

2022-2025

COLLECTIVE BARGAINING AGREEMENT

By and Between

ST. CLARE HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

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By and Between

ST. CLARE HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

This Agreement is made and entered into by and between St. Clare Hospital (hereinafter referred to as the "Employer") and the Washington State Nurses Association (hereinafter referred to as the "Association"). The purpose of this Agreement is to facilitate the mutual goal of equitable employment conditions and an orderly system of employer-employee relations which will facilitate joint discussions and cooperative solutions to mutual problems between the Employer and the Association.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Association as the representative for all registered nurses employed in the Hospital as general duty nurses and charge nurses who have designated the Association for the purpose of discussions and agreement with respect to rates of pay, hours of work and other conditions of employment.

ARTICLE 2 - ASSOCIATION MEMBERSHIP; DUES DEDUCTION

2.1 Membership. All nurses employed prior to January 29, 2004, and covered by this Agreement, who are now members or voluntarily become members of the Association shall, as a condition of employment, remain members in good standing in the Association or pay the Association a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Association dues or a fair share/representation fee on a timely basis.

New Hires: It shall be a condition of employment that all nurses covered by this Agreement who are hired on or after January 29, 2004, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association or pay the Association a fair share/representation fee. Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association, unless the nurse fulfills the membership obligations set forth in this Agreement.

2.1.1 Religious Objection. Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment.

Such a nurse shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association. Any nurse exercising their right of religious objection must provide the Association timely receipts of payment to an appropriate non labor, nonreligious charity in accordance with WSNA's policies.

2.1.2 Hold Harmless. The Association will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Association who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction, including name and employee identification numbers will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction required by this Agreement made from the wages of such nurse.

ARTICLE 3 - REPRESENTATION

3.1 Access to Premises. Duly authorized representatives of the Association may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Association representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital.

3.2 Local Unit Representatives. The Association shall have the right to select local unit representatives from among nurses in the unit. The local unit representatives shall not be recognized by the Employer until the Association has given the Employer written notice of the selection and the representative's specific scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Association business shall be conducted only during nonworking times, and shall not interfere with the work of other employees.

3.3 Bulletin Board. The Employer will provide space on designated bulletin boards in each nursing unit lounge for the use of the local unit for the posting of official Association notices. All postings shall be initialed and dated by a local unit officer. The Association will provide a copy of the posted materials to Human Resources at or prior to the posting. The Association agrees to limit the posting of Association materials to the designated bulletin boards. The Employer will supply the Local Unit Chairperson with a key to any bulletin board that is locked.

3.4 Rosters. Upon the signing of this Agreement and monthly thereafter, the Hospital shall provide the Union with a roster containing the name, primary address, employee identification number, last four digits of the employee's social security number, unit, shift, FTE status, rate of pay, original date of hire and most recent date of hire into the bargaining unit for all employees covered under this agreement. Names of nurses terminated in the month will be included on this roster, and will remain on the roster for a rolling twelve (12) month period. This list will be submitted electronically in Excel format. The Association hereby indemnifies and agrees to hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer from the release of this information to the Association.

3.5 Contract. The Employer shall distribute a copy of this Agreement provided by the Association to each nurse presently employed and to all newly hired nurses, together with a covering letter, membership application and payroll deduction card from the Local Unit. The Association shall provide copies of the Agreement to the Employer for distribution.

3.6 Orientation. Registered nurse orientation shall be located at a CHI Franciscan facility in Tacoma or Lakewood. Employer will provide the local unit chairperson with a schedule of new RN hire orientation dates and any changes thereto. During hospital designated new hire orientation, the Hospital will inform newly hired nurses that WSNA representatives will be available to meet with them during the lunch hour in the designated room and are offering lunch. Orientation attendance shall be voluntary and on the orienting nurse's own time. A room will be scheduled in near proximity to the same room in which hospital designated general RN orientation takes place, which can include the FESC foyer based on WSNA preference should orientation occur at FESC.

ARTICLE 4 - DEFINITIONS

4.1 Resident Nurse. A resident nurse is a newly graduated registered nurse or a registered nurse who is hired or transfers to a department that requires specialized training and new skill development. A resident nurse may be offered a residency or will be assigned a preceptor when no formal residency program is available or offered. The residency program consists of classroom hours and a precepted orientation based on the resident's skill level and tailored to meet the resident's need. A nurse who participates in a formal residency shall be required to sign a residency agreement which is attached to this Agreement as Appendix A.

4.2 Staff Nurse. A nurse who is responsible for the direct and/or indirect nursing care of the patient.

4.3 Charge Nurses. An experienced registered nurse with demonstrated clinical and leadership skills who has been selected by the Employer to serve as a leader and resource person to the staff on specific units on the nurse's shift. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

4.4 Full-Time Nurse. A nurse who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required introductory period.

4.4.1 3/36 Schedule. A nurse regularly scheduled to work three (3) twelve (12) hour shifts within a week shall be regarded as a full-time nurse.

4.5 Part-time Nurse. A nurse who is regularly scheduled to work sixteen (16) or more hours per week or thirty-two (32) or more hours in a two (2) week period, but less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required introductory period.

4.6 Introductory Nurse. A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall be designated as a full-time or part-time nurse unless specifically advised by the Employer of an extended introductory period (not to exceed an additional ninety (90) days), the conditions of which shall be specified in writing. During the introductory period, a nurse may be terminated without notice and without recourse to the grievance procedure.

4.6.1 Residency Period. Newly hired nurses who enter into a formal residency program within three (3) months of the date of hire shall be subject to an introductory period which shall begin at the date of hire and extend for sixty (60) days beyond completion of the residency program. After that sixty (60) day period, the nurse shall be designated as a full-time or part-time nurse. A nurse subject to the introductory period set forth in this section shall not be subjected to the introductory period provided for in section 4.6.

4.7 Per Diem Nurse. A nurse hired to work during any period when additional work requires a temporarily augmented work force or in the event of an emergency or authorized leave of absence. Per diem nurses will be required to be available for at least one (1) weekend per month and at least four (4) shift assignments per month, and be available to work two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Day or New Year's Day. Per diem nurses shall receive a fifteen percent (15%) premium above the regular hourly rate of pay in lieu of all benefits except shift differential, pay at the rate set forth in Section 10.4 for work performed on contractually designated holidays, call back pay and standby pay. Per diem nurses shall not accrue seniority. Seniority shall not apply while on per diem status. A full-time or part-time nurse who changes to per diem status shall retain prior seniority and benefits upon return to regular status, provided, however, that a per diem nurse may not use previously accrued seniority to obtain a position sought by a regular full-time or part-time nurse. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Full-time or part-time nurses reclassified to per diem status shall retain their prior rate of pay plus a fifteen percent (15%) premium in lieu of benefits.

4.7.1 Temporary Nurse. A nurse filling a position that is associated with a specific need or situation strictly temporary in nature. The position shall be for no more than six (6) months in duration and for a designated FTE. The Hospital will post temporary positions. Prior to hiring a temporary nurse, the Hospital will give consideration to current part-time nurses who want the opportunity to increase their FTE on a temporary basis. A temporary nurse may not be scheduled to work hours in excess of the designated FTE unless the hours (excluding overtime hours) have been first offered to regular part-time or full-time nurses.

4.8 Preceptor. A preceptor is an experienced nurse who has worked independently for at least one (1) year in the applicable specialty area and is proficient in clinical teaching who is specifically responsible for planning, organizing and evaluating the new skill development of a nurse enrolled in a defined program, or a senior elective RN student approved by the employer, the parameters of which have been set forth in writing by the Employer in consultation with the Nurse Practice Committee. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses.

