extent accrued and unused through the end of the previous pay period.

18.3.4 PTO time will be paid at the RN's straight-time rate of pay.

18.3.5 PTO time is not considered hours worked for purposes of overtime calculations.
18.4 Cash Out of PTO:

18.4.1 Each October, using the online benefits enrollment system, nurses may be eligible to sell accrued PTO up to the number of hours of PTO to be accrued in the next calendar year. The maximum a nurse may elect to sell is based on PTO accrual level and scheduled hours annually. All PTO cash payments are included with regular pay. Differentials are not included in the PTO payout. Nurses have two options for receiving this payout:

18.4.1.1 As a lump sum payment in the month of the following year of the nurse’s choice, to be paid the first payday of the nurse’s chosen month; or,

18.4.1.2 As a specified amount to be paid each pay period.

18.4.2 If it is elected to receive a lump sum PTO payment, the maximum that can be cashed out is the PTO that has accrued during the calendar year in which the payout occurs, as of the beginning of the pay period in which the PTO sell occurs. If on the date selected, the year-to-date PTO accrual is less than the number of hours elected to sell, only the number of hours accrued year-to-date is paid. PTO hours accrued after the selected sell date will not be available for PTO sell.

Example: Nurse elects annually to sell 116 hours of PTO in a lump sum as of June 30 of the following year. As of June 30, (in that calendar year) Nurse has accrued 108 hours in that year and has 208 hours in her account. The sale of PTO is restricted to 108 hours.

18.5 Upon termination of employment or transfer to a position not eligible for PTO time, an RN will be paid his/her accrued but unused PTO time, subject to the provisions of 8.1.

18.6 Donation of PTO Time: An RN may donate accrued but unused PTO time to another Medical Center employee, on an approved leave of absence, who must miss work due to that employee's unexpected medical condition or the medical condition of a member of the employee's family, for use during a time period when the employee does not have enough PTO or EIB to apply to the absence.

18.6.1 To donate PTO time for this purpose, the RN must complete and submit the PTO Donation form to Human Resources.

18.6.2 The donating RN must donate a minimum of 4 hours and have a remaining accrued but unused PTO balance of at least one time his/her status hours, after the PTO hours have been transferred.

18.6.3 When more PTO is donated than is needed for use by the receiving employee, and the PTO has not been deducted, the PTO donation will be returned to the donating RN and no PTO transfer will take place.

18.6.4 Upon transfer of the donating RN's PTO hours, the receiving employee's PTO balance will be increased according to the following formula: the donating RN's donated hours, times that RN's hourly PTO rate of pay, divided by the receiving employee's hourly PTO rate of pay, equals the number of PTO hours received by the receiving employee.
**Article 19—Extended Illness Bank**

19.1 Extended Illness Bank (EIB) time is for time off on an employee’s Medical or Family Leave of Absence.

19.2 **Eligibility:** Full-time RNs and part-time RNs whose status hours per pay period are 16 or above will be eligible to accrue and use EIB time.

19.3 **Accrual:**

19.3.1 During the time that an RN is eligible for EIB, the RN will accrue EIB time on his/her hours worked; paid time off (i.e., PTO and EIB hours); and low census time -- to a maximum of 80 hours per pay period. The maximum extended illness accrual is 600 hours. EIB time will not be accrued on overtime hours worked or for payout of PTO.

19.3.1.1 For nurses at the time of ratification who are above the 600 hour limit their accrued hours will be capped until such time as the nurse’s accrued hours fall below the 600 hour limit.

19.3.2 The accrual rate is .023077 hours per hour under 19.3.1, which is approximately 6 days per year based on the maximum accrual hours per pay period, multiplied by 26 pay periods.

19.4 **Use of EIB Time:**

19.4.1 Accrued EIB time will be paid for time off due to an eligible RN’s Medical or Family Leave of Absence as defined in the Medical Center’s Leave of Absence policies in existence at the time the leave is requested, subject to applicable leave laws, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

19.4.1.1 An eligible RN may use accrued EIB beginning with the first scheduled hour of missed work resulting from the RN's hospitalization for greater than 24 consecutive hours.

19.4.1.2 If the preceding paragraph does not apply, an eligible RN may use accrued EIB after missing 24 consecutive hours of scheduled work while on an approved Medical or Family Leave of Absence as defined in the Medical Center's policies. EIB payment will then be from the 25th consecutive hour of missed scheduled work while on the approved leave.

19.4.1.3 If an applicable leave law conflicts with the applicable leave policies, the former will control.

19.4.2 EIB time will not be paid for any absence that is paid for as PTO time or, for an exempt RN, that is paid for as salary.

19.4.3 EIB time will be paid only to the extent accrued and unused through the end of the previous pay period.
19.4.4 EIB time will be paid at the RN's straight-time rate of pay.

19.4.5 EIB time is not considered hours worked for purposes of overtime calculations.

19.4.6 Accrued EIB time will be paid for an eligible RN's time off to care for a child, spouse, parent, parent-in-law, or grandparent, to the extent required by applicable law and in accordance with the above terms for use of EIB time.

19.5 Upon termination of employment or transfer to a position not eligible for EIB time, the RN's EIB time will not be paid and will cease to exist.

19.5.1 However, if an RN is rehired or returns to a position eligible for EIB time within six months of the RN's employment termination or transfer to an ineligible position, respectively, the RN's previously accrued but unused EIB time will be reinstated.

Article 20 – Leave of Absence

20.1 Statutory Leaves:

20.1.1 The Medical Center will provide eligible RNs with the following leaves of absence in accordance with applicable laws:

20.1.1.1 Family (including parental) and medical leave.

20.1.1.2 Military leave.

20.1.1.3 Worker's compensation leave.

20.1.2 Administration of such leaves will be in accordance with the Medical Center's policies for those leaves in existence at the time the leave is requested, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

20.1.2.1 If the applicable leave law conflicts with the applicable leave policy, the former will control.

20.2 Personal Leaves: The Medical Center will provide eligible RNs with personal leaves of absence in accordance with the Medical Center's policies for such leave in existence at the time the leave is requested, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

20.3 Bereavement Leaves: The Medical Center will grant eligible RNs time off, if requested, from scheduled work in the event of the death of a significant person in the family life of the nurse –as provided for in the Medical Center’s Bereavement Leave policy (SYS 52.19 1/23/14).

20.4 Jury Duty: RNs who are required to perform jury duty will be covered by the Medical Center's jury duty policy in existence at the time of the jury duty, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.
20.5 **Witness:** RNs who appear as a witness in any court or legal proceeding, at the request or subpoena of the Medical Center, will be paid for preparation time and appearance time at the RN's straight time rate of pay, less any witness fee payment received by the RN.

**Article 21 – Committees and Staffing**

21.1 **Conference Committee:** There will be a conference committee to advise the Medical Center on quality of care issues. These include but are not limited to such subjects as staffing, standards of practice, RN training, and other mutually agreed topics.

21.1.1 Quality of care issues that are not the subject of current grievance/arbitration(s) may be addressed by the conference committee.

