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~~2021--2024~~2025-2028

COLLECTIVE BARGAINING AGREEMENT

By and Between

ASTRIA SUNNYSIDE HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

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2021—20242025-2028

COLLECTIVE BARGAINING AGREEMENT

By and Between

ASTRIA SUNNYSIDE HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

This Agreement is between Astria Sunnyside Hospital (hereinafter referred to as “Employer” or “Hospital”), and the Washington State Nurses Association (hereinafter referred to as “Association”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment and to meet the mutual objective of quality patient care.

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit. The Hospital recognizes the Association as the representative for all registered nurses employed in the Hospital as Resident Nurses and Staff Nurses, excluding supervisory employees as defined in the National Labor Relations Act, administrative or managerial employees, and all other employees.

1.2 Notice of Removal from Bargaining Unit. If a position that has been previously recognized as a bargaining unit position evolves into a non-bargaining unit position, the Hospital will provide the incumbent with thirty (30) days’ written notice with rights to return to an open position within the bargaining unit.

ARTICLE 2 – MEMBERSHIP

2.1 Association Membership. All full-time and part-time nurses who are members of the Association at the time of the signing of this Agreement, and all full-time and part-time nurses who voluntarily join the Association during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of Association dues/fees on a timely basis. Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association, unless the nurse fulfills the membership obligation set forth in this Agreement within that thirty (30) day period and such discharge shall be deemed for just cause. Any nurse who is a member of the Association may voluntarily withdraw from the Association by giving written notice to the Association by mail or email within the last fourteen (14) days prior to the expiration date of this Agreement. This section shall not apply to nurses presently classified or subsequently reclassified to per diem nurse status.

2.2 Payroll Deductions. The Hospital shall deduct Association dues from the pay of each nurse who executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amounts deducted shall be transmitted monthly to the Association on behalf of the nurses involved, and upon transmittal, the Hospital's responsibility shall cease with respect to such deductions. The Association hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability which shall arise against the Hospital for or on account of any such deduction made from the wages of a nurse pursuant to the terms of this Agreement.

2.3 Employee Responsibility. Nurses will keep the Hospital informed of any changes in the nurse's address or telephone number.

2.4 Rosters. The Hospital will supply the Association, within thirty (30) days from the signing of the Agreement and monthly thereafter, a current listing in electronic Excel format of registered nurses in the bargaining unit. The list will include names, addresses, telephone numbers, employee identification numbers, unit, FTE, work status (full-time, part-time, or per diem), rate of pay, most recent date of hire into a bargaining unit position and date of hire of the nurses. Additionally, the list shall identify all nurses who left the bargaining unit, resigned, or were terminated during the previous month.

ARTICLE 3 - ASSOCIATION

3.1 Meeting Room. The Association may use Hospital meeting rooms for educational offerings providing advance request is made to the Administrator or designee, and space is available.

3.2 Local Unit Chairperson(s). The nurses who are members of the Association shall select a local unit chairperson or chairperson(s) from among the nurses in the unit. The local unit chairperson(s) shall be recognized by the Employer when the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances by a local unit chairperson or designee and other Association business shall be conducted only during the nonworking times of the local unit chairperson or designee and the individual nurse(s), and shall not interfere with the work of other employees.

3.3 Bulletin Board. The Employer will provide a portion of a bulletin board in a lounge located near each local unit. Such boards shall be used for official Association notices. The Association agrees to limit the posting of Association materials to the designated bulletin boards.

3.4 Release Time for Negotiations. The local chairperson and one other nurse shall be provided unpaid release time for negotiations. The ability to release additional nurses shall be considered by the Hospital.

3.5 Distribution of Agreement. The Association shall make available to each nurse presently employed an electronic copy of the Agreement on the WSNA website (www.wsna.org). The Local Unit Chairperson or designee will be notified when a newly hired nurse will be included in orientation. A Local Unit Officer, on his/her own time, will introduce the Association contract to newly employed nurses following new nurse orientation day. Attendance shall be voluntary and on the newly hired nurse's own time.

3.6 Access to Premises. Duly authorized representatives of the Association may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Association representatives shall not have access to employee lounges, nursing units or other patient care areas unless prior approval has been obtained from the Employer. Association representatives shall not interfere with or disturb nurses in the performance of their work and shall not interfere with patient care.

ARTICLE 4 – DEFINITIONS

4.1 Resident Nurse. A registered nurse whose clinical experience after graduation is less than twelve (12) months, or a registered nurse who is returning to practice with no relevant clinical training or hospital experience within the past twelve (12) months. A resident nurse shall be assigned under the close and direct supervision of a registered nurse for up to six (6) weeks (training time) and shall have limited responsibilities as defined by the Unit Director. At the completion of this designated training time, the resident nurse shall be evaluated by the Unit Director with input from the assigned staff nurse. If an additional period of training or supervision is necessary, the length of time and level of training or supervision will be determined by the Unit Director with input from the assigned nurse and the resident nurse. After receiving a successful evaluation, the resident nurse will function more independently under the supervision of a designated registered nurse(s). Residency shall not exceed six (6) continuous months unless extended in writing for up to an additional three (3) months by the Employer. Nurses working under close and direct supervision shall not be assigned charge duty or as a team leader without a staff nurse being present in the unit, except in cases of emergency.

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

4.3 Charge Nurse. A charge nurse is a registered nurse who is assigned at the discretion of the Employer to perform leadership responsibilities to staff nurses and other nursing care staff so as to enhance patient care and staff efficiency on a defined work unit for a specified period of time. A charge nurse will function under the direction of the Unit Director or Nursing Supervisor. A nurse who is assigned charge nurse duties on a regular basis shall be considered a regular charge nurse. A nurse who is assigned charge nurse duties in the absence of a regular charge nurse shall be considered a relief charge nurse.

4.4 Preceptor. A preceptor is an experienced registered nurse proficient in clinical teaching who is assigned at the discretion of the Employer and specifically responsible for planning, organizing, teaching and evaluating the new skill development of a registered nurse, a resident nurse or a nursing student (in the absence of a clinical instructor). Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period, as established by the Employer. Nurses will be provided training prior to functioning as a preceptor so that they can fulfill all the duties of being a preceptor. Nursing management will determine the need for preceptor assignments. Where possible, the Employer will provide reasonable advance notification to the designated preceptor of a preceptor assignment. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of other employees without preceptor pay. This would

include the providing of informational assistance, support and guidance to new nurses. Preceptor responsibilities shall be considered when making patient care assignments.

4.5 Unit Resource Nurse. A unit resource nurse is a registered nurse who is assigned at the discretion of the Employer to among other things, provide support in emergent situations, perform education responsibilities to staff nurses and other nursing care staff to enhance patient care and staff efficiency on a defined work unit for a specified period of time. A unit resource nurse will function under the direction of the Unit Director or Chief Nursing Officer. ~~A unit resource nurse will be paid for time worked as the unit resource nurse, not to exceed 24 hours per pay period. There shall be no more than twenty-four (24) hours of unit resource nurse duties performed per unit per two-week pay period. Except as provided herein, n~~Nurses assigned as unit resource nurses shall not have patient care duties when assigned as unit resource nurses. Unit resource nurses shall be paid for all time worked as a unit resource nurse. For purposes of this section, a “unit” shall mean the emergency department, family birth center, intensive care unit, medical surgical, and surgical services. The unit resource position may be discussed during regularly scheduled meetings of the Nurse Practice Committee.

4.6 Full-Time Nurse. A nurse who works on a regularly scheduled basis forty (40) hours per week or eighty (80) hours in any fourteen (14) day period (1.0 FTE) and who has successfully completed the required introductory period, or a 12-hour nurse who works on a regularly scheduled basis thirty-six (36) hours per week or seventy-two (72) hours in a fourteen (14) day period (.9 FTE).

4.7 Part-Time Nurse. A nurse who is regularly scheduled to work on a continuing basis less than forty (40) within a seven (7) day period or eighty (80) hours per fourteen (14) day period, or, for nurses working twelve-hour shifts, less than thirty-six (36) hours within a seven (7) day period or seventy-two (72) hours in a fourteen (14) day period ~~hours per week~~ and who has successfully completed the required introductory period. Part-time nurses shall receive a longevity step upon completion of each 1040 hours of work (including low census and paid leave hours) or one (1) year of employment, whichever occurs last.

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

4.9 Per Diem Nurse. A nurse hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of emergency or employee absence. Per diem nurses shall accrue seniority for job openings (5.6) based on hours worked, but shall not be eligible for any other benefits provided for in this Agreement. Per diem nurses shall receive a longevity step increase upon completion of each 1040 hours of work or one (1) year of employment, whichever occurs last. Per diem nurses shall make themselves available to work a minimum of two (2) shifts in a four (4) week work schedule, must be available to work a minimum of one weekend shift out of each eight (8) successive weekends

and agree to be available to work a minimum of one (1) of the holidays listed in this Agreement. Should a per diem nurse fail to be available to work as noted above, the Employer may, in its sole discretion, remove the per diem nurse from the employment roster and terminate the per diem nurse.