4.9 SWAT Nurses. SWAT nurses may be assigned to work throughout the Hospital during a shift or may be assigned to work on a particular unit for a shift. A SWAT nurse who has been assigned to work on a particular unit, and is considered core staff for that unit, will rotate low census with the nurses on that unit. A SWAT nurse who has been assigned to work on a particular unit, and is not considered core staff for that unit, will be low censused prior to assigning low census to nurses regularly assigned to that unit. The Hospital will maintain a list of nurses who are considered core staff for each unit. This list shall be updated on a monthly basis.

4.10 Compensable Hours. All compensable hours (excluding standby pay) not to exceed 2080 hours per year shall be counted in the calculation of seniority, sick leave accrual and annual leave accrual. Paid time off and low census time off shall be regarded as compensable hours for purposes of this definition.

4.11 Straight Time Rate of Pay. Straight time rate of pay shall be defined as the hourly rate of pay without the inclusion of any premium, overtime or differential.

4.12 Regular Rate of Pay. Regular rate of pay shall be defined as the straight time rate of pay (including wage premium in lieu of benefits, if applicable), plus certification pay, shift differential, BSN/MSN differential, and charge nurse pay when the nurse has a regular (designated) charge nurse assignment. Shift differential shall not be paid when a nurse is temporarily assigned to the day shift during the nurse's residency or orientation period.

4.13 Core Staff. A nurse will be considered core staff for a unit if the nurse can independently assume a full patient load on that unit. Each unit will keep a list of its core staff.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Association agree that employment shall be without regard to race, creed, color, religion, age, sex, marital status, veteran status, national origin, sexual orientation, gender identity, genetic information, and disability, the presence of a sensory, mental or physical disability or any other personal factors not pertinent to performance. No nurse shall be discharged or discriminated against for any lawful Association activity, including serving on an Association committee or as a local unit chairperson outside of scheduled working hours.

5.2 Notice of Resignation. Nurses who have completed the required probationary period shall be required to give at least twenty-one (21) days' written notice of resignation, not to include any annual leave time off. This notice requirement shall not include any annual leave without prior approval or unverified sick leave. Failure to give notice shall result in loss of annual leave benefits and applicable sick leave benefits. This provision may be waived for bona fide reasons which would make such notice impossible.

5.3 Discipline and Discharge. No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline will not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of an Association representative at scheduled disciplinary meetings as provided for and limited by law. For per diem nurses, the Hospital will, upon request, provide a written statement of reasons for the discharge of a per diem nurse. Any discharge that violates the specific provisions of Article 5.1 Equal Opportunity shall be subject to the grievance and arbitration procedure.

5.4 Personnel File. After completion of the introductory period, nurses shall have access to their personnel file. Nurses shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file and to request removal of warning notices after one (1) year, if no further written disciplinary action for any reason has occurred during this one (1) year period. Removal shall be at the sole discretion of the Hospital.

5.5 Personnel Action Request. Written personnel action requests shall be used for non-electronic actions requiring supervisory approval such as pay corrections, etc. The nurse shall be given a copy of this form. Electronic personnel action requests may be used in other instances provided the Employer maintains a retention system for all such electronic personnel action requests so that nurses may access their electronic personnel action requests and provided that nurses are able to obtain copies of their electronic personnel action requests. The nurses will receive a copy of the PAR notated with approval or denial and the date the correction will appear in the nurse's pay.

5.6 Floating. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with supervision. Nurses required to float within the Hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. Floating shall be assigned on an equitable basis taking into consideration patient care needs, continuity of care and the skill and competence of the individual nurse. Nurses shall not be floated to units to which they have not been oriented except in emergency or unpredicted situations. Traveler nurses on a unit shall be required to float before full-time, part-time and per-diem nurses are required to float, providing skill and ability are not overriding factors. Nurses who sign up above core unit staffing will be subject to floating by rotation as described above.

5.7 Evaluations. The Employer shall maintain an evaluation system. Written evaluations will be given to nurses upon completion of the introductory period and annually thereafter. Interim evaluations may be conducted as needed. Nurses shall be required to sign the written evaluation for the purpose of acknowledging receipt thereof. Nurses will be given a copy of the evaluation. Nurses will be given the opportunity to provide a written response to any written evaluation. The evaluation and the nurse's response shall be included in the nurse's personnel file.

5.8 Job Openings. Notice of nurse vacancies to be filled shall be posted electronically on the VMFH web site at least seven (7) days in advance of filling a position in order to afford presently employed nurses the first opportunity to apply. Job descriptions will be made available. Announcements for residency programs shall be posted on the same bulletin board for at least thirty (30) days. When a job opening occurs within the bargaining unit, seniority shall be the prevailing factor in filling such vacancy providing skill, competency, ability, experience, and prior job performance are not considered to be overriding factors in the opinion of the Employer. To be considered for such job openings, nurses must submit and complete an application for transfer through the VMFH website. A nurse who submits a completed application will receive email confirmation of receipt the same day. If the transfer cannot occur immediately due to patient care considerations, the Employer will make a good faith effort to transfer the nurse to the new position within six (6) weeks. When a position is filled, the status of the employee's application will be e-mailed to the employee within two days. Upon request, the unsuccessful applicant may contact the HR Department to obtain the identity of the nurse awarded the position.

5.9 Work Loads. The Hospital recognizes the nurses' concerns regarding workload. Workload complaints will be directed to the unit manager or director. If the complaint is not resolved within ten (10) days, it may be referred to the President (or designee). A written response by the President (or designee) will be forthcoming to the initiator.

5.10 Residency Period. Newly hired nurses who enter into a formal residency program within three (3) months of the date of hire shall be subject to an introductory period which shall begin at the date of hire and extend for sixty (60) days beyond completion of the residency program. A nurse will have completed the residency program when the nurse is working independently and has successfully passed a timely residency program examination, if implemented. After the extended sixty (60) day introductory period, the nurse shall be designated as a full-time or part-time nurse. A nurse subject to the introductory period set forth in this Section 5.10 shall not be subject to the introductory period provided for in Section 4.6.

5.10.1 Residency Loan Repayment. If the residency applicants decline during the life of this contract the employer has the right to revert back to \$2000/\$4000 payback amounts identified in Appendix A.

5.11 Staffing. The Hospital is responsible for the development and implementation of all staffing plans for nursing. The general staffing plan is reviewed and modified as necessary, at least annually in accordance with the Hospital process. The content of all staffing plans is not subject to the grievance procedure.

The Hospital will endeavor to staff in such a way to promote patient and nurse safety, which includes staffing at levels that allow for adequate rest and meal breaks and the ability to take scheduled annual leave. Each unit/work area of the Hospital will seek staff nurse input into the development and modification of their staffing plans. Such plans on each unit consider items including: Patient acuity, patient activity (admissions, discharges and transfers), total patient days, daily census patterns/unit census volume, and optimal number of support personnel. Day to day adjustments to the staffing plans are made based on the professional judgment of appropriate nursing personnel including the charge nurse and take into consideration the items listed above as they relate to current patient care needs.

All changes to the staffing plan in any unit shall be considered and voted upon by the NSC before they are submitted to the Hospital President and implemented in accordance with RCW 70.41.420(6). If this staffing plan is not adopted by the hospital, the COO shall provide a written explanation of the reasons why the plan was not adopted to the committee.

The COO must then either: (a) Identify those elements of the proposed plan being changed prior to adoption of the plan by the hospital or (b) prepare an alternate annual staffing plan that must be adopted by the hospital. The Hospital will make the staffing plan available on each patient care unit in the facility.

