

EMPLOYMENT AGREEMENT

BETWEEN

ASTRIA TOPPENISH HOSPITAL

AND

WASHINGTON STATE NURSES ASSOCIATION

April 1, 2022 – March 31, 2025

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 - ASSOCIATION SECURITY	1
2.1 Membership	1
2.2 Payroll Deduction	2
2.3 Hold Harmless	2
2.4 Rosters	2
2.5 Local Unit Chairperson	2
2.6 Bulletin Board	2
2.7 Meeting Rooms	3
2.8 Notification and Orientation	3
2.9 Personal Data	3
ARTICLE 3 – DEFINITIONS	3
3.1 Resident Nurse	3
3.2 General Duty Staff Nurse	3
3.3 Charge Nurse	3
3.4 Regular Status	3
3.5 Per Diem Nurse	4
3.6 Preceptor Nurse	5
3.7 Regular Rate of Pay	5
ARTICLE 4 - HOURS OF WORK AND OVERTIME	5
4.1 Workday	5
4.2 Work Period	5
4.3 Innovative Scheduling	5
4.4 Overtime	6
4.5 Time Paid For But Not Worked	6
4.6 Rest Periods	6
4.7 Schedules and Weekend Duty	6
4.8 Temporary Reduction in Patient Census or Surgical Schedules	7
4.9 Work on Day Off	7
4.10 Low Census	7
4.11 Rest Between Shifts	8
4.12 Work in Advance of Shift	8
ARTICLE 5 - EMPLOYMENT PRACTICES	8
5.1 Review Period	8
5.2 Notice of Resignation	8
5.3 Probationary Period	8
5.4 Discipline and Discharge for Just Cause	8
5.5 Layoff	9
5.6 Restructure of Staff	10
5.7 Recall	11
5.8 Loss of Seniority/Recall Rights	11
5.9 Use of Laid Off Nurses	12

5.10	Personnel Information	12
5.11	Evaluations	12
5.12	Personnel Vacancies and Posting	13
5.13	Orientation	13
5.14	Shift Rotation	13
5.15	Floating	13
5.16	Substance Abuse Testing/Fitness for Duty	14
5.17	Influenza Vaccination	14
	ARTICLE 6 – WAGES	14
6.1	Wage Increases	14
6.2	Date of Implementation	16
6.3	Recognition of Previous Experience	16
6.4	Longevity Step Increases	16
	ARTICLE 7 - PREMIUM PAY	16
7.1	Shift Differential	16
7.2	Standby/On Call	16
7.3	Callback	17
7.4	Report Pay	17
7.5	BSN/MSN & Certification Pay	17
7.6	Preceptor Pay	17
7.7	Charge Pay	17
7.8	Weekend Premium	17
	ARTICLE 8 - PAID TIME OFF	17
8.1	Method of Payment	17
8.2	Eligibility	18
8.3	Accrual	18
8.4	Termination PTO Pay	19
8.5	PTO Cash Out During Continued Employment	19
8.6	PTO Donations	19
8.7	Request for Scheduled PTO	19
8.8	Holiday Pay	19
8.9	Rotation	20
8.10	Holiday Time Off	20
8.11	Notification of Unscheduled Absence	20
8.12	Verification	20
	ARTICLE 9 – PAID SICK LEAVE	20
9.1	Paid Sick Leave (PSL)	20
9.2	Effective Date	20
9.3	Paid Sick Leave (PSL) Accrual Rate	20
9.4	Paid Sick Leave (PSL) Rollover	20
9.5	Use of Paid Sick Leave (PSL)	20
9.6	Notice	21
	ARTICLE 10 - EXTENDED ILLNESS TIME	21
10.1	Extended Illness Time Accrual	21
10.2	Use of EIT	21
10.3	Verification	21

10.4	Recurrent Illness	21
10.5	Notice	21
10.6	Maximum Accrual	21
10.7	Notification of Unscheduled Absence	21
ARTICLE 11 - LEAVES OF ABSENCE		21
11.1	General Provisions	22
11.2	Maternity Leave	22
11.3	Military Leave	22
11.4	Educational Leave	22
11.5	Paid Professional/Education Time	22
11.6	Tuition Assistance	23
11.7	Bereavement Leave	23
11.8	Extended Illness Leave	23
11.9	WSNA Convention and/or Collective Bargaining Meetings	23
11.10	Jury Duty and Subpoenaed Witness	24
11.11	Leave With Pay	24
11.12	Leave Without Pay	24
11.13	Washington Family Care Act	24
11.14	Federal Law	24
11.15	Military Spouse Leave	25
11.16	Domestic Violence Leave	25
11.17	Concurrent Leave	25
ARTICLE 12 - HEALTH PROGRAM		26
12.1	Health Benefits	26
12.2	Life Insurance and Disability Plan	26
12.3	Routine Testing	26
12.4	Worker's Compensation	26
12.5	Retirement	26
12.6	Plan Changes	26
ARTICLE 13 - NO DISCRIMINATION		26
ARTICLE 14 – COMMITTEES		27
14.1	Conference Committee	27
14.2	Nurse Staffing and Resource Committee	27
ARTICLE 15 - IN-SERVICE		27
15.1	In-service Programs	28
15.2	Mandatory Attendance	28
15.3	Orientation to Other Units	28
ARTICLE 16 - GRIEVANCE PROCEDURE		28
ARTICLE 17 - MANAGEMENT RIGHTS & RESPONSIBILITIES		29
ARTICLE 18 – SEPARABILITY		29
ARTICLE 19 - UNINTERRUPTED PATIENT CARE		30
ARTICLE 20 - COMPLETE UNDERSTANDING		30
ARTICLE 21 - EFFECTIVE DATE AND DURATION OF THE AGREEMENT		30
Memorandum of Understanding – Pilot Project for Voluntary Float From ATH to ASH.....		32

2019-2022

EMPLOYMENT AGREEMENT

BY AND BETWEEN

ASTRIA TOPPENISH HOSPITAL

AND

WASHINGTON STATE NURSES ASSOCIATION

This Agreement is made and entered into by and between Astria Toppenish Hospital, Toppenish, Washington (hereinafter referred to as the “Employer” or the “Hospital”) and the General Duty Nurses, Charge Nurses, and Resident Nurses employed by the above named Hospital, represented by the Washington State Nurses Association (hereinafter referred to as the “Association”). The purpose of this Agreement is to promote equitable employment relations to achieve the mutual goal of providing improved patient care.

ARTICLE 1 - RECOGNITION

The Hospital recognizes the Association as the representative for all Registered Nurses employed by the Hospital as resident nurse, staff nurse, or charge nurse, excluding clinical managers and other supervisors as defined in the National Labor Relations Act.

ARTICLE 2 - ASSOCIATION SECURITY

2.1 **Membership.** All nurses who are members of the Association at the time of the signing of this Agreement and all nurses who voluntarily join the Association during the term of this Agreement must retain their membership in good standing. Any nurse who is a member of the Association may, upon the termination of this Agreement, voluntarily withdraw from the Association by giving written notice to the Association by certified mail within fifteen (15) days prior to the expiration date of this Agreement.