4.10 Regular Rate of Pay. The regular rate of pay shall be defined to include the straight time rate of pay, BSN/MSN premium, certification pay and shift differential.

ARTICLE 5 - EMPLOYMENT PRACTICES

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

5.2 Notice of Resignation. All nurses are strongly encouraged to give at least four (4) weeks' notice of resignation to their appropriate supervisor. If twenty-one (21) days' written notice is received by the Employer, nurses shall receive their entire vacation and holiday balance. If a nurse gives at least fourteen (14) days but less than twenty-one (21) days' written notice of resignation, the nurse shall receive fifty percent (50%) of the nurse's vacation and holiday balance. Unexcused failure by the nurse to give at least two (2) weeks' written notice of resignation shall result in loss of the nurse's accrued vacation and holidays. This notice requirement shall not include any vacation or holiday time or unverified sick leave unless approved by supervision. The Employer will give consideration to situations that would make such notice by the nurse impossible.

5.3 Discipline and Discharge. No ~~full-time or part-time~~ nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). The reasons for the disciplinary action shall be noted in the disciplinary document. A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when in the Employer's judgment, the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of an Association representative during any investigatory meeting which the nurse reasonably believes may lead to disciplinary action. The Employer will act promptly with respect to conduct subject to discipline.

5.4 Performance Appraisals. Nurses will be given written performance appraisals at the end of their introductory period and annually thereafter. Interim evaluations may be conducted as determined by the Hospital. The evaluation is a tool for assessing the professional skills of the nurse and for recognizing and improving the nurse's performance. Peer evaluations and/or self-evaluations may be solicited by the Unit Director, or may be requested by the nurse, for additional input into the performance appraisal. Nurses will be required to sign the evaluation for the purpose of acknowledging receipt thereof. The nurse may make additions to, or comment on the performance appraisal, in writing, and have this attached as a permanent part of the evaluation record.

5.4.1 Performance Review. If a nurse's performance is unsatisfactory, the nurse shall be placed on performance review by the Chief Nursing Officer or designee in writing,

specifically stating the reasons the nurse's performance is not satisfactory. A performance review shall not exceed three (3) months, unless agreed to by the individual nurse and the Chief Nursing Officer. The nurse's manager will counsel with the nurse at least bi-weekly during the performance review, and will identify, in writing, specific conduct changes that will cause the nurse's performance to be deemed satisfactory. The primary objective of performance review shall be to correct and rehabilitate the nurse. At the end of the review period, the nurse will receive a performance evaluation to determine if employment is to be continued. Nothing herein shall detract from a nurse's right under Section 5.3 to be subject to discipline or discharge only for just cause.

5.5 Personnel File. All nurses shall have access to see their personnel files by appointment with the Human Resources Director. A copy of the Personnel Action Form showing change in status, pay, shift, or leave of absence will be given to the employee at the time of the change. A new employee will be given a copy of the form specifying date of hire, and incremental step for salary purposes. A nurse may request the removal of items from his/her personnel file that are more than twenty-four (24) months old. Such removal under this provision shall be at the sole discretion of the Employer.

5.6 Job Openings. The Hospital shall post vacant full-time, part-time and per diem nurse positions. A temporary position (one which the Chief Nursing Officer expects to exist for less than ninety [90] days) need not be posted. The Hospital shall not fill a posted position for the first seven (7) calendar days of the posting unless circumstances require immediate replacement. A nurse may apply at the time of posting. The Hospital will fill the position with the most qualified applicant. When there are internal applicants, i.e., nurses currently working for the Employer, for the position, seniority shall be the determining factor, provided the skill, competency, ability experience and prior job performance of the applicants are substantially equal as determined by the Chief Nursing Officer based upon documented performance standards, evaluations and qualifications. The Hospital will make a good faith effort to transfer the nurse to the new position within six (6) weeks. Employees transferring to a new position will be subject to a ninety (90) day review period. If the nurse does not successfully complete the review period in the opinion of the Employer, or if the nurse chooses not to complete the ninety (90) day period, the nurse will be returned to the nurse's prior position if vacant. If the position has been filled, the nurse will be eligible for other available open positions for which the nurse is qualified or shall be laid off with recall rights.

5.6.1 External Selections. For vacancies that cannot be filled internally (i.e., no qualified internal applicants), the Hospital may employ the person who, in its judgment, will make the best Employee.

5.6.2 New Hires from Other Astria Health System Employers: Nurses hired by the Employer from a separate employer with the Astria Health System will, upon completion of the required probationary period, be credited with seniority as defined in Article 6.1 for eligible time worked as a nurse at the other Astria Health System employer for the sole purpose of benefit accruals.

5.7 Floating. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Unless the nurse's skills are considered to be an overriding factor in the

opinion of the Employer, the Hospital will make a good faith effort to avoid floating a nurse off the nurse's regularly assigned unit in order to allow a per diem nurse to come in to work on the nurse's regularly assigned unit. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with the Unit Director or Nursing Supervisor. Nurses required to float within the Hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. Floating will be rotated equitably among all nurses on a unit on each shift, based on who has floated most recently. Subject to patient care considerations, traveling nurses shall also participate equitably in floating assignments.

5.7.1 Float Premium. A nurse who has completed a competency checklist in his or her home unit and one (1) other unit and who takes a patient load in the unit they are floated to shall receive a premium of two dollars (\$2.00) per hour for all time spent performing such work. For purposes of this section, a "unit" shall mean the emergency department, family birth center, intensive care unit, medical surgical, and surgical services. In a unit that has multiple departments, a nurse shall receive the premium only if working in a department where he or she has completed a competency checklist. This section 5.7.1 does not apply to a multi-unit nurse.

5.8 Transport of Patients. When a nurse covered by this Agreement is required by the Hospital to accompany a patient in transport, the nurse shall be considered in the employ of the Hospital and all provisions of the Agreement shall apply to actual on-duty time. The Hospital shall compensate the nurse for all reasonable and necessary travel expenses incurred by the nurse under these circumstances. Notification of the need for patient transport shall be communicated to the House Supervisor or Unit Director.

5.9 Mileage. Subject to prior management approval, nurses required to use their personally owned automobile on Hospital business will be reimbursed for their mileage at the current IRS rate.

ARTICLE 6 - SENIORITY, LAYOFF, LOW CENSUS

6.1 Definition. Seniority shall mean a nurse's continuous length of service as a registered nurse with the Employer from most recent date of hire as a full-time or part-time employee. Seniority shall not apply to a nurse until completion of the required introductory period. Length of service as an employee of the Hospital shall be used to determine benefit accruals.

6.2 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Hospital. If a unit layoff is determined by the Employer to be necessary, the Employer will first seek volunteers to be laid off. Following this, nurses will first be designated for layoff on the shift in the unit affected by the reduction with the least senior nurse(s) on the shift being designated for layoff, providing skill, competence, ability and experience is substantially equal. The nurse(s) designated for layoff on that shift may take the position of the least senior nurse(s) on that unit providing the nurse displaced on the other shift has less seniority and

providing skill, competence, ability and experience is substantially equal. Any nurse subject to layoff may select another position when available from a listing of vacant positions within the Hospital or, if eligible, a position from the Low Seniority Roster (6.3), providing the nurse is qualified for the position.

6.2.1 Notice of Layoff. Where possible, the Hospital shall provide WSNA and any nurse subject to layoff with thirty (30) days' notice or, at the discretion of the Employer, pay in lieu thereof.

6.2.2 Mandatory Change in Shift on a Unit. Where possible, the Hospital shall provide WSNA and any nurse subject to mandatory change in shift on a unit with thirty (30) days' notice. If the Hospital requires a mandatory change in shift assignment, the Employer shall reassign the least senior nurse(s) on the unit and shift affected, providing skill, competence, ability and experience is substantially equal. Affected nurses may either accept the assignment or utilize the layoff procedure (6.2).

6.3 Low Seniority Roster. The "Low Seniority Roster" shall be a listing of the positions of the least senior full-time and part-time employees in the bargaining unit. The size of the Low Seniority Roster will be the four (4) least senior positions (including all vacant positions) in the bargaining unit plus an additional number of employees or vacant positions (moving up the seniority roster) equal to the number of nurses subject to layoff on that particular occasion. (Example: Layoff of three RNs, the Low Seniority Roster would consist of the seven (7) least senior employees in the bargaining unit.) The most senior nurse subject to layoff shall be the first to select from the Low Seniority Roster, providing the nurse is qualified for the positions in the opinion of the Employer. Any nurse identified for layoff pursuant to Section 6.2 whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of this selection process, shall be subject to immediate layoff.

6.4 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from date of layoff. When a vacancy occurs, nurses will be reinstated in the reverse order of the layoff, providing skill, competence and ability are substantially equal. If a nurse does not respond to a recall notice sent by certified mail or email with receipt confirmation within seven (7) days after receipt thereof and does not return to work within thirty (30) days of the nurse's response to the recall notice, the nurse shall be removed from the recall roster.