5.11.1 Staffing Concerns. Staffing takes into consideration the magnitude and variety of the activities needed on any particular shift. Nurses, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the Charge Nurse, supervisor or Nurse Manager as soon as the problem is identified. Nurses believing there is a continuous workload or staffing problem, which may include the ability to receive rest periods and lunch breaks, or the ability to take accrued paid time off, should attempt to resolve the problem with the clinical manager. Continuous or potential workload or staffing problems discussed with the clinical manager that have not been resolved should be addressed to the director of the clinical division and may be presented at a Staffing Committee for review. Such complaints may be raised by filling out a staffing complaint form (such as an ADO or similar form) as determined by the Staffing Committee. Nurses who report staffing concerns, including missed meals or rest breaks, shall be free from retaliation or intimidation for making such reports.

When a clinical manager or other supervisor discusses a staffing complaint form (such as an ADO or similar form) with the nurse who made the report, the nurse may arrange to bring another nurse from their department with them to this discussion, which will be held during both nurses' working time. The clinical manager's response to the staffing complaint form will be provided to the Staffing Committee. Neither the complaint form nor any response from the manager/supervisor will be placed in the nurse's personnel file.

ARTICLE 6 - SENIORITY

6.1 Definition. Seniority shall mean a full-time or part-time nurse's continuous length of service as a registered nurse based on compensable hours (see Section 4.10) with St. Clare Hospital from most recent date of hire in the bargaining unit. Seniority shall not apply to a nurse until completion of the required introductory period. Upon satisfactory completion of this introductory period, the nurse shall be credited with seniority from most recent date of hire.

Length of service as an employee of Franciscan Health System shall be used to determine annual leave and benefit accruals. Time spent by a nurse outside the bargaining unit shall not count for seniority purposes. Nurses who accept a non-bargaining unit position and subsequently return to a bargaining unit position without a break in employment shall have prior bargaining unit seniority restored. If a nurse terminates but is reemployed within one (1) year, the Employer will credit the nurse with prior bargaining unit seniority.

6.1.1 Seniority for layoff purposes shall be calculated as of the end of the first full pay period ending immediately prior to the date upon which Notice of Layoff is sent to the Association.

6.2 Layoff/Reallocation Procedure. The following procedure will be utilized when there is a layoff or when there is an involuntary reallocation of staff resulting from the merger of two (2) or more units, when the FTE complement on the unit (and/or shift) is changed or reduced, when the ratio of RNs to other assistive or technical personnel on the unit is restructured, or there is a unit closure. If a unit closure occurs, nurses will select positions from the low seniority roster (6.2.2). In the event the Employer determines that a layoff or reallocation of FTEs on a unit is necessary, the following procedure will be followed:

6.2.1 The Employer shall determine the total number of positions subject to layoff within the bargaining unit. At this time, the Employer shall also determine any specific skill or qualification requirements needed on each shift.

6.2.2 A "Low Seniority Roster" will be developed by the Employer from the bargaining unit seniority roster. The Low Seniority Roster shall be made up of the positions held by the least senior nurses in the Hospital whose positions are equivalent to the number of nurses whose positions have been eliminated. In addition, the "Low Seniority Roster" shall include any open posted positions and the positions held by any introductory nurses (4.6)

6.2.3 The Employer will notify the Association and the affected nurses of the layoff/reallocation at least thirty (30) days prior to notification to the bargaining unit. At the time of notification, the Employer shall provide the Association and the Local Unit Chair with a seniority roster for each unit affected showing each nurse's bargaining unit seniority, a current bargaining unit seniority roster, and the Low Seniority Roster. Upon request, the parties will meet for the purpose of discussing the order of the layoff.

6.2.4 At any point during this process, a nurse may choose to be laid off without affecting the nurse's recall rights or unemployment.

6.2.5 The Employer shall determine the number of full-time and part-time FTEs for each shift on the restructured unit(s). At this time, the Employer shall also determine and designate any specific skill or qualification requirements needed on each shift. The Employer will then post the new positions on the unit for a period of seven (7) days. During the posting period, the Employer will seek volunteers for layoff. At the end of the seven (7) day period, nurses on the unit will inform the Employer in writing of their top seven (7) choices of positions.

The nurses will be assigned positions on the basis of seniority assuming skill, competence, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer. Per diem nurses are not eligible to bid for positions. Nurses may bid for a position with the same or lesser FTE, or with an FTE which does not exceed the nurse's prior FTE by more than .2 FTE. Any nurse not assigned a position at the completion of the bidding process shall be considered displaced.

6.2.6 Displaced nurses from the various units affected shall, by seniority, select from the Low Seniority Roster or, in the alternative, may select voluntary layoff or may elect to terminate with severance pay. Providing skill, competence, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer, seniority shall be the determining factor in selection from the Low Seniority Roster. A nurse will be considered eligible to select a position if, in the Employer's opinion, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels with up to eighty (80) hours of orientation to the position. If a nurse has not achieved a satisfactory level of performance in the opinion of the Employer after completing the eighty (80) hour orientation period to the new position, the nurse will be subject to immediate layoff and placement on the recall roster.

6.2.7 The Employer will provide those nurses who are subject to layoff with twenty-one (21) days' advance notice or pay in lieu thereof (based upon scheduled hours).

6.2.8 Nurses on layoff will be allowed to transfer to per diem status without loss of recall rights providing they meet the availability requirements required of per diem nurses (4.7). Nurses on layoff working as per diem nurses will not accrue benefits other than holiday premium pay for work on the holiday, weekend premium, standby, callback and shift differential, but will receive the per diem pay premium (8.6). Nurses subject to layoff will be given the first opportunity to sign up for pre-scheduled (per diem) shifts in accordance with procedures communicated to the nurse at the time of layoff.

6.3 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, Section 5.8 - Job Openings, will apply in its entirety with nurses on the reinstatement roster automatically considered as applicants for the positions. Providing skill, competence, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer, nurses on layoff shall be entitled to reinstatement prior to any nurses being newly hired. Upon reinstatement, nurses shall have all previously accrued benefits and seniority restored. Any recall of nurses out of seniority will be communicated to the Local Unit Chairperson. A nurse may reject a position which is not comparable to the position held by the nurse prior to layoff (same unit, FTE and shift) without loss of recall rights under this Agreement.

6.3.1 Notification of Recall. If a nurse does not respond to a recall notice sent by certified mail within seven (7) calendar days, the nurse will be removed from the recall roster and the personnel records shall be adjusted to reflect the nurse's termination. The nurse shall notify the Employer by certified mail of any change in the nurse's current mailing address. If the nurse fails to provide this notification, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

6.3.2 A recalled nurse will be allowed up to two (2) weeks to report to work after receipt of written notice of recall.

6.4 Severance Pay. The Employer will provide severance pay pursuant to Hospital policy. The Employer will notify the Association at least ninety (90) days in advance of any modification or termination of the severance pay policy.

6.5 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, accepting permanent employment with another hospital, refusal to accept a comparable job opening offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

6.6 Low Census. Low census shall be defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Employer would intend to reduce its staff in the following order:

- a. Agency/Traveler nurses - Contractually allowable cuts to Travelers/Agency (currently four (4))
- b. Nurses working overtime (excluding nurses receiving rest between shift premium)
- c. Volunteers
- d. Per diem nurses
- e. Nurses above scheduled FTE
- f. Full-time, part-time and temporary nurses.

The Employer will make a good faith effort to equitably rotate low census among all available nurses by unit by shift providing skill, competence and ability are adequate to meet patient care needs, with the exception of Surgical Services which will rotate by unit but not by shift. A current rotation list shall be maintained in the staffing office for those units covered by the staffing office and in the department for all other units. Low census rosters will be available to nurses upon request. In an effort to maintain an equitable rotation of low census, nurses subject to low census will be given the opportunity to float to other units where the need exists, and where the nurse is qualified to perform the required work in the opinion of the Employer, or of performing quality assurance activities and/or pre-approved special projects if the Employer believes that the need exists. All low census time taken off (including voluntary low census) shall be counted for purposes of the rotation list. Partial days of low census will be accrued for the purpose of determining the total amount of low census time off assigned. Low census days shall not alter a nurse's anniversary date or benefit accrual rate. The above order of low census shall be subject to the Employer's judgment that the nurses remaining on the unit possess the skills, ability and experience to perform the required work and patient safety is not a factor.