2.1.1 **New Hires and Current Non-Members.** Nurses who are not members of the Association on the date this Agreement is ratified and nurses hired after the effective date of this Agreement shall have ninety (90) days from the date of ratification or their date of hire, whichever is later, to notify the Association in writing by certified mail of their intention not to join the Association. Such notice must be postmarked during the ninety (90) day period and sent to the Association’s office with a copy sent to the Hospital’s Human Resources Department. In the event the current non-member or the newly hired nurse fails to exercise this option within ninety (90) days, then that nurse shall be required to become and remain an Association member in good standing within sixty (60) days from the end of the ninety (90) day period from the date of ratification or hire for newly hired nurses.

2.1.2 Membership in Good Standing. Maintenance of membership in good standing is defined for purposes of Sections 2.1 and 2.1.2 as the tendering of Association dues on a timely basis. The Association shall notify the Employer in writing of any nurse who has failed to become or maintain membership in good standing as required by Sections 2.1 and 2.1.2. Nurses who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association and such discharge will be deemed for just cause.

2.2 Payroll Deduction. The Hospital shall deduct Association dues from the nurse's pay upon written authorization from the individual nurse. Dues shall be transmitted to the office of the Association on a monthly basis.

2.3 Hold Harmless. The Association agrees to defend, indemnify, and hold the Hospital harmless against any and all claims, suits, orders, or judgments brought or issued against the Hospital as a result of the Hospital's discharge of a nurse in accordance with the provisions of Section 2.1 or for or on account of any deduction made from the wages of a nurse under Section 2.2.

2.4 Rosters. Twice a year (in the months of January and July), by an Excel spreadsheet attachment to an email, the Employer shall provide the Association with a list of those nurses covered by this Agreement. This list will contain each employee's name, mailing address, employee identification number, contact phone number, unit, shift, FTE, rate of pay, date of hire, and adjusted date of hire (for nurses who have been rehired). On the fifteenth of each month, the Employer shall provide the Association with a list of all employees covered by this Agreement who were hired and/or terminated during the previous month. The Employer shall also provide the Association with a list of all employees who transferred from non-bargaining unit positions into positions covered by this Agreement. These lists shall contain each employee's name, mailing address, employee identification number, contact phone number, unit, shift, FTE, rate of pay, date of hire, and adjusted date of hire (for nurses who have been rehired). All information provided is pursuant to Section 2.9 below.

2.5 Local Unit Chairperson. The Association shall have the right to select a local unit chairperson from among employees in the bargaining unit and agrees to promptly notify the Hospital of the identity of the person selected. Association business performed by the unit chairperson, including the investigation of grievances, will be conducted during non-working hours (e.g., rest periods, lunch periods, and before and after shift). Such activity shall not take precedence over the requirements of patient care. The Employer may, at its option, pay the local unit chairperson for time spent in discussing a grievance with management. Human Resources shall provide the names, address, and telephone number of all registered nurses at the time of new employee orientation.

2.6 Bulletin Board. The Hospital shall provide time clock bulletin board space for posting of notices of Association activities. Such materials will be signed by a designated local unit representative and a copy given to the Human Resources representative or designee prior to posting.

2.7 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for educational, business and contract vote meetings of the local unit, with or without Association staff present, provided sufficient advance written request for meeting facilities is made to the Human Resources representative or designee and space is available.

2.8 Notification and Orientation. The Hospital shall provide fifteen (15) minutes at the end of new nurse orientation for the local unit representative to introduce new nurses to the Association and the Association's contract. The Association is responsible for providing new nurses with a copy of the collective bargaining agreement. The Hospital will provide newly hired nurses with a copy of Article 2 "Association Security" within thirty days from the date of hire. The Hospital will provide the local unit chairperson with the orientation schedule one week in advance. The Hospital agrees to provide the local unit chairperson with an employee roster every thirty days. The Hospital shall provide the Local Unit Chairperson with the name, address, telephone number, assignment, and date of scheduled orientation of any newly hired nurses within fifteen (15) days of hire.

2.9 Personal Data. Nurses shall keep the Hospital informed of any changes in their addresses and telephone numbers.

ARTICLE 3 - DEFINITIONS

3.1 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 clinical training or experience within the past six (6) months or longer. A resident nurse shall be assigned as a team member under the supervision of more experienced nurses, shall be responsible for the direct care of a limited number of patients, and shall not be given assignments for which she/he has not been properly trained or oriented. Residency shall be between three (3) months and twelve (12) months in duration, unless the Manager and the nurse mutually agree otherwise. Resident nurses shall be hired at the base rate. Wage progression shall be based upon the nurse's date of hire.

3.2 General Duty Staff Nurse. A Registered Nurse who is responsible for the direct and/or nursing care of the patient.

3.3 Charge Nurse. A Registered Nurse who is assigned the duties for the responsibility of an organized unit for a shift. On units and shifts where there is a regularly assigned charge nurse, in the absence of the charge nurse, the Hospital will assign a relief charge nurse or identify a supervisor to handle the charge nurse duties. No nurse shall be required to perform the duties of a charge nurse without receiving the charge nurse premium. Charge nurse duties shall be understood as duties which the assigned charge nurse performs that the staff nurse does not perform when the charge nurse is present (other than patient assignments).

3.4 Regular Status. Regular status is held by all full-time and part-time nurses who satisfactorily complete their review period. Employment status of regular nurses shall be determined as follows:

3.4.1 Full-Time Nurse. Full-time status is held by all nurses who regularly work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day work period (1.0 FTE) or nurses who regularly work three twelve-hour shifts totaling thirty-six (36) hours within a seven (7) day period or seventy-two (72) hours in a fourteen (14) day work period (.9 FTE).

3.4.2 Part-Time Nurse. Part-time status is held by all nurses who regularly work less than forty (40) hours 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.

3.5 Per Diem Nurse. A Registered Nurse who is hired to work during any period when additional work of any nature requires a temporarily augmented work force. 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, at its sole discretion, remove the per diem nurse from the employment roster and terminate the per diem nurse.

3.5.1 Per Diem Compensation. Per diem nurses shall receive a sixteen percent (16%) premium above the contract base rate of pay, plus shift differential, worked holiday premium, and premium pay for BSN and/or certification, but shall not be eligible for any additional pay or benefits, with the exception of the 401(k) matching program and Paid Sick Leave.

3.5.2 Per Diem Compensation After Implementation of the Employer Mandated Healthcare Provision of the Affordable Care Act.

3.5.2.1 Per diem nurses who on average work less than thirty (30) hours per week each month shall continue to receive a sixteen percent (16%) premium above the contract base rate of pay, plus shift differential, worked holiday premium, and premium pay for BSN and/or certification, but shall not be eligible for any additional pay or benefits, with the exception of the 401(k) matching program and Paid Sick Leave.