6.5 Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship; for example, discharge for cause, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

6.6 Low Census. Low census is defined as a decline in patient care requirements or a period of low need resulting in a temporary staff decrease. During periods of low census, subject to skill, competency, ability, and availability, the following release schedule will be used:

- 1) ~~Non-guaranteed travelers~~Travelers and agency nurses;
- 2) Nurses working IBD shifts; overtime, whenever possible;

- 3) Volunteers;
- 4) Per diem nurses.

If, after utilization of the above release schedule, additional nurses are required to be placed on low census, nurses shall be selected based on an equitable basis based on who has been selected most recently, so long as skill, competency, ability, and availability are considered equal in the opinion of the Employer. The Employer reserves the right to adjust the order of implementation of low census based on required skill levels and operational needs of the Hospital. Inadvertent failure to follow this procedure will be corrected as soon as possible. Preceptor assignments will be taken into consideration when assigning low census. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. A traveling nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and part-time employees.

6.6.1 Notification. The Hospital shall make a reasonable effort to notify nurses at least one and one-half (1 1/2) hours in advance of their regularly scheduled shift if the nurse is not required to report for work on that shift as a result of low census. Where the Hospital has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home at least one and one-half (1 1/2) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and the minimum guarantee provisions of this Section shall not apply. Nurses who report as scheduled, and are released by the Hospital because of low census, shall receive a minimum of four (4) hours' work at straight time. The Hospital may assign the nurse to other nursing duties for which the nurse is qualified anywhere in the Hospital.

6.6.2 Voluntary Low Census. If a nurse is placed on standby or has not been called into work from standby with less than two (2) hours remaining in a shift, the nurse may choose to take low census for the remainder of the shift. The nurse must notify the Hospital when placed on standby if the nurse intends to take low census for the remainder of the shift.

6.7 Change in FTE Status. Where possible, the Hospital shall provide WSNA and any nurse subject to a change in FTE status with thirty (30) days' notice. If a reduction in hours (FTE) is determined by the Employer to be necessary, the least senior nurse(s) on the shift(s) on that unit will receive the FTE reduction, providing skills, competence, ability and experience is substantially equal. Any nurse subject to a change in FTE status may accept the FTE reduction, or the nurse may access the layoff procedure (6.2). The Hospital shall not reduce the FTE of other than the least senior nurse on the shift and unit unless a reduction applied only to the least senior nurse would cause the Hospital to be unable to schedule the remaining FTEs without regularly scheduling overtime. The Employer will first seek volunteers from the unit and shift to accomplish these changes.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day/Work Period. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

7.1.1 Twelve (12) Hour Shifts. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period (provided the nurse has waived the second meal period in writing). Rest periods shall be permitted in accordance with State law, with fifteen (15) minutes in each four (4) hours of work. Wage will be paid and benefits shall accrue based upon actual hours worked by the employee.

7.2 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Collective Bargaining Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Association will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the work schedules recognized by this Agreement after thirty (30) days' advance notice to the nurse.

7.3 Work Schedules. Four (4) week work schedules (two [2] full pay periods) shall be posted at least two (2) pay periods prior to the beginning of the scheduled work period. Except for unforeseeable conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent. Changes in working schedules initiated by the nurse require prior approval by the Unit Director.

7.4 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond the normal work day of eight (8) hours or the normal work period (7.1). If a nurse works more than four (4) consecutive hours beyond the scheduled full-time work day, all additional overtime hours following the first four (4) consecutive hours of overtime shall be paid at the rate of double (2x) the nurse's regular rate of pay. The Employer and the Association agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably. Except for emergency situations, all overtime must be approved in advance by the Unit Director, shift supervisor or Chief Nursing Officer. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse shall receive the higher of the two pay rates.

7.4.1 OR, PACU and Cath Lab. Double time will be paid for all overtime hours worked in excess of twelve (12) hours, whether consecutive or not.

7.4.2 Work in Advance of Shift. When a nurse reports for work in advance of the scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the straight time rate of pay. Work performed during the scheduled shift shall be paid at the straight-time rate of pay. By mutual agreement, the nurse may leave work prior to the end of the assigned shift, with pay for time worked.

~~7.4.3 Waiver. Upon written request and with the approval of the Unit Director or shift supervisor, a nurse may waive contract overtime or other premium pay paid at the rate of time and one-half (1 1/2) or double time (2x), except that overtime as provided for by the Fair Labor Standards Act must be paid by the Employer and may not be waived by the nurse.~~

7.4.47.4.3 Twelve (12) Hour Shifts; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x).

7.5 Work on Day Off. Full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked. Part-time nurses who work on a day not regularly scheduled shall be paid at the regular rate of pay, unless overtime pay is applicable in accordance with the overtime provisions of this Agreement. This Section does not apply to nurses attending non-mandatory educational in-services ~~and/or two (2) mandatory education in-services per calendar year which must be scheduled in advance and posted in the four (4) week schedule.~~

7.5.1 Twelve (12) Hour Shifts. Nurses regularly scheduled to work thirty-six (36) hours per week, if called to work on a scheduled day off, shall receive time and one-half (1 1/2) their regular rate of pay for hours worked. This Section does not apply to nurses attending non-mandatory educational in-services and/or two (2) mandatory educational in-services per calendar year which must be scheduled in advance and posted in the four (4) week schedule.

7.6 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a full-time or part-time nurse is required to work with less than ten (10) hours off duty between shifts, all time worked on the next shift shall be paid at time and one-half. This Section shall not apply to continuing education, committee meetings, non-mandatory staff meetings or to time spent on standby and callback assignments performed pursuant to Article 9.

7.6.1 OR, PACU and Cath Lab. If a nurse works four (4) or more hours out of the previous eight (8) hours while in standby/callback prior to reporting for a shift, then all hours worked during that shift shall be paid at one and one-half (1 1/2) times the regular rate of pay.

7.7 Weekends. The Hospital will make a good faith effort to schedule all full-time and part-time nurses for every other weekend off. If a full-time or part-time nurse is required to work on two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. The third successive weekend shall be paid at the nurse's regular rate of pay. The Employer will make a good faith effort to rotate the extra

weekend work assignments. The weekend shall be defined as Saturday and Sunday for the first (day) and second (evening) shift. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not result in the Hospital being liable for additional premium pay and/or overtime pay. This section shall not apply to nurses who attend nonmandatory educational programs on a weekend, nurses who trade weekends, nurses who are hired to work exclusively weekend shifts, or to nurses who voluntarily agree to more frequent weekend duty.

7.8 Shift Rotation. The Hospital will make a good faith effort to eliminate shift rotation. Shift rotation will be used only when there are no other reasonable alternatives. When shift rotation is used, volunteers will first be sought. Shift rotation shall be distributed among the staff as equitably as practical.

7.9 Compensable Hours. Time paid, not to exceed 2,080 hours in a year, shall be considered as time worked for purposes of computing salary, pension coverage, and benefits (the percent of holiday, sick and vacation).

7.10 Meal/Rest Periods. Nurses shall be allowed an unpaid meal period of one-half (1/2) hour for every five (5) hours worked. Nurses who work twelve (12) hour shifts or longer may waive the second meal period in writing. Nurses required by the Employer to remain on duty on the premises during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. Meal periods and rest periods shall be administered in accordance with state law.

Each department and shift are allowed discretion in the timing and coverage of breaks and mealtimes to best match the workflow and preferences of the staff in those departments, provided such breaks and mealtimes are taken in compliance with applicable law. Departmental plans may include, but are not limited to, assigning times for breaks and meals, and utilizing departmental leaders, the House Supervisor, Charge and Relief nurses, and float staff to support break and mealtime relief as needed.

Recognizing the need to manage break relief in order to ensure nurses may take rest and mealtime without compromising patient care or forgoing breaks or meals, at the first regularly scheduled meeting of the Hospital Staffing Committee following ratification of this Agreement, the Committee will review and make recommendations regarding the rest and meal break plan for each nursing department.

ARTICLE 8 - COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the hourly wage schedule set forth in Addendum A ~~_. Effective the first full pay period following January 1, 2022 the date of ratification, the current wage scale shall be increased by 6.5%.~~ Nurses will be placed at the appropriate step of the wage scale based on their current years of experience.

All full-time and part-time nurses on the payroll as of the date of ratification of this Agreement, are eligible to receive a one-time lump sum bonus of \$500, less applicable deductions, payable in the first full pay period after ratification. All full-time and part-time nurses on the payroll as of the

date of ratification of the Agreement and remaining on the payroll as of June 30, 2026, are eligible to receive a one-time lump sum bonus of \$1,000, less applicable deductions, payable in the first full pay period after June 30, 2026.

