

Collective Bargaining Agreement

between

ST. LUKE'S REHABILITATION INSTITUTE

And

WASHINGTON STATE NURSES ASSOCIATION

Expires: March 31, 2021

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AGREEMENT

THIS AGREEMENT is entered into by and between Inland Northwest Health Services (“INHS”), d/b/a St. Luke’s Rehabilitation Institute, hereinafter referred to as “Institute” and the Washington State Nurses Association, hereinafter referred to as “Association.”

The intent of this agreement is to set forth a mutually agreed working relationship between St. Luke’s Rehabilitation Institute and the Registered Nurses and Case Managers with respect to wages, hours of service, general conditions of employment and lines of communication. The common objective of the Institute and the bargaining unit employees is delivery of superior patient care, harmoniously obtained and consistently maintained.

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

Section 1.1. The Institute recognizes the Association as the collective bargaining representative of Case Managers and Registered Nurses employed as registered nurses in the Institute, and Social Workers employed in the Institute with respect to wages, hours, and working conditions. The bargaining unit includes any employees in the following positions: Per Diem Nurse, Per Diem Case Manager, Per Diem Social Worker, Per Diem Infection Control Nurse, Per Diem Diabetic Educator, Nurse 1, 2, and 3, Infection Control Nurse, External Case Manager, Internal Case Manager, Social Worker, Clinical Consultant, Charge Nurse, Wound Care Nurse and Diabetic Educator (hereinafter collectively referred to as “employees”). Nurse Managers, Assistant Nurse Managers, temporary nurses, agency nurses, all other employees, guards and supervisors are excluded from the bargaining unit.

In bargaining for the 2012-2015 collective bargaining agreement, the parties agreed to remove the title of “Patient Care Coordinator” from the Recognition Clause at Article 1, Section 1, and to insert “Internal Case Manager,” and to change the term “Case Manager” to “External Case Manager.” The reasons for these changes are: (1) the employees with the previous title of “Patient Care Coordinator” now have the title “Internal Case Manager”; and (2) the employees with the previous title of “Case Manager” now have the title “External Case Manager.” In agreeing to this change, it is not the parties’ intent to change the make-up of the bargaining unit; it is merely to accurately reflect current job titles. The parties agree that in the event that the Internal Case Managers are ever re-classified back to Patient Care Coordinators, and/or if the External Case Managers are ever re-classified back to Case Managers, they will remain in the bargaining unit.

Section 1.2. This recognition is limited to Institute operations currently at 711 South Cowley, Spokane, Washington, and does not apply to employees working in any other present or future operations of the Institute.

Section 1.3. This recognition shall not be interpreted to limit non-bargaining unit employees from performing work also performed by employees in the bargaining unit.

Section 1.4. In recognition of the right of all employees to make their own individual choices as to membership in the WSNA, neither such membership nor payment of any dues or fees in lieu of membership shall be required as a condition of employment at the Institute.

Section 1.5. Within thirty (30) days after this Agreement becomes effective, and monthly thereafter, the Association will be given a master list of bargaining unit employees currently employed by the Institute. The list will include: the employee’s name, address and

phone number as reflected in Institute records; department; classification; rate of pay; wage step placement; employee identification number; shift; budgeted hours per pay period; and date of hire.

Section 1.6. Association Dues. During the term of this Agreement, the Institute shall deduct Association dues from the pay of each member of the Association who voluntarily executes a wage assignment form. When filed with the Institute, the authorization form will be honored in accordance with its terms. Such authorization form shall be revocable by the employee upon 30 days' written notice to WSNA and the Institute. The Institute shall forward such revocations to the Association. Deductions shall be made monthly and remitted to the Association with a list of employees from whom the deductions were made. Deductions will be properly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Institute's responsibility shall cease with respect to such deduction. The Association and each employee authorizing the assignment of wages for the payment of Association dues hereby undertake to indemnify and hold the Institute harmless from all claims, demands, suits or other forms of liability that shall arise against the Institute for or on account of any deduction made from wages of such employee.

ARTICLE 2 – EQUALITY OF OPPORTUNITY IN EMPLOYMENT

Section 2.1. The provisions of this Agreement shall be applied without regard to race, religion, color, creed, age, gender, national origin, marital status, sexual orientation, gender identity, veteran status, Association activities or membership and/or physical or mental impairment which can be reasonably accommodated in all aspects of employment, as required by applicable state or federal law. It is further understood that the Association will cooperate with the Institute's policy of nondiscrimination in all aspects of employment.

Section 2.2. The Institute shall also continue its policy of prohibiting unlawful harassment, including unlawful sexual harassment. All employees should report harassment perceived to violate the Institute's policy to management immediately. Retaliation against an employee for opposing discrimination or participating in an investigation of discrimination is also a violation of the policy.

Section 2.3. All references to "employees," "nurses," or "case managers" in this Agreement shall be interpreted to designate both sexes, and whenever the female gender is used alone, it shall be interpreted to include male and female employees.

ARTICLE 3 – DEFINITIONS

Section 3.1. Regular Full-Time Employee. An employee who is not in a temporary or probationary status, and who is regularly scheduled to work at least eighty (80) hours in a 14-day pay period.

Section 3.2. Regular Part-Time Employee. An employee who is not in a temporary or probationary status, and who is regularly scheduled to work less than a full-time work schedule. A part-time employee with scheduled hours between 1 and 39 per 14-day pay period will receive the per diem rate, as defined below, in lieu of benefits.

Section 3.3. Per Diem Employees. An employee who has established an employment relationship with the Institute but who is assigned to work on an intermittent and/or unpredictable basis. Per diem employees receive a per diem rate of pay in lieu of sick leave, vacation, holiday and bereavement leave. The per diem rate shall be based on the per diem employee's regular rate of pay plus 16%. The per diem rate is added to base rate for overtime purposes. Per diem employees shall not be eligible for any other benefits.

A Per Diem Employee must work at least forty-eight (48) hours every three (3) months or ninety six (96) hours every six (6) months to retain status as a Per Diem Employee. As part of the overall work required, at least four (4) weekend shifts in a three (3) month period or eight (8) weekend shifts in a six (6) month period shall be worked if requested by the Institute. The Per Diem Employee must be available to work on one of the following holidays each year: Memorial Day, July 4, Labor Day, Thanksgiving, Christmas and New Year's. Low-census days and/or low census/on-call days shall count as days worked for purposes of this section. In periods of prolonged low census, when the Institute is unable to schedule a Per Diem Employee in days he/she is available to work, the forty eight (48) hours/three (3) month, or ninety six (96) hour/six (6) month, minimum may be waived by the Institute, in its discretion. The Institute may, in its discretion, negotiate different minimum requirements on a case-by-case basis, subject to the Association's approval.

Section 3.4. Temporary Employee. An employee who is employed for a specific period of time, not to exceed six months or 1000 hours. It is understood that temporary employees are excluded from the bargaining unit. Temporary employees shall not be eligible for either purchased or accrued benefits. If the temporary employee is hired as a regular employee, and satisfactorily completes the probationary period, the employee's date of hire and seniority date shall be that date on which the employee was hired as a regular employee .

Section 3.5. Agency Nurse. A nurse who is employed by a temporary agency and assigned to work at the Institute. It is understood that agency nurses are excluded from the bargaining unit. Agency nurses shall not be eligible for either purchased or accrued benefits through the Institute.

Section 3.6. Float Pool. The Institute may develop positions for staff RNs who will be utilized to provide coverage for vacation, sick call, leaves, or other needs that may arise. The float pool may include Regular Full-Time nurses, Regular Part-Time nurses, and/or Per Diem nurses. The Institute will determine the qualifications necessary to be included in the Float Pool, and will develop an appropriate training program. The Institute will manage Float Pool assignments in accordance with the patient care needs of the Institute. Notwithstanding the existence of a Float Pool, all nurses may be assigned to work on a unit other than their assigned unit, in accordance with the terms of this Agreement. Regular full-time and regular part-time nurses assigned to the Float Pool shall receive a premium of \$1.50 per hour. The Float Pool premium shall not be paid to Per Diem nurses or to nurses assigned to a regular unit who are required to float to another unit on a temporary basis.

Section 3.7 Charge Nurse. A Registered Nurse who is assigned the responsibility by the nurse manager or other supervisor for a limited time only, such as an eight-hour period. RNs assigned to Charge Nurse responsibilities will not perform any such duties until the orientation to the Charge Nurse roll is completed. Scheduling of the Charge Nurse assignments shall be rotated among staff that are oriented to that role and have completed the Charge Nurse competency. The Charge Nurse schedule will be established based on the needs of the Institute.

Section 3.8 Tobacco Free Campus. St. Luke's Rehabilitation and WSNA agree that the use of tobacco is both a health and safety hazard. It is the interest of St. Luke's to provide a smoke-free and tobacco free environment to include e-cigarettes. Therefore, smoking tobacco and the use of e-cigarettes are permitted outside of campus and pursuant to clean air laws.

ARTICLE 4 – HOURS OF WORK AND PAY PRACTICES
(Non-Exempt Employees (Nurses, Diabetic Educators, Infection Control Nurses, Wound Care Nurses and Per Diem Employees))

Section 4.1. Workweek. The basic workweek starts with the day shift on Sunday and ends with the night shift on Saturday night.

Section 4.2. Pay Practices and Pay Period. The Institute will continue to operate under a pay period of 14 calendar days. Non-exempt employees will be paid according to the pay policies set forth in Appendix A.

Section 4.3. Workday. A standard workday is eight (8), ten (10), or twelve (12) hours of work within an eight-and-one-half (8 ½), ten-and-one-half (10 ½), or twelve-and-one-half (12 ½) hour period. The Institute agrees that it will not change the workday of an entire unit from eight-hour days to ten- or twelve-hour days without first conducting a secret ballot vote of the affected employees on the unit. The work schedule of the entire unit will be changed only upon a majority vote (50% plus 1) of the affected employees on the unit who cast a ballot.

Section 4.4. Work Schedules. Each non-exempt employee is hired into a work schedule that indicates the start and end time of each shift and days on/days off. If the Institute wishes to change the work schedule for an non-exempt employee(s), the Institute will provide the Association and any affected non-exempt employees with at least thirty days' written notice prior to implementing different work schedules. If either the Association or the affected non-exempt employees wish to discuss the change in work schedule prior to implementation, the Institute will arrange to do so, and will consider the input of the Association and/or the affected non-exempt employees.

Section .5. Straight-Time. The first eight (8) hours of the workday and/or 80 hours of the pay period for non-exempt employees on eight-hour shifts. The first ten (10) hours of the workday and/or forty (40) hours of the workweek for non-exempt employees on ten (10)-hour shifts. The first twelve (12) hours of the workday and/or forty (40) hours of the workweek for non-exempt employees on twelve (12)-hour shifts. A non-exempt employee's straight-time rate of pay shall be the employee's base rate of pay excluding any shift differentials or premium pay.

Section 4.6. Base Rate. A non-exempt employee's hourly rate from Appendix A and applicable certification pay.

Section 4.7. Regular Rate. A non-exempt employee's regular rate of pay shall be the employee's base rate as defined above plus any applicable shift differential.

Section 4.8. Overtime. Non-exempt employees on eight (8)-hour shifts shall be paid time and one-half their regular rate of pay for any work time over 8 in a work day and/or 80 in a pay period. Non-exempt employees on ten (10)-hour shifts shall be paid time and one-half their regular rate of pay for any work time over 10 in a work day and/or 40 in a workweek. Non-exempt employees on twelve (12)-hour shifts shall be paid time and one-half their regular rate of pay for any work time over 12 in a work day and/or forty (40) in a workweek. Only hours actually worked shall be counted as work time for purposes of calculating overtime. Overtime pay shall be calculated to the nearest fifteen (15) minutes. Employees shall not work overtime without approval from a Manager. In a patient care emergency, when an employee cannot obtain advance authorization, the employee will notify her Manager of the overtime work as soon as possible.

Section 4.8. Mandatory Overtime. The Institute shall have the right to require overtime in accordance with applicable law.

Section 4.9. No Pyramiding. Hours paid at an overtime or premium rate shall not be

duplicated or pyramided; i.e., the overtime or premium rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only one and one-half times the regular hourly rate.