3.5.2.2 Per diem nurses who on average work thirty (30) or more hours per week each month will be offered enrollment in health insurance coverage to the extent required by the Affordable Care Act and the Hospital's Plan guidelines then in effect. If such per diem nurse elects coverage, she or he shall, in addition to such health insurance, receive a five percent (5%) premium above the contract base rate of pay, plus shift differential, worked holiday premium, and premium pay for BSN and/or certification, but shall not be eligible for any additional pay or benefits, with the exception of the 401(k) matching program and Paid Sick Leave. If such per diem employee declines coverage, she or he shall receive a sixteen percent (16%) premium above the contract base rate of pay, plus shift differential, worked holiday premium, and premium pay for BSN and/or certification, but shall not be eligible for any additional pay or benefits, with the exception of the 401(k) matching program and Paid Sick Leave.

3.5.2.3 Regular status nurses who change their status to per diem status shall receive payment for any accrued and unused PTO at the nurse's base rate of pay, including BSN/certification pay, permanent charge nurse pay, and shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay, and/or other premium pay allowances, and shall have any accrued and unused EIT suspended, with no access to such benefits or additional accrual during employment as a per diem nurse. After return to or upon acquiring regular status, any suspended EIT accruals shall be reinstated.

3.6 Preceptor Nurse. A preceptor is a regular full-time or part-time nurse who is selected by the Hospital to participate in the planning, organizing, teaching, and evaluating the new skill development for resident nurses, staff nurses, and nursing students when there is no faculty instructor on premises. Preceptors must demonstrate clinical expertise and patient care, communication and leadership skills, and interpersonal relationships, and be able to teach these skills in a close one to one relationship with resident nurses. Preceptors are assigned by the Hospital to a designated nurse resident on a consistent basis. Nurses who are precepting will have those additional responsibilities considered in their work assignment and, whenever possible, will be consulted before residents are promoted to staff nurse. Preceptor pay will be paid to those who provide relief to the preceptor per shift of two (2) or more hours in duration. Preceptor assignments may be made for the orientation of experienced nurses at the discretion of the Hospital.

3.7 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse's hourly wage rate (Article 6), shift differential when the majority of hours worked fall in the evening or night shift (Section 7.1), BSN/MSN recognition (Section 7.5), certification pay (Section 7.5), charge pay when the nurse is regularly assigned as charge (Section 7.7) and the wage premium in for per diem nurses (Section 3.5).

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1 Workday. A standard work day shall consist of eight (8) hours work to be completed in eight and one-half (8 ½) consecutive hours with a thirty (30) minute meal period on the nurse's own time if the nurse is relieved of duties during this period. If the nurse is unable to leave the unit, or is not effectively relieved of her/his duties, then overtime shall be paid for the meal period. Other innovative work days and work periods may be utilized with mutual agreement in writing between the Hospital, the individual nurse, and with prior written notice to the Local Unit Chairperson.

4.2 Work Period. The standard work period shall consist of forty (40) hours' work within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

4.3 Innovative Scheduling. An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any provision of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Association will review and determine conditions of employment relating to that work schedule. Existing innovative schedules authorized by the Hospital include (1) three 12-hour shifts with thirty-six (36) hours of pay and full-time insurance benefits; (2) four 10-hour shifts; and (3)

a combination of 8-hour and 12-hour shifts. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule that was in effect prior to the innovative schedule, after at least thirty (30) days' advance notice to the nurse.

4.4 Overtime. Any time actually worked beyond the standard or innovative work day or the standard or innovative work period shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift and if authorized by the Clinical Manager or Administrative Nursing Supervisor. Overtime pay shall begin as of the end of the scheduled shift and shall be calculated to the nearest fifteen (15) minutes. There shall be no pyramiding of overtime when two (2) or more contract provisions requiring the payment of 1 ½ (or 2x) the regular rate of pay could be applied to the same hours worked. When a nurse is eligible for both 1 ½ and 2x for the same hours worked, the nurse would receive only the highest rate.

4.4.1 When a nurse works more than four (4) hours after completing her/his regular eight (8) hour shift, additional consecutive hours shall be paid at double time (2x). Nurses who work a regular shift of ten (10) or twelve (12) hours, shall receive double time (2x) after fourteen (14) consecutive hours.

4.5 Time Paid For But Not Worked. Time paid for but not worked shall count as time worked for purposes of computing anniversary dates, seniority, and benefits.

4.6 Rest Periods. Nurses shall receive a fifteen (15) minute rest period on the Hospital's time for each four (4) hours of working time. Meal and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (½) hour. Nurses required by the Employer to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay.

4.7 Schedules and Weekend Duty. Unless mutually agreed otherwise by the Hospital and employee, the Hospital shall schedule all regular full-time and part-time nurses for every other weekend off. When a full-time or part-time nurse works on the scheduled weekend off, all time worked on that weekend shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. The following regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The Hospital shall determine and post monthly work schedules fourteen (14) days prior to their effective date.

The weekend shall be defined for day and evening shift nurses as Saturday and Sunday, and for night shift nurses as Friday and Saturday night. No nurse shall be required to work in excess of six (6) consecutive days, unless the nurse agrees otherwise. Established schedules may be amended by mutual agreement at any time.

Where operational needs of the Hospital can be met without agency or overtime, the Hospital will endeavor to schedule nurses who have been employed, who have requested not to work weekends to reduce weekend schedules by order of seniority.

4.8 Temporary Reduction in Patient Census or Surgical Schedules. When advised of reductions in patient census or surgical schedules, nurses may be given time off without pay on the day scheduled, provided such is agreeable with the Hospital.

4.9 Work on Day Off. Full-time nurses who are requested by the Hospital to work and agree to work on their day off will be paid at one and one-half (1 ½) times their regular rate of pay provided the nurse works all scheduled shifts that week except for low census conditions; or the nurse is called in from a vacation period prescheduled a month or more in advance.

4.10 Low Census. In order to cover low census periods, the Hospital will implement a low census release schedule as set forth below. Seniority, PTO, and EIT benefits shall accrue for low census hours and callback hours. Nurses who take low census may use accrued PTO during periods of low census.

- (a) agency and non-guaranteed travelers;
- (b) overtime, wherever possible;
- (c) volunteers;
- (d) per diem nurses;
- (e) return to authorized hours (FTE);
- (f) mandatory reductions in hours worked by regular nurses, rotated on an equitable basis, which, insofar as practical, shall be assigned on the basis of inverse seniority. A guaranteed traveling nurse (employed on a contract basis for a defined period of weeks) shall participate in the rotation of low census with other regular nurses. When a guaranteed traveling nurse is subject to low census, the nurse may be assigned other work off the unit, provided no regular nurse is low censused as a result of this assignment. The Hospital reserves the right to adjust the order of implementation of low census time based on required skill levels and operational requirements of the Hospital. Inadvertent failure to follow this procedure will be corrected as soon as possible.

The parties agree to discuss issues of excessive low census in conference committee upon the reasonable request of either party, and the Hospital further agrees to provide data on all RN low census hours in advance of the conference committee meeting.

4.10.1 Low Census 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 not required to report for work on that shift as a result of low census reductions. If placed on low census prior to the beginning of a scheduled shift, the nurse will be either low censused or in an on-call status for the entire shift, unless an alternative agreement is agreed to by the nurse and the Hospital.

