

**AGREEMENT**

**BETWEEN**

**PEACEHEALTH SOUTHWEST MEDICAL CENTER**

**AND**

**WASHINGTON STATE NURSES ASSOCIATION**

**May 5, 2021 - February 28, 2024**

## TABLE OF CONTENTS

	<u>Page</u>
Preamble .....	1
Article 1 – Recognition .....	1
Article 2 – No Discrimination.....	1
2.1 Employment Discrimination.....	1
2.2 Labor Discrimination .....	1
2.3 Enforcement.....	2
Article 3 – Association Membership .....	2
3.1 Membership .....	2
Article 4 – Definitions .....	3
4.1 Full-time RN.....	3
4.2 Part-time RN .....	3
4.3 Per Diem RN.....	3
4.4 Relief RN .....	3
4.5 Relief Charge Nurse.....	4
4.6 Temporary Employee.....	4
4.7 Exempt RN.....	4
4.8 Non-exempt RN .....	4
4.9 Resource Team RN.....	4
Article 5 – Orientation .....	4
5.1 Orientation Program.....	4
5.2 Objectives .....	4
5.3 Additional Orientation .....	4
5.4 Assigned Additional Orientation .....	4
Article 6 – Floating.....	5
6.1 Assignment .....	5
6.2 Unit Assignment .....	5
6.3 Order of Assignment.....	6
6.4 Rotation.....	6
Article 7 – Introductory Period.....	7
7.1 New Hires and Rehires .....	7
Article 8 – Corrective Action and Termination .....	7
8.1 Resignation .....	7
8.2 Corrective Action.....	7
Article 9 – Employment Practices .....	8
9.1 Personnel Files .....	8
9.2 Change of Status .....	8
9.3 Payroll Records.....	8
9.4 Travel .....	8
9.5 Wearing Apparel.....	9
9.6 Parking .....	9

Article 10 – Seniority.....	9
10.1 – Definitions.....	9
10.1.1 Low census clinical groupings.....	9
10.1.2 Job classifications .....	10
10.1.3 RIF (reduction in force) groupings .....	10
10.1.4 Seniority .....	11
10.1.5 Unit .....	11
10.1.6 Restructure .....	11
10.2 Restructure Process.....	11
10.3 Reduction in Force (RIF).....	12
10.3.5 Notification Date.....	12
10.4 Recall .....	14
10.5 Low census time .....	14
10.6 Job vacancies .....	16
Article 11 – Hours of Work .....	17
11.1 Definitions.....	17
11.1.1 Workday.....	17
11.1.2 Work week .....	17
11.1.3 Pay period .....	17
11.1.4 Emergency .....	17
11.2 Work Schedules .....	17
11.3 Meal and Rest Periods .....	19
11.4 Overtime .....	20
11.5 Shift Rotation.....	21
11.6 Modification of Status Hours.....	21
11.7 Attendance at Meetings and Training.....	22
11.8 On-Call/Call-Back .....	22
11.9 Automated Time Entry System.....	24
Article 12 – Exempt RNs.....	24
12.1 Scope.....	24
12.2 Compensation .....	24
12.2.1.1 Hospice .....	24
12.2.1.2 Discontinuation.....	25
12.2.2 Premium Pay.....	25
12.3 Education .....	25
12.3.1 ARNPS Continuing Medical Education .....	25
12.3.2 Professional Society Dues .....	25
12.4 Additional ARNP Payments and Benefits .....	25
12.5 Effect on Agreement.....	25
Article 13 – Compensation .....	25
13.1 Effective Dates.....	25
13.2 Step Advancement .....	26
13.3 Bargaining Unit.....	26

13.4	LPNs .....	26
13.5	Merit Increases .....	26
13.6	Performance Appraisals .....	26
13.7	Promotion, Transfer, Stepdown, and Reclassification.....	27
	13.7.1 Promotion.....	27
	13.7.2 Transfer .....	27
	13.7.3 Stepdown.....	28
	13.7.4 Reclassification .....	28
Article 14	– Premium Pay .....	28
14.1	Charge Differential .....	28
14.2	Shift Differential .....	28
14.3	Preceptor .....	29
14.4	Weekends .....	29
14.5	Holidays .....	31
14.6	Per Diem RNs .....	31
14.7	Resource Team RNs .....	31
14.8	Certification .....	32
14.9	Advanced Degree Premium .....	32
Article 15	– Health and Welfare .....	32
15.1	Employee Health Tests .....	32
15.2	Insurance .....	32
15.3	Drug- and Alcohol-Free Workplace .....	32
15.4	Employee Assistance Program .....	33
15.5	Fitness .....	33
15.6	CARE Award Plan.....	33
Article 16	– Retirement.....	33
16.1	Retirement Plan.....	33
16.2	Defined Contribution Plan .....	33
Article 17	– Education .....	33
17.1	Tuition Reimbursement .....	33
17.2	Required Attendance.....	33
17.3	Education Leave.....	33
Article 18	– Paid Time Off .....	34
18.1	Paid Time Off .....	34
18.2	Accrual.....	34
	18.2.3 Eligibility .....	34
	18.2.3.1 Non-Exempt RNs.....	35
	18.2.3.2 Exempt RNs.....	35
18.3	Use of PTO Time .....	35
18.4	Cash Out of PTO.....	35
18.5	Termination/Transfer .....	36
18.6	Donation of PTO Time .....	36
Article 19	– Extended Illness Bank .....	36

19.1	Medical/Family Leave .....	36
19.2	Eligibility .....	36
19.3	Accrual .....	37
19.4	Use of EIB Time .....	37
19.5	Termination/Transfer .....	38
Article 20	– Leave of Absence.....	38
20.1	Statutory Leaves.....	38
20.2	Personal Leaves .....	38
20.3	Bereavement Leaves .....	38
20.4	Jury Duty.....	38
20.5	Witness.....	38
Article 21	– Committees and Staffing .....	38
21.1	Conference Committee .....	38
21.2	Nurse Staffing Committee .....	39
21.3	Staffing.....	40
	21.3.3 Nurse Staffing Concern.....	40
21.4	Safety Committee.....	41
Article 22	Grievance Procedure .....	41
22.1	Terms .....	41
22.2	Definitions.....	41
22.3	Informal Procedure .....	41
22.4	Formal Procedure.....	42
	22.4.1 Step One.....	42
	22.4.2 Step Two .....	42
	22.4.3 Step Three .....	42
	22.4.4 Step Four.....	42
	22.4.5 Optional Grievance Mediation.....	43
	22.4.6 Step Five .....	43
22.5	Arbitration.....	43
22.6	Time Limits.....	43
Article 23	– Association Rights .....	44
23.1	Access to Premises.....	44
23.2	Bulletin Boards .....	44
23.3	Contract Distribution .....	44
23.4	Rosters.....	45
Article 24	– Management Rights .....	45
24.1	Rights and Obligations.....	45
24.2	Policies and Procedures .....	45
Article 25	– No Strike/No Lockout.....	46
Article 26	– Savings Clause.....	46
26.1	Compliance .....	46
26.2	Applicable Law .....	46
Article 27	– Duration .....	46