Section 4.10. Rest and Meal Periods. A 15-minute rest period approximately in the middle of each four-hour work period will be provided, but may be altered as patient needs require. Intermittent rest periods of less than 15 minutes may count toward the 15-minute rest period described above if a nurse so desires. No nurse shall be required to take intermittent breaks. A meal period of at least 30 minutes (unpaid and on own time) shall be scheduled no sooner than two hours and no later than five hours after the work shift begins for employees on eight (8)-hour shifts, and within the four-hour period in the middle of ten (10)- and twelve (12)-hour shifts. Employees working less than five hours are not entitled to a meal break.

It is understood that, absent a bona fide emergency (i.e., a code), the meal period is to be uninterrupted. Non-exempt employees normally will not be required to remain on the unit during the meal period. Code nurses will hand off their pager to an alternate during their meal period, if an alternate is available. If the non-exempt employee performs any tasks related to patient care as directed by a supervisor during the meal period, it is considered interrupted and the employee will be paid for the meal period. As workloads allow, other employees and management will assist employees in arranging appropriate coverage in order to receive a meal period. An employee who believes she is entitled to pay for an interrupted meal period must report the incident to her manager and record the incident in the exception log by the end of the shift. Meal and break periods are not to be combined or used to leave early. Supervisors may establish time parameters and schedule meal and break periods for employees.

The Institute has implemented a system for non-exempt employees to track missed rest periods.

Non-exempt employees shall not work through their meal or rest periods without approval from a Manager or Supervisor. In a patient care emergency, when an employee cannot obtain advance authorization, the employee will notify her Manager or Supervisor of the missed meal or rest period as soon as possible. Non-exempt employees who repeatedly miss their meal or rest periods are expected to follow up with a Manager or Supervisor to seek a resolution.

Section 4.11. Shift Differential. Non-exempt employees shall receive the following shift differentials: \$2.25 for work performed between the hours of 4 p.m. and 10 p.m., and \$3.25 for work performed between the hours of 10 p.m. and 6 a.m.

Section 4.12. Standby Pay. Non-exempt employees shall be paid the following rate of pay for all time spent on standby: \$3.50 (\$4.00 for recognized holidays).

Section 4.13. Weekend Differential. Non-exempt employees shall receive the following weekend differential for all work performed between the hours of 10 p.m. on Friday and 10 p.m. on Sunday: \$3.00. The weekend differential shall be in addition to the applicable shift differential.

Section 4.14. Certification Pay. Non-exempt nurses and all per diem nurses shall receive the following hourly rate for the following certifications: CRRN: \$0.80; ACLS: \$0.50; PALS: \$0.50; CCM: \$0.80; LICSW: \$0.80; CBIC: \$0.80; WOCN: \$0.80; CDE: \$0.80. Nurses are expected to notify the Institute, in writing, if they obtain or lose any of these certifications. Certification pay shall commence the first full pay period after the nurse obtains the certification.

Section 4.15. BSN and MSN Premiums. Nurses shall receive the following hourly rate for acquiring a BSN or an MSN degree: \$1.00. Nurses are expected to notify the Institute, in writing, if they obtain a BSN or and MSN degree. The BSN or MSN premium pay shall commence the first full pay period after the nurse obtains a BSN or MSN degree. Nurses who have both a BSN and a MSN

shall receive only one \$1.00 premium.

Section 4.16. Rest Between Shifts. The Institute shall make every effort to allow non-exempt employees at least 10 hours off between shifts. If a non-exempt employee is required to work with less than 10 hours off between shifts, she shall be paid time-and-a-half (1.5X) her base rate for work performed from the time she comes back in to work with less than 10 hours of rest until it has been 10 hours from the end of her prior shift. Thereafter, she shall be paid at straight time (1X) for the remainder of her shift.

Section 4.17. Work on Day Off. Non-exempt employees who are called in for work on their scheduled day off shall be guaranteed a minimum of four (4) hours pay. If they are called in with two (2) or more hours' notice they shall receive straight time (1 X) pay. If they are called in with fewer than two (2) hours' notice they shall be paid at the rate of time-and-a-half (1.5 X) their base rate of pay for the hours worked.

Section 4.18. Preceptor Pay. Nurses acting in the role of preceptor shall be paid an additional \$1.00 per hour for all time spent actually performing preceptor duties, as determined by the Institute.

Section 4.19. Exempt Employees. None of the foregoing shall apply to regular Case Managers Clinical Consultants and Social Workers, who are exempt employees.

–Section 4.20 Charge Nurse. Nurses acting in the role of charge nurse shall be paid an additional \$2.00 per hour for all time spent actually performing charge duties.

Section 4.21. Clinical Ladder. The Clinical Ladder system is designed to encourage and reward RNs for engaging in activities that enhance their professional development, thereby making them a greater asset to St. Luke's Rehabilitation and its patients. Specifically, the parties agree as follows:

Introduction:

1. Each nurse in the bargaining unit is classified as a Level I, Level II, or Level III. Nurses shall be paid according to their clinical ladder level.
2. The pay scales for each Nurse Clinical Ladder level are as set forth in Appendix A – Wage scales of the parties' collective bargaining agreement.

Ladder Structure:

Level I: Standard level at which every nurse must function.

Level II: Additional performance criteria must be met and maintained.

Level III: Additional performance criteria and CRRN certification must be met and maintained.

Evaluation of Candidates for Promotion:

The staff's past performance and his/her potential to perform at the clinical level being pursued determines eligibility for promotion. Advancement within the ladder is available to all RNs provided they meet the Clinical Ladder criteria. Once in a level, RN must function in that role for a period of no less than one year before applying for a promotion to the next level.

Application Process:

Initial Advancement to the Next Level Only (suggested time line from the initial application submission to the final decision is 6-8 weeks). If approved, advancement payment will be retroactive up to 30 days from the initial application submission:

1. The required professional portfolio consists of (forms will be available in the Human Resource (HR) office):
 - Registered Nurse Clinical Ladder Checklist (Application).
 - Cover letter illustrating behavioral performance skills.
 - Letter of recommendation from a peer supporting advancement.
2. Completed portfolio must be submitted to HR personnel, who will then forward it to the RN's manager. The manager will review the application for completeness and verify whether the RN is meeting Clinical Ladder performance requirements.
 - If RN is not meeting performance requirements, the manager will notify him/her.
 - If RN is meeting performance requirements, manager will forward the portfolio to the Clinical Consultant who will present it for review by the members of the Clinical Nurse Practice Committee during the next scheduled meeting.
3. After review by Clinical Nurse Practice Committee, portfolios will be returned to HR and RNs will be notified by HR of the approval or rejection of their request.

Annual Review:

The Manager will annually review the status of the nurse according to the standards expected at their level of the Clinical Ladder (RN must submit a current Clinical Ladder Checklist prior to annual evaluation) as part of their performance appraisal. Nursing staff at each level will be expected to maintain or improve their level of practice each year.

Adjustment to Clinical Ladder Level:

1. The Institute shall determine the appropriate requirements and qualifications for each Nurse Clinical Ladder Level. Such requirements and qualifications shall be published. The current requirements and qualifications are set forth in St. Luke's Clinical Ladder Checklist. The Institute will provide the Association of any changes to the current Clinical Ladder Checklist with at least two weeks' written notice prior to implementing changes. If either the Association or the nurses wish to discuss the change(s) prior to implementation, they will be addressed, and resolved mutually between the Association and the Institute, prior to implementation.
2. Nurses shall have the opportunity to advance at the time of their annual evaluation, provided they meet all of the criteria set forth in the Clinical Ladder checklist, and the Clinical Nurse Practice Committee concurs. There shall be no limitation on the number of Level II or Level III nurses in the facility.
3. Nurses may be hired at any level, provided they meet the appropriate clinical ladder requirements. Nurses hired at Level I or II shall have the opportunity for advancement after three months of employment to the next level.

4. Level II and Level III nurses' Clinical Ladder level will be reviewed annually. The clinical ladder level may be reduced at the time of annual evaluation if the nurse is not performing at the level required to retain his/her current Clinical Ladder level. If it is determined that a nurse's Clinical Ladder level is to be reduced, the nurse shall have the option of being given a 3-month Performance Improvement Plan. If the nurse has met the requirements of the Performance Improvement Plan within those three months, the Clinical Ladder level will not be reduced. If the nurse has not met the requirements of the Performance Improvement Plan after three months, the Clinical Ladder level will be reduced effective at the end of the 3-month Performance Improvement Plan.

Dispute Resolution:

If a nurse disagrees with a decision of the Clinical Nurse Practice Committee related to Clinical Ladder Level advancement, or a decision of a nurse manager related to Clinical Ladder Level reduction, he/she may appeal that decision to the Nurse Executive. Such appeals shall be made in writing, within fourteen calendar days of receiving notice of the relevant decision. The Nurse Executive shall meet with the affected nurse within fourteen calendar days of the appeal to clarify disputable contents in the nurse's application. The nurse may have WSNA representation at that meeting, if he/she desires. Following meeting with the affected nurse, the Nurse Executive shall issue a decision, in writing, within fourteen calendar days.

If a nurse disagrees with a decision of the Chief Nurse Executive, he/she may file a grievance under Article 16 of the parties' Collective Bargaining Agreement.

**ARTICLE 5 – HOURS OF WORK AND PAY PRACTICES
(Exempt Employees (Regular Case Managers, Clinical Consultants and Social Workers))**

Section 5.1. Workweek. The basic workweek shall be Monday through Friday, provided however, that exempt employees may be required to work on other days as patient and Institute needs require.

Section 5.2. Pay Practices and Pay Period. The Institute will operate under a pay period of 14 calendar days. Exempt employees will be paid according to the pay policies set forth in Appendix A.

Section 5.3. Workday. The standard workday shall be a nine-hour period, with a one-hour lunch period, as established by the Manager, with input from the individual exempt employees. Each exempt employee may work a different schedule on a particular day, with the prior written approval of the Manager. As exempt employees, however, they are expected to be

available for work at times other than the standard workday consistent with the requirements of their job. An exempt employee may work an alternative schedule with the prior written approval of her manager.

Section 5.4. Certification Pay. Exempt employees shall receive the following hourly rate for the following certifications: CRRN: \$0.80, CCM: \$0.80, CNE: \$0.80, LICSW: \$0.80, ACLS: \$0.50, PALS: \$0.50.

The foregoing hourly rates will be converted and added to each employee's applicable salary. Certification pay shall begin the first full pay period after the employee obtains the certification.

Section 5.5. BSN and MSN Premium. Case Managers, Clinical Consultants and Social Workers (including per diem for all) shall receive the following hourly rate for acquiring a BSN or MSN degree: \$1.00. Nurses are expected to notify the Institute, in writing, if they obtain a BSN or MSN degree. Because Regular Case Managers, Regular Clinical Consultants and Regular Social Workers are exempt employees, the foregoing hourly rate will be converted and added to each employee's applicable salary. The BSN or MSN premium pay shall commence the first full pay period after the nurse obtains a BSN or MSN degree. Nurses who have both a BSN and a MSN shall receive only one \$1.00 premium.

Section 5.6. Other Compensation and Extra Shift Premium. Exempt employees are not entitled to overtime compensation, holiday pay, shift differential, weekend differential, or standby pay. All exempt employees, except for Social Workers, shall be paid an extra shift premium of \$170 for a ½ shift and \$340 for a full shift. Social Workers shall be paid an extra shift premium of \$135 for a ½ shift and \$270 for a full shift.

Section 5.7. Per Diem Case Managers, Per Diem Social Workers, and Per Diem Clinical Consultants. Per Diem Case Managers, Per Diem Clinical Consultants and Per Diem Social Workers are non-exempt employees whose pay practices are addressed in Article 3, Section 3, and the provisions of Article 4 that apply to non-exempt employees.

ARTICLE 6 – HOLIDAYS

Section 6.1. Recognized Holidays. Recognized holidays shall be the following six holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Full-time and benefited part-time employees who do not work on the recognized holiday shall be entitled to use PTO in accordance with Article 10.

Section 6.2. Pay for Holidays Worked. Non-exempt employees required to work on any of the above holidays shall be paid one and one half times (1 ½x) their regular rate of pay, for their entire shift, if the majority of the hours fall on the holiday. In regards to twelve hour night shift nurses, non-exempt employees will be paid at the rate of time and one half (1 ½ x) when he/she clocks in at 6pm and works a twelve hour shift into the morning of the recognized holiday. In the event any nurse is low-censused, for a portion of their shift, prior to the start or the end of his/her shift, they will be paid one and one half times (1 ½ x) their regular rate of pay, for all hours worked, during the applicable holiday shift. Non-exempt employees will also be given the option of using PTO hours for the holiday, to be paid at their regular rate of pay, or saving PTO hours for the use at another time.