Effective the first full pay period following ~~January 1, 2023~~July 1, 2026, the wage scale shall be increased by ~~3%~~3.5%. Nurses will be placed at the appropriate step of the wage scale based on their current years of experience.

Effective the first full pay period following ~~July 1, 2027~~January 1, 2024, the wage scale shall be increased by 3.25%. Nurses will be placed at the appropriate step of the wage scale based on their current years of experience.

8.2 Experience. Nurses hired during the life of the Agreement shall be placed in the wage schedule in the following manner:

- a. Nurses with recent continuous prior experience shall be placed on a wage step equal to such continuous prior experience on a year-for-year basis.
- b. Recent continuous prior experience shall be defined as clinical nursing experience in an acute care facility without a break in nursing experience which would reduce the level of nursing skills. It shall remain the prerogative of the Hospital to establish at what step in the schedule to place newly hired nurses in all other circumstances.

8.3 Nursing License. A nurse is responsible to see that the nurse's license does not expire. If the nurse's license expires, the nurse shall be immediately suspended from work. The nurse shall be reinstated only after written proof of a renewed license is presented to the Employer.

8.4 Premium in Lieu of Benefits. In lieu of all benefits except for shift differential, callback pay, standby pay, premium pay for work performed on contractually designated holidays and longevity steps, a full-time or part-time nurse may elect a fifteen percent (15%) wage premium. If the nurse is eligible for the Hospital retirement plan, the in lieu of premium shall be eleven percent (11%). This election must occur within ten (10) days of employment and, thereafter, during designated annual open enrollment periods.

8.4.1 Per Diem Employees. In lieu of all benefits, per diem nurses shall be paid a fifteen percent (15%) wage premium. If the nurse is eligible for the Hospital retirement plan, the in lieu of premium shall be eleven percent (11%).

~~8.5 Retention Bonus. All full-time and part-time nurses on the payroll as of the date of ratification of this Agreement and remaining on the payroll as of April 30, 2022, are eligible to receive a one-time lump sum bonus of \$500, less applicable deductions, payable in the first full pay period after April 30, 2022.~~

~~All full-time and part-time nurses on the payroll as of the date of ratification of the Agreement and remaining on the payroll as of December 31, 2022, are eligible to receive a one-time lump sum bonus of \$1,000, less applicable deductions, payable in the first full pay period after December 31, 2022.~~

ARTICLE 9 - PREMIUM PAY

9.1 Shift Differential. Nurses working evening duty (3 p.m. to 11:30 p.m. shift) shall receive an additional ~~three dollars (\$3.00) per hour two dollars and fifty cents (\$2.50)~~ per hour over their regular rate of pay, and nurses working night duty (11 p.m. to 7:30 a.m. shift) shall receive an additional ~~four dollars and fifty cents (\$4.50) per hour three dollars and seventy-five cents (\$3.75)~~ per hour over their regular rate of pay. Nurses shall be paid for those hours worked on an evening or night shift if a majority of hours worked fall on the designated evening or night shift. ~~Effective the first full pay period following January 1, 2022, the evening duty premium shall be increased to three dollars (\$3.00) per hour and the night duty premium shall be increased to four dollars and twenty-five cents (\$4.25) per hour.~~

9.2 Standby. Nurses required to “stand by” shall be paid ~~four dollars (\$4.00) per hour of required standby on non-holidays and five dollars (\$5.00) per hour of required standby on holidays~~ ~~three dollars and fifty cents (\$3.50) per hour of required standby~~. Nurses may use accrued vacation time in addition to standby if approved by the Unit Director or designee prior to the end of the pay period. Standby pay shall not be paid when the nurse is receiving callback pay. ~~Effective the first full pay period following January 1, 2022, the standby premium shall be increased to four dollars (\$4.00) per hour of required standby on non-holidays and five dollars (\$5.00) per hour of required standby on holidays.~~

9.2.1 Notification. The Hospital shall make a reasonable effort to notify nurses at least one and one-half (1 ½) hours in advance of their regularly scheduled shift if the nurse is being placed on standby and should not report at the start time of the shift.

Where the Hospital has attempted to reach the nurse (whether by phone, text or email) at least one and one-half (1 ½) hours prior to the shift start time advising the nurse not to report, such communication shall constitute receipt of notice not to report and the minimum guarantee provisions of this Section shall not apply.

If the Hospital fails to make a reasonable effort to notify the nurse and the nurse reports as scheduled, the nurse shall receive a minimum of four (4) hours’ work at straight time.

9.3 Callback. Any time actually worked in a callback by a nurse shall be compensated at the rate of time and one-half (1 ½) of the regular rate of pay, except for holidays when time worked in callback shall be compensated at the rate of two times (2x) the regular rate of pay. When called back, the nurse shall receive a minimum of three (3) hours of pay.

9.4 BSN/MSN Premium. Nurses with a BSN or MSN will be paid a premium of one dollar and fifty cents (\$1.50) per hour.

9.5 Certification Pay. Nurses who receive and maintain certification(s) in a specialty approved by the Hospital will be paid one dollar and fifty cents (\$1.50) per hour.

9.6 Weekend Premium Pay. A nurse who works a weekend will be paid a premium of three dollars (\$3.00) per hour for each hour worked on the weekend. The weekend shall be defined as that forty-eight (48) hour period between 11:00 p.m. on Friday and 11:00 p.m. on Sunday.

9.7 Charge Nurse Pay. Any nurse assigned by Nursing Administration as a regular charge nurse shall receive ~~two dollars (\$2)~~three dollars (\$3.00) per hour for all time worked as a charge nurse. Any nurse assigned as relief charge nurse shall receive ~~one dollar and seventy five cents (\$1.75)~~two dollars and fifty cents (\$2.50) per hour for the hours worked in a relief position. ~~Effective the first full pay period following January 1, 2022, the regular charge nurse premium shall be increased to two dollars and fifty cents (\$2.50) per hour and the relief charge nurse premium shall be increased to two dollars and twenty five cents (\$2.25) per hour.~~

9.8 Preceptor Pay. Any nurse assigned by Nursing Administration as a preceptor shall receive a premium of one dollar and fifty cents (\$1.50) per hour over the nurse's regular rate of pay.

9.9 Unit Resource Nurse Pay. Any nurse assigned by Nursing Administration as a unit resource nurse shall receive a premium of ~~two dollars and fifty cents (\$2.50)~~two dollars (\$2.00) per hour over the nurse's regular rate of pay for all time worked as a unit resource nurse. ~~Effective the first full pay period following January 1, 2022, the unit resource nurse premium shall be increased to two dollars and fifty cents (\$2.50) per hour.~~

9.10 SANE Nurse. A Certified Sexual Assault Nurse Examiner (SANE-A or SANE-P) is a nurse with specialized knowledge, training and education to perform medical, psychological and forensic examinations on adult and pediatric sexual assault victims. They have received certification through the International Association of Forensic Nurses (IAFN). Certification is outlined by the IAFN and currently includes a 40 hour didactic course (either online or in person) and a minimum of 40 contact hours. Nurses who wish to sit for the certification exam must also complete a clinical preceptorship, 300 hours of SANE-related practice, followed by passing the exam provided by IAFN. A Certified Sexual Assault Nurse Examiner (SANE-A or SANE-P) nurse shall receive \$150 per examination in addition to the nurse's regularly hourly rate of pay when conducting a sexual abuse or forensic examination. A Certified Sexual Assault Nurse Examiner (SANE-A or SANE-P) nurse does not receive Certification pay under Article 9.5.

A SANE Trained Nurse is a nurse who has met the qualifications to perform sexual abuse or sexual assault forensic examinations. The nurse must have participated in and completed the forty (40) hours of SANE course or other training specified by the Employer. The Hospital and Association desire to encourage more nurses to attend and complete SANE training. During the life of this Agreement, the Hospital will approve paid continuing education time for a nurse's time spent attending up to forty (40) hours of an IAFN approved training program. A SANE Trained Nurse does not qualify for the SANE-A or SANE-P premium payment noted in the paragraph above and does not receive certification pay under Article 9.5.

ARTICLE 10 - VACATIONS

10.1 Vacation Schedule. Vacation with pay shall be granted after six (6) months of continuous employment. Nurses shall accrue vacation from the first hour worked (and when placed on low census) based on the following schedule:

Years	Accrual rate per hour <u>worked</u>	Annual accrual (based on full-time <u>40</u> <u>hours per week</u> <u>worked</u>)	Vacation cap
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0 – 4	.0385	80 hours	160 hours
5 – 8	.0577	120 hours	240 hours
9 – 15	.0769	160 hours	320 hours
16 – 20	.0846	176 hours	352 hours
21 +	.0962	200 hours	400 hours

10.2 Vacation Pay. Vacation pay shall be paid at the nurse's regular rate of pay.

10.3 Payment Upon Termination. After completion of six (6) months of employment, nurses shall be paid upon termination of employment for all vacation and holidays earned. However, this provision shall not apply to those nurses who terminate their employment without giving proper notice (see 5.2, Notice of Resignation), or to those nurses discharged for cause (except for terminations resulting from the nurse's inability to perform the minimum requirements of the job).