27.1	Effective Date .....	46
27.2	Force and Effect.....	46
APPENDIX A– Step Placement (Wage Rates) .....		49
APPENDIX B–Specialty RN Training Programs And Training Agreement .....		53
APPENDIX C– Nurse Staffing Concern Form .....		57
MEMORANDUM OF UNDERSTANDING ONE – Severance Benefits .....		58
MEMORANDUM OF UNDERSTANDING – Sale/Merger/Transfer.....		59
MEMORANDUM OF UNDERSTANDING – (PNAP) .....		60
MEMORANDUM OF UNDERSTANDING – Short-Term Compensation .....		61
MEMORANDUM OF UNDERSTANDING – WPV .....		62
LETTER OF UNDERSTANDING – (CES) .....		63
LETTER OF UNDERSTANDING .....		64

# 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, hospice, wound care and pain clinic 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 33<sup>rd</sup> Street, Administration Building currently located at 602 N.E. 92<sup>nd</sup> Avenue, HomeCare/Hospice currently located at 5400 MacArthur Blvd, Pain and Cardiology Clinics currently located at 2312 NE 129<sup>th</sup> St 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.

## 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 Membership:**

**3.1.1** Nurses employed on the date of ratification (July 6, 2017) who are not members of the Association shall not be required to join the Association as a condition of employment.

**3.1.2** Nurses hired into a bargaining unit position after the ratification date (July 6, 2017) of this Agreement shall be required as a condition of continued employment to join the Association within 30 days of their hire date.

**3.1.3** All current nurses who are members of the Association or who voluntarily become members of the Association during their employment with the Medical Center shall remain members, as defined below, as a condition of employment.

**3.1.4** 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.

**3.1.5** 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.

**3.1.6** The Medical Center will provide 45 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.

**3.1.7** 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

**3.1.8** For RNs who are 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 its revocation to the Medical Center. The Medical Center will notify the Association in writing of the revocation.

**3.1.8.1** 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.

**3.1.9** 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 40 hours per week or 80 hours in a bi-weekly pay period (for 12-hour shift RNs, 36 hours per week or 72 hours in a bi-weekly pay period).

**4.2 Part-time RN:** An RN who is regularly scheduled to work less than 40 hours per week or 80 hours in a bi-weekly pay period (for 12-hour shift RNs, less than 36 hours per week or 72 hours in a bi-weekly 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 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** Per Diem 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 for subsequent failure to make themselves available.

**4.4 Relief RN:** 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.

**4.4.1** Relief RNs who are not scheduled to work at least 96 hours during each six month period beginning on January 1 and July 1 of each year in the unit where they hold their Relief status may be administratively terminated as a Relief RN.

**4.4.2** If a Per Diem or 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 competence.

**4.5 Relief Charge Nurse:** An RN from a unit and shift designated to perform unit functions normally performed by the unit's Team Leader, in the following circumstances:

**4.5.1** A relief charge nurse will be designated when the unit's 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 Leader is not present on the unit for less than the period specified in 4.5.1, at such times as the 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 and volunteered to float to that unit.

6.2.2.1 Floating Outside of Clinical Grouping. Nurses shall receive a premium of \$1.50 per hour for hours floated to a unit outside of their clinical grouping (as defined in 10.1.1) to provide care for a patient the RN would not care for in their clinical grouping. If RNs float to a different unit to perform a procedure or functional assignment, they will not receive the float differential. RNs on the resource team are not eligible to receive this float differential.

**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.

**6.2.3.2** RNs in the following units who would be low censused from their home unit (HomeCare, Hospice, Ray Hickey Hospice House, Behavioral Health or Memorial Urgent Care), Mother Baby Unit, Women's Services Float Pool, or NICU, and floated to a unit on Medical Center campus may choose to either utilize PTO, take LC without pay or accept a "functional assignment" as defined above.

**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 manager on call. 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 Introductory Period RNs will not be included in this rotation.

**6.3.7** The floating procedure within an individual group 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 120 days. 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 120 day period, for up to another 90 days. The written notice will include an explanation for the extension. (Example: An RN hired on April 1 will be in the introductory period until July 29 of the same year; and the RN's extended introductory period may be until October 27 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.

**8.1.3** If a non-introductory period employee has resigned and, within (12) twelve months of resignation, has been rehired, the employee's bargaining unit 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 step 1 written warning, step two written warning, step three 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 Step One written warning.** The Medical Center and Association agree that should the Association not grieve a Step One written warning, the Association reserves the right to challenge the basis for the Step One written warning if the Step One written warning is used as the basis for further corrective action, up to and including termination.

**8.2.1.2** 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. One WSNA representative who attends an investigatory meeting shall be compensated at their regular rate of pay, article 11.7 shall not apply to this provision. Additionally, this meeting time will not apply to the calculation of overtime. 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:** By prior arrangement with Human Resources, an RN may inspect his/her personnel records. Upon request of the RN, the Medical Center may, in its discretion, remove any written corrective action after 24 months if there has not been any further corrective action of the same nature during that 24-month period.