4.11 Rest Between Shifts. Each regular full-time and regular part-time nurse shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed upon between the nurse and the Hospital. If the nurse returns in less than ten (10) hours, the first eight (8) hours shall be paid at one and one-half (1 ½) times the regular rate and any subsequent hours shall be paid at twice the regular rate. This does not apply when the shift change is at the request of the nurse, or by nurses, due to attendance at non-mandatory meetings, or when the nurse is receiving standby/On Call (Section 7.2) or Callback (Section 7.3).

4.12 Work in Advance of Shift. When a nurse, at the request of the Hospital, agrees to and does report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half times (1 ½) the regular rate of pay.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Review Period. The first three (3) months of employment shall be a review period. After three (3) months of continuous employment (520 hours for part-time nurses), the nurse shall be considered a regular employee, unless specifically advised by the Employer in writing of an extended review period not to exceed an additional three (3) months. The Hospital retains the right to terminate nurses during the review period without notice or pay in lieu of notice. Nurses on review period status are not required to give two (2) weeks' notice of intention to terminate.

5.2 Notice of Resignation. Regular nurses should give at least three (3) weeks' written notice of resignation. If a regular nurse gives at least two (2) weeks' notice but less than three (3) weeks' notice, she/he shall be paid only half of her PTO pay upon termination. If a regular nurse gives less than two (2) full weeks' notice, she/he will lose any accrued PTO pay upon termination, unless the nurse is unable to give more than two (2) weeks' notice.

5.3 Probationary Period. If a regular nurse's work performance is unsatisfactory, the nurse shall be placed on performance review by the Clinical Manager in writing, explicitly stating the reasons for such probation. The nurse's supervisor will counsel with the nurse during the performance review, and will specify what the nurse must do in order that the nurse's performance may be deemed satisfactory. At the end of the review period the nurse will receive a performance evaluation to determine if employment is to be continued. A performance review shall not exceed three (3) months, unless agreed to by the individual nurse and the Clinical Manager. Status shall not be affected by the review period.

5.4 Discipline and Discharge for Just Cause. The parties agree that in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective nurse-management relations. A Registered Nurse shall only be disciplined or discharged for just cause. A written record of the charges forming the basis for a disciplinary action shall be made available to the affected nurse at the time the action is taken. Any disciplinary action taken against a nurse shall be appropriate to the behavior which precipitated the disciplinary action.

To this end, in order of increasing severity, the system of progressive disciplinary actions which the Employer may take against a nurse include:

1. Verbal warning
2. Written reprimand
3. Suspension
4. Termination

Which disciplinary action is taken depends upon the seriousness of the affected nurse's conduct.

5.5 Layoff.

5.5.1 Definitions. The following definitions shall govern during any layoff of bargaining unit nurses and will also apply to restructure and recall under Sections 5.6 to 5.8:

1. Seniority. "Seniority" shall mean a nurse's continuous length of service as a full-time or part-time nurse from the nurse's most recent date of hire as a Registered Nurse. A nurse shall have no seniority for the first three (3) months of employment, or the review period whichever is longer, but upon successful completion of this review period, seniority shall be retroactive to the date of hire. If a full-time or part-time nurse changes her/his status to that of a per diem nurse or moves into a non-bargaining unit position and later returns to full-time or part-time status without a break in service, the nurse will not lose credit for time spent as a full-time or part-time nurse but will not receive seniority credit for time spent as a per diem nurse or in a non-bargaining unit position.

2. Layoff. "Layoff" is defined as a mandatory reduction in the number of nurses employed by the Employer for an indefinite period of time or a mandatory reduction in a nurse's scheduled hours (FTE), except that a mandatory reduction in FTE as a result of a restructure shall be subject to Section 5.6.

3. Qualified. "Qualified" shall mean the necessary skills, licenses, certifications, and ability to independently provide safe, direct patient care and delegation to other care providers for the standard caseload on the unit with up to two (2) weeks of orientation/retraining.

4. Comparable Position. For purposes of evaluating a displaced nurse's bumping options, a "comparable position" means a position within a .1 FTE of the nurse's current position.

5. Displaced Nurse. A "Displaced Nurse" is a nurse whose position has been identified and eliminated by the Hospital during a layoff but the nurse's seniority allows the nurse to avoid layoff by bumping into the position of a least senior nurse.

5.5.2 Procedure. The following procedures shall govern during any layoff of bargaining unit nurses:

1. Layoff Procedure. In the event the Hospital determines a layoff to be necessary, the Hospital shall identify the unit(s), shift(s), and position(s) that will be subject to

layoff/reduction. The Hospital will first release non-bargaining unit nurses (agency, contract, traveler) from the affected unit(s).

- a. **Notification.** Where possible, the Hospital will give at least thirty (thirty) days advance written notice of a layoff to the Association, the Local Unit Chairperson, and any nurses who may be laid off, or pay in lieu of. The Hospital and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff. The Association and the Hospital shall continue to meet at reasonable intervals until the layoff procedures have been completed in order to address issues which may arise. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.
- b. **Bumping Rights.** Subject to the provisions hereof, and provided that patient care needs and operational needs of the Hospital are met, Displaced Nurses shall have the following rights to bump into positions of less-senior nurses in the Hospital:
 - A Displaced Nurse may bump into the position of the least-senior nurse in the Hospital holding a Comparable Position.
 - If the Comparable Position of the least-senior nurse in the Hospital is a position for which the Displaced Nurse is not Qualified, the position of the next least-senior nurse holding a Comparable Position shall be made available for bumping, provided the Displaced Nurse is Qualified.
- c. **Seniority List.** The Hospital shall provide a seniority roster of all Bargaining Unit nurses to the Local Unit Chairperson and the Association. This roster will identify every nurse's seniority, unit, shift, and FTE.
- d. **Nurses May Choose Layoff.** Any nurse may choose to be laid off rather than exercise her/his seniority rights to bump into the position of a less senior nurse without affecting the nurse's recall rights.

5.6 Restructure of Staff. Restructure of staff may occur when staff on one or more units are reallocated or the FTE complement of one or more units is reconfigured or changed, including as a result of the merger, consolidation, expansion or division of one or more units, or the elimination or creation of innovative schedules that affects three or more nurses (e.g. 12-hour staffing to 8 or 10-hour staffing, or vice versa). The Employer will give the Association and the Local Unit Chairperson or designee at least three (3) business days advance written notice of restructure. This notice will be treated confidentially until the affected nurses are formally notified by the Employer. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized to accomplish the restructure. A local unit chairperson, or designee, shall be present when, in accordance with the following procedures, new position assignments are made by the Hospital. The specific method by which nurses are provided with their options may vary depending on the circumstances. All affected full-time and part-time nurses will be given at least fourteen (14) days'

written notice in advance of the implementation date of the change in the structure of the unit or units. In the event the Employer determines that a reallocation of staff or reconfiguration of FTE is necessary, the following procedure will be followed:

5.6.1 The Employer will eliminate all existing positions (including those positions currently filled by agency or traveler nurses) on the unit or units to be restructured.