6.6.1 Partial Shift Cuts. A nurse working any shift who is scheduled for low census at the start of the shift, shall either be cut or placed on standby for the entire shift unless the affected nurse and the supervisor mutually agree otherwise.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

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

7.1.1 Work Day for 10-hour and 12-hour shifts. The normal work day shall consist of ten (10) hours work to be completed within ten and one-half (10 1/2) consecutive hours; or twelve (12) hours work to be completed within twelve and one-half (12 1/2) consecutive hours.

7.1.2 A majority vote of the unit would be required prior to implementing ten (10) or twelve (12) hour shift schedules for the unit on an involuntary basis.

7.1.3 Start times shall be determined by the employer.

7.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period, as determined by the Employer.

7.3 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) the regular rate of pay on the following basis:

Eight (8) Hour Shifts

- a. For the first four (4) hours in excess of eight (8) hours worked in one day.
- b. For all hours worked in excess of eighty (80) hours in one pay period.
- c. Overtime at the rate of double time (2x) will be paid for all hours worked in excess of twelve (12) consecutive hours in any twenty-four (24) hour period. The twenty-four (24) hour clock will begin to run when the nurse reports for the nurse's shift or if the nurse is not working a regular shift that day, when the nurse reports for work after being called in. This consecutive hours rule shall not apply to the OR and PACU or any other unit where mandatory call is instituted.

Ten (10) Hour Shifts

- a. For the first two (2) hours beyond the end of the (10) hour shift.
- b. For any hours worked beyond forty (40) hours in the seven day work period.
- c. If a nurse works more than two (2) hours beyond the end of a scheduled shift, all overtime hours after twelve (12) hours of work for that shift shall be paid at double time (2x).
- d. 7/70 Work Schedule. Nurses working a 7/70 work schedule shall be paid time and one half (1 1/2) for all hours worked in excess of eighty (80) hours during the overlapping two (2) week 7/70 work schedule.

Twelve (12) Hour Shifts

- a. For the first two hours beyond the end of the twelve (12) hour shift.
- b. For any hours worked beyond forty (40) hours in the seven day work period.
- c. If a nurse works more than two (2) hours beyond the end of a scheduled shift, hours after twelve (12) hours of work for that shift shall be paid at double time (2x).
- d. For any hours worked beyond forty (40) hours in the work period.

The overtime commitments set forth above do not apply to innovative schedules. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Overtime shall be considered in effect if fifteen (15) minutes or more are worked prior to or beyond a scheduled shift, and will be paid to the nearest fifteen (15) minutes. Overtime will be authorized in advance if possible. The Employer and the Association concur that overtime should be discouraged. The Employer will not require its nurses to work beyond their scheduled shifts or work periods if doing so would violate RCW 49.28.130-150. Subject to the Nurse Practice Act, no nurse will be expected to work beyond the end of the nurse's scheduled shift to the extent that the nurse is not able to function with reasonable skill and safety with respect to the care of the Employer's patients. If the nurse can no longer function with reasonable skill and safety, the nurse should immediately discuss the matter with his/her immediate supervisor. The supervisor shall take all practical measures to transition the nurse's duties as soon as possible. There shall be no pyramiding or duplication of overtime pay and/or other premium pay. There shall be no pyramiding or duplication of overtime pay and/or premium pay except as per Section 10.4.

7.4 Meal/Rest Periods. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty or are called back to the unit during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time.

7.5 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Association will review and determine conditions of employment relating to that work schedule. An established innovative work schedule may be discontinued by either party giving the other party at least forty-five (45) days' advance written notice of discontinuance.

7.6 Weekends. The Employer shall schedule all full-time and part-time nurses to provide at least every other weekend off. In the event a nurse works two weekends in a row, the second weekend shall be paid at the overtime rate. The third and regularly scheduled weekend shall be at the nurse's regular rate of pay. All time worked on the nurse's customary weekend off shall be at the overtime rate, unless the nurse requests such work. In the event a nurse is scheduled off two weekends in a row, the third weekend shall be compensated at the nurse's regular rate of pay. This section shall not apply to per diem nurses. The weekend shall be defined as that period of time from 7:00 a.m. Saturday to 7:00 a.m. Monday for employee's working day or evening shift, and from 11:00 p.m. Friday to 11:00 p.m. Sunday for employees working night shift. A nurse may request a change in the weekend work schedule if the change is submitted at least five (5) days prior to the new schedule posting. Requested changes or requests for extra weekend work shall not result in the payment of contract overtime pay or premium pay paid at time and one-half (including time and one-half [1 1/2] weekend premium pay). This section shall not apply to nurses who initiate a request to work more frequent weekend duty or to work every weekend, or to nurses filling positions in more than one department.

This section shall not apply to time spent on weekends for voluntary educational purposes. If attendance at an educational meeting on a weekend is required and there are no other options, with prior approval, this section shall apply.

7.7 Rest Between Shifts. In scheduling work assignments, the Employer will provide each nurse with at least eleven (11) hours off duty between regularly scheduled shifts unless otherwise requested by the nurse, or pay the nurse one and one-half (1 1/2) times the nurse's regular rate until the nurse receives eleven (11) hours off duty between regularly scheduled shifts. Nurses who qualify for this premium may, at their discretion, choose to take unpaid time off at the beginning of their next regularly scheduled shift. The amount of unpaid time off that may be taken will be from the beginning of the regular shift until such time as the nurse has had eleven (11) hours off duty. The nurse must inform the Employer at least eight (8) hours prior to the nurse's next regularly scheduled shift that the nurse will be taking unpaid time off. This section shall not apply to continuing education, committee meetings, staff meetings or to time spent on standby and callback assignments performed pursuant to Article 9. If attendance at a staff meeting or educational meeting is required and there are no other options, with prior approval, the staff meeting or educational meeting will be considered time worked for purposes of this section.

7.7.1 12-hour Shifts. For twelve (12) hour shifts, the rest between shifts will be ten (10) hours; otherwise the commitments in 7.7 shall apply.

7.8 Shift Rotation. There shall be no rotation of shifts without the consent of the individual nurse involved. The Employer shall not post vacant regular full-time or part-time positions with rotating shifts.

7.9 Scheduled Days Off. Each nurse shall be scheduled for two (2) full days off within a seven (7) day period or four (4) full days off in a fourteen (14) day period. Nurses shall not be expected to be on standby or to be called back on these days off except by mutual consent.

7.10 Work on Scheduled Day Off. Full-time nurses who work on a scheduled day off shall be paid at the rate of one and one-half (1 1/2) times their regular rates of pay for all such time worked unless a higher rate of pay otherwise applies. A nurse who works on a scheduled day off per this provision, shall not be expected to be on standby or to be called back on their days off except in an emergency or by mutual agreement.

7.11 Posting. The Employer will post work schedules, which shall cover a period of four (4) weeks, fourteen (14) days prior to the beginning of the scheduled work period. Except for emergency situations which may result in unsafe patient care and low census conditions, established schedules may only be amended by mutual consent. Nurses will be notified of schedule changes by the Employer. After the schedule has been posted, if an employee requests a change to that schedule, the employee must find their own replacement who must be acceptable to the manager. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer. Additional open shifts available after the schedule is posted shall be awarded first to the nurses assigned to the unit with the open shifts. The manager has the discretion to award the open shift to a nurse who can work the open shift at straight time.