Section 6.3. Pay for Holidays Not Worked. A non-exempt employee who does not work on a recognized holiday shall have the option of using their PTO hours for the holiday, or taking the holiday off without pay. An exempt employee who does not work on a recognized holiday shall use their PTO hours for the holiday, as allowed by law.

Section 6.4. Holiday Scheduling. Volunteers shall be sought to work on all holidays. For Thanksgiving, Christmas and New Year's Day, the Institute will seek volunteers during the month of August for all three holidays. New Year's Eve and Christmas Eve shall also be scheduled at the same

time, and in accordance with these procedures, even though they are not recognized, paid holidays. On or before August 15, the managers shall ask nurses to rank these five “holidays,” starting with the most important to have off. The managers shall then make holiday work schedules based on employees’ preferences. If additional coverage is necessary, nurses shall be assigned to work on these five “holidays” on a rotating basis beginning with the employee who has had the longest period of time since working on one of these five “holidays.” New employees shall be placed at the top of the rotation. The schedule for these five winter “holidays” will be posted by September 30. For the three summer holidays (Memorial Day, Independence Day, Labor Day), the Institute shall follow a similar procedure for each one, seeking volunteers 60 days before each holiday, and posting the holiday schedule no later than six weeks before the respective holiday. For additional coverage beyond volunteers for the summer holidays, the rotation will begin with the employee who has had the longest period of time since working the particular holiday at issue. Employees may trade holiday coverage assignments with prior written approval from their manager, provided that no overtime may be created by such trades. Such approval will not be arbitrarily withheld. For purposes of the rotation, only the employee who actually worked the holiday will be credited.

Section 6.5. Employees on Time-Loss. If an employee is receiving time loss compensation due to an on-the-job injury s/he may use PTO or EIB in accordance with Institute policy. An employee receiving only time-loss compensation due to an on-the-job injury does not accrue PTO or EIB.

ARTICLE 7 – EMPLOYMENT STATUS

Section 7.1. Probationary Period. The probationary period for a newly hired employee shall be 90 calendar days from the first day of orientation. Any absence of longer than one (1) week will automatically extend the probationary period by the length of the absence. This probationary period also may be extended up to 90 additional calendar days at the Institute’s discretion by written notice to the employee sent before the expiration of the initial 90 calendar day period. If an employee’s probationary period is extended, the employee and her supervisor shall develop a work plan before the end of the initial probationary period to help the employee meet any deficiencies. During the probationary period, whether the initial period or any extension, employees may be discharged for any reason, and such discharge shall not be subject to the grievance and arbitration procedure. Probationary employees have no right to file a grievance under Article 20, except for a pay claim. Upon successful completion of the probationary period, an employee’s seniority date will be retroactive to the employee’s date of hire.

Section 7.2. Notice of Resignation by the Employee. Employees shall give the Institute not less than 14 calendar days prior written notice of intended resignation. The employee must be available to work all of her regularly-scheduled shifts during the notice period. Employees who fail to give such notice are not eligible to receive payment for any accrued but unused PTO, except by mutual agreement, in writing, with the Employer.

Section 7.3. Notice of Termination by the Institute. The Institute shall give non-probationary employees 14 calendar days’ prior written notice of the termination of their employment. When terminating a non-probationary employee, the Institute will provide either the described notice or pay in lieu of notice for hours scheduled in the notice period. No such advance notice, or pay in lieu thereof, shall be required for employees who are discharged for cause. Such discharges for cause shall be in accordance with Article 19 of this Agreement (Discipline and Discharge). Employees who are discharged for cause will be paid accrued PTO as of the date of termination.

ARTICLE 8 – SENIORITY AND JOB POSTING

Section 8.1. Seniority Defined. Seniority shall be based on the most recent date of hire as a regular full-time or regular part-time employee in any job classification covered by this agreement.

Employees working as a per diem employee shall not accrue seniority.

Section 8.2. Loss of Seniority. Seniority shall be terminated if an employee is laid off for more than 12 consecutive calendar months, resigns, retires or is discharged.

Section 8.3. Promotions or Transfers Out of the Unit. Seniority will not be lost when an employee is promoted to a supervisory or management position or transferred to a position not covered by this Agreement, provided that seniority shall not continue to accrue during the period of absence from the bargaining unit covered by this Agreement. An individual in a non-unit position may use seniority to bid on a vacant bargaining unit position. If the employee later returns to a position covered by this Agreement, previous seniority shall be unfrozen and continue to accrue.

Section 8.4. Posting of Vacancies. The Institute will determine and post job openings which may include vacated or newly-created positions or temporary vacancies expected to last more than 30 calendar days, for a period of at least five calendar days prior to filling the vacant position. The notice may be posted both internally and externally at the same time. All job postings will be posted on the St. Luke's website. The notice will specify the department, shift, number of projected hours per pay period, and qualifications for the open position. The Institute will consider all qualified applicants, both internal and external, for available job openings. To be considered, an applicant must submit an online application during the applicable posting period. Qualifications to perform the duties of the position shall be the primary consideration in the selection process. If two or more qualified applicants apply for a vacant position and are considered to be substantially equal in job performance, knowledge, skills, abilities, and qualifications for the open position in the sole judgment of the Institute, the most senior applicant shall have preference. There shall be no obligation to train an applicant to become qualified. Variable shift positions shall not be posted.

ARTICLE 9 – LOW CENSUS

Section 9.1. Low-Census Rotation. It is recognized by the parties that the basic policy shall be to use the low census procedure to accomplish short term staff reductions. When low service volume requires adjustment in nurse staffing, such adjustment may be made by floating nurses to available assignments for which they are qualified. If there are no such opportunities available, nurses may be low censused under the following guidelines. Low census and standby will be assigned in the following descending order of priority:

- a. Agency nurses.
- b. Nurses working at the overtime rate.
- c. Requested low census by employee: where there exists more requests than needed, the requested low census day will be granted in the following order:
 1. First to the nurse making the request, who has not had a requested low census day granted within the last pay period.
 2. Secondly, requested low census will be granted to the nurse next in line, who has had a lesser number of requested low census days in the last pay period, and so on and so forth.
 3. Where nurses have similar standing in rotation, the requested low census day shall be granted in the order (time/date) in which the nurse(s) made his/her request.
- d. Per diem nurses, including per diem nurses assigned to the Float Pool.

- e. Nurses working above their budgeted FTE or on an extra shift.
- f. Voluntary low census (distinguished from “requested low census,” which is requested ahead-of-time). Voluntary low census occurs when the Institute seeks volunteers in response to a specific need. Travelers may be included in voluntary low census.
- g. Mandatory full-time and regular part-time nurses, including full-time and regular part-time Float Pool nurses.
- h. Travelers.

Low census shall be rotated on a fair and equitable basis. The rotation shall be house-wide, and new employees shall be placed at the top of the rotation list.

In administering low census, the Institute will maintain a skill level mix appropriate to the remaining patient requirements.

A staff nurse taking voluntary, requested and/or mandatory low census shall not have a reduction in benefits. A nurse who is low-censused and desires additional hours to get up to her FTE shall notify her Nurse Manager in writing.

In the event a nurse is low-censused in any form, nurses will be allowed to make requests for PTO, which must be in writing. Accrued PTO can be utilized for low census upon the nurse’s request.

Section 2. Definitions.

- Low census (LC): When the number of scheduled staff exceeds the Institute’s needs based on acuity and volume.
- Requested low census (RLC): When a nurse asks for low census prior to the shift
- Voluntary low census (VLC): When a representative from St. Luke’s asks a nurse to take low census voluntarily.
- Mandatory low census (MLC): Low census which is identified by management as mandatory and is assigned by a representative from St. Luke’s.
- Rotation list: St. Luke’s will keep a documenting log of low census dates (mandatory, voluntary, and requested low census days) for each nurse employed by St. Luke’s.
- Skill mix appropriate to the remaining patient requirements: In order to meet the needs of the Institute, St. Luke’s will keep an adequate number of nurses with special skills such as peritoneal dialysis or VAD training in order to meet the needs of the patients.
- Similar standing: Nurses who have the same number of granted requested low census days, in the last pay period.

Section 9.3. Nurses in Orientation. Nurses in orientation will take low census when their orienting nurse is low-censused.

Section 9.4. Low Census Inconvenience Pay. Nurses assigned a mandatory low census

shall be notified a minimum of two hours in advance of each shift. In the event such notice is not given, the affected nurse shall receive two hours of inconvenience pay at the nurse's base rate of pay. Should the Institute make a bona fide and documented attempt to notify the nurse of a mandatory low census two hours in advance but be unsuccessful in doing so, this pay provision shall not apply. It shall be the nurse's responsibility to maintain a current telephone number listed with the nurse's respective department. A nurse's failure to do so shall excuse the Institute from the notification requirement provided herein.

Section 9.5. Standby Pay. An employee placed on standby shall remain on standby, and be paid the applicable standby rate, for two hours, unless informed at the time she is placed on standby that the standby will continue for longer than two hours, in which case she shall be paid the applicable standby rate until removed from standby, or until the end of her regularly-scheduled shift, whichever occurs first. An employee called back from standby to work her regularly-scheduled shift shall be paid her regular rate of pay for the time worked on her shift.

ARTICLE 10 – LAYOFF

Section 10.1. Definitions.

“Qualified” is defined as the ability to independently perform with the necessary skills and abilities of the position with four (4) weeks of orientation.

“Clinical groups” are as follows:

1. Staff Nurses; Diabetic Educators; Wound Care Nurses, Infection Control Nurses;
2. Social Workers;
3. Case Managers, Clinical Consultants.

“Layoff” is defined as a mandatory full or partial reduction in an employee's hours for an indefinite period of time.

“Comparable position” is defined as the same shift and number of hours.

“Displaced employee” is an employee whose position has been eliminated or reduced during a layoff or an employee who has been bumped as a result of the layoff process but whose seniority allows the employee to bump into a position.

Section 10.2 Layoff Procedure.

1. Notice and Meeting. In the event of a layoff, the Institute will give at least twenty-eight (28) calendar days written notice to the Association, Local Unit Chairperson and the affected employee(s). Upon request, the parties will meet as soon as practical following receipt of the Notice of Layoff to discuss the procedures and any possible alternatives to layoff. Any such meeting shall not delay the layoffs. The Employer shall follow the following procedure to accomplish the necessary reduction in hours.

2. Voluntary Reduction of Hours. Employees on units and shifts identified for layoff shall be offered the option of accepting reduced hours in their unit.

3. Order of Reduction and Bumping. Provided the employee, as determined by the Institute, is qualified for the applicable positions, taking into consideration the objective standards of

the employee's skills and abilities and whether the employee could be qualified with four (4) weeks of orientation, displaced employees in order of highest seniority may elect to do the following:

- a) Take a vacant comparable position within his or her clinical group;
- b) Bump the least senior employee within his or her clinical group with a comparable position;
- c) If no comparable position within his or her clinical group is available, the employee may take a vacant comparable position for which she or he is qualified or bump the least senior employee with a comparable position for which she or he is qualified;
- d) If no comparable position is available, the employee may choose to take a vacant position with fewer hours for which he or she is qualified, bump the least senior employee with fewer hours for which she or he is qualified or be laid off.

4. Transfer to Per diem Status. Employees on layoff who are qualified shall be allowed to transfer to per diem status without affecting the employee's recall rights. An offer for per diem shift shall not be considered a recall.

5. Payment of Accrued PTO. An employee was laid off shall have the right, at the time of layoff, to receive accrued PTO pay upon written request to the Institute.

Section 10.3 Recall. In the event of layoff, the names of affected employees (including those taking per diem positions or positions of less than 20 hours per week) shall be placed upon a reinstatement roster for a period of one year from the date of layoff.

Notice of recall shall be in writing to the affected employee. Recall shall be in order of seniority with the most senior employee in layoff status recalled first if qualified. Recall shall continue in order of most seniority to least seniority until all employees have been fully restored to their number of scheduled hours before layoff.

An employee shall be allowed up to 14 days to report to work after receipt of notice of recall.

Section 10.4. Forfeiture of Recall. An employee shall forfeit further recall rights by failing to respond to the Institute regarding intent to return to work within seven (7) calendar days after the date recall notice is received by certified mail to the employee's last address on record with the Institute.