21.1.2 The Conference Committee will meet once every month and at such other times as mutually agreed by the two co-chairpersons of the Committee. The parties agree to confer to set an agenda for the Conference Committee at least five days in advance.

21.1.3 The bargaining unit will select up to six RNs to serve on the committee. The Association will designate an Association staff person to serve on the committee and will designate one of the preceding members as a co-chairperson of the committee. The RN members of the committee selected by the bargaining unit may appoint an additional RN from a unit, as defined in 10.1.5, to attend committee meeting(s) if that unit's quality of care issues are on the committee's meeting agenda. A maximum of three such units may be represented by this means per committee meeting.

21.1.3.1 Each RN appointed to the committee will be granted up to one and one half hours for attendance per committee meeting as paid Medical Center time, excluding premiums and differentials other than overtime pay when applicable.

21.1.4 The Vice President of Patient Care Services will appoint three members from nursing management, including him/herself, to the conference committee.

21.1.4.1 The Vice President of Patient Care Services or his/her designee will be the other co-chairperson of the committee.

21.1.5 Other individuals may be invited to attend committee meetings as mutually agreed by the co-chairpersons of the committee.

21.1.6 The Medical Center will provide secretarial and administrative support to the conference committee, as mutually agreed by the co-chairpersons of the committee.

21.2 **Nurse Staffing Committee.** In addition to the commitments set forth above, the Nurse Staffing Committee (NSC) shall be responsible for those activities required of it under RCW 70.4.410 et seq as amended. The composition of the NSC shall comport with RCW 70.41.420. The Association will determine how the registered nurse members of the NSC are selected. Attendance at Committee meetings by appointed RN committee members will be on paid Medical Center time, excluding premiums and differentials other than overtime pay when applicable.
21.3 **Staffing:**

21.3.1 Quality of care and the safety of all patients are of paramount concern to the Hospital and the nursing staff who provide care for our patients. The Hospital is committed to partnering with the nurses to design care delivery that includes appropriate skill mix of the registered nurses and other nursing personnel, layout of the units, patient acuity considerations, national standards and recommendations for the Nurse Staffing Committee.

21.3.2 **Changes to Staffing Matrix:** If the Medical Center intends to change the regular staffing matrices on a unit, it will notify the Association at least twenty (20) days in advance of the expected date of the change.

21.3.2.1 If the Association requests a meeting regarding the change, the Vice President of Patient Care Services will schedule a meeting of the Conference Committee before the expected date of the change. All relevant information shall be reviewed and discussed before any decision is made to change staffing.

21.3.2.2 After the review, if all Conference Committee members and the Association representative agree to a modification of the change, the modification will be implemented. Absent such agreement, the Medical Center may implement the staffing change, either as announced or as discussed with the conference committee.

21.3.3 **Nurse Staffing Concern:** The Medical Center will make available to RNs the Staffing Concern Form (“NSC form”) as Appendix G as the exclusive method for reporting staffing concerns. The Medical Center will not retaliate against any nurse utilizing this form or notifying the Medical Center of staffing concerns. NSC forms will be processed as follows:

21.3.3.1 Without submitting a NSC form a nurse questioning the level of staffing on the nurse’s unit must communicate this concern to the nurse’s immediate supervisor who will assess the concern. The supervisor will communicate his/her response to the nurse making the inquiry.

21.3.3.2 If the nurse is not satisfied with the supervisor’s response the nurse may submit a completed NSC form to the charge nurse who will sign the form and forward it to the RN’s Department Director. In addition, NSC forms will be forward to the WSNA Local Unit Officers. When a completed form is received, the department director will analyze the reported situation, take such action as the department director deems appropriate, and refer the form and a report of the analysis and action taken to the Vice President of Patient Care Services.

21.3.3.3 The Vice President of Patient Care Services will refer the submitted form and Department Director's report to the Quality Improvement sub-committee of Conference Committee for further review and action that the sub-committee deems appropriate. In addition NSC forms will be forwarded to the Nurse Staffing Committee.

21.3.3.4 The Quality Improvement sub-committee of the Conference Committee will be composed of two regular RN members of the Conference Committee, who are
appointed by the Conference Committee members selected from the bargaining unit, and two nursing management members of the Conference Committee. Up to one hour of attendance per bargaining unit member of the sub-committee will be treated as paid Medical Center time, excluding premiums and differentials other than overtime pay when applicable.

21.3.3.5 Meetings of the Quality Improvement sub-committee will be attended only by members of the sub-committee, and decisions to take action will be subject to unanimous accord. The sub-committee will report to the Conference Committee who may inform the RN who submitted the Nurse Staffing Concern Form of actions taken by the sub-committee or the department director in response to the form.

21.4 Safety Committee:

21.4.1 The Medical Center will continue to have a safety committee.

21.4.2 The bargaining unit chairperson may appoint two of the RN members of the safety committee.

21.4.3 Time spent in safety committee meetings will be considered hours worked for payroll purposes.

21.5 Clinical Practice Committee:

21.5.1 The Medical Center will continue to have a clinical practice committee to review clinical practice policies and procedures.

21.5.2 The bargaining unit chairperson may appoint two of the RN members of the clinical practice committee.

21.5.3 Time spent in clinical practice committee meetings will be considered hours worked for payroll purposes.

21.6 No committee to which an RN may be appointed, whether or not expressly mentioned in this article, is authorized to change any provision of this Agreement, without the agreement of both the Association and the Medical Center.

**Article 22 – Grievance Procedure**

22.1 Grievances which arise during the term of this Agreement will be handled exclusively through this article.

22.2 Definitions:

22.2.1 A "grievance" is defined as any allegation that the Medical Center has breached one or more provisions of this Agreement and that the breach adversely affects the grieving RN and any additional RNs identified in the grievance.
22.2.2 As used in this article, the word "days" will mean calendar days.

22.3 **Informal Procedure:** An RN is encouraged to discuss the subject matter of a grievance with his/her immediate supervisor or department director before the expiration of the period for submitting a formal grievance under 22.4.1.

22.4 **Formal Procedure:** If resolution is not reached in the Informal Procedure, an RN who wishes to pursue a grievance will follow the following procedure:

22.4.1 **Step One:** The RN may submit a written grievance to the Medical Center's Human Resources department within 21 days from the date when the RN should have known of the occurrence on which the grievance is based, whether or not the RN has utilized the Informal Procedure under 22.3.

22.4.1.1 The written grievance will describe the alleged breach of this Agreement, the date of the alleged breach, and the Agreement section(s) involved.

22.4.1.2 The grievance will be referred to the RN's immediate supervisor, who will review the matter and answer the grievance in writing. The answer will be sent to the RN and the bargaining unit RN designated by the Association, within 14 days after submission of the grievance to the Human Resources department.

22.4.2 **Step Two:** If the grievance was submitted as provided above and not resolved to the RN's satisfaction at Step One, the RN may present the grievance in writing to the RN's department director within 14 days following the date the answer was sent at Step One.