10.4 Vacation Scheduling. Nursing management will take into consideration needs of the Hospital and other staff in granting vacations. A nurse will be paid no more than the nurse's accrued vacation and holiday hours. Vacation requests received for non-prime time vacation, or prime time vacation requests received after April 15 shall be granted by submittal date. In cases of conflicting request for vacation received on the same date, seniority shall prevail; seniority shall not affect approved vacations. Competing requests made before September 1 for leave to occur during the Thanksgiving holiday or from December 15 through January 2 will be granted on a rotating basis. Competing requests made before February 1 for leave to occur during spring break will be granted on a rotating basis.

10.4.1 Prime Time Vacation. Nurses may make requests for prime time summer (June - August) vacations. Requests shall be submitted by April 15 to the individual responsible for the scheduling of the unit and will be approved on a seniority basis by May 1, provided the operational needs of the Hospital are met. Requests can be made for vacation hours that will be accrued by the time the vacation occurs. Nurses may at the same time request second and third priorities for prime time vacations in the event their first choice is not available.

10.5 Maximum Accrual. Nurses are encouraged to take earned vacation annually; in any event, the nurse will not accumulate more than two (2) years' accrual of earned vacation.

10.6 Vacation Cash-Out. At the end of each calendar year, up to ~~forty (40)~~sixty (60) hours of accrued vacation may be cashed out at the nurse's regular rate of pay (payable the second payroll in January of the following year), provided that forty (40) hours must remain in the nurse's vacation bank after the cash-out. Written requests for the cash-out of accrued vacation must be received by Human Resources not later than December 15 of the year for which the cash-out is requested. The request will be submitted on a cash-out form supplied by the Hospital.

ARTICLE 11 - HOLIDAYS

11.1 Holidays. The following holidays are recognized for full-time and part-time nurses:

New Year's Day
~~Presidents' Day~~

Labor Day
Thanksgiving Day

Memorial Day

Christmas Eve

Christmas Day

Independence Day

Floating holiday(s)

Nurses shall accrue paid holiday time off from the first hour worked (and when placed on low census) based on the following schedule:

Years	Accrual rate per hour	Annual accrual (based on full-time <u>forty hours of work week</u>)	Holiday cap
0 – 4	.030750	64 hours	128 hours
5 +	.034625	72 hours	144 hours

Nurses may use holiday hours on the same basis and for the same purposes as vacation hours and need not use holiday hours solely to take time off on a holiday. However, a nurse may not cash out holiday hours pursuant to Section 10.6.

11.2 Work on Holiday. Any nurse required to work on a holiday shall receive time and one-half (1 ½) for hours worked on that holiday. A system of holiday sign-up shall be utilized within each nursing department. When conflicting requests for holiday time off are made, holiday work shall be rotated by the Hospital. At the nurse's option, stated prior to the holiday, a full-time or part-time nurse who works a holiday may also receive holiday pay for that day. If this option is not elected, the holiday will be banked as additional paid time off pursuant to Section 11.3. Section 11.2 does not apply to floating holidays.

11.3 Maximum Accrual. Nurses shall not accumulate more than two (2) years of accrued holiday pay (128 hours maximum, except for a maximum of 144 hours for nurses with five [5] or more years of service). Nurses shall receive their accrued holiday pay upon termination of employment with the Hospital provided the nurse gives the required notice of resignation (5.2) and the nurse has not been discharged for just cause.

ARTICLE 12 - SICK LEAVE

12.1 Accrual. Full-time and part-time nurses shall accumulate sick leave at the hourly rate of 0.0212 hours per hour worked (and when placed on low census). The maximum accumulation of sick leave shall be limited to 720 hours per nurse. On January 1st of each year, nurses who have accrued seven hundred twenty (720) hours of sick leave will be credited with twenty-four (24) hours of additional vacation each year until the maximum is achieved.

Type of Leave	Accrual rate per worked hour	Annual accrual (based on full-time <u>40 hour work week</u>)	Sick cap
WPSL	0.0250	52 hours	---
Sick	0.0212	44 hours	720 hours

12.2 Compensation. After completion of the introductory period, the first day of illness shall be compensated. Sick leave shall be paid only if the nurse is unable to work on account of a bona fide illness, injury or medical disability. In accordance with the Family Care Act, in the event of a health condition of a nurse's child that requires treatment or supervision, the nurse shall have access to all the sick leave that the nurse has accrued for such purpose. In the event of a serious health condition or an emergency condition of a spouse, parent, parent-in-law or grandparent of a nurse, the nurse shall have access to all the sick leave that the nurse has accrued for such purpose. Sick leave shall be paid at the nurse's regular rate of pay. Prior to payment of sick leave, the Hospital reserves the right to require reasonable proof of such illness or medical disability for absences of more than three (3) consecutive days. If Worker's Compensation is received, such payment shall be deducted from sick leave payment.

12.2.1 Washington State Paid Sick Leave Law (WPSL). Where an absence is covered by the provisions set forth in the Washington State Paid Sick Leave Law, RCW 49.46.200 *et seq.*, the nurse must use all accrued WPSL time prior to accessing accrued sick leave provided under Article 12.

12.3 Notification. Nurses shall notify the Employer at least two (2) hours in advance of the scheduled day shift and three (3) hours in advance of the scheduled evening or night shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day. The Hospital will consider the specific circumstances which prevented the nurse from complying with these notice requirements.

12.4 Abuse of Sick Leave. Nurses may be disciplined for a pattern of abuse or abuse of sick leave.

12.5 Medical and Dental Appointments. Required time for medical and/or dental appointments which cannot be scheduled outside the nurse's normal work schedule may be compensated. Scheduled appointments must be approved by the Department Manager in advance.

12.6 Elective Surgery; Prior Notice. A nurse shall notify the Department Manager at least three (3) weeks in advance of scheduling elective surgery, but may be scheduled sooner if there are extenuating circumstances.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 Definition. A leave of absence is a period of time during which a nurse temporarily leaves the employ of the Hospital with the intention of resuming employment on a stated date during which the nurse receives no pay or benefits (unless specifically provided). A leave of absence begins on the first day of absence from work due to a serious health condition. The salary step and benefits accrued at the time of taking an approved leave of absence for twelve (12) months or less shall be reinstated upon return at the end of the approved leave. Except as otherwise required by law, neither seniority nor benefits shall accrue during a leave of absence.

13.1.1 Employment While on Leave. A nurse on an authorized leave of absence and found to be temporarily employed elsewhere without the specific prior written approval of Nursing Administration shall be terminated.

13.2 Request for Leave. All leaves are to be requested in writing as far in advance as possible stating all pertinent details, including the purpose of the leave, its duration, the date it is to begin and the date of return. A written reply to the request shall be given.

13.3 Personal Leave. After one (1) year of continuous employment, subject to approval by the Employer, a nurse may be granted up to six (6) weeks' leave for personal reasons without loss of benefits accrued to the date such leave commences.

13.4 Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence of up to one (1) year without pay for study without loss of accrued benefits.

13.5 Maternity Disability Leave. Nurses returning from a Maternity Disability Leave, as provided by law, shall have the opportunity to return to the same unit, shift, and former full-time or part-time status unless that position does not exist due to layoff. In the event of layoff, the provisions of Article 6 shall apply.

13.6 Family and Medical Leave. As required by federal law, upon completion of twelve (12) months of employment which need not be consecutive, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require, or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

13.7 Military Leave. Leave required in order for a nurse to maintain status in the military will be granted in accordance with federal law.

13.8 Bereavement Leave. ~~Upon completion of the introductory period, For~~ full-time and part-time employees, ~~may be absent on bereavement leave for~~ up to three (3) regular shifts without loss of pay, in the case of death in the immediate ~~or extended~~ family. ~~An additional eight (8) hours for each five hundred (500) miles of travel (one way) shall be granted, not to exceed an additional sixteen (16) hours of bereavement leave.~~ The term "immediate family" is defined as the employee's grandparent, parent, spouse, brother, sister, child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any relative living in the employee's household. Extended family is defined as the employee's aunt, uncle, niece, nephew, and cousin. A nurse

shall be permitted to utilize accrued vacation time in order to allow the nurse to take a complete calendar week off. Additional leave without pay may be granted at the discretion of the Hospital.

13.9 Court Appearances. Full-time and part-time nurses who are called to serve on jury duty or as a subpoenaed witness in a federal or state court case in a professional nurse capacity directly related to employment by the Hospital shall be compensated by the Hospital for the days of jury or witness service for which they were regularly scheduled to work. Compensation for jury or witness service shall not exceed ten (10) days for full-time employees and is prorated for part-time employees. Pay shall be the difference between their jury duty or witness pay and their normal straight-time rate.

13.10 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect compensation or status with the Employer.