Section 10.5. Seniority Date Restored. Laid off employees will have their original seniority date reinstated if rehired within twelve (12) months of layoff.

Section 10.6. Severance Pay and Insurance Benefits. Bargaining unit employees will be provided severance pay and employee medical continuation in accordance with INHS Policy Number 902, in effect as of 3-1-2018, applicable to non-bargaining unit employees. Laid-off employees may continue the Institute's insurance under applicable Institute COBRA continuation policies while on layoff.

Section 10.7. Filling Vacancies Temporarily. There shall be no obligation to post temporary vacancies (e.g. vacancies of six months or less). Temporary vacancies may be filled in the sole judgment of the Institute without regard to application for transfer or seniority.

Section 10.8. Institute Assignment of Employees. While the Institute will attempt to schedule employees consistent with preferences they have expressed, the Institute retains the right to reassign employees where necessary in the judgment of the Institute to balance experience, or training on a particular shift or where the Institute determines such action to be temporarily necessary to the maintenance of a proper level of patient care. Reassignments shall be on a same-shift basis, except in emergencies or by mutual agreement.

ARTICLE 11 – GENERAL PRINCIPLES

Section 11.1. Efficiency. The parties confirm that nothing in this agreement requires the Institute to work an employee at overtime or premium rates when another qualified employee is available to perform the work at straight-time or lower premium rates.

Section 11.2. Assignments. The Institute will attempt to distribute equitably training, work and overtime assignments. Provided, however, that employees who have missed a training, work or overtime opportunity through some misapplication of the contract will have as their remedy priority to the next training, work or overtime opportunity. As a result, the Institute will not be required to pay an employee for a missed training, work or overtime opportunity.

ARTICLE 12 – HEALTH AND WELFARE

SLRI shall review its health and welfare plans each year, and will endeavor to continue to provide competitive health and welfare plans to its employees. In the event that SLRI proposes to materially change benefits or to change premiums, SLRI shall provide the Association with ninety (90) days' notice and bargain with the Association over the proposed changes. All other terms of this Agreement shall remain in full force and effect. Changes to benefits mandated by law do not constitute material changes under this provision.

ARTICLE 13– RETIREMENT

INHS shall review its retirement plans regularly, and will endeavor to continue to provide competitive retirement plans to its employees. INHS shall retain the discretion, however, to alter those plans, if necessary, for economic reasons. INHS shall notify the Association prior to implementing any alterations, and will discuss such alterations with the Association at the Association's request. The foregoing commitment to discuss such alterations shall not diminish INHS's authority to implement them if, in its sole discretion, INHS determines that such alterations are in INHS's best interests. INHS personnel will provide the notice to the WSNA discussed above before any proposed alterations in retirement plans are presented to the INHS Board.

ARTICLE 14 – PAID TIME OFF

Section 14.1. Description. The Institute has consolidated vacation, holidays, personal leave and a portion of sick leave benefits into a Paid Time Off (PTO) program. Hours paid for Jury Duty and Bereavement Leave are not part of the PTO program.

Section 14.2. Accrual. Paid time off (PTO) is accrued for all regular part-time and full-time employees. Temporary, on-call and per diem employees do not accrue PTO. PTO accrues from date of hire, but eligible employees are entitled to use PTO only after three months of continuous service. An exception to this rule is in the event of an observed holiday, in which case PTO hours, if accumulated, may be used. If a newly hired employee has not accumulated enough PTO to be paid for the holiday, the employee may receive pay for the holiday and PTO will be deducted as it is accumulated. Full-time employees accrue PTO according to the following schedule (accruals are pro-rated for part-time employees):

Years of Service 0-4

Hours per pay period	PTO Accrual per pay period	EIB Accrual per pay period
40	3.540	1.250
48	4.248	1.500
56	4.956	1.750
64	5.664	2.000
72	6.372	2.250
80	7.080 (yearly accrual 184.08 hrs)	2.500

Years of service 5-9

Hours per pay period	PTO Accrual per pay period	EIB Accrual per pay period
40	4.310	1.250
48	5.172	1.500
56	6.034	1.750
64	6.896	2.000
72	7.758	2.250
80	8.620 (yearly accrual 224.12 hrs)	2.500

Years of service for 10+ years

Hours per pay period	PTO Accrual per pay period	EIB Accrual per pay period
40	5.080	1.250
48	6.096	1.500
56	7.112	1.750
64	8.128	2.000
72	9.144	2.250
80	10.160 (yearly accrual 264.16 hrs)	2.500

Part-time employees will accrue PTO based on the actual hours paid per pay period or approved hours, whichever is greater, not to exceed eighty (80) hours per pay period. The maximum PTO accrual rate will be 320 hours, for all employees. Accruals are computed each pay period.

Section 14.3. Scheduling. PTO requests must be in writing, and are due four times each year with the following schedule of requests and notifications:

<u>Time Frame</u>	<u>Request Due</u>	<u>Answer from SLRI Due</u>
Dec-Feb	Aug. 15	Sept. 8

March-May	Nov. 15	Dec. 8
June-Aug.	Feb. 15	March 8
Sept.-Nov.	May 15	June 8

Employees are encouraged to adhere to the foregoing deadlines. PTO schedules shall be set based upon PTO requests received by the foregoing deadlines. An employee may submit a PTO request outside of these deadlines, but such request shall be granted only if the already-established PTO schedule allows. PTO requests submitted less than two weeks prior to the start of the requested time off are discouraged and typically shall not be granted. Employees are encouraged to request partial weeks off during the seven days before and after a recognized holiday to maximize the number of staff who can take time off around a holiday. Regularly-scheduled days off before or after requested PTO time will not be automatically considered included in the request, and should be listed in the request in order to be considered by the manager.

PTO schedules shall be established at the manager’s discretion. In exercising such discretion, managers will attempt to establish vacation schedules based upon the following factors, listed in order of importance:

- a. Ability of St. Luke’s to provide optimal patient treatment.
- b. Previous “prime time” PTO requests that have been granted to the individual. (“Prime time” shall be defined as the period from June 1 through Labor Day, and the seven days before and after a recognized holiday).
- c. Special events/happenings (e.g., weddings, graduations, family reunions).
- d. Seniority.
- e. First-come, first-served for any requests received after the deadlines established above.
- f. If requested by the employee, the manager will attempt to allow the employee their regular days off before and after PTO, if consistent with SLRI needs.

Section 14.44. Payment. PTO pay shall commence on the first day of absence. PTO shall not accrue during unpaid leaves of absence or during layoffs. If an employee is discharged, resigned with proper notice or is laid off after at least three months of continuous service, the employee will be paid accrued and unused PTO, to a maximum of 320 hours. PTO hours shall be paid at the base hourly rate; differentials do not apply.

Section 14.5. Part-Time Accrual. Part-time employees shall accrue PTO based on actual hours paid per pay period or approved hours, whichever is greater, not to exceed eighty (80) hours per pay period. Disability payments are not considered “hours paid” for purposes of PTO accrual.

Section 14.6. Computation. PTO for is computed using the employee’s hourly base rate. If paid time off is used for absences protected by Washington Paid Sick Leave, employees will be paid at the regular rate of pay.

Paid time off hours will not count towards the calculation of overtime.

Section 14.7. Employees on Time Loss. If an employee is receiving time loss

compensation due to an on-the-job injury, s/he may use PTO in accordance with Institute policy. An employee receiving only time-loss compensation due to an on-the-job injury does not accrue PTO or EIB.

Section 14.8. PTO for Unscheduled Absences. Use of PTO for unscheduled absences, including approved FMLA leave, Pregnancy Leave, Domestic Violence Leave and Discretionary Medical Leave shall be in accordance with Institute policy. The first sixteen (16) hours of unscheduled absences typically shall be paid from the employee's PTO bank.

Section 14.9. Annual PTO Cashout. Bargaining unit employees shall be allowed to cash out PTO in accordance with Institute policy on the same basis as non-bargaining unit employees.

Section 14.10. Paid Time Off for Absences Protected by the Washington Paid Sick Leave Law. Paid Time Off may be taken for the following purposes and for any purpose required under law, including:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

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

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

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

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

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

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

If the need for PTO under this section is foreseeable, the employee must provide notice at

least five days, or as early as practicable, in advance of the use of paid sick leave

If the need for PTO under this section is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the nurse must provide notice to the employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so.

If the need for PTO under this section is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the nurse or his or her designee must give oral or written notice to the Employer no later than the end of the first day that the nurse takes such leave.

The Employer will not adopt or enforce any policy that counts the use of PTO under this section as an absence that may lead to or result in discipline against the employee.

The Employer will not discriminate or retaliate against an employee for his or her exercise of any rights under this section including the use of PTO.

For absences of three (3) days or less, the Employer may not require verification that an employee's use of PTO under this section is for an authorized purpose.

In no instance shall the Institute ask an employee to find a replacement as a condition of granting a PTO request.

ARTICLE 15 – EXTENDED ILLNESS BANK

Section 15.1. Description. Extended Illness Benefit is a bank of hours available to be used for unscheduled absences that last longer than sixteen hours for full-time employees, prorated for part-time employees. EIB hours will be used, in conjunction with PTO, to compensate employees for time away from work.

Section 15.2. Eligibility. Full-time, part-time employees of at least 40 hours per pay period and part-time employees of one (1) to thirty-nine (39) hours per pay period who have chosen benefits are eligible. Temporary, on-call and per diem employees do not accrue EIB.

While EIB begins to accrue from date of hire, eligible employees are entitled to use accrued paid EIB only after three (3) months of service.

Section 15.3. Use of EIB. EIB may be used after the first sixteen (16) hours of an unscheduled absence, or when on a qualified leave of absence (the first sixteen (16) hours shall be paid from the employee's PTO bank). For part-time employees, the number of hours will be prorated, based on the employee's approved hours.

EIB may only be used for the following situations:

- a. Employee's illness, injury, or temporary medical disability.
- b. Absences to care for the employee's child, spouse, registered domestic partner, parent, parent-in-law or grandparent who has either a serious health condition or an emergency situation, as allowed under the Washington Family Care Act.
- c. For approved leaves to care for the employee's children, spouse or parent with a

serious health condition under the Family and Medical Leave Act.

d. If the employee is a victim of domestic violence, sexual assault or stalking to take care of legal or law enforcement needs or get medical treatment, social services assistance or mental-health counseling. In addition, family members of a victim may also take reasonable leave to help the victim obtain treatment or seek help. Family members are defined as child, spouse, parent, parent-in-law, grandparent or person the employee is dating.

e. Other circumstances required by applicable law.

f. EIB may be used immediately upon hospitalization of the employee, or the employee's minor child, spouse or parent.

NOTE: If an employee returns from EIB/PTO used for illness and must be absent again within five (5) calendar days of the first occurrence for the same condition, the employee may access EIB pay as if the condition had resulted in consecutive absences. This provision shall apply no more than once per episode of illness.

Section 15.4 Use of EIB for Absences Protected by the Washington Paid Sick Leave Law. EIB may be taken for the following purposes and for any purpose required under law, including:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

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

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

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

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

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

(c) A spouse;

(d) A registered domestic partner;

- (e) A grandparent;
- (f) A grandchild; or
- (g) A sibling.

If the need for EIB under this section is foreseeable, the employee must provide notice at least five days, or as early as practicable, in advance of the use of paid sick leave

If the need for EIB under this section is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the nurse must provide notice to the employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so.

If the need for EIB under this section is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the nurse or his or her designee must give oral or written notice to the Employer no later than the end of the first day that the nurse takes such leave.

The Employer will not adopt or enforce any policy that counts the use of EIB under this section as an absence that may lead to or result in discipline against the employee.

The Employer will not discriminate or retaliate against an employee for his or her exercise of any rights under this section including the use of EIB.

For absences of three (3) days or less, the Employer may not require verification that an employee's use of EIB under this section is for an authorized purpose.

In no instance shall the Institute ask an employee to find a replacement as a condition of granting a EIB request.

Section 15.5. EIB Use During Intermittent Qualified Leave of Absence. Employees on an intermittent qualified leave of absence will be allowed to utilize EIB after the first sixteen (16) hours of leave (pro-rated for part-time employees). During the intermittent qualified leave of absence, employees will not be subjected to repeat any initial required use of PTO when intermittently utilizing their EIB.

Section 15.6. No Pay-Out at Termination. EIB is provided by the Institute solely in the nature of insurance against loss of income due to illness or injury, or one of the other reasons stated in Section 3, above. Accordingly, no compensation for accrued EIB shall be provided for any employee upon termination of employment.