22.4.2.1 The department director or his/her designee will then meet to discuss the grievance with the grieving RN and another RN designated by the Association within 14 days of receipt of the Step Two presentation, and will respond in writing to the RN and the RN designated by the Association to receive grievance responses at this level of the procedure. The response will be sent promptly after review of the grievance by the department director or designee, but no later than 14 days after the meeting or, if no meeting has been held, 21 days after receipt of the Step Two presentation.

22.4.3 **Step Three:** If the grievance was submitted as provided above and not resolved to the RN's satisfaction at Step Two, the grieving RN may make a written request to the Vice President of the RN's division for review of the grievance, within 14 days following the date of the response at Step Two.

22.4.3.1 The Vice President or his/her designee will then meet to discuss the grievance with the grieving RN and a representative of the Association within 14 days of receipt of the Step Three written request. The Vice President or designee will respond in writing to the RN and the Association promptly after review of the grievance, but no later than 14 days after the meeting or, if no meeting has been held, 21 days after receipt of the Step Three written request.

22.4.4 **Step Four:** If the grievance was submitted as provided above and not resolved to the RN's satisfaction at Step Three, the grieving RN may make a written request to the Chief
22.4.4.1 The COO or his/her designee will then meet to discuss the grievance with the grieving RN and a representative of the Association within 14 days of receipt of the Step Four written request. The COO or designee will respond in writing to the RN and the Association promptly after review of the grievance, but no later than 14 days after the meeting or, if no meeting has been held, 21 days after receipt of the Step Four written request.

22.4.5 Optional Grievance Mediation: After the Step Four response and before a grievance is referred to arbitration, PHSW and WSNA may mutually agree in writing to submit any unresolved grievance to mediation. The parties will seek the services of an FMCS mediator at no cost to the Parties. The costs for a mediation room will be borne equally by both parties. At any time during the mediation process either party, through written notice to the other, may terminate the mediation process. If the mediation is terminated WSNA has 21 days to refer the matter to Arbitration from date of termination of the mediation.

22.4.6 Step Five: If the grievance was processed as provided above and not resolved to the grieving RN's and the Association's satisfaction at Step Four, the Association may refer the grievance to arbitration by written notification to the Medical Center's Human Resources department, within 14 days following the date the response was sent at Step Four, of the Association's desire to proceed to arbitration.

22.4.6.1 With respect to disciplinary action grievances, only those involving discharge or suspension may be referred to arbitration. The Step Four decision of the COO or designee regarding other disciplinary action grievances will be final and binding on all persons and parties.

22.5 If a grievance is referred to arbitration as provided above, the following will apply:

22.5.1 An arbitrator will be selected from a list furnished by the Federal Mediation and Conciliation Service of seven (7) arbitrators from Oregon or Southwest Washington.

22.5.2 The Association and the Medical Center will alternately strike one name from the list, and the last name remaining will be the arbitrator. The parties will flip a coin to determine who strikes the first name.

22.5.3 The evidence and argument submitted to the arbitrator will not be limited to the evidence and argument submitted at Steps One through Four.

22.5.4 The arbitrator has no authority or right to add to, subtract from, or otherwise change or modify the provisions of this Agreement.

22.5.5 The arbitrator will render a decision within 30 days from the close of the hearing, and the decision will be final and binding on the grievant(s), the Association, and the Medical Center.
22.5.6 Each party will be responsible for its own arbitration expenses, except that the fee and expenses of the arbitrator will be divided equally between the Association and the Medical Center.

22.6 If the grievant or Association fails to meet any of their time limits set forth above, the grievance will be deemed resolved by the Medical Center's last determination on the subject. If the Medical Center fails to meet any of its time limits set forth above, the grievant or, where provided under the procedure, the Association may move to the next step in the procedure as if the grievance had been denied at the expiration of the relevant time limit.

22.6.1 With the written agreement of the grievant, the Association, and the Medical Center, time limits set forth above may be waived.

Article 23 – Association Rights

23.1 Access to Premises:

23.1.1 The Association may use the Medical Center's meeting rooms that are scheduled through the education department, for the purpose of transacting Association business limited to bargaining unit contract negotiation and contract administration matters in accordance with its NLRB certification. Use of such rooms will be further subject to Medical Center policies applicable to requests for use by external professional health care-related organizations. The Medical Center may change its policies regarding use of meeting rooms from time to time, and will apply the policies as then in effect to Association meeting room requests on a non-discriminatory basis.

23.1.2 If a meeting room is not available, the Medical Center's Human Resources department will cooperate with the Association in attempting to find alternative meeting space at the Medical Center for the purposes of 23.1.1.

23.1.3 Transaction of Association business on Medical Center premises will be confined exclusively to the provisions of this article and will not occur on the working time of RNs. Communications between RNs on their non-working time in non-working areas are not covered by this paragraph.

23.2 Bulletin Boards:

The Medical Center will designate for Association use all or parts of a bulletin board in each department, except that the Family Birth Center will have one designated bulletin board in each lounge. The area designated will be no less than 24 by 36 inches. A department under this section is defined as each patient care unit and IV Therapy, Care Management, HomeCare Southwest, Hospice Southwest, Healthy Steps Clinic, FMSW, the two Diagnostic Imaging lounges, Patient Registration, Staffing Office, Radiation Oncology, Ray Hickey Hospice House, and Quality Care Resources. The materials to be posted by Association will be limited to contract negotiation and administration matters. Association materials will not be posted in any other place on Medical Center premises.
23.3 Contract Distribution:

23.3.1 The Association will print and be primarily responsible for distribution of the Agreement to currently employed nurses. The printed Agreement will be limited to the provisions agreed upon by the Medical Center and Association. The Association will immediately provide the Medical Center with 25 copies of the printed Agreement and with a sufficient number of copies for distribution to newly hired nurses. The Medical Center will distribute a copy from the latter supply to each newly hired nurse during orientation. The Medical Center may, at its own expense, make additional copies for distribution to Medical Center managers and administrative staff.

23.3.2 Upon request of the Association and its furnishing additional copies of this Agreement, the Medical Center will distribute the copies to bargaining unit RNs.

23.4 Rosters:

23.4.1 The Medical Center will provide the Association each January and July with an electronic spreadsheet listing bargaining unit RNs. This list will contain each employee’s name, address, home telephone number, employee identification number, unit, job classification, FTE, grade, rate of pay, date of hire as an RN, and adjusted date of hire for RNs who have been rehired.

23.4.2 After the close of each pay period, the Medical Center shall electronically provide to the Association the information listed above for bargaining unit RNs who were hired, transferred into or out of a bargaining unit position, and/or terminated during the previous pay period.

23.4.3 Each RN will be responsible for providing the Medical Center with his/her home address and home telephone number.

Article 24 - Management Rights

24.1 The Association recognizes that the Medical Center has the obligation to provide certain medical and treatment services and related health care within the community. The Association acknowledges that, except as particular matters are specifically limited by this Agreement, the Medical Center has the exclusive right to operate and manage the Medical Center, including but not limited to, the rights to extend, limit, consolidate, or discontinue operations and services, and employment pertaining thereto; to determine the methods and means for providing services; to determine the kind and location of facilities; to administer and control the premises, facilities, utilities, equipment, and supplies; to select, hire, classify, train, orient, promote, transfer, assign, direct, reward, demote, layoff, and supervise RNs; to take corrective action; to determine work schedules; to direct employees and determine job assignments; to formulate, modify, and assess qualifications and standards of performance and attendance; to determine staffing requirements; and to utilize suppliers, subcontractors, and independent contractors as it determines appropriate, including the right to use traveling, agency, or temporary personnel.
24.1.1 The above statement of management rights 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.