**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.

**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 workday (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<sup>nd</sup> floor Mother Joseph, 3 North Mother Joseph, PCU, 4<sup>th</sup> floor Mother Joseph, 3 West, Surgical 7, Surgical 8), Neurology Tower 6, Medical/ Surgical Resource Team, Observation Unit
2. ICU, CVICU, Critical Care Resource Team
3. Mother Baby Unit, NICU, Women's Services Float Pool
4. Emergency
5. Recovery Room
6. Surgical Pre-Op, Anesthesia Clinic, Short Stay
7. OR

8. Behavioral Health Services
9. Vascular Lab
10. Pain Clinic
11. Care Management, Access Center
12. Cath Lab, 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, Cardiology Clinic
20. Breast Care Center
21. Clinical Documentation Integrity
22. Urgent Care
23. Gastro Endo Lab

**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, RN Cardiology Coordinator, Clinical Documentation 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 and Psychiatric RN)
6. Clinic RN
7. RNFA

**10.1.3 RIF (reduction in force) groupings:**

1. ICU, CVICU, Emergency, Trauma Services and Critical Care Resource Team
2. OR
3. Mother Baby Unit, Women's Services Float Pool and NICU
4. Medical/Surgical units (including 2<sup>nd</sup> floor Mother Joseph, 3 North Mother Joseph, PCU, 4<sup>th</sup> floor Mother Joseph, Surgical 7, Surgical 8), Inpatient Rehab (3 West), Medical/Surgical Resource Team, Home Care, Hospice, Hospice House, Neurology Tower 6 and Memorial Urgent Care, Observation Unit



5. Radiation Oncology, Pain Clinic, Vascular Lab, Care Management, Heart and Vascular Program, Breast Care Center, Behavioral Health Services, Access Center, Clinical Documentation Integrity, Cardiology Clinic and Cardiac Rehab
6. CVO, Gastro Endo Lab, Short Stay, Surgical Pre-Op, Recovery Room, Cath Lab, Anesthesia Clinic, 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 were employed in a position that requires a registered nurse license 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 12 consecutive months;  
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 10.3.3.2 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 10.4.3, 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, 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 two (2) hours 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 list will be posted electronically daily, 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 other bargaining unit and non-bargaining unit applicants. Among qualified in-unit RNs who apply for an in-unit vacancy within the first 4 days of the posting, the position will be awarded in order of seniority.

**10.6.3** If not filled by an in-unit RN as described in 10.6.2 within the first 4 days, bargaining unit RNs who apply within the first 7 days of the posting will be considered and have priority over non-bargaining unit applicants. The position will be awarded in order of seniority except that the Medical Center reserves the right to award a position based on special skills, knowledge and abilities.

**10.6.3.1** RNs may transfer between units no more than two times in a rolling 12-month period.

**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 Step Two 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 Workday:** 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 6-week 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 in the format 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 12 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 PTO 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 the Saturday after Labor Day, 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. Once a request for PTO time has been granted the RN will not be allowed to withdraw such a request after the schedule is posted in which the PTO is to be taken, unless mutually agreed upon between the RN and the Medical Center.

**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** Delays in start times of a shift will not be by more than three hours. Management will first seek volunteers to come in early. If no nurse volunteers,



management will not have a nurse start earlier than one hour before the start of their shift. A nurse who is called in early will not be floated outside their clinical grouping. 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 4-hour period of the work shift. Missed rest breaks shall be treated as additional time worked for pay purposes under this Agreement.

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

**11.4.2 Short Rest:** 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

ten (10) 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, or worked as the result of a trade.

**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 2 shifts 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** The Medical Center will determine how the decrease in hours will be posted. Those hours will be posted in the unit for at least four days. 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 requested change must not cause an RN to drop below a .5 FTE status.

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

**11.6.1.5** Such a decrease may not be exercised more than once in any 6-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. A minimum of two (2) hours shall be paid for required in-person meetings, trainings, or lectures. 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 Mother Baby Unit, Cath Lab, 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 OR 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 who are age 64 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 \$4. 80 per hour while on-call.

**11.8.2.1** This on-call pay will instead be \$ 6.00 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 or the three-hour minimum, whichever is greater 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
11. Hospice ARNP

**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** 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 Continuing Medical Education:** 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 continuing medical education classes associated with their advanced licensure, and up to \$2,500 in reimbursement per fiscal year for reasonable business expenses related to AMA CME Category 1 credit activities offered by accredited CME bodies. CME benefit dollars may accrue up to a maximum of five thousand (\$5,000).

**12.3.2 Professional Society Dues:** Dues for memberships in professional societies will be reimbursed up to a maximum of six hundred (\$600) per ARNP per fiscal year.

**12.3.2.1** 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 12.3.3) 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 March 1, 2021, the steps will be increased by 3.0% and, effective with the first full pay period following January 1, 2022 the steps will be increased by 3.0% and, effective the first full pay period following January 1, 2023, the steps will be increased by 3.0% as set forth in Appendix B. The first full pay period following ratification a step 32 will be added to the pay grades.

**13.2** RNs will advance to the next step on the step system effective with the first full pay period beginning the RN's anniversary date, or if the RN's anniversary date has been adjusted, following the RN's adjusted anniversary 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 or relevant experience as determined by the Medical Center for the position to which the RN is being hired (i.e. HomeCare, Hospice, Clinic) 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 the step closest to 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.

**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 closest to 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:

<u>Additional Salary Grades</u>	<u>Percentage Increase</u>
1	5%
2	7.5%
3	10%
4	12.5%
5 and above	15%

**13.7.1.2** The RN's straight-time rate of pay after the increase under 13.8.1.1 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 \$ 3.00 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 \$ 6.00 per hour for hours worked on a standard night shift, as set forth below. Beginning the first full pay period following March 1, 2022 the night shift differential will increase to \$6.25 per hour for hours worked on a standard night shift.

**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:

<u>Standard Shift</u>	<u>Hours</u>
Day	7 a.m. to 3:30 p.m.
Evening	3p.m. to 11:30 p.m.

Night

11 p.m. to 7:30a.m.

**14.2.2.1** An RN shall receive an hourly shift differential for all hours worked during a standard shift as defined in 14.2.2. However, the last 30 minutes of shifts scheduled to end at 3:30 p.m., 11:30 p.m. or 7:30 a.m shall be paid the same shift differential, if any, that applied prior to 3:00 p.m., 11:00 p.m. or 7:00 a.m., respectively. An RN who is receiving night shift differential and works continuously into a day shift will continue to receive night shift differential for the overtime hours worked.

**14.2.3** Shift differentials are included in determining the rate of pay for RNs assigned to evening and/or night shift for paid leaves, holiday and paid time off. Shift differentials are not included in paid time off cash-out calculations.

### **14.3 Preceptor:**

**14.3.1** A non-exempt RN will be paid an additional \$2.00 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** Unless by mutual agreement an RN will not be scheduled for consecutive weekends, 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 two (2) consecutive weekends , the RN will be paid an hourly weekend bonus for the hours worked on the extra weekend.