Section 15.7. Accrual. Employees on an approved leave of absence will accrue EIB as long as they are being paid. Hours are prorated based on hours paid. EIB does not accrue while an employee is on unpaid status. Employees do not accrue EIB while they are receiving disability payments.

Hours per pay period	EIB Accrual per pay period
40	1.250
48	1.500
56	1.750

64	2.000
72	2.250
80	2.500

EIB accrues for part-time employees on a pro-rated basis with the following provisions:

1. Part-time employees absent because of sickness shall receive pay for the number of hours they were scheduled to work that day provided their PTO/EIB accrual is sufficient to pay that number of hours.
2. Part-time employees will accrue EIB based on the relationship between the higher of their approved hours or hours worked per pay period (not to exceed 2.5 hours per pay period).

EIB accrues to a maximum of 720 hours.

Section 15.8. Required Notice. An employee must report an illness to her supervisor and the staffing office as soon as it is known that he/she is unable to work. At least two (2) hours' notice (three (3) hours for evening and night shifts) prior to the start of the scheduled shift must be given. Failure to provide adequate notice may result in non-payment of PTO/EIB for the unscheduled absence. This requirement may be waived by the Nurse Manager, in her discretion, in extraordinary circumstances.

Section 15.9. Proof of Illness. The Institute may require that an employee claiming PTO/EIB pay submit a doctor's statement as proof of the employee's or covered family member's illness. The Institute will be more likely to require medical proof of the employee's or covered family member's illness where there is a pattern of PTO/EIB use that causes concern regarding the legitimacy of the PTO/EIB use, such as a pattern of use in conjunction with holidays, vacations, and weekends. If medical certification is requested but not provided, the time may be unpaid, and the employee may be subject to progressive discipline.

Section 15.10. Payment of EIB. EIB is paid at the base hourly rate. EIB used for absences protected by the Washington Paid Sick Leave Law, shall be paid at the regular rate of pay. It may be taken in units of no smaller than fifteen minutes. A full day's absence will use the number of PTO/EIB hours that normally would have been worked (e.g., eight (8) hours for eight (8) hour shifts, twelve (12) hours for twelve (12) hour shifts).

If an employee is receiving time loss compensation due to an on-the-job injury, s/he may be paid out of EIB, without first using PTO, if the employee has missed days for which s/he does not receive time loss compensation. Employees do not accrue EIB if the employee is receiving only time-loss payments.

Paid EIB hours will not count towards the calculation of overtime.

Section 15.11. Grandfathered Sick Leave. When Vacation and Sick Leave were converted to PTO and EIB, employees who had sick hours in excess of 720 had these hours placed into a "grandfather bank." These hours will be utilized when the employee takes time off per the Extended Illness Bank policy.

Hours will not accrue in the Extended Illness Bank until the employee has exhausted the

hours in their grandfather bank and the hours in their EIB are less than 720.

The sick leave grandfather bank will not expire.

ARTICLE 16 – LEAVES OF ABSENCE

Section 16.1. Family and Medical Leave.

A. General. The Institute recognizes there may be occasions when employees have the need to take extended time off from work. It is the policy of the Institute that employees may request a leave of absence (LOA). The LOA may be granted if the employee meets eligibility requirements.

B. Family and Medical Leave – Under the Family and Medical Leave Act. Where state law exceeds the requirements of the Family and Medical Leave Act, the Institute will comply. Family and Medical leave may be taken for the following reasons:

1. The employee is unable to perform the functions of his/her position due to a serious health condition, as defined by law.
2. The birth of the employee's own son or daughter and/or in order to care for that son or daughter; such leave must be taken within twelve (12) months of birth.
3. Placement of a son or daughter with the employee for adoption or foster care; such leave must be taken within twelve (12) months of placement.
4. The employee's spouse, son, daughter or parent has a serious health condition and the employee is needed to attend to basic needs during periods of in-patient care, home care, or medical treatment.
5. Leaves for serious health conditions for the employee's own serious health condition or to care for spouse, son, daughter, or parent may be taken on an intermittent basis (not all at one time) when medically necessary and with prior approval. When a request for intermittent leave is made due to a serious health condition, the employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the Institute operations.
6. Any other reason as required by law.
7. The definition of a "family member" for Family and Medical Leave coverage (FMLA) excludes: domestic partners, either same-sex partners or opposite sex partners not recognized as spouses; parents-in-law, grandparents, brothers, and sisters; children, age 18 or over, who are not disabled.

C. Eligibility. The employee must have been employed by the Institute for at least twelve (12) months and have worked at least 1,250 hours during the preceding twelve (12) months.

D. Notice Required. Leaves should be requested thirty (30) calendar days in advance where the need for leave is foreseeable, or as soon as possible if not foreseeable.

E. Length of FMLA Leave. Eligible employees may take up to twelve (12) workweeks of unpaid leave within a twelve (12) month period beginning with the employee's first use of

FMLA and measured on a rolling twelve-month period forward (up to 26 weeks for Service Member FMLA). If the employee and spouse are both employed by the Institute, the combined leave for both employees is twelve (12) workweeks of leave during any twelve (12) month period for care of parent or child.

F. Use of Paid/Unpaid Leave. The employee will be required to exhaust all available paid leave, both PTO and EIB, for which they would be eligible as part of his/her Family and Medical leave. This time must be exhausted before unpaid time begins, and runs concurrently with the start of Family and Medical Leave. Leave accruals must not be used intermittently unless on intermittent FMLA. All time off taken for an FMLA-covered reason will count against an employee's FMLA entitlement, whether the employee was also on paid leave or not.

G. Reemployment Following FMLA Leave. In cases of personal medical leave for an employee's own serious health condition, in order to be eligible for restoration to the employee's previous position or to an equivalent position under the Family and Medical Leave Act, the employee will be required to present a medical certification from the attending physician stating he/she is able to resume normal duties.

The Institute will attempt to accommodate employees who are released to return to work with restriction to the extent that jobs are vacant for which they are qualified. If, due to such restrictions, an employee is placed in a job other than former job, employee will receive the normal compensation and benefits for the new job. An employee who refuses an offer of reinstatement or reemployment will be considered a voluntary resignation. Except as expressly required by applicable law, an employee who cannot or does not return to work at the expiration of a leave of absence (or any extension) will be considered a voluntary resignation.

H. Benefit Continuation During FMLA Leave. During FMLA, the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as if on active work status. If the employee is taking unpaid leave, he/she must pay the same level of benefit contribution as if on active status.

Section 16.2. Personal Leave.

A. General. The Institute recognizes there may be occasions when employees have the need to take extended time off from work. It is the policy of the Institute that employees may request a leave of absence (LOA) for reasons that do not qualify for any other type of leave available. The LOA may be granted, in the Institute's sole discretion, if the employee meets eligibility requirements.

B. Eligibility. Employees on regular status who have completed at least one year of continuous service may be considered for Personal Leave.

C. Notice Required. The employee must complete a "Request for Leave of Absence" form. Written notice to request a personal leave must be given to the supervisor for approval thirty (30) calendar days in advance, or as soon as possible.

D. Length of Personal Leave. A Personal Leave of absence may be granted to cover an absence of more than five (5) days and may extend to a maximum of twelve (12) weeks. Leaves beyond thirty (30) calendar days must have the approval of the division head and the Human Resources Director. No more than twelve (12) weeks may be used in any three (3) year period measured forward from the first day of a personal leave.

E. Use of Paid/Unpaid Leave. The employee will be required to use all available PTO.

This time must be exhausted before unpaid time begins.

F. Reemployment Following Personal Leave. The Institute will attempt to place the employee in the same or a comparable position when he/she returns from a Personal Leave of absence; however, the Institute cannot guarantee the same position vacated or hold a position for the employee while he/she is on a Personal Leave.

G. Benefit Continuation During Personal Leave. During paid leave, the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as while on active work status. If the employee is taking unpaid leave, he/she may purchase health benefits under COBRA, if eligible.

Section 16.3. Unpaid Educational Leave.

A. General. The Institute recognizes there may be occasions when employees have the need to take extended time off from work for educational purposes. It is the policy of the Institute that employees may request an educational leave of absence (LOA). The LOA may be granted, in the Institute's sole discretion, if the employee meets eligibility requirements.

B. Eligibility. An employee must be on regular status and have worked at least one (1) year of continuous service. This leave may be applied when an employee wishes to further his/her education and the Institute determines it to be of value to both the employee and the Institute.

C. Notice Required. Written notice to request an educational leave must be given to the supervisor for approval thirty (30) calendar days in advance. Documentation from an accredited institution verifying the employee's attendance may be required.

D. Length of Educational Leave. There is a maximum of twelve (12) months Educational Leave during an employee's employment with the Institute.

E. Use of Paid/Unpaid Leave. The employee will be required to exhaust all available PTO. This time must be exhausted before unpaid time begins.

F. Reemployment Following Educational Leave. The Institute will attempt to place the employee in the same or a comparable position when he/she returns from an Educational Leave of absence; however, the Institute cannot guarantee the same position vacated or hold a position for the employee while he/she is on an Educational Leave.

G. Benefit Continuation During Educational Leave. During paid leave, the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as if on active work status. If the employee is taking unpaid leave, he/she may purchase health benefits under COBRA, if eligible.

Section 16.4. Military Leave. The Institute will grant military leave in accordance with the law.

Section 16.5. Pregnancy-Related Absences. Leaves for pregnancy-related absences will be granted in accordance with state law. Such leaves will run concurrently with FMLA leave to the extent permitted by law.

Section 16.6. Bereavement Leave. Employees are eligible for up to 24 hours with pay to make arrangements for and to attend the funeral of a member of the immediate family. If the employee must travel over 250 miles to attend the funeral, a total of up to 40 hours of bereavement pay may be available. Regularly scheduled and benefited part-time employees will receive funeral leave pay prorated according to budgeted hours. For purposes of this policy, immediate family members include spouse or domestic partner, children, grandchildren, siblings, parents, grandparents or current spouses' parents or grandparents. This policy also includes parents-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and any family members listed above that are "step" relatives.

Section 16.7. Leave of Absence Procedures. The Institute shall have the right to establish procedures for all leaves of absence. Such procedures must be in accordance with the law and not in conflict with this Agreement.

Section 16.8. Witness or Jury Duty. Leave for witness or jury duty shall be provided in

accordance with the Personnel Manual.

ARTICLE 17 – COMMITTEES

Section 17.1. Clinical Nurse Practice Committee.

A. Definition. The Clinical Nurse Practice Committee (CNPC) is a committee which empowers and mentors staff nurses to contribute collaboratively on decision-making related to nursing standards, procedures and professional practice.

B. Policy. The CNPC shall operate as determined by Institute policy. The policy can be revised at any time by the Institute, provided however, that the Institute may not discontinue the CNPC, the CNPC shall meet monthly, the CNPC shall make recommendations to the Nursing Council. The CNPC shall establish its own procedures for allowing invited guests to attend CNPC meetings.

C. Exclusion. The CNPC shall refrain from discussing any matters which are the subjects of a pending grievance.

D. Structure. Members of the CNPC shall be staff nurses who have expressed interest and are selected for participation by the Nurse Executive with input from the Association. Ideally, the parties recognize that there should be at least one person from each of the inpatient units, provided however, that failing to meet this ideal will not prevent the CNPC from operating. Members will receive their regular rate of pay for time in attendance at a scheduled meeting of the CNPC, including any meeting of a subcommittee of the CNPC approved in advance by the Nurse Executive.

Section 17.2. Labor/Management Committee.

A. Definition. The Labor/Management Committee is a committee designed to enhance collaboration between the Institute and the Association. The Committee will meet and discuss issues of mutual interest, such as employees' working conditions, but shall not be empowered to alter any express terms of this Agreement.

B. Structure. The Labor/Management Committee shall be made up of two members of Institute Management, one of which must be the HR Director, and three members of the Association. Members will receive their regular rate of pay for time in attendance at a scheduled meeting of the Labor/Management Committee. The parties agree that the WSNA representative may attend Labor/Management Committee meetings.

C. Schedule of Meetings. The Labor/Management Committee shall meet at least four times per year, at times to be designated by the Committee, but may meet more often if agreed by all members of the Committee. Any member of the Committee may propose agenda items. Such proposals will be made to the Chief Nurse Executive at least one week prior to any scheduled Committee meeting.