24.1.2 All matters not covered by the language of this Agreement will be administered by the Medical Center on a unilateral basis consistent with its policies and procedures.

24.2 The Medical Center has the right to establish, change, modify, interpret, or abolish its policies and procedures.

24.2.1 When provisions of this Agreement establish terms and conditions for a subject that is also addressed in a policy or procedure, the Agreement provisions will be the only ones that apply to RNs.

**Article 25 – No Strike/No Lockout**

During the term of this Agreement, (a) the Medical Center will not engage in any lockout, and (b) neither the Association nor RNs will engage in any strike, sympathy strike, walkout, slowdown, other interruption of work, picketing of the Medical Center, or interference with the orderly operation of the Medical Center.

**Article 26– Savings Clause**

26.1 The parties believe that this Agreement complies with applicable state and federal laws.

26.2 This Agreement will be subject to all applicable state and federal laws, present and future, including their pertinent rules and regulations. Should any provision or provisions of this Agreement be mutually determined by the parties or by a court of competent jurisdiction to be unlawful, such determination will not invalidate the remainder of this Agreement.

26.2.1 All other provisions of this Agreement will remain in full force and effect for the life of the Agreement.

26.2.2 In the event of such a determination, the parties will attempt to reach a mutually satisfactory replacement for the provision(s) determined to be unlawful.

**Article 27 – Duration**

27.1 This Agreement will be effective beginning with the first full pay period after its ratification by both the Association and the Medical Center, except as specifically provided otherwise in the Agreement.

27.2 This Agreement will remain in full force and effect to and including. February 28, 2017 If either party to this Agreement desires to amend this Agreement on or after the above expiration date, it must give written notice of such desire to the other party not less than 90 nor more than 120 days in advance of the above expiration date. In the event no such notice is given or the parties do not agree on a new Agreement on or before the above expiration date, this Agreement will terminate on that date unless the parties agree to extend it.
IN WITNESS WHEREOF the Medical Center and Association have executed this agreement as of the ______ day of July, 2014.

PEACEHEALTH SOUTHWEST MEDICAL CENTER

Laurie Lemieux
Vice President, People & Culture

WASHINGTON STATE NURSES ASSOCIATION

David Campbell, Counsel For WSNA

Mara Kieval, Nurse Representative For WSNA

Christie Riley For WSNA

Ann Neil For WSNA

Steve Hawkins For WSNA

Jonathan Chase For WSNA

Robin Larson For WSNA

Marilyn Tollisen For WSNA

Dianne Gray For WSNA

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APPENDIX A

LETTER OF UNDERSTANDING RE TEAM LEADERS

This letter of understanding is entered into by and between Southwest Washington Medical Center ("Medical Center") and Washington State Nurses Association ("Association") regarding the effect of the creation of new Team Manager positions on Team Leaders in the same patient care units. The parties agree as follows:

1. This agreement deals with Team Managers and Team Leaders in a patient care unit in which (a) there have not been Team Manager positions, either filled or posted, from January 1, 1999 through March 31, 1999; (b) a Team Manager position(s) is introduced on or after April 1, 1999; and (c) existing Team Leader positions are, as a result, eliminated.

2. Team Managers appointed by the Medical Center per paragraph 1 above may perform bargaining unit work; provided, they will not be given a full complement of patient assignments customary for that patient care unit and shift when an RN in the same unit and shift is on an involuntary RIF or involuntary low census time, except (a) in emergencies, (b) during the time after such RN has been called in to work and has not yet arrived, or (c) such RN is otherwise unavailable; and provided further, they will not regularly be given such a full complement of patient assignments in the absence of any RIF or low census time on that patient care unit and shift, except (a) in emergencies, (b) when a Staff Nurse position for that patient care unit and shift has been posted but not yet filled, or (c) when a Staff Nurse does not come to work as scheduled.

3. If a Team Leader position is eliminated within one month after a Team Manager position is added per paragraph 1 above, the RN whose Team Leader position is eliminated will be reclassified to Staff Nurse status with the same unit, shift, and status hours. The RN's straight-time rate of pay will be maintained. No increase in that rate of pay will occur, absent a separate written agreement between the Medical Center and the Association, until the top of the Staff Nurse pay range equals or exceeds the RN's straight-time rate of pay. The RN will thereafter be eligible for periodic pay increases in accordance with the provisions of the parties' collective bargaining agreement.

   a. Paragraph 3 applies equally to RNs in any bargaining unit Team Leader position that is eliminated on or after April 1, 1999.

   b. Paragraph 3 will cease to apply to an otherwise eligible RN if he/she voluntarily enters a different job classification, at which time the collective bargaining agreement provisions for a reclassification will apply.

4. Paragraph 3 will not apply if a Team Leader position is eliminated and the incumbent Team Leader accepts a position as a Team Manager. In that situation, the Medical Center will post the eliminated Team Leader's status hours as a Staff Nurse vacancy in the same patient care unit.
PEACEHEALTH SOUTHWEST
MEDICAL CENTER

By: [Signature]
Date: 8-11-14

WASHINGTON STATE
NURSES ASSOCIATION

By: [Signature]
Date: 7-15-2014
APPENDIX B – STEP PLACEMENT

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Grade</th>
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<td>Enteroestomal Therapist</td>
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<td>Heart &amp; Vascular Nurse Specialist</td>
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<td>Authorization Nurse</td>
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<td>Cardio-Vascular RN</td>
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*All pay rates are effective with the first full pay period beginning after the date noted.
APPENDIX C

LETTER OF UNDERSTANDING RE
OR RN TRAINING PROGRAM AND TRAINING AGREEMENT

This letter of understanding is entered into by and between PeaceHealth Southwest Medical Center (“PHSW”) and Washington State Nurses Association (“Association”) regarding an OR RN Training Program to train experienced RNs and new graduate RNs as OR nurses.

A. OR RN Training Program

1. PHSW will provide a training program for the benefit of selected nurses designed by the Association of Operating Room Nurses (AORN). The formal training program will take approximately 42 weeks and will be a combination of didactic and precepted clinical time. Up to an additional six months of expanded clinical experience on the day shift under close supervision may be utilized following the 42 week orientation.

2. The criteria for selection for the program will be as follows:
   a. Previous perioperative services, and/or inpatient surgical, and/or critical care experience, and/or senior practicum in the OR is strongly preferred,
   b. Last two years of performance appraisals, if available, utilizing only the values and performance characteristics scores of the PHSW evaluations for internal applicants,
   c. Structured team interview process, including management, OR Staff RNs, and other OR team members on the interview team,
   d. Seniority (tie breaker, all else being equal).