**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** The next regularly scheduled weekend will not be eligible for the weekend bonus.; 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** 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

**14.4.4.1.1** 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 consecutive weekends, 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 8 or 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 6:00 pm on Friday evening continuing until 7:00 pm Sunday evening for 12-hour shifts. Weekend shifts will be deemed to begin Friday at 2:30 pm continuing until 11:30 pm Sunday for 8-hour shifts. RNs receiving this premium are not eligible to receive 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. RNs whose work unit closes to patient care and are not on-call on a recognized holiday will have the option to use PTO. Such time will be entered in accordance with the automated time entry procedure for this purpose.

**14.6 Per Diem RNs:** Per Diem RNs will be paid in accordance with their salary grade placement and receive a differential in lieu of benefits of 15% of their base rate of pay per hour. Relief RNs will be paid in accordance with their salary grade placement and receive an additional differential in lieu of benefits of 15% of their base rate of pay per hour.

**14.6.1** 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 will be paid an additional \$3.50 per hour premium.

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

**14.8 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, based upon management approved Nursing Specialty Certification List, will be eligible. The Medical Center will provide the Association an updated Certification List every six months. Certification premium will be effective at the beginning of the first full pay period after RN submits copy of valid certification to Human Resources.

**14.9 Advanced Nursing Degree Premium:** The Medical Center recognizes a value to patient care when RNs have advanced nursing degrees. RNs who have a BSN or other qualified advanced nursing degree as determine/d by the Medical Center will be compensated by an hourly premium of \$1.00 for all hours worked. MSN or other qualified master nursing degrees as determined by the Medical Center will be compensated by an hourly premium of \$1.50 for all hours worked. DNP or other qualified doctorate nursing degrees as determined by the Medical Center will be compensated by an hourly premium of \$2.00 for all hours worked. Advanced degree premium will be effective at the beginning of the first full pay period after RN submits copy of valid degree to Human Resources.

### **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.

**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:** RNs with status hours of 40 or more in a pay period (.5 FTE) shall be eligible to participate in the Medical Center's dental, vision, life, accidental death & dismemberment (AD&D), long term disability (LTD) insurance plans and healthcare and dependent care reimbursement accounts 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: Nurses with status hours of 40 or more in a pay period (.5FTE) may also participate in the short term disability plan as an employee paid benefit.

**15.2.1** 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 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.

**15.4 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.

**15.5 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.

**15.6 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 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** There will be no carryover of any year's unused paid education hours to the next fiscal year beginning July 1.

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

**17.3.3.1** 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.

**17.3.3.2** 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.

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

**17.3.3.4** 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.

**17.3.4** 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.

**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:**

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

**18.2.3.2 Exempt RNs:**

Length of Service In Years	Accrual Rate Per Hour	Approximate Hours Accrued Each Pay Period	Approximate Days Per Year	Maximum Accrual
0 – 4	.115400	9.2	30	420 hours
5 to 9	.134616	10.8	35	420 hours
10+	.142250	11.4	37	420 hours

**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. Except in the event of PTO cash-out, the inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the RN on the RN's assigned shift.

**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.

**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:** The parties established Nurse Staffing Committee (NSC) shall be responsible for those activities required of it under RCW 70.41 and successors thereto. The Association will determine how the Registered Nurse Members of the NSC will be selected, including three designated alternatives. The Medical Center will provide the Association with an updated NSC membership roster by January 1 annually and whenever changes to the membership occur. The CNO, or designee, will attend all meetings. The CEO will attend the meeting to hear concerns and recommendations at least quarterly. Attendance at NSC meetings by appointer committee members will be on paid time basis at the RN's regular rate of pay and RNs shall be relieved of all other work

duties during meetings. A WSNA staff representative may attend. NSC meetings will be held at least monthly. The Local WSNA Chairperson shall be provided with agendas and minutes at least ten days in advance of each meeting. The committee shall produce the annual nurse staffing plan. All changes to the staffing plan shall be considered and discussed by the NSC before they go into effect. Should the committee have any disagreements with the proposed staffing plan, the process as outlined in RCW 70.41 shall be followed. No RN shall be counseled, disciplined and/or discriminated against for making any report or complaint to the NSC.

### **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** The Medical Center's staffing plan and its implementation shall in no event violate the following commitments. Each unit in the Medical Center's facilities shall maintain staffing levels that provide for safe patient care and the health and safety of nurses. In order to provide safe patient care, the Medical Center shall:

**21.3.2.1** Provide staffing levels that enable RNs the opportunity to receive meal and rest breaks.

**21.3.2.2** Provide staffing levels that enable RNs to utilize their accrued paid time off pursuant to 11.2.4.

**21.3.2.3** Except in emergent circumstances, refrain from assigning RNs to provide care to more patients than anticipated by the agreed staffing matrix and relevant safety requirements.

**21.3.2.4** The parties agree that Charge RNs will not receive a patient care assignment, whenever possible.

**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 CNO.

**21.3.3.3** The CNO 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** 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.

**22.2.1.1 Association Grievance:** A grievance as defined in 22.2.1, relating to occurrences actually impacting at least five (5) RNs, may be initiated by the

Association. Processing of Association grievances will begin at Step 2 of the procedure by filing of a written grievance, signed by a representative of the Association, within 21 days from the date of the occurrence. such grievance shall describe the problem and the contract provision(s) thought to be violated.

**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 a copy will be emailed to 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 Operating Officer/Administrator ("COO") of the Medical Center for review of the grievance, within 14 days following the date of the response at Step Three.

**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 4 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 Step Three written warning or termination 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 a bulletin board no less than 24 x 36 inches in the lounges of each department covered by this Agreement. 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** Once monthly, 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 month.

**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, 2024. 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.

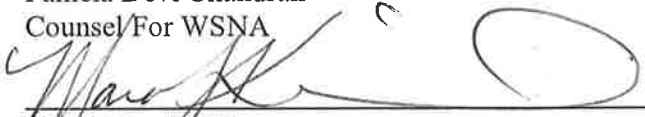
IN WITNESS WHEREOF the Medical Center and Association have executed this agreement as of the \_\_\_\_\_ day of May 2021.