D. Relationship to Grievance Procedure. Discussion of an issue by the Labor/Management Committee shall not extend the timelines for filing and processing grievances provided in Article 14 of this Agreement, except by written agreement between the Association and the Institute.

E. FMCS Training. The parties agree to utilize free FMCS training in an effort to enhance the effectiveness of the Labor/Management Committee, upon mutual agreement.

Section 17.3. Safety Committee. The parties recognize that the Institute has a long-standing Safety Committee in operation, and that the infection control nurse will continue to be on the Institute's Safety Committee. The parties further agree that the minutes from the Safety Committee meetings will be posted on the Safety Bulletin Board.

Section 17.4. Staffing Committee.

- A. Responsibilities. The Nurse Staffing Committee ("NSC") shall be responsible for determining the Institute's staffing plan and resolving complaints raised by nurses regarding the implementation of the plan as well as those activities required of it under RCW 70.41, et seq and its successors.
- B. Structure. At least one half of the members of the NSC shall be nurses from the bargaining unit from each patient care area of SLRI. The NSC shall have management/bargaining unit nurse Co-Chairs.
- C. Schedule. The NSC will hold meetings at least monthly, unless otherwise mutually agreed. All members of the NSC will be provided agendas, relevant data and minutes at least one week in advance of each meeting. A WSNA staff representative may attend the meetings held by the NSC. NSC committee member(s) may request additional relevant information/data as it relates to staffing and patient care/outcomes in order to make recommendations to SLRI.
- D. Recommendations. The NSC will produce SLRI's annual nurse staffing plan. A copy of the staffing plan will be provided to the Association upon request. If the staffing plan is not adopted by SLRI, SLRI shall provide a written explanation to the NSC of the reasons why the plan was not adopted by SLRI, and an alternate staffing plan. Upon request, the Association will be provided a copy of any such explanation and alternate staffing plan.
- E. Amendments. At least 30 days prior to revising or amending an existing staffing plan, SLRI will notify the NSC of its intent along with a copy of the proposed revision or amendment. The NSC will meet to consider the proposed revision or amendment and, if deemed necessary, offer proposed changes. SLRI may adopt the proposed changes and/or provide a written explanation to the NSC of any decision not to adopt the proposed changes. Upon request, the Association will be provided a copy of any proposed revisions/amendments, NSC proposed changes and, if applicable, SLRI's written explanation(s) regarding a decision not to adopt the proposed changes.
- F. Reporting. A nurse who believes that SLRI's staffing practice does not comply with the existing staffing plan or who objects to a particular shift-to-shift variation may file a complaint with the NSC. SLRI will not retaliate and/or discriminate against any nurse for making a report or complaint to the NSC. The NSC will consider all received complaints and will document its response. Resolution/responses will be determined in accordance with any voting procedures adopted by the NSC. Upon request, the Association will be provided a copy of complaints made to the NSC and the NSC's response.

ARTICLE 18 – PROFESSIONAL DEVELOPMENT

Section 18.1. Evaluations. The Institute shall provide a performance review to a nurse at the end of the probationary period and at least annually thereafter. A nurse may supplement the evaluation process with his/her own statement.

Section 18.2. Inservices and Paid Educational Leave at the Institute’s request. The Institute recognizes that the availability of continuing educational opportunities for its employees is essential to assure quality patient care. To the extent reasonably possible, employees will be granted time while on duty to attend appropriate in-service training programs and seminars offered by the Institute when related to their job. Employees will be paid their regular rate of pay (including overtime, if applicable) to attend required or mandatory in-service training programs if not on duty at the time of the training program. It is the employee’s responsibility to notify her manager if she plans to attend a mandatory in-service during off-duty time, and such time must be pre-approved by the manager. Where Institute leadership determines that new or modified equipment requires additional in-service training for appropriate nursing practice, appropriate training will be prepared. Notices announcing such required training will be posted, and nurses will be expected to have completed such training prior to using the new or modified equipment, and will not be required to use the new or modified equipment prior to completing such training. Employees who fail to attend mandatory in-service training may be subject to discipline.

Section 18.3. Paid Education leave at the Employee’s Request. After one year of continuous employment with the Institute, a leave of absence with pay for attending job related professional or educational meetings will be granted for full and part time employees regularly scheduled 20 hours or more per week, provided such leave will be subject to the scheduling requirements of the Institute. The Institute has discretion to determine what professional or educational meetings will be considered “job related”. For purposes of this section, any activities pertaining to collective bargaining and/or the administration of this agreement are excluded. Employees are not eligible for paid educational leave for hours which result in overtime. Such leave shall be granted as follows:

	Regularly scheduled hours per week		
	20-29 hours	30-35 hours	36-40 hours
1-5 years continuous service: Paid hours per year	4 hours	6 hours	8 hours
6-10 years continuous service: Paid hours per year	6 hours	8 hours	10 hours
11+ years continuous service: Paid hours per year	8 hours	10 hours	12 hours

The employee may use educational leave equal to or less than the number of work hours otherwise scheduled for the day of educational leave. However, if the employee opts to use the educational leave for less than the number of work hours otherwise scheduled, the difference must be taken as PTO hours or the employee shall work the remaining scheduled hours for which paid leave is not taken. The total hours used per year may not exceed the maximum allowed.

Section 18.4. Tuition Reimbursement. The Institute will reimburse eligible nurses the tuition for pre-approved educational programs according to Institute policy. It is understood that continuation of the tuition reimbursement policy is subject to the financial condition of the Institute as

evaluated by management.

Section 18.5. Certifications. The Institute shall reimburse employees for the first exam fee related to obtaining specialty certification in their area as defined in articles 4 and 5. If the employee fails the first exam, the Institute will not pay for retesting. A paid education day may be used by an employee for taking a recognized certification examination.

ARTICLE 19 – DISCIPLINE AND DISCHARGE

Section 19.1. Just Cause. No employee shall be disciplined or discharged without just cause. A non-probationary employee who feels she has been suspended, disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure. Verbal coaching or counseling (as distinct from a written warning), performance improvement plans, and review of performance expectations or evaluations shall not constitute discipline. Failure to improve performance following any of these actions, however, may lead to discipline, up to and including discharge.

Section 19.2. Progressive Discipline. The parties agree that discipline generally should be progressive in nature, according to the following pattern: written warning, suspension, discharge. Written warnings and suspensions expire after 24 months and may not be used to issue further progressive discipline. Such warnings and suspensions, however, will remain part of the employee's overall employment record, and will remain in the employee's personnel file. The parties agree that the particular discipline given will depend on the seriousness of the offense, and that an employee may be suspended or discharged for a first offense if the type of the offense so warrants.

Section 19.3. Due Process. In the event the Institute believes that a nurse may be subject to discipline and determines that an investigatory interview will take place, the following procedural due process shall be followed:

- a. The Institute will verbally notify the employee in advance of the general topic(s) of the interview that may subject her to discipline, and the date and time of the investigatory interview.
- b. During the interview, the employee will be given an opportunity to explain the employee's position regarding the matter(s) under investigation.
- c. At the employee's request, the employee may be accompanied by an available fellow nurse or an available representative of the Association at the informal investigatory meeting. It is the responsibility of the nurse to arrange the appearance of the nurse's representative at the investigatory meeting.
- d. If the Institute believes it has reason to counsel or otherwise discipline a nurse, reasonable and appropriate effort will be made to accomplish this in a manner that will not embarrass the nurse in front of other employees or the public.

It is understood that this due process standard is focused on investigatory interviews with an employee who may be subject to discipline as a result of the interview. It does not apply to preliminary conversations that later leads to an investigatory interview, or to interviews with witnesses. . If an employee has a reasonable belief that discipline may result for that employee from what she says in a preliminary conversation, she may request union representation.

Section 19.4. Personnel Files. Employees' personnel files shall be maintained in the Human Resources Department. Upon the request of an employee in writing to the Human Resources Department, information in the employee's personnel file will be made available for inspection by the employee, with the exception of reference verifications. Copies of progressive discipline, performance improvement plans, and written performance evaluations shall be maintained in the employee's personnel file. The Institute will continue its practice of giving a copy of each progressive discipline notice, and performance improvement plan to the affected employee, and will continue its practice of allowing employees to make written comments on disciplinary notices, performance improvement plans, and performance evaluations. Copies of performance evaluations will be provided to the affected employee upon request.

ARTICLE 20 – GRIEVANCE PROCEDURE

Section 20.1. Purpose of Grievance Procedure. The grievance procedure as set forth herein shall serve as a means for the peaceful and equitable settlement of all disputes arising between the parties concerning the interpretation or application of this Agreement. A grievance shall be defined as a claim by a non-probationary employee that the Institute has violated a specific provision of this Agreement. A probationary nurse may grieve a pay claim but not other matters. A grievance shall be considered at the lowest level possible.

While more than one employee may initiate and pursue a grievance under this contract, the grievance procedure is not available for class action grievances. The Association may file a grievance on behalf of more than one employee, if all are affected by the same action of the Institute, but in order to have the Institute consider such "group grievances," the Association must identify all affected employees and the requested remedy for each affected employee at the time the grievance is filed.

Section 20.2. Informal Resolution. It is the intent of the Institute and the WSNA that issues pertaining to the interpretation or application of this Agreement be resolved informally between the employee and her immediate supervisor whenever possible. In the event that the issue cannot be resolved informally, it shall be processed in accordance with the following procedure, except that the parties may agree to move the grievance directly to the step with the management representative with authority to resolve the issue. If mutually agreeable to the parties, mediation may be utilized to resolve the grievance.

Section 20.3. Modification to Grievance Procedure. The time periods in the grievance process may be shortened or extended only by mutual written agreement. Informal attempts to resolve the grievance shall not extend any time limitations specified in this grievance procedure, except by mutual written agreement between the parties.

Section 20.4. Time Limitations. If the grievant or the Association does not comply with the time limitations specified in this grievance procedure, the grievance shall be time barred. If the Institute does not comply with the time limitations specified in this grievance procedure, the grievant shall have the right to proceed to the next step of the grievance procedure. The grievant has no obligation, however, to advance a grievance to the next step until a response is received from the Institute. The Institute may, in its discretion, elect to consider a grievance that is time-barred. Consideration of a time-barred grievance shall not be deemed a waiver of time limitations related to any other grievance. An arbitrator shall have no jurisdiction to consider a time-barred grievance, unless the

Institute has agreed, in writing, to allow the time-barred grievance to be submitted to arbitration.

Section 20.5. Withdrawal from Grievance Procedure. An aggrieved party may withdraw further consideration of a grievance at any level.

Section 20.6. Steps of Grievance Procedure. The following levels of grievance are available to the parties:

a. Step One. An employee shall discuss the grievance with her Manager in an effort to resolve the matter informally. The employee may have the Local Unit Officer present for this discussion, if desired. If not resolved informally, the employee shall present the grievance to her Manager, in writing, specifying the section or sections of the Agreement which have allegedly been violated, and the remedy requested. Such written grievance must be presented within fourteen (14) calendar days of the time the employee knew or reasonably should have known of the occurrence of the matter. Grievances regarding appropriate pay are understood to arise on the pay day for the event in question. The Step One process shall include an investigatory meeting among the grievant (and her representative, if requested) and the Manager, which shall take place within 14 calendar days of receipt of the grievance. The Manager shall respond in writing within 14 calendar days of the investigatory meeting.

b. Step Two. If the employee remains dissatisfied with the Institute's response at Step One, the employee may advance the grievance to Step Two, in writing, within seven calendar days of receipt of the Step One response. Step Two grievances shall be presented to the Nurse Executive, or designee. The Step Two process shall include an investigatory meeting between the grievant (and her representative, if requested) and the Nurse Executive, or designee. The Nurse Executive, or designee, will issue her response within the later of 14 calendar days of receipt of the appeal or any investigatory meeting scheduled at this Step Two.

c. Step Three. If the employee remains dissatisfied with the Institute's response at Step Two, the employee may advance the grievance to Step Three, in writing, within seven (7) calendar days of the Institute's response at Step Two. To advance the grievance to Step Three, the employee shall file a written copy of the grievance with a request for a meeting with St. Luke's Administrator, or designee. A meeting shall take place within 14 calendar days from the date the appeal is received by the Administrator. The WSNA representative may be present at the meeting, if requested by the employee. The Administrator or designee shall have 14 calendar days from the date of the meeting to submit an answer in writing to the aggrieved party.

Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the WSNA may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days of the Institute's response. Within ten (10) calendar days of the notification to the Institute that the dispute is submitted for arbitration, the WSNA shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike first shall be determined by coin toss. Nothing in this provision shall be construed to prevent the parties from mutually agreeing on an arbitrator, with preference being given to neutral third parties from Eastern Washington.

A decision of the arbitrator within the scope of this Agreement shall be final and binding on all parties. The fees and expenses of the arbitrator shall be divided equally between the parties. Incidental costs such as the place for arbitration and transcript of testimony also shall be divided equally. Each party shall be responsible for its own expenses including the time of any witnesses and attorney fees, if any. The arbitrator shall have no authority to add to, delete from disregard, or alter any of the provisions of this Agreement and shall confine the decision to the terms of this Agreement.

Disputes concerning benefits or pay shall be considered as of the time the grievance first became known, or reasonably should have become known to the grievant, and shall not be treated as continuing violations for purposes of compensation or the time limits specified herein, provided that the arbitrator shall have authority to remedy a continuing violation prospectively only.

Section 20.7. Grievance Representatives. It is the responsibility of the grievant desiring representation to arrange the appearance of her representative.

ARTICLE 21 – NO STRIKE, NO LOCKOUT

Section 21.1. No Strike. It is recognized that the Institute 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 Institute and the Association. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, sympathy strike, informational or other picketing, or slowdown, or any other restrictions of work, during the term of this contract. Employees, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Institute against any employee or employees, selectively or as a group, engaged in a violation of this article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Institute. The Institute will notify the Association in writing if nurses engage in such activity.

Section 21.2. Lockout. There shall be no lockout of employees during the life of this agreement. The layoff of employees covered by this Agreement for any economic reason shall not be construed to be a lockout for purposes of this Agreement.

ARTICLE 22 – ASSOCIATION BUSINESS

Section 22.1. Association Access to Institute. Without interrupting normal Institute work and patient care routine, duly authorized representatives of the Association shall be permitted at reasonable times to enter the facilities operated by the Institute for the purposes of transacting Association business and observing conditions under which bargaining unit employees are employed, provided reasonable notice is provided to Human Resources. Reasonableness of the required notice shall depend upon the circumstances. It is understood that Association business will be conducted outside patient care areas, except where the WSNA representative needs to observe activity in a patient care area.

Section 22.2. Bulletin Boards. The Institute will make three bulletin board spaces available in nonpublic areas of the Institute for the posting of meeting notices and other work-related information of interest to members of the bargaining unit (one bulletin board shall be in SCI, one in TBI, and one in CVA). A copy of such notices shall be sent to the Human Resources Department at the time of posting.

Section 22.3. Association Negotiating Team. Where the Institute has received appropriate advance notice, the Institute shall reasonably attempt to assist members of the WSNA Negotiating Team to be relieved of patient care duties to attend contract negotiation meetings. Members of the team shall notify management of the need for such relief as early as possible. Time spent on contract negotiations by employees is understood not to be time worked for or compensated by the Institute, unless otherwise agreed between the parties, in writing.

Section 22.4. Association Business. Employees shall not conduct Association business in patient care areas nor during hours of work excluding lunch and break periods taken in non-patient care areas, unless by mutual agreement of management. For grievance purposes only, the Local Unit Chairperson may contact an employee during the employee's work time, but only for purposes of scheduling an off-duty time to meet to discuss the grievance.

Section 22.5. Local Unit Chairperson and Grievance Representatives. Employees may be selected by the Association to act as Association representatives in the grievance process. The names of the employees selected as Local Unit Chairperson and grievance representatives, and the names of other Association representatives who may represent employees, shall be identified in writing to the Institute by the Association. Time spent by Association representatives on Association business is understood not to be time worked for or compensated by the Institute.

ARTICLE 23 – SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that if any provision of this Agreement shall be declared invalid or otherwise become unlawful, the parties shall enter into negotiations to attempt to reach a mutually satisfactory replacement for the unlawful provision(s).

ARTICLE 24 – COMPLETE AGREEMENT

The parties recognize that this is the complete agreement between the parties for purposes of employees' wages, hours, benefits and working conditions, and that employees' rights in these areas shall be limited to the express terms of this Agreement. The INHS Personnel Manual shall not apply unless specifically referenced herein.

Any provision of this Agreement may not be amended, modified or supplemented at any time, except by mutual consent of the Institute and the Association, in writing and signed by both parties. Such modifications shall be limited to the specific provision(s) involved and will not affect any other provisions of this Agreement.

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

ARTICLE 25 – MANAGEMENT RIGHTS

Section 25.1. The Institute retains all the customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Institute or any part of it. The Institute retains all

power and authority not specifically abridged, delegated, or modified by a specific provision of this

contract and such retained rights and prerogatives include, but are not limited to, the right and prerogative to:

- a. Direct employees.
- b. Adopt and/or modify reasonable work rules and policies, including attendance and drug testing policies, so long as such rules and policies are not in conflict with any express provisions of this Agreement.
- c. Hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. Relieve employees from duties because of lack of work or other legitimate reason related to operation of the Institute, patient census, or any other business reason.
- e. Maintain the efficiency of Institute operations.
- f. Determine the methods, means and personnel by which operations are to be conducted
- g. Take appropriate action as necessary to carry out the mission of the Institute.
- h. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
- i. Require reasonable amounts of overtime, in accordance with state law.
- j. Determine the need for, and assign employees to, educational and training programs, on-the-job training, and other educational activities.
- k. Determine the qualifications for all positions within the bargaining unit.
- l. To determine issues related to long-range planning, the application of Institute capital and other resources, including the right to liquidate, merge, or transfer such resources as the Board of Directors may determine.
- m. The right to contract or subcontract any or all Institute function or functions.
- n. The right to use temporary and agency nurses to perform duties also performed by nurses covered by this Agreement.

Section 25.2. All rights not expressly contracted away by a specific provision of this Agreement are solely retained by the Institute. The failure of the Institute to exercise any function, power, or right reserved or retained by it, shall not be deemed to be a waiver of that right of the Institute to exercise said power, function, authority or right at a future date, or to preclude the Institute from exercising same, so long as it does not conflict with any express provision of this Agreement. All of those rights of management specified above or usually and customarily vested in management may not be ignored or impaired even if the parties agree to submit a dispute to arbitration.

Section 25.3. Staffing. The Association acknowledges that staffing levels and staff mix

ratios are decisions reserved exclusively to management, with input from the Staffing Committee. The parties agree to cooperate in an effort to insure an appropriate relationship between patient care needs and staffing levels. In the event a nursing unit should undergo significant changes in the RN role/responsibilities, the RN's involved, and the Local Unit Chairperson, if desired, will be included in a collaborative review with management to provide input regarding those changes prior to implementation. An employee questioning the level or composition of staffing on her unit shall communicate this concern to her immediate supervisor. Additionally, the employee may use an Assignment Despite Objection (ADO) form to document the situation, a copy to be given to the supervisor and local unit chairperson. Such forms are appropriate topics for discussion in the Staffing Committee and/or the Labor/Management Committee.

ARTICLE 26 – WAGES

Section 26.1. Hourly Rates. Wage scales setting forth the hourly rates for each position included in the bargaining unit are set forth in Appendix A, attached. These wage scales constitute the minimum permissible hourly rates for each position in the bargaining unit.

Section 26.2. Step Advancement. The parties agree that employees will be eligible to advance to the next step on the relevant scale on the employee's anniversary date. In order to advance to the next step, the employee must receive a score of 1.0 or higher on every category of the employee's annual evaluation. If the employee does not receive a score of 1.0 or higher on every category of her annual evaluation, she shall be placed on a Performance Improvement Plan (PIP) for 90 calendar days. If the employee successfully completes her PIP, she shall advance to the next step at the end of the 90 calendar-day period. If she does not successfully complete her PIP, she will remain at her current step.

Section 26.3. Dispute Resolution. If an employee does not agree with the conclusion that she is ineligible to advance to the next step under Section 3, above (either as a result of her annual performance evaluation, or as a result of not successfully completing her PIP), she may file a grievance under Article 16 of this Agreement. Such grievances, however, may be processed only through step 3 of the grievance procedure. Under no circumstances may such grievances be submitted to arbitration.

Section 26.4. Across-the-Board Adjustment to Wage Scales. [SEE APPENDIX "A"]

Section 26.5. Market Adjustments to Wage Scales. The parties agree that nothing in this Agreement prohibits the Institute from making adjustments to any or all wage scales provided for in this Agreement, in its discretion, in accordance with the local labor market. In the event the Institute decides to make such a market adjustment, it will notify the Association, in writing. The Association will have two weeks to provide comment on the market adjustment prior to implementation. Such comment must be in writing.

Section 6. Red-Circled Employees. As a result of the parties' agreement regarding on which step to place current employees in the wage scales, in certain cases, the step rate for the step on which an employee was placed was less than their current wage rate. Those employees were either red-circled at their current rate, or, if not at their current rate, at a rate above the step rate for the step on which they were placed. These red-circled employees shall be eligible to advance to the next step as described in Section 3, above, in the same manner as non-red-circled employees. Red-circled employees, however, will only receive a step wage increase when the step rate for the step to which they advance exceeds their red-circled wage rate (in other words, they will receive the greater of the applicable step rate or their red-circled rate). When the applicable step rate exceeds their red-circled rate, the employee will begin to receive the applicable step rate, and will no longer be considered red-circled. The parties agree that red-circled employees will be eligible to receive the annual across-the-board adjustment described in Section 5, above.

ARTICLE 27 – DURATION AND TERMINATION

Section 27.1. This Agreement will remain in full force and effect through March 31, 2021.

Section 27.2. Should either party wish to modify or amend any provision of this Agreement or to terminate said Agreement, notice of desire to modify, amend or terminate the Agreement shall be given by certified mail to the other party not more than 120 days nor less than 90 days prior to March 31, 2021.

Section 27.3. Both parties of this Agreement specifically waive their rights to negotiate any matter not enumerated by this Agreement for the term of this Agreement, except as negotiations leading to a successor Agreement. Both parties, however, may mutually agree to bargain on any issue during the term of this Agreement.

WASHINGTON STATE
NURSES ASSOCIATION

By: Michael A. Sanderson
Mike Sanderson
General Counsel for WSNA

Date: 11/13/18

By: Linda M Spurgeon
Linda Spurgeon, RN

Date: 11-5-18

By: Fran Castillo
Fran Castillo, RN

Date: 11/6/18

By: Jonelle Polley
Jonelle Polley, RN

Date: 1/6/18

By: Jaclyn Perkins
Jaclyn Perkins
WSNA Nurse Representative

Date: 11/6/18

ST. LUKE'S
REHABILITATION INSTITUTE

By: Stacia Franz
Stacia Franz
Human Resources Director

Date: 11/2/18

By: Nancy Webster
Nancy Webster
Hospital Administrator

Date: 11/5/2018

By: Kimberly Ward
Kimberly Ward
Chief Nursing Officer

Date: 11/5/2018

Appendix A – Wage Scales

Wage adjustments shall become effective the first full pay period on or after the date designated herein. The wage rates shall be as follows:

Year 1: 3% across the board increase and applicable step adjustments, effective the first full pay period following contract ratification.

Year 2: 3% across the board increase, effective the first full pay period following 3/31/19.

Year 3: 2% across the board increase, effective the first full pay period following 3/31/20.

Lump Sum Payment. Regular full-time and part-time nurses who are employed on the date of ratification and the date of payout will be paid, during the first full pay period after ratification, a one-time lump sum bonus of four hundred dollars (\$400.00), prorated based on the nurse’s FTE, less applicable deductions and withholdings.

Any per diem nurses who are employed on the date of ratification and the date of payout will be paid, during the first full pay period after ratification, a one-time lump sum bonus of one hundred dollars (\$100.00), less applicable deductions and withholdings.