5.6.2 The Employer will determine and post the number of full-time and part-time FTEs by shift required for the new or restructured unit or units. The posted positions shall be identified by unit, shift, and hours per pay period. At this time, the Employer shall also determine any specific skill or qualification requirements needed on each shift.

5.6.3 Least Senior Position Roster. If the restructured unit or units results in fewer positions after the restructure than existed prior to the restructure, the Employer will first release all non-bargaining unit nurses (agency, contract, traveler) for the affected unit or units. The Employer shall provide a listing made up of vacant positions and a sufficient number of positions held by the least senior nurses in the bargaining unit so that the total number of listed positions equals the number of positions that were reduced as a result of the restructure. (For example, if a unit has thirty (30) positions prior to a restructure and twenty-five (25) after the restructure, the Employer would list all vacant positions and the least senior nurses' positions until five (5) total positions are listed.)

5.6.4 By seniority, nurses may choose from the positions available on the restructured unit or units or may select the position of the least-senior nurse on the Least Senior Position Roster holding a Comparable Position for which the nurse is Qualified. Nurses who are not able to bump shall be laid off with recall rights.

5.6.5 If a nurse is displaced from their unit as a result of a restructure, the displaced nurse will have the first right of refusal to return to the unit from which the nurse was displaced in the event a position on the unit for which the nurse is Qualified is posted within twelve (12) months of the displacement. If more than one nurse was displaced from a unit, the nurses will be offered the right of return in order of seniority.

5.7 Recall. In the event of a layoff, the names of such nurses relieved from duty shall be placed upon a reinstatement roster for a period of one (1) year from the date of layoff. A nurse shall be removed from the roster only upon re-employment or refusal to accept a Comparable Position. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, provided that the regular full-time and part-time employees on such roster shall be first reinstated, provided competence and ability are not overriding factors. Upon reemployment from such roster within twelve (12) months, the nurse shall retain all previously accrued and unused benefits as well as seniority. A nurse shall not accrue benefits or seniority while on layoff.

5.8 Loss of Seniority/Recall Rights. Seniority shall be lost if the nurse is not recalled from layoff within twelve (12) months. Nurses shall be terminated from the Hospital and will forfeit their right to recall, as well as their seniority, only for one of the following reasons:

1. Voluntary termination;
2. Discharge for just cause;
3. Failure to report from layoff within fourteen (14) days if the nurse is required to provide such notice to an interim employer or within three (3) days if the nurse is not employed elsewhere after receiving written notification of a Comparable Position;
4. Failure to keep the Hospital informed of current address while on layoff status;
5. A nurse who declines a recall to a Comparable Position.

5.9 Use of Laid Off Nurses. Nurses on layoff who are qualified and who have notified the Hospital in writing of a desire to be assigned extra shifts shall be given the first opportunity to work additional shifts as needed before such shifts are offered to per diem nurses. To the extent feasible, such shifts will be offered to nurses on layoff in order of seniority up to but not exceeding the nurse's number of scheduled hours before layoff. An offer to work additional shifts shall not be considered a recall.

5.9.1 Request to Work Additional Shifts. Full-time or part-time nurses on layoff may complete a form listing the shifts and units where the nurse feels qualified to perform the work normally performed by a per diem nurse.

5.10 Personnel Information. Personnel records will be maintained for each nurse. Information contained in the personnel record will include among other information relevant to the nurse's employment: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. A Human Resources representative will be in attendance. Nurses will be given the opportunity to provide a written response to any written evaluations, disciplinary actions, or any other material to be included in the personnel file. Documentation regarding rate of pay, unit, shift, hours of work, reason for termination (whether quit, discharge, or retirement), change in employment status, and leaves of absence, shall be in writing with a copy given to the nurse. The nurse will be given a copy of any material placed into the nurse's file after the effective date of this Agreement at the time the material is placed in the file. Upon request, a nurse will be given a copy of any material in the employee's personnel file that is relevant to the nurse's concerns without charge. Additional copies will be at the nurse's expense. Scheduled hours for the Human Resources representative will be posted on the human resource office door. On the day that they receive their annual performance appraisal, each nurse will be provided a document stating: their hire date, current step, base pay rate, date of next step increase, position held, and any BSN or certification pay.

5.11 Evaluations. Evaluations are to be prepared and presented prior to the completion of the first ninety (90) days of employment and no less than annually thereafter. The number and acuity level of patients assigned to a nurse will be considered in the nurse's performance appraisal. When such a formal written appraisal is carried out, the nurse shall be made aware of the appraisal and shall signify, in writing, awareness of the appraisal. If the nurse disagrees with the appraisal, the nurse may object in writing to the appraisal, and such objection shall be retained by the Hospital

with the appraisal. Performance appraisals will include peer review if requested by the nurse or the supervisor sixty (60) days prior to the date the evaluation is due.

A nurse who has made a written response to her/his evaluation setting forth objective reasons for the nurse's disagreement with the evaluation may, if the evaluation is not changed as requested, utilize the first two steps of the grievance procedure to review the evaluation. Only the final revised evaluation, if revision is made, will be retained in the nurse's personnel file. A nurse shall receive a copy of the evaluation when presented.

5.12 Personnel Vacancies and Posting. All vacancies, including shift changes or staff promotions, shall be posted for a minimum of seven (7) calendar days on the Employer's regular online job posting website, prior to selection. Applications for a vacant position shall be made using the Employer's regular electronic application process, within this seven (7) day period. Currently employed nurses shall be given consideration for all vacant positions. When applicants' skills, abilities and qualifications for such vacancies are equal, seniority shall be the determining factor.

5.12.1 New Hires from Other Astria Health System Employers. Employees hired by the Employer from a separate employer within the Astria Health System will, upon completion of the required review period, be credited with the seniority as defined in Section 5.5.1 for eligible time worked as an employee at the other Astria Health System employer for the purpose of paid time off and benefit accruals.

5.13 Orientation. Newly hired resident nurses shall receive orientation under direction of an experienced nurse. A nurse will not be required to float for a minimum of two (2) months from date of hire or until completion of residency, whichever is longer. During the nurses' initial orientation to the Hospital, each nurse will be scheduled up to four (4) hours on each unit to which the nurse may be required to float later. If, due to operational needs, this four (4) hour orientation cannot be scheduled/completed during the nurse's initial orientation to the Hospital, the four (4) hour orientation will be rescheduled to occur at a time designated by the Hospital. Nurses shall not be assigned to a unit for which they have not been appropriately oriented. Request for special orientation may be granted when scheduling permits.

5.14 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 issued, volunteers will first be sought. Shift rotation shall be distributed among the staff as equitably as possible.

5.15 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.

5.15.1 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 behavioral health unit, emergency department, family maternity center, intensive care unit, medical surgical, OR, PACU, and Endoscopy. 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.

5.16 Substance Abuse Testing/Fitness for Duty.

5.16.1 General. Upon employment at Hospital, nurses covered by this Agreement shall be subject to the provisions of Policy B.4: Substance Abuse Testing/Fitness for Duty, which includes provisions for pre-employment testing, reasonable cause testing, and missing substance testing.