3. Nurses selected for this program will sign a contract (as attached) which will obligate them to work in the PHSW Surgery Department for 3,640 hours at a minimum .6 FTE from successful completion of the training program orientation. Failure to fulfill the hours requirement will require that the RN reimburse PHSW for $5,000 of education expenses. This amount will be prorated based on the worked hours (including PTO used) in the OR.

4. Leaving the Program:
   a. Should either PHSW or the nurse determine this program is not a good fit for the RN during the first three months of training, the RN will not be expected to reimburse PHSW for the training.
   b. If the nurse determines this program is not a good fit for the nurse during the remaining seven months of training, the RN will be expected to reimburse PHSW for $5,000 of education expenses, unless the RN thereafter completes
one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for a participating RN, PHSW will return the nurse to his or her previous unit (if RN is not a new hire and a position is available), assist the nurse in finding another vacant position at PHSW, or place the RN in the Resource Pool if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that the nurse remains thus employed with PHSW.

c. If PHSW determines that the program is not a good fit for the nurse during any part of the training program, the nurse will not be expected to reimburse PHSW for the training.

5. PHSW may discontinue this training program by giving notice in writing to Association.

PEACEHEALTH SOUTHWEST
MEDICAL CENTER

By: [Signature]
Date: 08.11.14

WASHINGTON STATE
NURSES ASSOCIATION

By: [Signature]
Date: 7.15.2017
OR TRAINING PROGRAM AGREEMENT

DATE:

PARTIES: PeaceHealth Southwest Medical Center (PHSW)

and

Beneficiary

SUBJECT: To set forth the terms and conditions under which PHSW will allow Beneficiary to participate in PHSW’s OR RN Training Program in exchange for Beneficiary's agreement to work for PHSW for a specified period after the conclusion of the training.

WHEREAS, Beneficiary has received a nursing license in the State of Washington and will provide valuable services as an employee; and

WHEREAS, Beneficiary desires to participate in PHSW’s OR RN Training Program for the benefit of Beneficiary, which will include up to 42 weeks of didactic and clinical training; and

WHEREAS, PHSW has agreed to provide the Training Program to Beneficiary as an educational opportunity (the cost of which to PHSW for the benefit of Beneficiary is agreed by the parties to be not less than $5,000), in consideration of Beneficiary's agreeing to participate in the Training Program as set forth in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** This agreement will commence on __________, and will terminate on the first to occur of the following:

   (a) Upon the Beneficiary having worked or having been available to work in the PHSW Surgery Department for 3,640 hours at a minimum .6 FTE following successful completion of the orientation period;

   (b) The death of the Beneficiary;

   (c) The prolonged or permanent disability of Beneficiary; or

   (d) Involuntary termination of Beneficiary.

2. Beneficiary agrees to complete the Training Program within the time frame specified and to work in the PHSW Surgery Department until the hours requirement is fulfilled. If at any time during that combined period, Beneficiary withdraws from participation in the Training Program or Surgery Department work (except for the reasons specified in 1 above), Beneficiary will reimburse PHSW for the full $5,000 cost of the Training Program in accordance with the following:
(a) Should either PHSW or Beneficiary determine this program is not a good fit for Beneficiary during the first three months of training, Beneficiary will not be expected to reimburse PHSW for the training.

(b) If Beneficiary determines this program is not a good fit for Beneficiary during the remaining seven months of training, Beneficiary will be expected to reimburse PHSW for $5,000 of education expenses, unless Beneficiary thereafter completes one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for Beneficiary, PHSW will return Beneficiary to Beneficiary's previous unit (if Beneficiary is not a new hire and a position is available), assist Beneficiary in finding another vacant position at PHSW, or place Beneficiary in the Resource Pool if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that Beneficiary remains thus employed with PHSW.

(c) If Beneficiary determines this program is not a good fit for Beneficiary after the end date of the orientation period (approximately 42 weeks) and before completing 3,640 hours worked from that end date as a .6 or higher FTE RN in the PHSW Surgery Department, Beneficiary will be expected to reimburse PHSW for $5,000 of education expenses. This amount will be prorated based on the number of worked hours (including PTO used) in the PHSW Surgery Department.

(d) If PHSW determines that the program is not a good fit for Beneficiary during any part of the 42 week training program, the nurse will not be expected to reimburse PHSW for this training.

3. Beneficiary acknowledges that participation in the program is for Beneficiary's benefit. Beneficiary will arrange with PHSW's Human Resources Department for the payment of the reimbursement amount owed. Failure to make mutually accepted payment arrangements will not in any way release Beneficiary from the obligation to pay PHSW the remaining reimbursement amount.

4. Agreement. Beneficiary acknowledges having read and agreeing to the terms and conditions of this agreement. Beneficiary understands that this is not an employment agreement between the employee and PHSW.
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written above.

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: ________________________________  Date: ________________

Name (Print): _______________________

BENEFICIARY:

______________________________  Date: ________________

Name (Print): _______________________

Page 64 of 84
APPENDIX D

LETTER OF UNDERSTANDING
RE ED RN TRAINING PROGRAM AND TRAINING AGREEMENT

This letter of understanding is entered into by and between PeaceHealth Southwest Medical Center ("PHSW") and Washington State Nurses Association ("Association") regarding an Emergency Department (ED) RN Training Program to train experienced RNs and new graduate RNs as ED nurses.

A. ED RN Training Program

1. PHSW will provide a training program for the benefit of selected nurses designed by the Emergency Nurses’ Association (ENA). The formal training program will take approximately six months and will be a combination of didactic and precepted clinical time.

2. The criteria for selection for the program will be as follows:

   a. Previous emergency services and/or critical care experience (may include senior practicum) strongly preferred; medical/surgical experience may be considered.

   b. Last two years of performance appraisals, if available, utilizing only the values and performance characteristics scores of the PHSW evaluations for internal applicants,

   c. Structured team interview process, including management, Emergency Department Staff RNs, and other Emergency Department team members on the interview team,

   d. Seniority (tie breaker, all else being equal).

3. Nurses selected for this program will sign a contract (as attached) which will obligate them to work in the PHSW Emergency Department for 3,640 hours at a minimum .6 FTE from the successful completion of the training program. Failure to fulfill the hours requirement will require that the RN reimburse PHSW for $5,000 of education expenses. This amount will be prorated based on the worked hours (including PTO used) in the ED.

4. Leaving the Program:

   a. Should either PHSW or the nurse determine this program is not a good fit for the RN during the first three months of training, the RN will not be expected to reimburse PHSW for the training.

   b. If the nurse determines this program is not a good fit for the nurse during the remainder of the training, the RN will be expected to reimburse PHSW for $5,000 of education expenses, unless the RN thereafter completes one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for a participating RN, PHSW will return the nurse to his or her previous unit (if RN
is not a new hire and a position is available), assist the nurse in finding another vacant position at PHSW, or place the RN in the Resource Pool if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that the nurse remains thus employed with PHSW.

c. If PHSW determines that the program is not a good fit for the nurse during any part of the training program, the nurse will not be expected to reimburse PHSW for the training.