ARTICLE 8 - COMPENSATION

8.1 Hourly Wage Rates. Nurses shall be paid in accordance with the following hourly wage schedule:

	Ratification	February 1, 2023	February 1, 2024
Base	\$36.87	\$38.34	\$39.87
Step 1	\$38.45	\$39.99	\$41.59
Step 2	\$39.95	\$41.55	\$43.21
Step 3	\$41.51	\$43.17	\$44.90
Step 4	\$43.09	\$44.81	\$46.60
Step 5	\$44.54	\$46.32	\$48.17
Step 6	\$46.13	\$47.98	\$49.90
Step 7	\$47.66	\$49.57	\$51.55
Step 8	\$49.26	\$51.23	\$53.28
Step 9	\$50.79	\$52.82	\$54.93
Step 10	\$52.82	\$54.93	\$57.13
Step 11	\$53.60	\$55.74	\$57.97
Step 12	\$54.60	\$56.78	\$59.05
Step 13	\$55.42	\$57.64	\$59.95
Step 14	\$55.96	\$58.20	\$60.53
Step 15	\$56.81	\$59.08	\$61.44
Step 16	\$57.65	\$59.96	\$62.36
Step 17	\$57.65	\$60.64	\$63.07
Step 18	\$58.96	\$61.32	\$63.77
Step 19	\$60.28	\$62.69	\$65.20
Step 20	\$61.64	\$64.11	\$66.67
Step 21	\$61.64	\$64.84	\$67.43
Step 22	\$63.04	\$65.56	\$68.18
Step 23	\$63.04	\$65.89	\$68.53
Step 24	\$63.67	\$66.22	\$68.87
Step 25	\$64.46	\$67.04	\$69.72
Step 26	\$65.42	\$68.04	\$70.76
Step 27	\$65.42	\$68.04	\$70.76
Step 28	\$66.22	\$68.87	\$71.62
Step 29	\$66.87	\$69.54	\$72.32
Step 30	\$67.69	\$70.40	\$73.22

8.2 Effective Dates. Wage increases, longevity steps and any other premiums/differentials set forth herein shall become effective at the beginning of the first full payroll period on or after the dates designated.

8.3 Recognition for Past Experience - New Hires. Full-time and part-time nurses hired during the term of this Agreement shall be compensated in accordance with the following plan:

- a. For a nurse with less than one full year of prior recent continuous experience as a registered nurse, the nurse shall be employed at the base rate.
- b. For a nurse with at least one full year of prior, recent, continuous experience as a registered nurse, the nurse shall be employed at not less than the longevity step that matches the nurse's number of full years of prior recent continuous experience as a registered nurse, up to a maximum of the twelfth (12th) longevity step.
- c. A nurse with at least thirteen (13) full years of prior recent continuous experience as a registered nurse shall be placed at not less than the twelfth (12th) longevity step.
- d. For a nurse with at least sixteen (16) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the fourteenth (14th) longevity step.
- e. For a nurse with at least twenty (20) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the sixteenth (16th) longevity step.
- f. For a nurse with at least twenty-four (24) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the eighteenth (18th) longevity step.

For purposes of this section, continuous recent experience shall be defined as clinical nursing experience in an accredited hospital without a break in registered nursing experience which would reduce the level of nursing skills as determined by the Employer. Nurses hired with continuous recent experience as a Licensed Practical Nurse (LPN) at an acute care facility shall have such experience credited at a rate of one (1) year for each two (2) years of LPN experience for purposes of the wage schedule. Each RN who started at the Hospital with LPN experience within the last five (5) years will have until May 1, 2022 to bring forward employment history, and review and object, if appropriate, to the credited amount of experience.

8.4 Premium in Lieu of Benefits. Benefit eligible (.4+FTE) nurses may elect to receive a premium of fifteen percent (15%) added to the nurse's base rate according to the longevity schedule in lieu of eligible benefits (except for shift differential, call back pay, standby pay, premium pay for work performed on contractually designated holidays). The time frame for this election will comply with benefit requirements at hire, with a change in benefit eligible status, or annually on dates designated by the Employer; provided, the nurse presents the Employer with written evidence that the employee is covered by health insurance elsewhere; and further provided the application for enrollment is approved by the insurance carrier. After the decision to receive either wages plus benefits or wages plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein. A nurse electing the wage premium in lieu of benefits will be granted time off without pay in accordance with the Hospital's vacation scheduling policies, and the nurse may request

unpaid time off for educational and professional meetings. Nurses electing this pay premium are entitled to receive the equivalent amount of time off each year as employees participating in benefits.

8.5 Longevity Steps. Upon completion of each calendar year of employment, all nurses shall advance to the next higher step in the wage range (8.1). Effective the first full pay period after February 1, 2023, the “ghost steps” at Steps 17, 21, and 23 will each be populated with an hourly rate halfway between the step below and above that step.

ARTICLE 9 - PREMIUM PAY

9.1 Shift Differential. Nurses who work the second shift (3 - 11 p.m.) shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour over the hourly rate of pay. Nurses who work the third shift (11 p.m. - 7 a.m.) shall be paid a shift differential of four dollars and seventy-five cents (\$4.75) per hour over the hourly rate of pay. Nurses who work an overlapping shift shall receive shift differential for the entire shift if a majority of the hours worked occur during a shift with a designated shift differential. In the event of equal hours worked, shift differential will be split and paid according to applicable shifts. Nurses who work extra hours before or after working a regularly scheduled shift will be paid the applicable shift premium for any extra hours worked during a premium shift.

9.1.2 Twelve Hour Shifts. Nurses assigned the night shift (7:00 p.m. – 7:30 a.m.) shall receive the night shift differential. Nurses who are receiving the night shift differential and continue working into the day shift shall continue to receive the night shift differential for all hours worked on the day shift. If a nurse starts a 12-hour shift at any time other than 7:00 a.m. or 7:00 p.m., then the provisions of section 9.1 of the Agreement apply.

9.2 Standby Pay. Standby pay shall be at the rate of four dollars and twenty-five cents (\$4.25) per hour. In addition, a nurse shall receive an additional one dollar and twenty-five cents (\$1.25) per hour for all standby hours over sixty (60) in a pay period.

9.2.1 If a nurse is required to take a telephone call directly related to patient care while on standby, the time spent on each telephone call shall be considered time worked for a minimum of 15 minutes and shall be compensated at the appropriate rate of pay in addition to standby pay. Payment for telephone calls answered will not result in any contractual premium pay. Time spent working under this section will not count as hours worked for the purposes of Section 7.7, Rest Between Shifts.

9.2.2 Holiday Call. Any nurse called back to work from standby status on holidays shall be compensated at the rate of double time (2x) the regular rate of pay for a minimum of three (3) hours which shall include any actual time worked.

9.3 Callback Pay. Any nurse called back to work after completion of the nurse's regular work day and nurses called back from scheduled standby status or from low census standby status shall be compensated at time and one-half (1 1/2) for all hours worked with a minimum three (3) hours. Standby pay shall not be paid when the nurse is receiving callback pay.

9.4 Report Pay. Nurses who report for work on a regularly scheduled shift without working a minimum of four (4) hours shall be paid for four (4) hours' work at the regular rate of pay. Where the Employer has left a message on the nurse's telephone answering machine or has made repeated attempts to reach the nurse at home (documentation will be maintained in the staffing office) at least one and one-half (1 1/2) hour prior to the shift start time, but starting as soon as low census is anticipated, advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and the Report Pay provisions of this Section shall not apply.

9.5 Certified Registered Nurse. A certified registered nurse recognized by the American Nurses Association and working in the area of specialty will receive a premium of one dollar (\$1) per hour. Certified nurses will notify their respective Nurse Manager in writing at the time certification is received, providing a copy of the original certification document. Eligibility for certification payment will be based on: (1) proof submitted annually of up-to-date certification, and (2) performance of specific functions related to the certification, including in-service education, patient education, preceptorships, participation in education and professional programs and by involvement in Hospital or contract mandated committees or activities which promote professional competence.