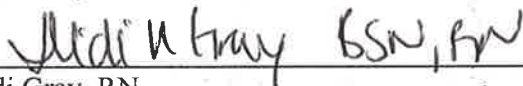
**PEACEHEALTH SOUTHWEST  
MEDICAL CENTER**


  
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Miriam Swartout  
Senior Director, Human Resources  
PeaceHealth Columbia Network

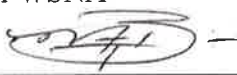
**WASHINGTON STATE NURSES  
ASSOCIATION**

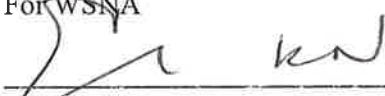
  
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Pamela Devi Chandran  
Counsel For WSNA


  
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Mara Kieval, RN, Nurse Representative  
For WSNA


  
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Didi Gray, RN  
Co-chair  
For WSNA

  
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Jonathan Chase, RN  
Co-chair  
For WSNA

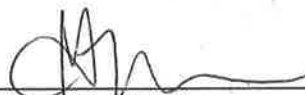
  
\_\_\_\_\_  
Mark Bolen, RN  
For WSNA

  
\_\_\_\_\_  
Erin Irwin, RN  
For WSNA

  
\_\_\_\_\_  
Deb Krenzler, RN  
For WSNA

  
\_\_\_\_\_  
Dawn Marick, RN  
For WSNA

  
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Erica Ostenson, RN  
For WSNA



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Gretchen Ruff, RN  
For WSNA



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Melissa Smithdeal, RN  
For WSNA



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Shanta Gervickas, RN  
For WSNA

**APPENDIX A**  
**STEP PLACEMENT**

Job Classification	Grade
Lead ARNP	27
ARNP	25
Stroke Program Coordinator Trauma Nurse Coordinator RN Wound & Ostomy	22
Team Leader RN Lactation Prog Coord RN Navigator	21
Surgical Nurse Specialist RN Cardiology Coordinator RN Case Mgmt Coordinator RN Case Manager RN Clinical Documentation Specialist RN Hospice Admit/Benefit Coord RN Hospice Coordinator RN Implant Coordinator RN Palliative Care Coordinator RN In Home Admit/Benefit Coord RN Transfer Coordinator RN Wound Care Coordinator	20
RN Cardiovascular RN Diagnostic Imaging ED Discharge Coordinator HomeCare RN Homecare RN Staff RN Consult/Liaison Psych RN Resource Team	19
RN Clinic RN Cardiac Device	17

\* All pay rates are effective with the first full pay period beginning after the date noted.

Effective with the first full pay period after March 1, 2021							
	GRADE 17	GRADE 19	GRADE 20	GRADE 21	GRADE 22	GRADE 25	GRADE 27
BASE	\$ 38.56	\$ 41.35	\$ 42.70	\$ 44.16	\$ 45.45	\$ 54.05	\$ 58.01
STEP 1	\$ 39.33	\$ 42.18	\$ 43.55	\$ 45.03	\$ 46.36	\$ 55.15	\$ 59.17
STEP 2	\$ 40.31	\$ 43.23	\$ 44.64	\$ 46.17	\$ 47.50	\$ 56.53	\$ 60.66
STEP 3	\$ 41.33	\$ 44.32	\$ 45.75	\$ 47.32	\$ 48.70	\$ 57.95	\$ 62.17
STEP 4	\$ 42.35	\$ 45.41	\$ 46.92	\$ 48.50	\$ 49.91	\$ 59.38	\$ 63.73
STEP 5	\$ 43.42	\$ 46.57	\$ 48.07	\$ 49.72	\$ 51.17	\$ 60.86	\$ 65.32
STEP 6	\$ 44.28	\$ 47.49	\$ 49.04	\$ 50.71	\$ 52.19	\$ 62.08	\$ 66.62
STEP 7	\$ 45.18	\$ 48.44	\$ 50.03	\$ 51.73	\$ 53.24	\$ 63.33	\$ 67.96
STEP 8	\$ 46.07	\$ 49.41	\$ 51.02	\$ 52.76	\$ 54.30	\$ 64.60	\$ 69.32
STEP 9	\$ 47.00	\$ 50.41	\$ 52.04	\$ 53.82	\$ 55.39	\$ 65.88	\$ 70.70
STEP 10	\$ 47.94	\$ 51.41	\$ 53.08	\$ 54.88	\$ 56.50	\$ 67.20	\$ 72.11
STEP 11	\$ 48.67	\$ 52.18	\$ 53.87	\$ 55.71	\$ 57.34	\$ 68.21	\$ 73.20
STEP 12	\$ 49.38	\$ 52.95	\$ 54.69	\$ 56.55	\$ 58.21	\$ 69.24	\$ 74.29
STEP 13	\$ 50.13	\$ 53.76	\$ 55.51	\$ 57.40	\$ 59.07	\$ 70.27	\$ 75.41
STEP 14	\$ 50.88	\$ 54.56	\$ 56.33	\$ 58.26	\$ 59.96	\$ 71.34	\$ 76.54
STEP 15	\$ 51.63	\$ 55.38	\$ 57.18	\$ 59.12	\$ 60.85	\$ 72.39	\$ 77.69
STEP 16	\$ 52.15	\$ 55.93	\$ 57.74	\$ 59.73	\$ 61.47	\$ 73.12	\$ 78.48
STEP 17	\$ 52.67	\$ 56.50	\$ 58.33	\$ 60.32	\$ 62.08	\$ 73.85	\$ 79.26
STEP 18	\$ 53.20	\$ 57.05	\$ 58.92	\$ 60.92	\$ 62.70	\$ 74.58	\$ 80.04
STEP 19	\$ 53.75	\$ 57.63	\$ 59.49	\$ 61.52	\$ 63.33	\$ 75.34	\$ 80.84
STEP 20	\$ 54.27	\$ 58.21	\$ 60.09	\$ 62.15	\$ 63.96	\$ 76.10	\$ 81.66
STEP 21	\$ 54.82	\$ 58.79	\$ 60.70	\$ 62.78	\$ 64.61	\$ 76.85	\$ 82.47
STEP 22	\$ 55.36	\$ 59.37	\$ 61.31	\$ 63.40	\$ 65.25	\$ 77.61	\$ 83.31
STEP 23	\$ 55.91	\$ 59.98	\$ 61.92	\$ 64.04	\$ 65.89	\$ 78.39	\$ 84.13
STEP 24	\$ 56.49	\$ 60.57	\$ 62.53	\$ 64.67	\$ 66.56	\$ 79.18	\$ 84.96
STEP 25	\$ 57.04	\$ 61.18	\$ 63.16	\$ 65.32	\$ 67.22	\$ 79.97	\$ 85.82
STEP 26	\$ 57.62	\$ 61.79	\$ 63.79	\$ 65.98	\$ 67.90	\$ 80.77	\$ 86.68
STEP 27	\$ 58.20	\$ 62.40	\$ 64.43	\$ 66.63	\$ 68.58	\$ 81.58	\$ 87.55
STEP 28	\$ 58.76	\$ 63.03	\$ 65.08	\$ 67.29	\$ 69.26	\$ 82.39	\$ 88.43
STEP 29	\$ 59.36	\$ 63.66	\$ 65.73	\$ 67.98	\$ 69.95	\$ 83.21	\$ 89.30
STEP 30	\$ 59.96	\$ 64.30	\$ 66.38	\$ 68.65	\$ 70.66	\$ 84.06	\$ 90.20