5. PHSW may discontinue this training program by giving notice in writing to Association.

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: ____________________________
Date: 06.17.14

WASHINGTON STATE NURSES ASSOCIATION

By: ____________________________
Date: 7-15-2014
EMERGENCY DEPARTMENT TRAINING PROGRAM AGREEMENT

DATE:

PARTIES: PeaceHealth Southwest Medical Center (PHSW)

and

Beneficiary

SUBJECT: To set forth the terms and conditions under which PHSW will allow Beneficiary to participate in PHSW's ED RN Training Program in exchange for Beneficiary's agreement to work for PHSW for a specified period after the conclusion of the training.

WHEREAS, Beneficiary has received a nursing license in the State of Washington and will provide valuable services as an employee; and

WHEREAS, Beneficiary desires to participate in PHSW's ED RN Training Program for the benefit of Beneficiary, which will include up to six months of didactic and clinical training; and

WHEREAS, PHSW has agreed to provide the Training Program to Beneficiary as an educational opportunity (the cost of which to PHSW for the benefit of Beneficiary is agreed by the parties to be not less than $5,000), in consideration of Beneficiary's agreeing to participate in the Training Program as set forth in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. This agreement will commence on __________, and will terminate on the first to occur of the following:

   (a) Upon the Beneficiary having worked or having been available to work in the PHSW Emergency Department for 3,640 hours at a minimum .6 FTE following successful completion of the training program;

   (b) The death of the Beneficiary;

   (c) The prolonged or permanent disability of Beneficiary; or

   (d) Involuntary termination of Beneficiary.

2. Beneficiary agrees to complete the Training Program within the time frame specified and to work in the PHSW Emergency Department until the hours requirement is fulfilled. If at any time during that combined period, Beneficiary withdraws from participation in the Training Program or Emergency Department work (except for the reasons specified in 1 above), Beneficiary will reimburse PHSW for the full $5,000 cost of the Training Program in accordance with the following:
(a) Should either PHSW or Beneficiary determine this program is not a good fit for Beneficiary during the first three months of training, Beneficiary will not be expected to reimburse PHSW for the training.

(b) If Beneficiary determines this program is not a good fit for Beneficiary during the second three months of training, Beneficiary will be expected to reimburse PHSW for $5,000 of education expenses, unless Beneficiary thereafter completes one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for Beneficiary, PHSW will return Beneficiary to Beneficiary's previous unit (if Beneficiary is not a new hire and a position is available), assist Beneficiary in finding another vacant position at PHSW, or place Beneficiary in the Resource Pool if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that Beneficiary remains thus employed with PHSW.

(c) If Beneficiary determines this program is not a good fit for Beneficiary after the end date of the training and before completing 3,640 hours worked from that end date as a .6 FTE or higher RN in the PHSW Emergency Department, Beneficiary will be expected to reimburse PHSW for $5,000 of education expenses. This amount will be prorated based on the number of worked hours (including PTO used) in the PHSW Emergency Department.

(d) If PHSW determines that the program is not a good fit for Beneficiary during any part of the training program, the nurse will not be expected to reimburse PHSW for this training.

3. Beneficiary acknowledges that participation in the program is for Beneficiary's benefit. Beneficiary will arrange with PHSW's Human Resources Department for the payment of the reimbursement amount owed. Failure to make mutually accepted payment arrangements will not in any way release Beneficiary from the obligation to pay PHSW the remaining reimbursement amount.

4. Agreement. Beneficiary acknowledges having read and agreeing to the terms and conditions of this agreement. Beneficiary understands that this is not an employment agreement between the employee and PHSW.
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written above

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: ________________________________  Date: ____________

Name (Print): __________________________

BENEFICIARY:

______________________________  Date: ____________

Name (Print): __________________________
APPENDIX E

LETTER OF UNDERSTANDING RE CRITICAL CARE TRAINING PROGRAM AND TRAINING AGREEMENT

This letter of understanding is entered into by and between PeaceHealth Southwest Medical Center ("PHSW") and Washington State Nurses Association ("Association") regarding a Critical Care RN Training Program to train experienced RNs and new graduate RNs as Critical Care nurses.

A. Critical Care Internship RN Training Program

1. PHSW will provide a training program for the benefit of selected nurses guided by the American Association of Critical Care Nurses (AACN). The formal training program will take up to six months and will be a combination of didactic and precepted clinical time.

2. The criteria for selection for the program will be as follows:
   a. Previous acute care experience or senior practicum in critical care,
   b. Last two years of performance appraisals, if available, utilizing only the values and performance characteristics scores of the PHSW evaluations for internal applicants,
   c. Structured team interview process, including members of the ICU and CVICU staff RNs and other ICU and CVICU staff on the interview team,
   d. Seniority (tie breaker, all else being equal).

3. Nurses selected for this program will sign a contract (as attached) which will obligate them to work in the PHSW ICU or CVICU for 3,640 hours at a minimum of .6 FTE from the end date of successful completion of the training program. Failure to fulfill the hours requirement will require that the RN reimburse PHSW for $5,000 of education expenses. This amount will be prorated based on the worked hours (including PTO used) in the ICU or CVICU.

4. Leaving the Program:
   a. Should either PHSW or the nurse determine this program is not a good fit for the RN during the first three months of training, the RN will not be expected to reimburse PHSW for the training.
   b. If the nurse determines this program is not a good fit for the nurse during the second three months of training, the RN will be expected to reimburse PHSW for $5,000 of education expenses, unless the RN thereafter completes one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for a participating RN, PHSW will return the nurse to his or her previous unit (if RN is not a new hire and a position is available), assist the nurse in finding another
vacant position at PHSW, or place the RN in the Resource Pool if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that the nurse remains thus employed with PHSW.

c. If PHSW determines that the program is not a good fit for the nurse during any part of the training program, the nurse will not be expected to reimburse PHSW for the training.

5. PHSW may discontinue this training program by giving notice in writing to Association.

PEACEHEALTH SOUTHWEST MEDICAL CENTER
By: __________________________
Date: ____________

WASHINGTON STATE NURSES ASSOCIATION
By: __________________________
Date: ____________
CRITICAL CARE
TRAINING PROGRAM AGREEMENT

DATE: ______________________________________

PARTIES: PeaceHealth Southwest Medical Center (PHSW)
and
Beneficiary

SUBJECT: To set forth the terms and conditions under which PHSW will allow Beneficiary to participate in PHSW's Critical Care Internship Training Program in exchange for Beneficiary's agreement to work for PHSW for a specified period after the conclusion of the training.

WHEREAS, Beneficiary has received a nursing license in the State of Washington and will provide valuable services as an employee;

WHEREAS, Beneficiary desires to participate in PHSW's Critical Care RN Training Program for the benefit of Beneficiary, which will include up to six months of didactic and clinical training; and

WHEREAS, PHSW has agreed to provide the Training Program to Beneficiary as an educational opportunity (the cost of which to PHSW for the benefit of Beneficiary is agreed by the parties to be not less than $5,000), in consideration of Beneficiary's agreeing to participate in the Training Program as set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** This agreement will commence on __________, and will terminate on the first to occur of the following:

   (a) Upon the Beneficiary having worked or having been available to work in the PHSW Critical Care Department for 3,640 hours at a minimum of .6 FTE following successful completion of the training program;

   (b) The death of the Beneficiary;

   (c) The prolonged or permanent disability of Beneficiary; or

   (d) Involuntary termination of Beneficiary.