9.5.1 B.S.N. /M.S.N. Differential. Effective the first full pay period after May 1, 2022, Nurses who have a Bachelor of Science or Master of Science Degree in nursing or equivalent advanced degree in nursing (including PhD in nursing or DNP) shall receive a differential of one dollar (\$1.00) for all compensated hours. The Nurse is required to provide appropriate proof of the qualifying degree, and no retroactive payment is due if the Nurse provides appropriate proof at a later date.

9.6 Charge Nurse Premium. Nurses who are assigned by the Employer as a charge nurse shall receive a premium of two dollars and seventy-five cents (\$2.75) per hour.

9.7 Preceptor Pay. Nurses who are assigned by the Employer as preceptors shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour.

9.8 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars (\$3) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will be considered a part of the regular rate of pay for overtime premium pay calculations if required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for voluntary educational purposes. If attendance at an educational meeting on a weekend is required and there are no other options, with prior approval, this section shall apply.

9.8.1 12 - hour Shifts. The weekend premium shall be paid for all hours worked between 7:00 p.m. Friday and 7:30 p.m. Sunday.

9.9 SWAT Nurse Premium. Nurses who are permanently assigned by the Employer as a SWAT nurse shall receive a premium of two dollars and fifty cents (\$2.50) per hour.

ARTICLE 10 - ANNUAL LEAVE

10.1 Accrual. Full-time and part-time nurses shall receive annual leave based upon paid hours in accordance with the following schedule:

<u>Upon Completion of (2080 hours):</u>	<u>Paid Hours</u>	<u>Annual Leave Maximum</u>	<u>Accrual Rate</u>
1 years or more	152	304	.0730
5 years or more	192	384	.0923
10 years or more	232	464	.1115
20 years or more	272	544	.1307

Nurses who have selected the fifteen percent (15%) wage premium in lieu of benefits shall not be eligible for paid annual leave.

10.2 Scheduling. Annual leave shall begin accruing the first day of employment. During the probationary period, a nurse is not eligible to receive compensation from the annual leave account. During the first six (6) months of employment, a nurse may not schedule any annual leave time off except for recognized holidays. All annual leave must be scheduled in advance in accordance with hospital policies and be approved by supervision. Annual leave requests shall be granted by submittal date. In the case of conflicting annual leave requests prior to approval, seniority will prevail. The Nurse Manager will respond in writing to grant or deny the requested annual leave no later than twenty-one (21) days after submittal. If annual leave is denied, the Nurse Manager's written response shall include the reason for such denial. If the nurse manager denies an annual leave request for reasons based on operational needs that would result in the nurse reaching the accrual maximum, the manager will meet with the nurse to explore options that would result in no loss of accruals. Under special circumstances and when approved by supervision, partial days may be granted.

10.3 Accrual Maximum. Annual leave accrual will stop once the accrual maximum has been reached. It is the employee's responsibility to monitor accrual levels and maximum accrual levels.

10.4 Work on Holidays. All full-time and part-time nurses who work on the following holidays, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay for all hours worked on the holiday for purposes of this section, a holiday will begin at 11:00 p.m. the evening before and will end at 11:00 p.m. the evening of the recognized holiday. The time period from 3:00 p.m. December 24 to 11:00 p.m. December 25 shall be recognized as Christmas Day. Premium pay hours worked on a holiday shall count as time worked in computing overtime hours in the work period. Nurses who work in departments that are closed or operate on a reduced schedule on holidays shall have the option of using annual leave or low census for all lost hours.

10.4.1 Part-time and per diem nurses receiving premium pay in lieu of benefits who work on a holiday recognized in Section 10.4 shall receive one and one-half (1 1/2) times the nurse's regular rate of pay.

10.5 Rotation of Holiday Work. Holiday work shall be rotated by the Employer on an equitable basis with consideration being given to special scheduling requests of senior nurses, whenever possible. By January 15 of each year, the Employer shall post a list specifying the dates on which holidays are to be observed.

10.6 Payment Upon Termination. After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required twenty-one (21) days' prior written notice, or to those nurses who are discharged for cause.

10.7 Pay Rate. Annual leave shall be paid at the nurse's regular rate of pay.

ARTICLE 11 - SICK LEAVE

11.1 Accrual. Nurses shall be entitled to eight (8) hours' paid sick leave for each 173.3 hours (month) of continuous employment cumulative up to nine hundred sixty (960) hours.

11.2 Paid Benefits. Sick leave shall be paid at the nurse's regular rate of pay, including shift differential when applicable, for any illness or injury which renders the nurse incapable of performing his/her duties, and for illness or injury of a nurse's child, spouse, parent, parent-in-law or grandparent pursuant to the Washington State Family Care Act. The Hospital reserves the right to require reasonable proof of such illness.

11.3 Wellness Pay/Cash-Out. Nurses may convert to annual leave twenty-five percent (25%) of accrued sick leave days in excess of four hundred thirty-two (432) hours) at their regular rate of pay. Conversion of sick days shall be limited to a maximum of (forty (40) hours) per calendar year. Upon termination or resignation, nurses giving the required notice shall receive payment of twenty-five percent (25%) of accrued sick leave days in excess of two hundred sixteen (216 hours) at their regular rate of pay.

11.4 Eligibility. Nurses are eligible for sick leave benefits after the completion of the ninety (90) day probationary period.

11.5 Notification. Nurses shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift where possible if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision.

ARTICLE 12 - HEALTH BENEFITS

12.1 Benefits Plan. All employees who have an assigned FTE of thirty-two (32) hours or more per pay period are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of continuous employment. For those employees who have an assigned FTE of at least forty-eight (48) hours per pay period, the Employer will provide a medical and dental option that pays the employee premium and fifty percent (50%) of the cost of dependent coverage.

All employees who have an assigned FTE of thirty-two (32) to forty-seven (47) hours per pay period will be able to participate in benefits as defined in the Employer's benefit program, which will provide a medical and dental option that pays fifty percent (50%) of the cost of employee-only coverage and fifty percent (50%) of the corresponding dependent premium.

12.2 Retirement Plan. The Employer will provide a retirement plan for its employees. Retirement benefits and eligibility requirements for participation, including eligible hours and contributions rates, shall be defined by the Employer's plan.

12.3 Plan Changes. In the event the Employer modifies its current Health Insurance or Retirement plans or provides an alternative plan(s), the Employer will review the plan changes with the Association prior to implementation.

12.4 Health Tests. The Hospital shall arrange for required health screenings and immunizations, to be provided at no cost to the nurse.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 In General. All leaves are to be requested from the Employer in writing as far in advance as possible, stating the type of leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. For purposes of eligibility for leave for part-time nurses, one (1) year shall equal twelve (12) consecutive months. A leave of absence begins on the first day of absence from work.

13.2 Pregnancy Leave. Leave without pay shall be granted upon request of the nurse for a period up to six (6) months for pregnancy purposes, without loss of benefits accrued to the date such leave commences. A pregnancy leave shall be granted for the period of the temporary disability. Under the Washington Family Leave Act, any leave for sickness or temporary disability due to pregnancy or childbirth shall be in addition to any leave required by federal law (FMLA).

13.3 Family Medical Act Leave (FMLA). Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, a nurse who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the nurse's child after birth, or placement for adoption or foster care; or (b) to care for the nurse's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the nurse unable to perform the nurse's job. The Employer shall maintain the nurse's health benefits during this leave and shall reinstate the nurse to the nurse's former position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. FMLA leave shall be interpreted consistently with the conditions and provisions of federal law. If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the nurse must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The nurse may elect to use accrued paid leave time for which the nurse is eligible during family leave.