5.16.2 Grievance/Arbitration. The Parties agree that the Association shall have the right pursuant to the Grievance and Arbitration provisions of Article 16 to assert a claim that the Hospital's administration of the Substance Abuse Policy in the testing of any nurse is arbitrary, capricious, or discriminatory.

5.17 Influenza Vaccination. The Employer will provide nurses with an annual influenza vaccination through the employee health office at no cost. All nurses who provide patient care or who work in patient care areas must select one of the options described below:

(a) Option 1 – A nurse may elect to obtain an annual influenza vaccination from the Employer, or provide proof of vaccination to the employee health office. The Employer will provide notice to nurses each year of the availability of influenza vaccinations and the date by which vaccination must be obtained.

(b) Option 2 – A nurse may elect not to obtain an annual influenza vaccination and wear a breathing mask when providing patient care or working in a patient care area for the duration of the flu season as determined by the CDC.

ARTICLE 6 - WAGES

6.1 Wage Increases.

6.1.1 Effective on the first full payroll period following ratification, nurses will receive an increase to their base wage rate, as specified in the Section 6.1.2 base wage rate tables.

Effective on the first full pay period following July 1, 2023, nurses shall receive a three percent (3%) increase to their base wage rate, as specified in the Section 6.1.2 base wage rate tables.

Effective on the first full pay period following July 1, 2024, nurses shall receive a three percent (3%) increase to their base wage rate, as specified in the Section 6.1.2 base wage rate tables.

6.1.2 The Parties agree that the annual wage scale increase adjustments set forth in this Article, are not intended to survive or extend beyond the expiration or termination of this Agreement. Upon expiration of this Agreement, the wage ranges shall remain unchanged unless and until ratification of a successor Collective Bargaining Agreement.

	Astria Toppenish	First Full Payroll Period Following Ratification	First Full Payroll Period Following July 1, 2023	First Full Payroll Period Following July 1, 2024
Base	\$29.18	\$35.02	\$36.08	\$37.16
1	\$29.99	\$36.06	\$37.15	\$38.26
2	\$30.96	\$37.15	\$38.27	\$39.41
3	\$31.91	\$38.28	\$39.42	\$40.61
4	\$32.86	\$39.41	\$40.59	\$41.81
5	\$33.82	\$40.58	\$41.80	\$43.05
6	\$34.89	\$41.80	\$43.05	\$44.35
7	\$35.88	\$43.05	\$44.35	\$45.68
8	\$36.96	\$44.36	\$45.69	\$47.06
9	\$38.09	\$45.68	\$47.05	\$48.47
10	\$39.21	\$47.03	\$48.45	\$49.90
11	\$39.21	\$48.44	\$49.90	\$51.39
12	\$40.60	\$49.90	\$51.40	\$52.94
13	\$40.60	\$51.40	\$52.94	\$54.53
14	\$42.05	\$52.95	\$54.54	\$56.17
15	\$42.05	\$52.95	\$54.54	\$56.17
16	\$43.30	\$54.54	\$56.18	\$57.86
17	\$43.30	\$54.54	\$56.18	\$57.86
18	\$44.54	\$56.18	\$57.87	\$59.60
19	\$44.54	\$56.18	\$57.87	\$59.60
20	\$45.90	\$57.85	\$59.59	\$61.38
21	\$45.90	\$57.85	\$59.59	\$61.38
22	\$45.90	\$59.58	\$61.37	\$63.21
23	\$45.90	\$59.58	\$61.37	\$63.21
24	\$45.90	\$61.36	\$63.21	\$65.10
25	\$47.26	\$61.36	\$63.21	\$65.10

26	\$47.26	\$63.24	\$65.14	\$67.09
27	\$48.69	\$63.24	\$65.14	\$67.09
28	\$48.69	\$65.13	\$67.09	\$69.10
29	\$48.69	\$65.13	\$67.09	\$69.10
30	\$50.15	\$67.09	\$69.10	\$71.17

6.2 Date of Implementation. Wage increases, longevity steps, and all other changes in compensation provided for in this Agreement will be implemented the first day of the pay period following the increase.

6.3 Recognition of Previous Experience. Nurses hired during the life of this Agreement shall be given full credit for recent experience when placed on the wage schedule.

Recent experience shall be defined as nursing experience in an approved health care setting as determined by the Hospital. It shall remain the prerogative of the Hospital to establish at which step in the schedule to place newly hired nurses in all other circumstances. Placement in the wage schedule based on previous experience has no impact on the accrual of benefits, determining seniority, or computing time for awards of recognition.

6.4 Longevity Step Increases. Longevity step increases for all full-time and part-time nurses will be effective the first full pay period following the nurse's anniversary date.

ARTICLE 7 - PREMIUM PAY

7.1 Shift Differential.

\$3.00 evenings – 3:00 p.m. to 11:00 p.m.
\$4.25 nights – 11:00 p.m. to 7:00 a.m.

Nurses shall be paid the designated evening or night shift differential if a majority of hours worked fall on the designated evening or night shift.

7.2 Standby/On Call. Standby/on call shall be paid at the rate of four dollars (\$4.00) per hour. Stand-by on the holidays identified in Section 8.8 shall be paid at the rate of five dollars (\$5.00) per hour. Stand-by duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. A communication device shall be available for Registered Nurse personnel on call.

7.2.1 Low Census Standby/On Call. The hospital shall maintain its current practice with respect to low census standby/on call. Low census standby/on call time shall be paid at the rate of four dollars (\$4.00) per hour.

7.2.2 Excessive Standby. OR and PACU nurses will be paid at the rate of seven dollars (\$7.00) per hour for every hour of standby/on call after being scheduled in standby/on call status

in excess of fourteen (14) days within one calendar month. Voluntary or employee initiated standby/on call hours are excluded from the above premium.

7.3 Callback. Any time worked in callback including callback from low census during otherwise regularly scheduled hours shall be compensated at the rate of time and one-half the regular rate.

When called back, the nurse shall receive time and one-half (1 ½) pay for any time actually worked with a three (3) hour minimum. Callback pay on a holiday shall be in addition to straight time holiday pay. OR nurses called back and not on call shall receive double time for those hours actually worked.

7.3.1 Use of EIT. OR and PACU nurses who work four (4) or more hours of callback during the night shift (11:00 p.m. – 7:00 a.m.) and are scheduled to report for regular shift before 12:00 p.m. the following day, shall be allowed to utilize EIT pay to cover an absence during the following shift.

7.4 Report Pay. Nurses who report for work as scheduled shall receive a minimum of three (3) hours of work at the straight time rate. This commitment shall not apply when the Employer has made a good faith effort to notify the nurse at least one and one-half (1 ½) hours in advance of the scheduled shift not to report to work. Documented attempts to reach the nurse will be recorded by the Employer.

7.5 BSN/MSN & Certification Pay. Nurses having a BSN, MSN, or Certification through ANA will receive one dollar and fifty cents (\$1.50) per hour.