13.11 Leave Without Pay. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date of employment or the amount of vacation pay or sick leave which would otherwise be earned. Leave without pay in excess of thirty (30) days shall result in the nurse's effective date of employment for seniority purposes being adjusted to reflect the period of leave and no benefits shall accrue.

13.12 Return from Leave. Unless otherwise specifically provided herein, nurses returning from an approved leave of absence shall be reassigned to their former position, if open. If the former position has been filled, the returning employee shall be assigned to the first available opening for which the nurse is qualified.

ARTICLE 14 - MEDICAL AND RETIREMENT BENEFITS

14.1 Dental, Medical, Life Insurance. The Hospital will pay one hundred percent (100%) of the employee's medical, dental, vision and life premiums for nurses working 0.9 FTE or greater. The Hospital's payment of medical, dental, vision and life premiums for nurses working less than 0.9 FTE will be prorated in accordance with the nurse's FTE and plan eligibility. Nurses receiving the benefit of a higher premium payment at the time of the ratification of this Agreement than would result from their premiums being prorated in accordance with his/her FTE will continue to receive that higher amount. Dependent coverage premiums are the responsibility of the employees. The Hospital will write off the balance of Astria Sunnyside Hospital medical expenses after insurance has paid for eligible employees and their immediate families. This write-off is valid only on allowable charges and after the employee's annual deductible has been met.

14.2 Health Tests. The Hospital shall provide, and the nurse shall satisfactorily complete, any tests, examinations or procedures required by law for continued employment as a health care worker at no cost to the nurse. All nurses shall be permitted a routine blood examination (CBC), urinalyses, SMAC, mammogram, chest X-rays, PSA and prostate exams performed at Astria Sunnyside Hospital annually without cost when ordered by a physician.

14.3 Retirement Plan. The Employer will provide a retirement plan for employees of the Hospital. Retirement benefits and plan eligibility requirements for participation shall be defined by the Employer's plan.

14.4 Plan Changes. In the event the Employer modifies its current benefit plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least thirty (30) days prior to the intended implementation date.

ARTICLE 15 - EDUCATION

15.1 Professional Responsibility. Each registered nurse is responsible for meeting individual continuing education needs and requirements.

15.2 Continuing Education. The Hospital will establish a continuing education fund of \$25,000 per fiscal year. The Hospital will allow reimbursement of up to five hundred dollars (\$500) per nurse each fiscal year for continuing education. Continuing education funds are available on a first-come, first-served basis up to the \$25,000 cap. All requests for reimbursement will be in writing and will be subject to the approval of the subject matter to be studied, proof of attendance, completion of the course and commitment to conduct an educational offering at the Hospital based upon the course material. Part-time nurses with less than a .5 FTE shall receive this benefit on a pro rata basis. Per diem nurses shall not be eligible for this benefit.

15.3 Professional Meetings. Professional meetings are defined as those which enhance the clinical skills of the nurse. Up to ~~thirty-two (32)~~thirty-six (36) hours a fiscal year with pay shall be granted to full-time and part-time nurses, provided the request is approved by the Chief Nursing Officer or designee, for purposes of improving clinical knowledge and/or study in a different clinical area for the purpose of improved flexibility and versatility at the Hospital. In addition, up to three (3) unpaid days, without loss of benefits, may be granted for the same purposes. When the Hospital requests the registered nurse attend a specific meeting, the additional days with pay shall be granted. Coverage of the nursing units and staffing for Hospital requested meetings shall be the responsibility of the Nursing Manager. Use of the professional days at the Hospital's request does not prevent a nurse from requesting professional leave to attend courses and seminars of the nurse's own choice, subject to the approval by the Hospital. The Hospital may require the nurse to provide an inservice following the nurse's return from a professional offering. Educational programs planned and implemented by the Hospital will be advertised in the Hospital. Nurses participating in mandatory education classes will be paid for time in class as time worked. Nurses shall be required to attend mandatory classes/meetings, unless excused by the Employer prior to the meeting. Nurses may participate in optional programs on their own time in order to meet continuing education needs. Nurses required by the Hospital to attend inservice will be paid for time spent at the inservice and tuition will be paid by the Hospital.

15.4 Orientation and Training. The Hospital will provide an orientation program for new nurses and inservice training programs for current staff. Inservice programs will be made reasonably available to all nurses. Nurses will be required to take a patient assignment(s) only in those areas where they have received training so that they may be able to perform the duties associated with the assignment(s) safely and independently for both the nurse and the patient(s). Nurses shall not be required to perform procedures or use equipment for which they have not been trained so that they may perform the tasks or procedures safely and independently for both the nurse and the patient(s).

The nurse is responsible for informing the charge nurse (or preceptor, if assigned) of any task or procedure for which the nurse feels inadequately prepared. The charge nurse (and preceptor, if assigned) will then review the patient assignment and make accommodations/adjustments to the assignment, if warranted, before work commences.- If the nurse and charge nurse (and preceptor, if assigned) cannot reach agreement on the assignment, the manager or the supervisor will be called to intervene in a timely manner, preferably prior to work commencing.

ARTICLE 16 - NURSING PRACTICE COMMITTEE

Recognizing the value of staff nurses' thoughts, ideas and problem-solving abilities, the Hospital will create a Committee which will provide a formal mechanism to utilize their attributes. This Committee, known as the Nurse Practice Committee, will provide a forum where representatives of staff nurses can meet regularly with the Administrator, the Chief Nursing Officer, and other members of nursing management, in an attempt at early identification and resolution of nursing concerns and problems; and to work towards continual improvement in the quality of care provided by the Hospital and working conditions of the staff nurse. This early intervention philosophically emphasizes and underscores the nurses' and Hospital's belief that it is better to address issues at an early stage rather than to delay conversation and resolution. A Nurse Practice Committee will be established to include all Unit Directors, the Chief Nursing Officer, the Chief Executive Officer and an equal number of staff nurses from different areas of the Hospital for the purposes of reviewing and improving standards for nursing practice and standard of care. This Committee shall also serve as a resource for problem solving and the development of alternatives when staffing and/or workload problems arise on a unit. The Committee will set an agenda and keep minutes of each meeting. Members will be expected to attend at least nine (9) of twelve (12) meetings, or membership will be forfeited. The Committee shall be advisory to nursing administration. Each Committee member shall be compensated for meeting attendance up to two (2) hours per month.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. For that reason, a nurse is encouraged to meet with the nurse's manager to discuss and try to resolve an issue before it rises to the level of a grievance. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of a nurse or the Association to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance and a final resolution of the matter. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any further action necessary on the part of the nurse.

17.2 Grievance Procedure. A grievance shall be submitted to the following grievance procedure:

Step 1. Nurse and Immediate Supervisor.

If a nurse has a grievance, the nurse or the local unit officer shall first present the grievance signed by the nurse in writing to the nurse's immediate supervisor within thirty (30) calendar days from the date of the event which

gave rise to the grievance. Upon receipt thereof, a meeting shall be scheduled with the supervisor, nurse and local unit officer or designee (if the officer or designee desires to attend) for the purpose of attempting to resolve the problem. If the local unit officer is in attendance at the meeting, the Human Resource Director or designee shall attend the meeting. The immediate supervisor shall respond in writing to the nurse and the local unit officer within fourteen (14) calendar days following receipt of the written grievance, or the meeting, whichever occurs last.

Step 2. Nurse and Chief Nursing Officer.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse or a local unit officer, or designee shall present the grievance in writing to the Chief Nursing Officer (or designee) within fourteen (14) calendar days of the immediate supervisor's written decision. A meeting between the nurse, local unit officer or designee, the Human Resources Director or designee, and the Chief Nursing Officer (and/or designee) shall be held within fourteen (14) calendar days for the purpose of resolving the grievance. The Chief Nursing Officer and/or designee shall issue a written reply to the nurse and the local unit officer within fourteen (14) calendar days following the Step 2 grievance meeting.

Step 3. Executive Officer and Association Representative.

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

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Association may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Executive Officer (or designee). If the Employer and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The party bringing the grievance shall strike first. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees

to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall have no authority to award punitive damages, nor shall the arbitrator be authorized to make a backpay award for any period earlier than the beginning of the pay period in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The sole parties to the arbitration proceeding shall be the Hospital and the Association.

17.3 Per Diem Nurses. WSNA and the Employer agree that if a grievance is moved to arbitration on behalf of a per diem nurse asserting that the nurse's discharge was not for just cause, should the Arbitrator find that the per diem nurse was not terminated for just cause, the Arbitrator shall have no authority or jurisdiction to award the per diem nurse back pay or monetary damages in excess of the minimum shifts required to maintain per diem status as set forth in Article 4.9.

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

ARTICLE 18 - MANAGEMENT RIGHTS

The Association recognizes that the Employer has the obligation of providing the community with quality patient care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, maintain discipline, order and efficiency of its employees; to discipline, demote or discharge nurses for just cause, including the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the hospital shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios (nursing hours per patient day); the right to determine the starting time for each shift; and the right to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry/agency personnel. The Association recognizes that the above statement of

management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 19 - NO STRIKE COMMITMENT

The parties to this Agreement realize that the Hospital provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its nurses and (b) neither the nurses nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown or other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any nurse participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Interpretation of this Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or addendum hereto.