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

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

13.4 Health Leave. After one (1) year of continuous employment, leave of absence for a period up to six (6) months will be granted upon timely request without pay for health reasons upon the recommendations of a physician, without loss of accrued benefits. Nurses on an approved leave of absence are entitled to continue health insurance coverage for up to and including three (3) months by paying the premium to the Hospital. Health insurance coverage may be extended by mutual consent for nurses on an approved medical leave of absence for an additional ninety (90) days (for a total of six (6) months) by paying the premium to the Hospital. The Hospital will maintain the coverage to the end of the month in which the leave began.

13.5 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of earned annual leave.

13.6 Military Spouse Leave. Up to fifteen (15) days of unpaid leave will be granted to an eligible nurse (nurse who averages twenty (20) or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. The nurse must provide his or her supervisor with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

13.7 Domestic Violence Leave. Eligible nurses shall be entitled to take leave for domestic violence, sexual assault or stalking that the employee has experienced, or to assist a qualifying family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

13.8 Bereavement Leave. Up to three (3) scheduled work days of paid leave will be granted following the death of a member of the nurse's immediate family. Additional time off may be granted up to a maximum of five (5) days when extensive travel is required to attend the funeral. Immediate family shall be defined as parent, grandparent, wife, husband, brother, sister, child, grandchild, significant other in lieu of spouse, mother-in-law, father-in-law, brother or sister of spouse, or step-persons. Additional time off requests may be granted as annual leave or as unpaid leave if annual leave is not available. Pay for bereavement leave shall include shift differential when the nurse is regularly scheduled to work an evening or night shift.

13.9 Jury Duty. A full-time or part-time nurse who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at the nurse's regular rate of pay, provided that the nurse notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship upon the Employer. Nurses shall suffer no interruption in their regular pay, nor shall they be required to use annual leave, pending the nurse's reimbursement to the Hospital of the jury duty/witness fee pay. Pay for jury duty shall include shift differential when the nurse is regularly scheduled to work an evening or night shift.

13.10 Leave Without Pay. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date for purposes of seniority and benefits. Vacation and sick leave is accrued on the basis of compensable hours. Leave without pay for a period in excess of thirty (30) days will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave and no benefits shall accrue during such leave unless specifically agreed to by the Employer.

13.11 Leave With Pay. Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

13.12 Return From Leave. When a nurse returns from a combined paid and/or unpaid leave of absence under sections 13.3 (FMLA) or 13.4 (Health Leave) not exceeding twelve (12) weeks, the nurse shall be assigned to the same position, shift, and unit held before the leave. These twelve (12) weeks shall run concurrent with FMLA, when applicable. The above leave may be extended at the discretion of the nurse's manager. Leave of absence in excess of the above guarantees the nurse first choice for the first available similar opening for which the nurse is qualified. A nurse shall not be eligible to return to work from a medical leave of absence until the nurse can meet the physical requirements of the job and has written verification of such from the nurse's physician.

ARTICLE 14 - STAFF DEVELOPMENT

14.1 Orientation. The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the hospital and nursing services, to orient new nurses to hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work.

14.2 In-service Education. A regular and ongoing in-service education program shall be instituted and maintained and made available to all shifts with programs posted in advance. The content and procedures of the program are a suitable subject for discussion by the Conference and Patient Care Committees. All nurses required to attend In-service Education shall be paid according to Article 7 of this Agreement. Mandatory in-service and staff meetings shall be posted in advance. Nurses shall not be required to attend in-service or staff meetings while on annual leave or during a leave of absence.

14.3 Professional and/or Educational Meetings. Up to seven (7) days per year, with pay at the regular rate (including shift differential when a nurse is regularly scheduled to work on an evening or night shift), may be granted for attending professional and/or educational meetings, subject to budgetary considerations, approval of the subject matter to be studied, and provided the number of nurses wishing to attend does not jeopardize the Hospital service. A written report from the nurse will be required to the nurse's manager, and the nurse may be expected to in-service. Nurses who receive the fifteen percent (15%) wage premium in lieu of benefits are eligible for these days, without pay. Time spent receiving education in staff meetings will not count toward the seven (7) day maximum.

14.4 Educational Leave.

- a. Unpaid Educational Leave. After one (1) year of continuous employment, permission shall be granted for leave of absence for a maximum of one (1) year without pay for study, without loss of accrued benefits.
- b. Paid Education Leave. The Hospital recognizes the value of continuing education to the nurse. When a nurse participates in an educational program at the request of the Employer, the nurse shall not incur any reduction in pay, and direct expenses will be paid. Consideration will continue to be given to all requests by nurses to attend educational meetings of their choice. Appropriateness of the education, staffing needs, and educational budget status shall determine whether or not the nurse's manager will grant the request and the manner of compensation both as to time off and to expenses. The Hospital agrees to furnish the Association with a copy of its current policies in regard to education.

14.5 Tuition Reimbursement. The Hospital recognizes the value of education to the Employer and the nurse. The Hospital shall maintain a tuition reimbursement program that shall be applicable when the nurse is eligible. In no event shall the Employer implement a reimbursement program that would reduce the level of benefits below that which was made available to the nurses as of January 1, 2007.

ARTICLE 15 - COMMITTEES

15.1 Standards Committee. The Standards Committee shall be supported by both Nursing and Management and shall meet monthly. Meeting times shall be mutually agreed to by both parties. The Standards Committee shall consist of not less than fifty percent (50%) staff nurses and may be appointed or selected by the Association's local unit. A good faith effort shall be made to represent all shifts, all units, and all full and part-time nurses in the composition of this committee. Nursing administration shall be represented by no less than two (2) members, one of whom shall be the Administrative Director of Nursing. Organizational aspects of the committee shall be determined by the Committee. Agendas will be prepared and minutes kept of all meetings, copies of which shall be made available to the Local Unit Chairperson and the Employer. The function of the Standards Committee shall be to develop structure standards (policies), process standards (procedures and protocols), and outcome standards (patient care plans) to assure safe, effective, appropriate patient care.

15.1.1 Nurse Practice Committee. The Nurse Practice Committee shall be a subcommittee of the Standards Committee. The subject of staffing, acuity systems, scheduling policies and the effective and efficient utilization of nurses will be addressed in the Nurse Practice Committee.

15.2 Conference Committee. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff and to assist with personnel and other mutual problems. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall be established on a permanent basis and shall consist of three (3) representatives of the Employer and two (2) representatives of the nurses, as well as the WSNA Nurse Representative or designee. Upon request of the Employer or WSNA, the conference committee will convene as soon as possible following the request.

15.3 Safety Committee. The Employer shall provide a safe and healthy work place in compliance with federal, state and local laws applicable to the safety and health of its employees. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols, shall be furnished. The Employer will provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Employer shall continue its Safety Committee in accordance with existing regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer of education and preventive health measures for the workplace and its employees, including issues of workplace violence prevention and response. Nurses are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee by utilizing the incident reporting process. Committee membership shall include up to three (3) registered nurses appointed by the Association. The Hospital will provide nurses who are unable to work because of an incident of workplace violence with paid medical leave as may be required under federal and state law. Time spent on the Safety Committee shall be paid at the regular rate of pay.

15.3.1 Workplace Violence Prevention Plan. The Employer is committed to providing its employees with a nonviolent workplace and will not tolerate workplace violence. To support this commitment, the Employer will maintain a Workplace Violence Prevention Plan that includes the elements of Risk Assessment and Analysis, Risk Reduction Strategies, Incident Response Procedures and Periodic Review of the Plan. This Plan will include posted signs in prominent areas regarding the Hospital's stance on aggressive behavior, as well as the utilization of onsite security personnel. The Safety Committee may provide input to Employer regarding the implementation and impact of the Plan. The Employer shall comply with all lawful requests from law enforcement.