7.6 Preceptor Pay. Nurses who are assigned the role of preceptor will receive a premium of one dollar and fifty cents (\$1.50) per hour.

7.7 Charge Pay. Nurses who are assigned by their department manager or designee as a Charge Nurse (or relief charge nurse) will receive a premium of two dollars and fifty cents (\$2.50). Nurses who are assigned permanent charge duties shall receive this premium as part of their base rate of pay.

7.8 Weekend Premium. A staff Registered Nurse working on a weekend shall receive three dollars (\$3.00) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend shall be defined for day and evening personnel as Saturday and Sunday, for night personnel the weekend shall be defined as Friday and Saturday night. The weekend premium will not be considered a part of the regular rate of pay for overtime calculations.

ARTICLE 8 - PAID TIME OFF

8.1 Method of Payment. Paid Time Off (PTO) is paid at the nurse's base wage, including BSN/certification pay, permanent charge nurse pay, and shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay, and/or other premium pay or allowances.

8.2 Eligibility. Regular full-time and part-time nurses are eligible to use PTO, to the extent accrued and unused, on the nurse's 90th day of employment. PTO may be used for personal time off or time off taken by an employee due to illness, injury, or the illness of a qualified family member (as defined in Section 10.2).

8.3 Accrual. PTO is accrued by regular full-time employees from the beginning date of employment according to the following schedule for full-time nurses.

<u>Years of Service</u>	<u>8 Hour Days per Year (FT RNs)</u>	<u>Hours per Year (FT RNs)</u>	<u>Hours per Pay Period (FT RNs)</u>	<u>Accrual Rate Per Hour</u>
0 – 4 yrs	23	184	7.0769	.0885
4+ - 10 yrs	28	224	8.6154	.1077
10+ - 11 yrs	33	264	10.1538	.1269
11+ - 13 yrs	34	272	10.4615	.1308
13+ - 15 yrs	35	280	10.7692	.1346
15+ - 17 yrs	36	288	11.0769	.1385
17+ - 19 yrs	37	296	11.3846	.1423
19+ yrs	38	304	11.6923	.1462

Regular full-time nurses hired on or after January 1, 2016, will accrue PTO according to the following schedule for full-time employees:

<u>Years of Service</u>	<u>Eight (8) Hour Days Per Year</u>	<u>Hours Per Year (FT RNs)</u>	<u>Hours Per Pay Period (FT RNs)</u>	<u>Accrual Rate Per Hour</u>
0-4 years	20.7	165.6	6.36	.08
4+ - 10 years	25.2	201.6	7.75	.10
10+ - 11 years	29.7	237.6	9.14	.11
11+ - 13 years	30.6	244.8	9.42	.12
13+ - 15 years	31.5	252	9.69	.12
15+ - 17 years	32.4	259.2	9.97	.12
17+ - 19 years	33.3	266.4	10.25	.13
19+ years	34.2	273.6	10.52	.13

Regular part-time nurses receive a share of the schedule based on actual hours worked (regular and overtime hours, but excluding standby) but not more than the full-time rate each pay period.

8.3.1 Maximum Accrual. Nurses are expected to use at least eighty (80) hours of PTO per year. It is also recommended that nurses reserve at least fifty-six (56) hours of PTO to cover emergencies. Except as provided below, nurses may not accrue more than one times their annual PTO accrual level at any given time. Hours in excess of one year's accrual shall be removed from the nurse's account.

8.3.2 Accruals in Excess of One Year's Annual Accrual. If a nurse is unable to use sufficient PTO to bring her or his account below one year's accrual maximum because she or he has had two (2) or more PTO requests denied, the nurse may carry over those hours which were requested off into the following quarter or exercise the options under the PTO cash out provision as outlined in Subsection 8.5.

8.4 Termination PTO Pay. The nurse who leaves their employment with the Employer after at least one (1) year of continuous employment and after giving the required three (3) weeks' written notice, as identified in this Agreement, shall be entitled to payment for any accrued and unused PTO at the employee's base rate of pay, including BSN/certification pay, permanent charge nurse pay, and shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay, and/or other premium pay allowances.

8.5 PTO Cash Out During Continued Employment. After one year of continuous employment, in each calendar quarter thereafter, nurses may cash out sixty (60) hours of PTO at eighty-five percent (85%) of the value based on the nurse's base rate of pay, including BSN/certification pay, permanent charge nurse pay, and shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay, and/or other premium pay allowances, at the time the request is made.

8.6 PTO Donations. If an employee of the Hospital suffers a serious injury or illness, as determined by the Employer, nurses may donate PTO time to the sick/injured employee.

8.7 Request for Scheduled PTO. A nurse desiring to utilize scheduled PTO shall request the desired PTO as far in advance as is reasonable, but not less than four (4) weeks before the work schedule is posted. The nurse will be notified in writing a reasonable time before the requested PTO whether the PTO is approved. Nurses requesting to schedule PTO over 60 days in advance will be notified in writing at least thirty (30) days in advance of the requested PTO whether their request is approved. Requests shall be made in writing through an electronic request system implemented by the Hospital or, in the absence of an implemented request system, to the appropriate department director or manager. In the case of conflicting requests for scheduled PTO, seniority shall prevail; seniority shall not affect approved PTO.

A nurse will be paid no more than her accrued and unused PTO to replace regularly scheduled shifts during the scheduled PTO period. All approved PTO requests are granted contingent on the nurse having sufficient accrued and unused PTO available at the time of use to replace all regularly scheduled shifts during the scheduled PTO period. If a nurse does not have sufficient accrued and unused PTO available at the time of the scheduled PTO period, the nurse may be scheduled to work by the Employer up to the nurse's regular FTE. However, the Employer will not schedule a nurse to work during a scheduled PTO period if the nurse has in the previous twelve (12) months used PTO when subject to mandatory low census equivalent to greater than 50% of the nurse's annual PTO accrual level under Section 8.3.

8.8 Holiday Pay. Nurses required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, or Christmas Day shall be paid one and one-half (1 ½) the nurse's regular rate of pay for all hours worked on the holiday. For nurses working

the night shift (11:00 p.m.-7:00 a.m.), holiday pay shall be given for the shift where the majority of the hours worked on that shift are on the designated calendar date for the holiday. Night nurses shall be paid for hours worked on change of daylight saving time.

8.9 Rotation. It is agreed that holiday work shall be rotated within each unit to the extent possible as determined by the nurse's supervisor.

8.10 Holiday Time Off. Holiday prime time is three days prior to, and the three days after the following holidays: Independence Day, Thanksgiving Day, Christmas Day. Seniority shall prevail with regard to holiday prime time for nurses on the same holiday rotation.

8.11 Notification of Unscheduled Absence. All nurses shall notify the Hospital at least three (3) hours in advance of the nurse's scheduled 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 the department director or manager.

8.12 Verification. Verification by a treating Health Care Provider (including at the nurse's option the Employee Health Nurse) may be required when taking PTO of three (3) consecutive work days or longer.

ARTICLE 9 - PAID SICK LEAVE

9.1 Paid Sick Leave (PSL). Paid Sick Leave (PSL) is that bank of time accrued to provide nurses with paid sick leave coverage required by the Washington State Paid Sick Leave Law, RCW 49.46.200, et seq.