2. Beneficiary agrees to complete the Training Program within the time frame specified and to work in the PHSW Critical Care units until the hours requirement is fulfilled. If at any time during that combined period, Beneficiary withdraws from participation in the Training Program or Critical Care work (except for the reasons specified in 1 above), Beneficiary will reimburse PHSW for the full $5,000 cost of the Training Program in accordance with the following:
(a) Should either PHSW or Beneficiary determine this program is not a good fit for Beneficiary during the first three months of training, Beneficiary will not be expected to reimburse PHSW for the training.

(b) If Beneficiary determines this program is not a good fit for Beneficiary during the remainder of the training, Beneficiary will be expected to reimburse PHSW for $5,000 of education expenses, unless Beneficiary thereafter completes one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for Beneficiary, PHSW will return Beneficiary to Beneficiary's previous unit (if Beneficiary is not a new hire and a position is available), assist Beneficiary in finding another vacant position at PHSW, or place Beneficiary in the Resource Pool if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that Beneficiary remains thus employed with PHSW.

(c) If Beneficiary determines this program is not a good fit for Beneficiary after the end date of the training and before completing 3,640 hours worked from that end date as a .6 or higher FTE RN in PHSW Critical Care, Beneficiary will be expected to reimburse PHSW for $5,000 of education expenses. This amount will be prorated based on the worked hours that Beneficiary completes this work in the PHSW Critical Care Departments.

(d) If PHSW determines that the program is not a good fit for Beneficiary during any part of the training program, the nurse will not be expected to reimburse PHSW for this training.

3. Beneficiary acknowledges that participation in the program is for Beneficiary's benefit. Beneficiary will arrange with PHSW's Human Resources Department for the payment of the reimbursement amount owed. Failure to make mutually accepted payment arrangements will not in any way release Beneficiary from the obligation to pay PHSW the remaining reimbursement amount.

4. Agreement. Beneficiary acknowledges having read and agreeing to the terms and conditions of this agreement. Beneficiary understands that this is not an employment agreement between the employee and PHSW.
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written above

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: ________________________________ Date: ____________

Name (Print): _____________________

BENEFICIARY:

_______________________________ Date: ____________

Name (Print): _____________________
APPENDIX F

LETTER OF UNDERSTANDING RE FAMILY BIRTH CENTER TRAINING PROGRAM AND AGREEMENT

This letter of understanding is entered into by and between PeaceHealth Southwest Medical Center ("PHSW") and Washington State Nurses Association ("Association") regarding a Family Birth Center Training Program to train experienced RNs and new graduate RNs as Family Birth Center nurses.

A. Family Birth Center RN Training Program

1. PHSW will provide a training program for the benefit of selected nurses guided by the Association of Women's Health, Obstetric and Neonatal Nurses (AWHONN). The formal training program will take up to six months and will be a combination of didactic and precepted clinical time.

2. The criteria for selection for the program will be as follows:
   a. Previous obstetrical services, mother/baby or acute care experience (may include senior practicum) strongly preferred.
   b. Last two years of performance appraisals, if available, utilizing only the values and performance characteristics scores of the PHSW evaluations for internal applicants, or two recommendations from instructors plus one recommendation from obstetrical senior practicum site.
   c. Structured team interview process, including members of the including management, Family Birth Center RNs, and other Family Birth Center team members on the interview team,
   d. Seniority (tie breaker, all else being equal).

3. Nurses selected for this program will sign a contract (as attached) which will obligate them to work in the Family Birth Center for 3,640 hours at a minimum of .6 FTE from the end date of successful completion of the training program. Failure to fulfill the hours requirement will require that the RN reimburse PHSW for $5,000 of education expenses. This amount will be prorated based on the worked hours (including PTO used) in the Family Birth Center department.

4. Leaving the Program:
   a. Should either PHSW or the nurse determine this program is not a good fit for the RN during the first three months of training, the RN will not be expected to reimburse PHSW for the training.
   b. If the nurse determines this program is not a good fit for the nurse during the second three months of training, the RN will be expected to reimburse PHSW for $5,000 of education expenses, unless the RN thereafter completes one year
of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for a participating RN, PHSW will return the nurse to his or her previous unit (if RN is not a new hire and a position is available), assist the nurse in finding another vacant position at PHSW, or place the RN in the Resource Team if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that the nurse remains thus employed with PHSW.

c. If PHSW determines that the program is not a good fit for the nurse during any part of the training program, the nurse will not be expected to reimburse PHSW for the training.

5. PHSW may discontinue this training program by giving notice in writing to Association.

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: [Signature]

Date: 08/11/14

WASHINGTON STATE NURSES ASSOCIATION

By: [Signature]

Date: 7-15-2014
FAMILY BIRTH CENTER
TRAINING AGREEMENT

DATE: ________________________

PARTIES: PeaceHealth Southwest (PHSW)

and

_________________________ Beneficiary

SUBJECT: To set forth the terms and conditions under which PHSW will allow Beneficiary to participate in PHSW Family Birth Center RN Training program in exchange for Beneficiary's agreement to work for PHSW for a specified period after the conclusion of the training.

WHEREAS, Beneficiary has received a nursing license in the State of Washington and will provide valuable services as an employee; and

WHEREAS, Beneficiary desires to participate in PHSW Family Birth Center RN Training Program for the benefit of Beneficiary, which will include up to six months of didactic and clinical training; and

WHEREAS, PHSW has agreed to provide the Training Program to Beneficiary as an educational opportunity (the cost of which to PHSW for the benefit of Beneficiary is agreed by the parties to be not less than $5,000), in consideration of Beneficiary's agreeing to participate in the Training Program as set forth in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. This agreement will commence on __________, and will terminate on the first to occur of the following:

   (a) Upon the Beneficiary having worked or been available to work in the PHSW Family Birth Center for 3,640 hours at a minimum of .6 FTE following successful completion of the training program;

   (b) The death of the Beneficiary;

   (c) The prolonged or permanent disability of Beneficiary; or

   (d) Involuntary termination of Beneficiary.

2. Beneficiary agrees to complete the Training Program within the time frame specified and to work in the Family Birth Center until the hours requirement is fulfilled. If at any time during that combined period, Beneficiary withdraws from participation in the Training Program or Family Birth Center work (except for the
reasons specified in 1 above), Beneficiary will reimburse PHSW for the full $5,000 cost of the Training Program in accordance with the following:

(a) Should PHSW determine this program is not a good fit for Beneficiary during the first three months of training, Beneficiary will not be expected to reimburse PHSW for the training.

(b) If Beneficiary determines this program is not a good fit for Beneficiary during the remainder of the training, Beneficiary will be expected to reimburse PHSW for $5,000 of education expenses, unless Beneficiary thereafter completes one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If PHSW determines the program is not a good fit for Beneficiary, PHSW will return Beneficiary to Beneficiary’s previous unit (if Beneficiary is not a new hire and a position is available), assist Beneficiary in finding another vacant position at PHSW, or place Beneficiary in the Resource Team if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that Beneficiary remains thus employed with PHSW.