Effective with the first full pay period follow ratification of this agreement							
STEP 32	\$ 60.55	\$ 64.94	\$ 67.04	\$ 69.34	\$ 71.37	\$ 84.90	\$ 91.10



\* All pay rates are effective with the first full pay period beginning after the date noted.

Effective with the first full pay period after January 1, 2022							
	GRADE 17	GRADE 19	GRADE 20	GRADE 21	GRADE 22	GRADE 25	GRADE 27
BASE	\$ 39.72	\$ 42.59	\$ 43.98	\$ 45.48	\$ 46.81	\$ 55.67	\$ 59.75
STEP 1	\$ 40.51	\$ 43.45	\$ 44.86	\$ 46.38	\$ 47.75	\$ 56.80	\$ 60.95
STEP 2	\$ 41.52	\$ 44.53	\$ 45.98	\$ 47.56	\$ 48.93	\$ 58.23	\$ 62.48
STEP 3	\$ 42.57	\$ 45.65	\$ 47.12	\$ 48.74	\$ 50.16	\$ 59.69	\$ 64.04
STEP 4	\$ 43.62	\$ 46.77	\$ 48.33	\$ 49.96	\$ 51.41	\$ 61.16	\$ 65.64
STEP 5	\$ 44.72	\$ 47.97	\$ 49.51	\$ 51.21	\$ 52.71	\$ 62.69	\$ 67.28
STEP 6	\$ 45.61	\$ 48.91	\$ 50.51	\$ 52.23	\$ 53.76	\$ 63.94	\$ 68.62
STEP 7	\$ 46.54	\$ 49.89	\$ 51.53	\$ 53.28	\$ 54.84	\$ 65.23	\$ 70.00
STEP 8	\$ 47.45	\$ 50.89	\$ 52.55	\$ 54.34	\$ 55.93	\$ 66.54	\$ 71.40
STEP 9	\$ 48.41	\$ 51.92	\$ 53.60	\$ 55.43	\$ 57.05	\$ 67.86	\$ 72.82
STEP 10	\$ 49.38	\$ 52.95	\$ 54.67	\$ 56.53	\$ 58.20	\$ 69.22	\$ 74.27
STEP 11	\$ 50.13	\$ 53.75	\$ 55.49	\$ 57.38	\$ 59.06	\$ 70.26	\$ 75.40
STEP 12	\$ 50.86	\$ 54.54	\$ 56.33	\$ 58.25	\$ 59.96	\$ 71.32	\$ 76.52
STEP 13	\$ 51.63	\$ 55.37	\$ 57.18	\$ 59.12	\$ 60.84	\$ 72.38	\$ 77.67
STEP 14	\$ 52.41	\$ 56.20	\$ 58.02	\$ 60.01	\$ 61.76	\$ 73.48	\$ 78.84
STEP 15	\$ 53.18	\$ 57.04	\$ 58.90	\$ 60.89	\$ 62.68	\$ 74.56	\$ 80.02
STEP 16	\$ 53.71	\$ 57.61	\$ 59.47	\$ 61.52	\$ 63.31	\$ 75.31	\$ 80.83
STEP 17	\$ 54.25	\$ 58.20	\$ 60.08	\$ 62.13	\$ 63.94	\$ 76.07	\$ 81.64
STEP 18	\$ 54.80	\$ 58.76	\$ 60.69	\$ 62.75	\$ 64.58	\$ 76.82	\$ 82.44
STEP 19	\$ 55.36	\$ 59.36	\$ 61.27	\$ 63.37	\$ 65.23	\$ 77.60	\$ 83.27
STEP 20	\$ 55.90	\$ 59.96	\$ 61.89	\$ 64.01	\$ 65.88	\$ 78.38	\$ 84.11
STEP 21	\$ 56.46	\$ 60.55	\$ 62.52	\$ 64.66	\$ 66.55	\$ 79.16	\$ 84.94
STEP 22	\$ 57.02	\$ 61.15	\$ 63.15	\$ 65.30	\$ 67.21	\$ 79.94	\$ 85.81
STEP 23	\$ 57.59	\$ 61.78	\$ 63.78	\$ 65.96	\$ 67.87	\$ 80.74	\$ 86.65
STEP 24	\$ 58.18	\$ 62.39	\$ 64.41	\$ 66.61	\$ 68.56	\$ 81.56	\$ 87.51
STEP 25	\$ 58.75	\$ 63.02	\$ 65.05	\$ 67.28	\$ 69.24	\$ 82.37	\$ 88.39
STEP 26	\$ 59.35	\$ 63.64	\$ 65.70	\$ 67.96	\$ 69.94	\$ 83.19	\$ 89.28
STEP 27	\$ 59.95	\$ 64.27	\$ 66.36	\$ 68.63	\$ 70.64	\$ 84.03	\$ 90.18
STEP 28	\$ 60.52	\$ 64.92	\$ 67.03	\$ 69.31	\$ 71.34	\$ 84.86	\$ 91.08
STEP 29	\$ 61.14	\$ 65.57	\$ 67.70	\$ 70.02	\$ 72.05	\$ 85.71	\$ 91.98
STEP 30	\$ 61.76	\$ 66.23	\$ 68.37	\$ 70.71	\$ 72.78	\$ 86.58	\$ 92.91
STEP 32	\$ 62.37	\$ 66.89	\$ 69.05	\$ 71.42	\$ 73.51	\$ 87.45	\$ 93.83

\* All pay rates are effective with the first full pay period beginning after the date noted.