Step	Year 1 RN I	Year 2 RN I	Year 3 RN I	Year 1 RN II	Year 2 RN II	Year 3 RN II	Year 1 RNIII ICRN WCRN	Year 2 RNIII ICRN WCRN	Year 3 RNIII ICRN WCRN
0	\$30.05	\$30.95	\$31.57	\$30.75	\$31.67	\$32.30	\$32.48	\$33.45	\$34.12
1	\$30.75	\$31.67	\$32.30	\$31.47	\$32.41	\$33.06	\$33.22	\$34.21	\$34.90
2	\$31.48	\$32.42	\$33.07	\$32.21	\$33.17	\$33.84	\$33.98	\$35.00	\$35.70
3	\$32.22	\$33.18	\$33.85	\$32.98	\$33.97	\$34.65	\$34.77	\$35.82	\$36.53
4	\$32.98	\$33.97	\$34.65	\$33.76	\$34.78	\$35.47	\$35.59	\$36.65	\$37.39
5	\$33.77	\$34.79	\$35.48	\$34.58	\$35.61	\$36.33	\$36.42	\$37.51	\$38.26
6	\$34.44	\$35.48	\$36.19	\$35.41	\$36.47	\$37.20	\$37.28	\$38.39	\$39.16
7	\$35.14	\$36.20	\$36.92	\$36.28	\$37.36	\$38.11	\$38.16	\$39.31	\$40.09
8	\$35.85	\$36.93	\$37.67	\$37.16	\$38.28	\$39.04	\$39.08	\$40.25	\$41.06
9	\$36.58	\$37.67	\$38.43	\$38.08	\$39.22	\$40.01	\$40.02	\$41.22	\$42.04
10	\$37.33	\$38.45	\$39.22	\$39.22	\$40.40	\$41.21	\$41.22	\$42.45	\$43.30
12	\$37.93	\$39.07	\$39.85	\$40.40	\$41.61	\$42.44	\$42.45	\$43.73	\$44.60
14	\$38.56	\$39.72	\$40.51	\$41.61	\$42.86	\$43.72	\$43.73	\$45.04	\$45.94
16	\$39.20	\$40.38	\$41.19	\$42.86	\$44.14	\$45.03	\$45.04	\$46.39	\$47.32
18	\$39.85	\$41.05	\$41.87	\$44.14	\$45.47	\$46.38	\$46.39	\$47.78	\$48.74
20	\$40.52	\$41.74	\$42.57	\$45.47	\$46.83	\$47.77	\$47.78	\$49.21	\$50.20
22	\$41.19	\$42.43	\$43.27	\$46.83	\$48.24	\$49.20	\$49.21	\$50.69	\$51.70
24	\$41.88	\$43.14	\$44.00	\$48.24	\$49.68	\$50.68	\$50.69	\$52.21	\$53.26
26	\$42.59	\$43.87	\$44.75	\$49.68	\$51.18	\$52.20	\$52.21	\$53.78	\$54.85
28	\$43.30	\$44.60	\$45.49	\$51.18	\$52.71	\$53.76	\$53.78	\$55.39	\$56.50
30	\$44.03	\$45.35	\$46.26	\$52.71	\$54.29	\$55.38	\$55.39	\$57.05	\$58.19

Diabetic Educator

Step	Year 1 Diabetic Educator	Year 2 Diabetic Educator	Year 3 Diabetic Educator
0	\$28.55	\$29.41	\$30.00
1	\$29.25	\$30.13	\$30.73
2	\$29.97	\$30.87	\$31.49
3	\$30.71	\$31.64	\$32.27
4	\$31.49	\$32.43	\$33.08
5	\$32.27	\$33.24	\$33.90
6	\$33.08	\$34.08	\$34.76
7	\$33.93	\$34.95	\$35.64
8	\$34.78	\$35.83	\$36.54
9	\$35.68	\$36.75	\$37.48
10	\$36.75	\$37.85	\$38.61
12	\$38.59	\$39.74	\$40.54
14	\$39.74	\$40.94	\$41.76
16	\$40.94	\$42.17	\$43.01
18	\$42.17	\$43.43	\$44.30
20	\$43.43	\$44.73	\$45.63
22	\$44.73	\$46.07	\$47.00
24	\$46.07	\$47.46	\$48.41
26	\$47.46	\$48.88	\$49.86
28	\$48.88	\$50.35	\$51.35
30	\$50.35	\$51.86	\$52.89

Clinical Consultant

Step	Year 1 Clinical Consultant	Year 2 Clinical Consultant	Year 3 Clinical Consultant
0	\$30.42	\$31.33	\$31.95
1	\$31.16	\$32.09	\$32.73
2	\$31.92	\$32.88	\$33.53
3	\$32.71	\$33.69	\$34.37
4	\$33.53	\$34.53	\$35.22
5	\$34.36	\$35.39	\$36.10
6	\$35.22	\$36.27	\$37.00
7	\$36.10	\$37.18	\$37.93
8	\$37.02	\$38.13	\$38.89
9	\$37.96	\$39.09	\$39.88
10	\$39.09	\$40.27	\$41.07
12	\$40.27	\$41.47	\$42.30
14	\$41.47	\$42.72	\$43.57
16	\$42.72	\$44.00	\$44.88
18	\$44.00	\$45.32	\$46.23
20	\$45.32	\$46.68	\$47.61
22	\$46.68	\$48.08	\$49.04
24	\$48.08	\$49.52	\$50.51
26	\$49.52	\$51.01	\$52.03
28	\$51.01	\$52.54	\$53.59
30	\$52.54	\$54.12	\$55.20

External and Internal Case Manager

Step	Year 1 Case Manager	Year 2 Case Manager	Year 3 Case Manager
0	\$30.28	\$31.19	\$31.81
1	\$31.00	\$31.93	\$32.57
2	\$31.74	\$32.70	\$33.35
3	\$32.52	\$33.49	\$34.16
4	\$33.30	\$34.30	\$34.98
5	\$34.11	\$35.14	\$35.84
6	\$34.96	\$36.01	\$36.73
7	\$35.81	\$36.89	\$37.63
8	\$36.71	\$37.81	\$38.57
9	\$37.63	\$38.75	\$39.53
10	\$38.75	\$39.92	\$40.72
12	\$40.69	\$41.91	\$42.75
14	\$41.91	\$43.17	\$44.03
16	\$43.17	\$44.47	\$45.36
18	\$44.47	\$45.80	\$46.72
20	\$45.80	\$47.17	\$48.12
22	\$47.17	\$48.59	\$49.56
24	\$48.59	\$50.05	\$51.05
26	\$50.05	\$51.55	\$52.58
28	\$51.55	\$53.09	\$54.16
30	\$53.09	\$54.69	\$55.78

Social Worker

Step	Year 1 Social Worker	Year 2 Social Worker	Year 3 Social Worker
0	\$ 23.62	\$ 24.33	\$ 24.81
1	\$ 24.03	\$ 24.75	\$ 25.25
2	\$ 24.44	\$ 25.18	\$ 25.68
3	\$ 24.87	\$ 25.62	\$ 26.13
4	\$ 25.31	\$ 26.07	\$ 26.59
5	\$ 25.75	\$ 26.52	\$ 27.05
6	\$ 26.20	\$ 26.99	\$ 27.53
7	\$ 26.67	\$ 27.47	\$ 28.02
8	\$ 27.14	\$ 27.95	\$ 28.51
9	\$ 27.61	\$ 28.44	\$ 29.01
10	\$ 28.44	\$ 29.30	\$ 29.88
12	\$ 30.15	\$ 31.05	\$ 31.67
14	\$ 31.05	\$ 31.99	\$ 32.63
16	\$ 31.99	\$ 32.94	\$ 33.60
18	\$ 32.94	\$ 33.93	\$ 34.61
20	\$ 33.93	\$ 34.95	\$ 35.65
22	\$ 34.95	\$ 36.00	\$ 36.72
24	\$ 36.00	\$ 37.08	\$ 37.82
26	\$ 37.08	\$ 38.19	\$ 38.96
28	\$ 38.19	\$ 39.34	\$ 40.12
30	\$ 39.34	\$ 40.52	\$ 41.33

MEMORANDUM OF UNDERSTANDING

Between

ST. LUKE'S REHABILITATION INSTITUTE

And

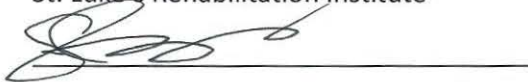
WASHINGTON STATE NURSES ASSOCIATION (WSNA)

This Memorandum of Understanding is entered into and between St. Luke's Rehabilitation Institute and Washington State Nurses Association (WSNA). All existing contractual provisions shall apply unless otherwise provided for herein.

The purpose of this memorandum is to memorialize an additional understanding reached between the Institute and the Union regarding Nurse work schedules.

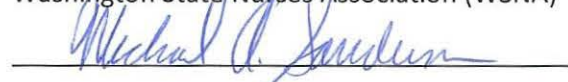
Nothing in Article 4.4 prevents the Institute from asking nurses to volunteer to work four (4) or six (6) hour time periods to fill in scheduling gaps.

St. Luke's Rehabilitation Institute



11/2/18
Date

Washington State Nurses Association (WSNA)



11/13/18
Date

MEMORANDUM OF UNDERSTANDING

Between

ST. LUKE'S REHABILITATION INSTITUTE

And

WASHINGTON STATE NURSES ASSOCIATION (WSNA)

This Memorandum of Understanding is entered into and between St. Luke's Rehabilitation Institute and Washington State Nurses Association (WSNA). All existing contractual provisions shall apply unless otherwise provided for herein.

The purpose of this memorandum is to memorialize an additional understanding reached between the Institute and the Union regarding the transition of the Infection Control Nurse, Wound Care Nurse and the Diabetic Educator to a non-exempt status. These understandings and expressions of the Institute's good faith intent is as follows:

- The basic workweek starts with the day shift on Sunday and ends with the night shift on Saturday night.
- For purposes of overtime the forty (40) hour workweek applies. Overtime pay will be paid for hours worked in excess of 10 hours in any workday and in excess of 40 hours per workweek at one and one-half (1 1/2) times the regular hourly rate of pay.
- The Institute is committed to maintain the current scheduling practices allowing the Infection Control Nurse, Wound Care Nurse and the Diabetic Educator to set work schedules with managers based on patient care needs and the 10/40 work rule.


St. Luke's Rehabilitation Institute



11/2/18

Date

Washington State Nurses Association (WSNA)



11/13/18

Date

Updated 05/31/2020: Social worker and Case Manager

- Social Worker moved to Case Management wage scale

Updated 10/8/19: Case Manager

- Year 2 market: 3% across the board increase, effective October 20, 2019.
- Year 3: 2% across the board increase, effective the first full pay period following 3/31/20.

Current scale

Case Management

Step	Year 1 Case Manager	Year 2 Case Manager	Year 3 Case Manager
0	\$30.28	\$31.19	\$31.81
1	\$31.00	\$31.93	\$32.57
2	\$31.74	\$32.70	\$33.35
3	\$32.52	\$33.49	\$34.16
4	\$33.30	\$34.30	\$34.98
5	\$34.11	\$35.14	\$35.84
6	\$34.96	\$36.01	\$36.73
7	\$35.81	\$36.89	\$37.63
8	\$36.71	\$37.81	\$38.57
9	\$37.63	\$38.75	\$39.53
10	\$38.75	\$39.92	\$40.72
12	\$40.69	\$41.91	\$42.75
14	\$41.91	\$43.17	\$44.03
16	\$43.17	\$44.47	\$45.36
18	\$44.47	\$45.80	\$46.72
20	\$45.80	\$47.17	\$48.12
22	\$47.17	\$48.59	\$49.56
24	\$48.59	\$50.05	\$51.05
26	\$50.05	\$51.55	\$52.58
28	\$51.55	\$53.09	\$54.16
30	\$53.09	\$54.69	\$55.78

Updated scale
10/20/19

Case Management

Year 2 market 3%	Year 3 ATB 2%
\$32.13	\$32.77
\$32.89	\$33.55
\$33.68	\$34.35
\$34.49	\$35.18
\$35.33	\$36.04
\$36.19	\$36.92
\$37.09	\$37.83
\$38.00	\$38.76
\$38.94	\$39.72
\$39.91	\$40.71
\$41.12	\$41.94
\$43.17	\$44.03
\$44.47	\$45.35
\$45.80	\$46.72
\$47.17	\$48.12
\$48.59	\$49.56
\$50.05	\$51.05
\$51.55	\$52.58
\$53.10	\$54.16
\$54.68	\$55.78
\$56.33	\$57.46

Updated
5/31/20

Case Mgmt & Social worker

Year 3
\$32.77
\$33.55
\$34.35
\$35.18
\$36.04
\$36.92
\$37.83
\$38.76
\$39.72
\$40.71
\$41.94
\$44.03
\$45.35
\$46.72
\$48.12
\$49.56
\$51.05
\$52.58
\$54.16
\$55.78
\$57.46