15.3.2 The Safety Committee will discuss and review possible solutions to parking lot safety, including adding additional cameras in staff parking lots no later than January 31, 2025.

15.4 Nurse Staffing Committee. The parties shall establish a Nurse Staffing Committee (NSC) which shall be responsible for those activities required of it under RCW 70.41. At least fifty per cent (50%) of the NSC will be composed of staff nurses. The purpose of this Committee is to develop, oversee, and evaluate an annual nurse staffing plan covering each shift and patient care unit in accordance with the provisions of RCW 70.41. Additionally, NSC will receive a report, if requested, of all missed meal & rest breaks documented since the last NSC meeting, with year-to-date totals, which will be broken down by unit and shift. The Association will determine how nurses will be selected to serve on the Committee, including three (3) designated alternates. A WSNA staff representative may attend as a non-voting invitee with the understanding that the WSNA staff representative will not engage in union business or collective bargaining during the NSC meeting.

The Hospital will provide the Association with a NSC membership roster once annually at a time designated by the NSC and whenever changes to the NSC membership occur. The meetings will occur monthly, or as otherwise scheduled by the Committee. The Director of Nursing Operations, or designee, will attend all meetings. The Chief Operating Officer (COO) will attend quarterly. The co-chairs of the NSC shall develop and provide agendas and minutes at least three (3) days prior to each meeting.

Committee members will be on paid time while attending Committee meetings and shall be relieved of all other work duties during meetings. A registered nurse may report to the NSC any variations where the nurse personnel assignment in a patient care unit is not in accordance with the adopted staffing plan and may make a complaint to the committee based on the variations. Nurses may fill out a staffing complaint form (such as an ADO or similar form) as determined by the NSC. There shall be no retaliation against a nurse for making a staffing complaint.

15.5 Committee Pay. All time spent by nurses on Employer-established committees when attendance is required, and all time spent on contractually-established committees shall receive paid release time or compensatory time off for attendance at committee meetings.

ARTICLE 16 - GRIEVANCE PROCEDURE

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

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

16.3 Grievance Procedure. A grievance must be submitted in accordance with the following grievance procedure:

Step 1. Immediate Supervisor.

If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

Step 2. President.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the President (or designee) within fourteen (14) calendar days of receipt of the immediate supervisor's decision. A conference between the nurse (and the Local Unit Chairperson or designee) and the President (and/or designee) shall be held within fourteen (14) calendar days for the purpose of resolving the grievance. The President shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Vice President - Human Resources.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Vice President - Human Resources (and/or designee) within fourteen (14) calendar days of the Step 2 decision. The Vice President - Human Resources (and/or designee) shall meet with the nurse and the Association Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President - Human Resources (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4.

Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Association may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Vice President – Human Resources or designee. If the Hospital and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.4 Termination. This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

16.5 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

16.6 Association Grievance. The Association may initiate a grievance at a step 2 if the grievance involves two or more named nurses on the same facts and if the grievance is submitted in writing within fourteen (14) calendar days from the date the nurses were or should have been aware that the grievance existed. Such a grievance shall be submitted to Human Resources.

ARTICLE 17 - MANAGEMENT RESPONSIBILITIES

The Association recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Association further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 18 - UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Association and its officers will do everything within their power to end or avert same. Any nurse participating in any strike, picketing, walkout, slowdown or work stoppage may be subject to disciplinary action or discharge.

ARTICLE 19 - SEPARABILITY

19.1 Federal and State Laws. It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement shall be found to be contrary to existing law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

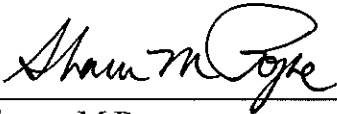
19.2 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE 20 - DURATION

This Agreement shall become effective upon ratification and shall remain in full force and effect to and including January 31, 2025, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14 day of February 2022.

ST. CLARE HOSPITAL



Sharon M Royne
Chief Human Resources Officer

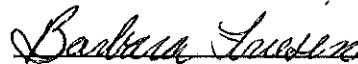


Marie LaMarche
Division Director of Labor Relations

WASHINGTON STATE NURSES
ASSOCIATION



Pamela Chandran
WSNA Labor Attorney



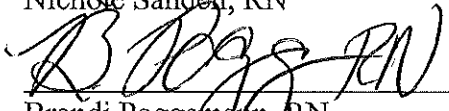
Barbara Friesen
WSNA Nursing Representative



Amanda Hockmuth, RN



Nichole Sandell, RN



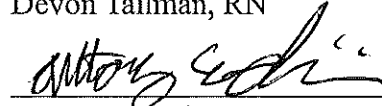
Brandi Poggemann, RN



Claire Korrell, RN



Devon Tallman, RN



Tony Endrizzi, RN

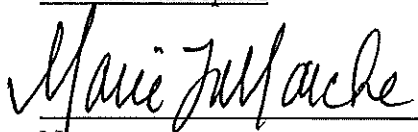
MEMORANDUM OF UNDERSTANDING

By and Between

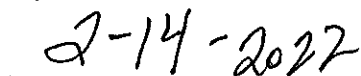
St. Clare Hospital and the Washington State Nurses Association

1. Vacation Donations for WSNA Bargaining Team. Nurses may donate annual leave hours to a pool of hours collected for disbursement to the bargaining team. Donations should be submitted on a PAR to the Human Resources Department within twenty-one (21) days following ratification. Copies of PARs will be provided to WSNA and WSNA will provide the Human Resources Department with a distribution list with the number of hours designated for each bargaining team member. The annual leave hours will be transferred into applicable nurses' annual leave accounts within two (2) pay periods following receipt of the distribution list from WSNA. Nurses receiving pay in lieu of benefits will receive a payment at their regular rate of pay equivalent to the number of the annual leave hours they are eligible to receive.
2. Hospital's Attendance Policy. For purposes of the Hospital's attendance policy, six (6) occurrences within a 12-month rolling period shall be an acceptable amount of absenteeism.
3. Low Census Traveler Rotation. The Hospital commits to making good faith efforts to reach an understanding in national traveler contracts that would expand the Hospital's ability to rotate travelers into first cut rotation without pay under Article 6.6, Low Census.
4. Ratification Bonus. Effective two pay periods post ratification a \$1,500 ratification bonus will be paid pro-rated by FTE for part-time nurses. For purposes of this bonus a .9 FTE is considered full-time and a per diem nurse is considered a .2 FTE. Eligible nurses will be on the active payroll on the date of payment.

St. Clare Hospital

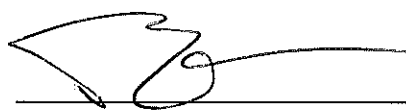


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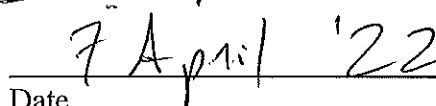


Date

Washington State Nurses Association



Name



Date

MEMORANDUM OF UNDERSTANDING

By and Between

St. Clare Hospital and the Washington State Nurses Association

Low Census Committee:

A Committee shall be formed with up to five (5) RN's, representing the different hospital clinical areas, and an equal number of management, to include the Human Resources manager. This committee will evaluate and improve the low census process and to insure transparency and equitable rotation. Time spent by represented RNs on the Committee shall be paid at their regular rate of pay. The committee members will determine the frequency and duration of the meeting.

MEMORANDUM OF UNDERSTANDING

By and Between

St. Clare Hospital and the Washington State Nurses Association

Incentive Bonus:

In the event the Employer determines there is a need to offer an incentive bonus to nurses on a temporary basis, in addition to the amounts prescribed by the language of this Agreement, the following process shall occur: Nurses will be offered on an equitable basis at least five dollars (\$5.00) per hour for extra shifts. The employer shall notify the Association in writing of the incentive bonus is offering on a temporary basis no later than when it is offered to nurses.