Effective with the first full pay period after January 1, 2023							
	GRADE 17	GRADE 19	GRADE 20	GRADE 21	GRADE 22	GRADE 25	GRADE 27
BASE	\$ 40.91	\$ 43.87	\$ 45.30	\$ 46.85	\$ 48.22	\$ 57.34	\$ 61.54
STEP 1	\$ 41.73	\$ 44.75	\$ 46.20	\$ 47.77	\$ 49.18	\$ 58.51	\$ 62.77
STEP 2	\$ 42.76	\$ 45.86	\$ 47.36	\$ 48.98	\$ 50.39	\$ 59.97	\$ 64.35
STEP 3	\$ 43.85	\$ 47.02	\$ 48.54	\$ 50.20	\$ 51.67	\$ 61.48	\$ 65.96
STEP 4	\$ 44.93	\$ 48.18	\$ 49.78	\$ 51.45	\$ 52.95	\$ 63.00	\$ 67.61
STEP 5	\$ 46.06	\$ 49.41	\$ 51.00	\$ 52.75	\$ 54.29	\$ 64.57	\$ 69.30
STEP 6	\$ 46.98	\$ 50.38	\$ 52.03	\$ 53.80	\$ 55.37	\$ 65.86	\$ 70.68
STEP 7	\$ 47.93	\$ 51.39	\$ 53.08	\$ 54.88	\$ 56.48	\$ 67.19	\$ 72.10
STEP 8	\$ 48.88	\$ 52.42	\$ 54.13	\$ 55.97	\$ 57.61	\$ 68.53	\$ 73.54
STEP 9	\$ 49.86	\$ 53.48	\$ 55.21	\$ 57.10	\$ 58.76	\$ 69.89	\$ 75.01
STEP 10	\$ 50.86	\$ 54.54	\$ 56.31	\$ 58.22	\$ 59.94	\$ 71.29	\$ 76.50
STEP 11	\$ 51.63	\$ 55.36	\$ 57.15	\$ 59.10	\$ 60.83	\$ 72.36	\$ 77.66
STEP 12	\$ 52.39	\$ 56.17	\$ 58.02	\$ 59.99	\$ 61.75	\$ 73.46	\$ 78.81
STEP 13	\$ 53.18	\$ 57.03	\$ 58.89	\$ 60.90	\$ 62.67	\$ 74.55	\$ 80.00
STEP 14	\$ 53.98	\$ 57.88	\$ 59.76	\$ 61.81	\$ 63.61	\$ 75.68	\$ 81.20
STEP 15	\$ 54.77	\$ 58.75	\$ 60.66	\$ 62.72	\$ 64.56	\$ 76.80	\$ 82.42
STEP 16	\$ 55.33	\$ 59.34	\$ 61.26	\$ 63.37	\$ 65.21	\$ 77.57	\$ 83.26
STEP 17	\$ 55.88	\$ 59.94	\$ 61.88	\$ 63.99	\$ 65.86	\$ 78.35	\$ 84.09
STEP 18	\$ 56.44	\$ 60.52	\$ 62.51	\$ 64.63	\$ 66.52	\$ 79.12	\$ 84.91
STEP 19	\$ 57.02	\$ 61.14	\$ 63.11	\$ 65.27	\$ 67.19	\$ 79.93	\$ 85.76
STEP 20	\$ 57.58	\$ 61.75	\$ 63.75	\$ 65.93	\$ 67.86	\$ 80.73	\$ 86.63
STEP 21	\$ 58.16	\$ 62.37	\$ 64.40	\$ 66.60	\$ 68.54	\$ 81.53	\$ 87.49
STEP 22	\$ 58.73	\$ 62.99	\$ 65.04	\$ 67.26	\$ 69.22	\$ 82.34	\$ 88.38
STEP 23	\$ 59.31	\$ 63.63	\$ 65.69	\$ 67.94	\$ 69.90	\$ 83.16	\$ 89.25
STEP 24	\$ 59.93	\$ 64.26	\$ 66.34	\$ 68.61	\$ 70.61	\$ 84.00	\$ 90.13
STEP 25	\$ 60.51	\$ 64.91	\$ 67.01	\$ 69.30	\$ 71.31	\$ 84.84	\$ 91.05
STEP 26	\$ 61.13	\$ 65.55	\$ 67.67	\$ 70.00	\$ 72.04	\$ 85.69	\$ 91.96
STEP 27	\$ 61.74	\$ 66.20	\$ 68.35	\$ 70.69	\$ 72.76	\$ 86.55	\$ 92.88
STEP 28	\$ 62.34	\$ 66.87	\$ 69.04	\$ 71.39	\$ 73.48	\$ 87.41	\$ 93.82
STEP 29	\$ 62.98	\$ 67.54	\$ 69.73	\$ 72.12	\$ 74.21	\$ 88.28	\$ 94.74
STEP 30	\$ 63.61	\$ 68.22	\$ 70.42	\$ 72.83	\$ 74.96	\$ 89.18	\$ 95.69
STEP 32	\$ 64.24	\$ 68.89	\$ 71.12	\$ 73.56	\$ 75.72	\$ 90.07	\$ 96.65

## APPENDIX B

### LETTER OF UNDERSTANDING RE SPECIALTY RN TRAINING PROGRAMS 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 Specialty RN Training Programs to train experienced RNs and new graduate RNs in specialty areas (OR, Mother Baby Unit, NICU, Critical Care and ED).

#### **A. Specialty RN Training Program**

1. PHSW will provide a training program for the benefit of selected nurses designed by the certifying body of the specific specialty. The formal training program will take approximately six months (ten months for OR plus an additional six months of expanded clinical experience on day shift under close supervision) 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 nursing experience or new RN grads will 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, Staff RNs, and other team members from the specific specialty area 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 specialty area for which they are hired 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 \$10,000 of education expenses. This amount will be prorated based on the worked hours (including PTO used) in the specialty area for which the RN was hired.