ARTICLE 21 – STAFFING

21.1 The Employer shall make every effort to maintain staffing levels that ensure safe patient care and the safety of the nurses employed by the Employer. The Employer shall make every effort to maintain staffing levels so that nurses receive meal and rest breaks and are able to utilize available time off from work.

ARTICLE 22 – WORKPLACE VIOLENCE

22.1 Workplace Violence. The Employer shall comply with all applicable laws and/or regulations to address violence in the workplace. The Employer shall maintain a Safety Committee. Workplace violence, assessment and prevention shall be a standing agenda item of the Safety Committee. The Association may select a bargaining unit employee to be a member of the Safety Committee. Such nurse member will be paid at their regular rate of pay for all time spent in Safety Committee meetings. Nurses are encouraged to report instances of violence or safety concerns to the Safety Committee. The Employer will provide in-person, interactive violence prevention training to nurses within ninety (90) days of employment and annually thereafter.

ARTICLE 22 - DURATION

This Agreement shall become effective upon ratification and shall remain in full force and effect to and including the ~~30th day of November 2024~~first day of July 1, 2028, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date of this Agreement, this Agreement shall terminate unless both parties mutually agree in writing to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of ~~December 2024~~November 2025.

WASHINGTON STATE NURSES
ASSOCIATION

ASTRIA SUNNYSIDE HOSPITAL

Lovella Flores, RN

Brian Gibbons, Chief Executive Officer

Marisela Aguilar, RN

Lori Riojas, RN

Carmen Garrison, RN, Nurse
Representative

Jacob Harksen, Chief Negotiator

ASTRIA SUNNYSIDE HOSPITAL

ADDENDUM A HOURLY WAGE SCALE

CURRENT		JAN. 1, 2022*		JAN. 1, 2023*		JAN. 1, 2024*	
YEAR	RATE	YEAR	RATE	YEAR	RATE	YEAR	RATE
Base	\$29.31	Base	\$31.22	Base	\$32.15	Base	\$33.12

1	\$30.18	1	\$32.14	1	\$33.11	1	\$34.10
2	\$31.09	2	\$33.11	2	\$34.10	2	\$35.13
3	\$32.03	3	\$34.11	3	\$35.14	3	\$36.19
4	\$32.98	4	\$35.12	4	\$36.18	4	\$37.26
5	\$33.96	5	\$36.17	5	\$37.25	5	\$38.37
6	\$34.98	6	\$37.25	6	\$38.37	6	\$39.52
7	\$36.03	7	\$38.37	7	\$39.52	7	\$40.71
8	\$37.12	8	\$39.53	8	\$40.72	8	\$41.94
9	\$38.23	9	\$40.71	9	\$41.94	9	\$43.19
10	\$39.36	10	\$41.92	10	\$43.18	10	\$44.47
11	\$40.54	11	\$43.18	11	\$44.47	11	\$45.80
12	\$41.76	12	\$44.47	12	\$45.81	12	\$47.18
13	\$43.01	13	\$45.81	13	\$47.18	13	\$48.60
14	\$44.31	14	\$47.19	14	\$48.61	14	\$50.06
16	\$45.64	16	\$48.61	16	\$50.06	16	\$51.57
18	\$47.01	18	\$50.07	18	\$51.57	18	\$53.11
20	\$48.41	20	\$51.56	20	\$53.10	20	\$54.70
22	\$49.86	22	\$53.10	22	\$54.69	22	\$56.33
24	\$51.35	24	\$54.69	24	\$56.33	24	\$58.02
26	\$52.92	26	\$56.36	26	\$58.05	26	\$59.79
28	\$54.51	28	\$58.05	28	\$59.79	28	\$61.59
30	\$56.14	30	\$59.79	30	\$61.58	30	\$63.43

*Effective the first full pay period following January 1.

	Astria Sunnyside	Astria Sunnyside	Astria Sunnyside 3.5%	Astria Sunnyside 3.25%	% Increase 1st Full Pay Period After Ratification
Year	Current	1st Pay Period Following Ratification	7/1/2026	7/1/2027	
Base	\$37.16	\$41.62	\$43.08	\$44.48	12.00%
1	\$38.26	\$42.66	\$44.15	\$45.59	11.50%
2	\$39.41	\$43.75	\$45.28	\$46.75	11.01%
3	\$40.61	\$44.67	\$46.23	\$47.74	10.00%
4	\$41.81	\$45.99	\$47.60	\$49.15	10.00%
5	\$43.05	\$46.92	\$48.56	\$50.14	8.99%
6	\$44.35	\$47.90	\$49.58	\$51.19	8.00%
7	\$45.68	\$48.19	\$49.88	\$51.50	5.49%
8	\$47.06	\$49.65	\$51.39	\$53.06	5.50%
9	\$48.47	\$50.65	\$52.42	\$54.13	4.50%

10	\$49.90	\$51.77	\$53.58	\$55.32	3.75%
11	\$51.39	\$52.93	\$54.78	\$56.56	3.00%
12	\$52.94	\$54.66	\$56.57	\$58.41	3.25%
13	\$54.53	\$56.17	\$58.13	\$60.02	3.00%
14	\$56.17	\$57.86	\$59.88	\$61.83	3.00%
15	\$56.17	\$58.14	\$60.17	\$62.13	3.50%
16	\$57.86	\$59.74	\$61.83	\$63.84	3.25%
17	\$57.86	\$60.46	\$62.58	\$64.61	4.50%
18	\$59.60	\$61.98	\$64.15	\$66.24	4.00%
19	\$59.60	\$62.58	\$64.77	\$66.88	5.00%
20	\$61.38	\$64.45	\$66.70	\$68.87	5.00%
21	\$61.38	\$65.68	\$67.98	\$70.18	7.00%
22	\$63.21	\$67.00	\$69.35	\$71.60	6.00%
23	\$63.21	\$67.63	\$70.00	\$72.28	7.00%
24	\$65.10	\$69.66	\$72.09	\$74.44	7.00%
25	\$65.10	\$69.98	\$72.43	\$74.79	7.50%
26	\$67.09	\$71.79	\$74.30	\$76.71	7.00%
27	\$67.09	\$72.12	\$74.65	\$77.07	7.50%
28	\$69.10	\$73.94	\$76.52	\$79.01	7.00%
29	\$69.10	\$74.28	\$76.88	\$79.38	7.50%
30	\$71.17	\$75.44	\$78.08	\$80.62	6.00%
31	\$71.17	\$76.15	\$78.82	\$81.38	7.00%
32	\$71.17	\$76.86	\$79.55	\$82.14	8.00%

Yellow shading shows “ghost steps” that have been eliminated.

ASTRIA SUNNYSIDE HOSPITAL

ADDENDUM B DRUG-FREE WORKPLACE

PURPOSE:

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

POLICY:

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

I. DEFINITION OF APPLICABLE TERMS:

- A. DRUG FREE WORKPLACE:** Absence of unauthorized controlled substances and inappropriate use of drugs and/or alcohol.
- B. CONTROLLED SUBSTANCE:** All chemical substances or drugs listed in any controlled substances acts or regulations applicable under federal, state or local laws.
- C. DRUGS:** All prescription and over the counter narcotics or medications that are not controlled substances.
- D. ON THE JOB:** Employees are considered “on the job” when they are scheduled for duty and are on hospital property, including parking lots and all hospital locations including while driving or riding as a passenger in a hospital vehicle, and while conducting any hospital business.
- E. UNDER THE INFLUENCE:** Employees are considered to be under the influence if they have any measurable or detectable levels of drugs, controlled substance, or alcohol in their system, or their normal physical, mental abilities, or faculties have been affected by such substances.
- F. ESSENTIAL FUNCTIONS:** The fundamental job duties of the position held by the employee.

II. GUIDELINES:

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

III. TESTING FOR PROHIBITED SUBSTANCES:

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

A. REASONABLE SUSPICION AND POST ACCIDENT TESTING:

- 1) Employees who are reasonably suspected by the employer of being under the influence of alcohol or another prohibited drug will be subject to testing.