(c) If Beneficiary determines this program is not a good fit for Beneficiary after the end date of the training and before completing 3,640 hours worked from that end date as a .6 or higher FTE RN in PHSW Family Birth Center, Beneficiary will be expected to reimburse PHSW for $5,000 of education expenses. This amount will be prorated based on the worked hours that Beneficiary completes this work in the PHSW Family Birth Center.

(d) If PHSW determines that the program is not a good fit for Beneficiary during any part of the training program, the RN will not be expected to reimburse PHSW for this training.

3. Beneficiary acknowledges that participation in the program is for Beneficiary's benefit. Beneficiary will arrange with PHSW's Human Resources Department for the payment of the reimbursement amount owed. Failure to make mutually accepted payment arrangements will not in any way release Beneficiary from the obligation to pay PHSW the remaining reimbursement amount.

4. Agreement. Beneficiary acknowledges having read and agreeing to the terms and conditions of this agreement. Beneficiary understands that this is part of an employment agreement between the employee and PHSW.
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written above

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: ___________________________________________ Date: __________

Name (Print): ________________________________

BENEFICIARY:

_________________________________________ Date: __________

Name (Print): ________________________________
PeaceHealth Southwest Medical Center

NURSE STAFFING CONCERN FORM

☐ I have spoken to my charge nurse/immediate supervisor ________________________ (name of who was notified)
☐ I have spoken to the administrative supervisor ____________________________ (name of who was notified)
☐ I still have concerns

I, ______________________________, a Registered Nurse employed at PeaceHealth Southwest Medical Center

(Name)
on __________________________, ______/_____/______, hereby object to the assignment as

(Unit) (Shift) (Date)

☐ Charge / lead nurse  ☐ Team Leader  ☐ Primary nurse  ☐ Staff nurse  ☐ Other __________________
made to me by __________________________ at ___________ on _____/_____/______

(Supervisor / Person in charge) (Time) (Date)

My objections to this assignment are (check all that apply)

☐ Charge nurse unable to perform charge nurse duties, secondary to increased patient care assignment
☐ Inadequate nurse to patient ratios for patient acuity based on my clinical judgment
☐ Insufficient support staff requires me to assume additional duties
☐ Not trained or experienced in area assigned
☐ Not oriented to this unit / case load
☐ Patient care equipment missing or unusable
☐ Necessary equipment is not available e.g.: supplies, IVs, medication availability
☐ Not trained or experienced to use equipment in assigned area.
☐ System failure e.g.: computer, phone, pعباد, call system
☐ This assignment posed a serious threat to my health and safety.
☐ This assignment posed a serious threat to the health and safety of a patient under my direct care.
☐ Mandatory Overtime
☐ Missed breaks
☐ Meal break  ☐ Rest break
☐ Other

Brief statement of problem(s), including any pertinent information about staffing, census, acuity, transfers, discharges, and / or admissions:

__________________________________________________________________________
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__________________________________________________________________________

__________________________________________________________________________

Signature Time/Date

Complete this form and have it signed by your immediate supervisor. Make two copies: give one to a local unit officer, and keep the original for your records.
Complete this form and have it signed by your immediate supervisor. Make two copies: give one to a local unit officer, and keep the original for your records.

Signature  

Time/Date

Actions taken/Response from administrative manager:
MEMORANDUM OF UNDERSTANDING ONE

SEVERANCE BENEFITS

PeaceHealth Southwest ("PHSW") and Washington State Nurses Association ("Association") hereby agree as follows:

1. PeaceHealth has a system-wide Severance Policy ("Policy"). Under the terms of this Memorandum of Agreement Nurses covered by this collective bargaining agreement ("Agreement") with PHSW are eligible to receive benefits under the most current Policy in effect, in accordance with the terms of that Policy.

2. The Parties specifically agree that the provisions of the Policy are subject to the right of PeaceHealth and/or PHSW in its sole discretion to unilaterally modify any provision of the Policy or unilaterally terminate or reinstate the Policy at any time.

4. The Parties agree that a nurse, after having been notified of elimination of his/her position, may elect to receive severance benefits in accordance with the terms of the Policy. Nurses must make this election in writing within seven (7) calendar days after having received notice of elimination of their position. Failure to satisfy this requirement shall result in forfeiture of the opportunity to elect severance benefits.

5. The election described in Paragraph 4 above is not available in the event of a reduction of hours worked or a reduction in FTE status. A nurse’s receipt of severance benefits is conditioned on the nurse’s termination of employment.

6. Under the terms of the Policy, severance benefits are available to an employee in the event of a termination of employment resulting from position elimination or reduction in force, with no opportunity for recall. Under the terms of the Parties’ Agreement, however, nurses who are subject to layoff have recall rights pursuant to Section 10.4 3. The Parties agree that a nurse’s election to receive severance benefits in accordance with the terms of the Policy shall constitute a waiver by the nurse of any of the recall rights described in Section 10.4 3 of the Parties’ Agreement.

PEACEHEALTH SOUTHWEST
MEDICAL CENTER

By: [Signature]
Date: 08.11.14

WASHINGTON STATE
NURSES ASSOCIATION

By: [Signature]
Date: 7-15-2014
MEMORANDUM OF UNDERSTANDING TWO

STEP PLACEMENT

1. This Memorandum of Understanding incorporates only a going forward adjustment, and there will be no retroactive pay adjustments.

2. The Parties agree on a one-time basis to categorize the step placement of the nurses that have been continuously employed in the RN job classification from January 1, 2012, through the first full pay period following March 1, 2015, provided the RN has completed a minimum of 1,248 paid hours for each year of service. The paid hours of service will include unpaid low census hours but not include on-call hours.

3. The RN’s initial “step advancement date” is the RN’s 2012 seniority date. The step placement categorization will be completed prior to implementation of the 1.25% increase on the first full pay period following March 1, 2015. Each RN will be placed on the step set forth in Appendix B that represents the RN’s continuous years of experience in the RN job classification.

4. If an RN’s step placement and/or base rate of pay is higher than the experience assessment described above, the Medical Center will continue the RN’s current base rate of pay and the RN will continue to advance annually in accordance with Section 13.3.

PEACEHEALTH SOUTHWEST
MEDICAL CENTER

By: 

Date: 11.08.14

WASHINGTON STATE
NURSES ASSOCIATION

By: 

Date: 2019-07-15
Letter of Understanding

Career Ladder Program

WSNA and the Medical Canter have a shared interest to strive to provide our nurses with opportunities for growth and advancement in their nursing careers. The Parties agree to meet and discuss the possible parameters of a Career Ladder Program. It is a shared interest that a Career Ladder Program could be designed to enhance the art and science of nursing practice and promote high quality care and to advance professional practice. The Medical Center will be responsible for setting an initial meeting.

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: ____________________________

Date: 05.11.14

WASHINGTON STATE NURSES ASSOCIATION

By: ____________________________

Date: 7-15-2014