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 period of training, the RN will be expected to reimburse PHSW for \$10,000 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

WASHINGTON STATE NURSES  
ASSOCIATION

\_\_\_\_\_  
For PHSW

\_\_\_\_\_  
For WSNA

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SPECIALTY RN 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 Specialty 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 Specialty RN Training Program for the benefit of Beneficiary, which will include up to six months (ten months for OR) 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 \$10,000), 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 \_\_\_\_\_(fill in specialty department name) 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 Specialty Department named above until the hours requirement is fulfilled. If at any time during that combined period, Beneficiary withdraws from participation in the Training Program or the Specialty Department named above work (except for the reasons specified in 1 above), Beneficiary will reimburse PHSW for the full \$10,000 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 months of training, Beneficiary will be expected to reimburse PHSW for \$10,000 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 program and before completing 3,640 hours worked from that end date as a .6 or higher FTE RN in the PHSW Specialty Department named above, Beneficiary will be expected to reimburse PHSW for \$ 10,000 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 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: \_\_\_\_\_  
 Human Resources

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 BENEFICIARY:

\_\_\_\_\_ Date: \_\_\_\_\_

Name (Print) \_\_\_\_\_

## **APPENDIX C**

WSNA uses an Assignment Despite Objection/Staffing Complaint Form (ADO/SCF) that is revised from time to time. WSNA will provide, prior to its implementation, a copy of the ADO to the Chief Nursing Officer (CNO) and the Conference Committee.

**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 10.3. 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 10.3 of the Parties’ Agreement.

PEACEHEALTH SOUTHWEST  
MEDICAL CENTER

WASHINGTON STATE NURSES  
ASSOCIATION

\_\_\_\_\_  
For PHSW

\_\_\_\_\_  
For WSNA

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**MEMORANDUM of UNDERSTANDING**

*Sale, Merger or Transfer*

In the event the Medical Center merges, is sold, leased, or otherwise transferred to be operated by another person or firm, the Medical Center shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Medical Center shall comply with all laws and statutory requirements in effect at the time of the sale, merger or transfer. The Medical Center will also provide notice to the Association of any such sale, lease or transfer at least ninety (90) days prior to the closing date.

MEMORANDUM OF UNDERSTANDING  
Professional Nurse Advancement Program (PNAP)

PeaceHealth Southwest Medical Center and the Association are committed to the professional development, satisfaction, recruitment, and retention of nursing staff and agree that a Professional Nurse Advancement Program (PNAP) would provide an opportunity for staff nurses to grow and advance professionally. The Medical Center will provide the union 30 days' notice prior to requesting to begin discussions with the union regarding PNAP.

## MEMORANDUM OF UNDERSTANDING

### Short-Term Compensation

Where there is an shortage of nurses in a unit or units and the Employer wishes to address the situation by providing additional compensation, at its discretion, on a temporary basis, the Employer will notify the union seven (7) days prior to offering the short-term compensation to the nurses. The Association further agrees not to reject any reasonable proposals.

### **New Workplace Violence Committee**

The Medical Center is committed to providing a safe environment free of potential hazards to nurses encompassing a clear policy of zero tolerance for workplace violence (including verbal and nonverbal threats) by patients or visitors. Prominent signs shall be posted, in each unit the Medical Center stating this policy as determined by the subcommittee. Security personnel shall be provided to assure the safety of nurses, patients and visitors. The Medical Center shall cooperate with and comply with all lawful requests from law enforcement.

The Parties will form a subcommittee of its Safety Committee, entitled the Workplace Violence Prevention Committee comprised of equal numbers of employee and management representatives, including up to Six (6) Nurses selected by WSNA, as well as representatives of other employee groups and management, including but not limited to those responsible for education, risk, security and leadership. The six WSNA RNs shall work with their manager to arrange the time to attend and be paid at their regular rate of pay for all time in Committee meetings and other Committee activities. The Committee shall meet on a regularly scheduled basis and when requested by either party due to an incident of violence. The Committee shall evaluate all reported instances of violence. The Committee shall conduct an annual risk assessment of the Medical Center. The Committee will communicate with the Medical Center contractors and Medical Center employed security on at least a quarterly basis. The Committee will also assess current practices for the prevention of violent and disruptive behavior and make recommendations regarding best practices. The Committee will review violence prevention training that is provided to all personnel.

Nurses subject to workplace violence shall be provided paid time in compliance with the law.

The Medical Center is committed to providing a safe and secure workplace for all nurses, patients and visitors.

**LETTER OF UNDERSTANDING**  
*Compensation for Extra Shift (CES) Program*

The Medical Center and Association shall implement a pilot Compensation for Extra Shift (CES) program. The purpose of the program shall be to ensure an adequate number of qualified skilled RNs to provide safe patient care during known high census, acuity peaks, or higher than expected vacancies. The intent is to use PHSW own qualified RNs to augment staffing when possible, in lieu of using outside agency nurses.

A CES1 differential of \$20.00 per hour may be paid for a shift after the schedule has been posted, as designated by the Medical Center as a CES eligible shift, to any RN who is eligible for the differential.

A CES2 differential of \$27.00 per hour may be paid for a pre-planned shift, as designated by the Medical Center as CES2 eligible, to any RN who is eligible for the differential. This would be for shifts known more than 72-hours in advance of the shift start time.

**Eligibility:**

CES will be paid *only* during shifts that have been designated as CES eligible and after the schedule is posted.

Prior to qualifying for CES, RNs must work their FTE status in their home unit in the pay period for which they work a CES shift. Exceptions are that low census hours (both mandatory and voluntary) and pre-scheduled, approved PTO shall count towards work status hours for CES eligibility.

Per Diem/Relief RN must work two shifts at straight time/holiday pay in the previous pay period before they can be eligible for CES in that pay period.

Once a nurse is placed on the schedule with CES pay, the nurse has the same work obligations for that shift as for any other scheduled shift.

RNs shall be limited to working no more than 48 CES hours in a pay period.

For emergent CES shifts only, the RN must report within one hour of the request for CES and work the remainder of the shift.

E.g. page is sent out at 8:05am (to cover a 12-hour shift that normally started at 6:30am. The RN must report by 9:05am and work to 7pm)

For pre-planned CES2 shifts, CES2 pay will not be applicable for partial shifts.

For CES1 shifts, partial shifts of 6 or more hours may be eligible.

120 days following ratification, either side may request that the parties meet within 30 days of written notice to negotiate the provisions of this program, including structure, payment, and any other aspects of this program. For the first 120 days following ratification, the Hospital will keep data on how many CES1 and CES2 notices were posted for which shifts, and on what days those CES1 and CES2 notices were posted in advance of those shifts, and in which departments.

## **Letter of Understanding**

Effective the first full pay period following ratification each bargaining unit member will receive a one-time ratification lump sum in the amount of \$500. Provided further, the RN must have been employed on or prior to the date of ratification and be a current employee to qualify. The first full pay period following August 31, 2021 a one-time retention bonus of \$500 will be paid to bargaining unit members. Provided further, the RN must have been employed on the date of ratification and on August 31, 2021.