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

B. PROCEDURE:

- 1) Before an employee can be requested to have a drug test, the recommendation, based on reasonable suspicion as indicated by specific observation must be approved by the Administrator, or in his absence, the Chief Nursing Officer, or designee if neither are available. Prior to confronting an employee, the employer will make every effort to insure the employee's behavior is observed by at least two individuals.
- 2) When employees are asked to submit to testing, they will be informed of the reason and will be informed that refusal is grounds for disciplinary action. An employee covered by a collective bargaining agreement shall be offered the attendance of a union representative. An employee may access the grievance procedure as outlined in the grievance policy.
- 3) Employees will be requested to execute forms, including consent forms, as appropriate (see attachment A for form). Failure to do so will be deemed a violation of this policy and/or refusal to cooperate with the testing program.
- 4) An employee under reasonable suspicion or post accident, will be suspended with pay until test results are confirmed and verified.
- 5) In all circumstances of suspected impairment, the hospital will provide appropriate transportation to the drug testing site and then provide appropriate transportation for the employee to the employee's place of residence. If the employee refuses to accept transportation and attempts to drive, the employee will be informed that authorities will be notified.
- 6) When a test result is positive the employee will be required to seek treatment through the following options: The Hospital Employee Assistance Program, Washington Health Professional Services, or other optional licensed substance abuse programs. Failure to comply and cooperate in full will result in termination.

C. THE LABORATORY:

The hospital will use an independent, NIDA certified laboratory for all testing.

D. COLLECTIONS METHODOLOGY:

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

E. SUBSTANCES TO BE TESTED:

Testing may be conducted any, and all, but will not be limited to the following:

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

F. REVIEW AND REPORTING OF TEST RESULTS:

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

G. CONSEQUENCES OF A POSITIVE TEST RESULT:

- 1) An employee who tests positive is subject to discipline which can include termination of employment. Recognizing that drug and alcohol abuse are treatable, employees who enter into a treatment program will be granted medical leave and will be returned to work after successful completion of the treatment program. In those circumstances, the following will normally occur: The employee agrees to follow all recommendations made by the designated programs as applicable under state and federal law. The employee will be required to sign a return to work agreement and successfully complete any recommendations including aftercare (See attached return-to-work agreement).

H. CONSEQUENCES OF A NEGATIVE TEST RESULT:

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

IV. EMPLOYEE ASSISTANCE PROGRAM AND REHABILITATION:

Because substance abuse is an impairment that can threaten the well-being of our patients, employees and community, Astria Sunnyside Hospital provides channels of assistance through an Employee Assistance Program (EAP). The EAP, an integral part of the hospital's DRUG-FREE workplace program, provides confidential assessment and referral to employees and their immediate family at no cost to the employee.

- A. Employees having alcohol and/or other substance related problems may voluntarily contact the EAP or other treatment programs directly.
- B. If a provider outside the EAP is utilized, some costs may be covered by insurance, but treatment is ultimately the employee's responsibility.

V. CONFIDENTIALITY:

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

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

VI. RESPONSIBILITY:

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

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

RETURN TO WORK AGREEMENT FOR

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

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

I agree that:

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

The application of this agreement shall be subject to the grievance and arbitration procedures set forth in the collective bargaining agreement.

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

Employee

Dated:

Employer

Dated:

Work Site Monitor

Dated:

CONSENT AND RELEASE

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

I further give my consent to release to Astria Sunnyside Hospital or its designated agents, the results of such tests performed in accordance with the drug-free workplace addendum.

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

Employee

Witness

Date

ASTRIA SUNNYSIDE HOSPITAL

Letter of Understanding

Incentive Bonus Days (I.B.D.) Program

This Letter of Understanding is entered between Astria Sunnyside Hospital and Washington State Nurses Association. All existing provisions of the contract will apply unless otherwise stated herein.

Purpose: To provide monetary incentives for more Registered Nurses to work extra shifts to meet patient care needs.

Effective Date: This Program will be implemented on the first (1st) schedule following ratification of the WSNA contract.

Eligibility: All full-time (1.0 FTE and .9 FTE for 12--hour nurses) and regular part-time (.5 FTE to .95 FTE and .45 FTE to .85 FTE for 12--hour nurses) shall be eligible for the Incentive Bonus Days Program (IBD).

IBD Program: An Incentive Bonus Days (IBD) shift is an extra shift(s) that a nurse signs up for ~~after the final monthly schedule is posted. All extra IBD shifts will be posted on the final schedule as an IBD Shift. Shifts to be filled because of sick leave shall be considered IBD shifts in accordance with the process described below.~~ IBD shifts will be assigned on a first-come, first serve basis ~~after the final schedule has been posted for at least twenty-four (24) hours.~~ Requests for IBD shifts must be in writing (dated and timed) and submitted to the department director or designee.

Initial Scheduling:

1. All Full-time and Part-time RNs are assigned a schedule up to their FTE commitment and Per Diem RNs are placed on the schedule based on their submitted availability.
2. Then, Full-time RNs, Part-time RNs and Per Diem RNs may pick up any open shifts (i.e., "holes" in the schedule) on a first-come, first-served basis.

IBD Scheduling:

1. IBD Shift Defined: If not enough RNs have signed up to work the available open extra shifts twelve (12) days prior to the start of the new work schedule, then all remaining shifts (i.e., "holes" in the schedule) shall be considered IBD shifts. In addition, all open shifts (i.e., "holes" in the schedule) that arise on or after twelve (12) days prior to the start of the schedule or after the start of the schedule shall be considered IBD shifts. The Hospital will post all IBD shifts twelve (12) days prior to the expiration of the current work schedule. Eligible full-time and part-time RNs who sign up for IBD shifts shall receive IBD pay, as provided below.

2. **IBD Compensation:** Full-time RNs, as defined above, who work an IBD shift shall be paid at the rate of double time (2x). Part-time RNs who work an IBD shift, as defined above, shall be paid at the rate of time and a half (1 1/2x) and double time (2x) above 40 hours in a week and 36 hours in a week for 12-hour nurses. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse shall receive the higher of the two pay rates.

~~Per diem nurses will have the first opportunity to pick up extra shifts before the final schedule is posted. Once the final schedule has been posted, per diems may pick up open shifts but will not be allowed to “bump” regular nurses who have previously signed up for IBD shifts.~~

~~An IBD shift is paid at double the nurse’s applicable rate of pay. Incentive bonus hours will be paid on the nurse’s regular payroll check.~~

Conditions:

1. The nurse cannot work more than twenty-four (24) extra hours in a pay period unless pre-approved by either the Chief Nursing Officer, the Nurse Director or the Nursing Supervisor.
2. IBD shifts will be assigned according to the above, subject to skills and competencies needed for the assignment.
3. A nurse working an IBD shift shall be the first to receive low census per Section 6.6.
4. Section 7.6 shall not apply to a nurse working an IBD shift. Rest between shifts may be waived no more than two (2) times per pay period (7.6).
5. A nurse shall not be eligible for the IBD pay unless the nurse works the nurse's full regularly scheduled shifts in the pay period during which the nurse has worked or is scheduled for an IBD shift ~~(i.e. If a nurse calls in sick on a regularly scheduled shift during the same pay period the nurse has worked, or is scheduled to work, an IBD shift, the IBD shift shall be paid at the nurse's regular rate of pay)~~. Exceptions are pre-scheduled approved absencesvacations, low census or standby. In units requiring mandatory call, the nurse must continue to meet the current minimum mandatory call requirements of the Unit.
6. Any nurse working a .9 or 1.0 FTE who reduces their FTE status will be ineligible for this IBD program for a period of seven (7) months following the reduction in FTE status.
7. To be eligible for IBD shifts, a nurse shall be current on all mandatory education requirements and certifications.
8. Any nurse who participates in the IBD Program will sign an Acknowledgement form acknowledging their understanding of the provisions of this Program (see attached).
9. The nurse working an IBD shift will receive their base pay plus BSN/MSN, certifications and any applicable shift differentials.
- ~~10. If a nurse calls in sick on an IBD day, the nurse shall not be eligible for sick leave for that day.~~
- ~~11~~10. If a nurse chooses to work an IBD weekend shift, Section 7.7, Weekends, of the collective bargaining agreement shall not apply.
- ~~12~~11. A nurse who signs up for an IBD shift may be required to float to work on another nursing unit during that shift. A nurse working an IBD shift shall be floated before a nurse working on a regularly scheduled shift, providing skills, competence and ability are considered equal. If a nurse working an IBD shift is floated during the IBD shift, the float does not count toward any float rotation requirement or float rotation credit for the IBD nurse.
12. The Hospital shall make a reasonable effort to notify nurses at least one and one-half (1 ½) in hours in advance of their IBD shift if the nurse is not required to report for work on that

shift as a result of low census. Where the Hospital has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home at least one and one-half (1 ½) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work, and the minimum guarantee provisions of this Section shall not apply. Nurses who report as scheduled and are released by the Hospital because of low census, shall receive a minimum of three (3) hours' work at the IBD rate. The Hospital may assign the nurse to other nursing duties for which the nurse is qualified anywhere in the Hospital.

ASTRIA SUNNYSIDE HOSPITAL

**Incentive Bonus Days Program
Acknowledgement Form**

I acknowledge that I have read and understand the contents of the Incentive Bonus Days Program. I also acknowledge, as a participant of the Program, that I will be responsible for adhering to the Program conditions.

Department for which you work:

Employee Signature

Date

Print Your Name

Managers: Return to Human Resources Department for filing in employee's personnel file.