9.2 Effective Date. Paid Sick Leave will accrue beginning on the ratification date of this Agreement.

9.3 Paid Sick Leave (PSL) Accrual Rate. PSL is accrued by all nurses at the hourly accrual rate of .025 hours for each hour worked. New nurses will begin accruing PSL upon commencement of employment.

9.4 Paid Sick Leave (PSL) Rollover. PSL rollover is based on the calendar year. At the end of each calendar year a nurse may roll over up to a maximum of 40 hours of accrued and unused PSL into the next calendar year. Hours not rolled over shall be transferred to the nurse's EIT balance unless the nurse is not eligible to accrue EIT or has met or exceeded the maximum EIT accrual, in which case the PSL hours not rolled over shall be removed from the nurses' account.

9.5 Use of Paid Sick Leave (PSL). PSL may be used, to the extent accrued and unused, beginning on the 90th day of employment. PSL may be used for the purposes and in the manner set forth in the Employer's policy regarding paid sick leave, consistent with the provisions of the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq., and for any purpose required by applicable law. When used, PSL is paid at the nurses' base rate of pay, including BSN/certification pay, permanent charge nurse pay, and shift differential for personnel permanently assigned to

evening or night shifts, excluding overtime, standby pay, and/or other premium pay or allowances. PSL hours will not be cashed out.

9.6 Notice. If the need for PSL is foreseeable, the nurses must provide notice at least ten (10) days, or as early as practicable, in advance of the use of PSL.

If the need for PSL is unforeseeable, the nurses must provide notice to his/her supervisor or designee as soon as possible before the scheduled start of the nurses' shift, unless it is not practicable to do so or a different notice period is required by applicable law. Nurses are expected to notify the Employer as set forth above each day of any unforeseeable absence.

ARTICLE 10 - EXTENDED ILLNESS TIME

10.1 Extended Illness Time Accrual. Regular nurses shall accrue Extended Illness Time (EIT) at the hourly accrual rate of .00962 hours for each paid hour.

10.2 Use of EIT. EIT may be used beginning on the 90th day of employment. EIT may be used following the second complete shift missed (8, 10, or 12 hours) due to illness, injury, or temporary disability of the nurse, the nurse's minor child, or to care for qualified family members in accordance with and subject to the Washington Family Care Act (RCW 49.12.265-.295) and applicable regulations as they may be amended from time to time, or as required by other applicable law or regulation, provided that a nurse must use all available PSL before accessing EIT for the nurse's illness, injury, or temporary disability. Nurses who have more than fifty percent of their maximum EIT leave accrual in their leave bank will not be required to use PTO to satisfy any waiting period.

10.3 Verification. Verification by a treating Health Care Provider (including at the nurse's option the Employee Health Nurse) may be required when taking EIT of three (3) consecutive work days or longer.

10.4 Recurrent Illness. If a nurse returns from EIT and must be absent again within ten (10) calendar days for the same condition that justified the taking of EIT under Section 10.2, the nurse may access EIT as if the condition had resulted in consecutive absences.

10.5 Notice. It is a nurse's responsibility to keep the department head apprised of the status, but not the specific nature, of the nurse's condition and expected date of return.

10.6 Maximum Accrual. The maximum accrual of EIT shall be one thousand and forty (1040) hours. Upon request, the nurse's director shall provide nurses with their EIT balances.

10.7 Notification of Unscheduled Absence. All nurses shall notify the Hospital at least three (3) hours in advance of the nurse's scheduled 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 the department director or manager.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 General Provisions. All leaves are to be requested through the Clinical Manager in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital. One day of leave without pay may be taken by the nurse with the mutual agreement of the Clinical Manager without prior authorization in writing.

11.2 Maternity Leave. A leave of absence shall be granted upon request of the nurse for the period of disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed the period of the nurse's temporary physical disability, the nurse shall return to work on the same unit, shift, and former full-time or part-time status. Thereafter, for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued PTO/PSL/EIT during the period of disability, and PTO thereafter, to the extent accrued, during the maternity leave. The Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

11.3 Military Leave. Military leave shall be granted so that the nurse may maintain status in the military reserve. Leave shall be granted without pay and without loss of benefits accrued to the date such leave commences and shall not be considered part of annual PTO time. An employee who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to his or her former position, or to a position of like seniority, status and pay.

11.4 Educational Leave. After one year of continuous employment, permission may be granted for leave of absence without pay for study without loss of accrued benefits.

11.5 Paid Professional/Education Time. After one (1) year of continuous employment, full-time nurses shall be allowed up to thirty-two (32) hours of paid educational leave per fiscal year. Such leave shall be subject to scheduling requirements of the Hospital, approval by the Hospital of the subject matter to be studied, and certification of attendance and/or completion of the course. Such time may be used on an hourly basis. Regular part-time nurses shall be allowed a prorated share of the thirty-two (32) hours based on their officially authorized schedule.

11.5.1 Approved Nursing Education Courses. Nurses who request to attend approved nursing education courses shall do so in writing sixty (60) days in advance of the course. If the Hospital denies the request, it shall be in writing and give the reason for the denial.

11.5.2 Reimbursement for Education Courses. The Hospital shall make \$7,500 available during each fiscal year of the contract for potential reimbursement of necessary expenses incurred by nurses who attend approved nursing education courses within the nurses' practice areas. Nurses may be reimbursed up to three hundred fifty dollars (\$350.00) per fiscal year to attend approved nursing education courses within the nurse's practice areas. Part-time nurses may receive a prorated amount based on her/his FTE. The remaining fund balance will be divided equally among those nurses who submitted receipts and distributed in the first pay period after

February 1, in the following year, provided, however, that a nurse's share of the divided fund surplus cannot exceed the amount of the receipts in excess of \$350 that the nurse submitted. There shall be no carryover of funds from one fiscal year to the next.

11.5.3 Monthly Education Reporting. The Employer shall track and, upon request, provide the following information to the Conference Committee.

- a.) The number of education leave hours granted, pursuant to Section 11.5 – Paid Professional/Education Time;
- b.) The amount of education reimbursement funds requested by nurses, pursuant to Section 11.5.2 – Reimbursement for Education Courses;
- c.) The amount of education reimbursement funds granted, pursuant to Section 11.5.2 – Reimbursement for Education Courses.

11.6 Tuition Assistance. All nurses covered by this Agreement who have completed three (3) months of satisfactory employment, are scheduled to work twenty (20) or more hours per week, and maintain regular status while enrolled, may avail themselves of the benefit of tuition assistance according to the Hospital's tuition Assistance policy. Employees must obtain a pass if the class is based upon pass/fail criteria or a passing grade of at least a "B" or its equivalent and remain employed at the hospital for a minimum of one year to qualify for 100% reimbursement of tuition paid up to \$1,500 per fiscal year at an accredited institution that relates to the employee's current position or one for which she/he is preparing or being considered. Terminated employees must repay a pro-rated share of the tuition, unless an exemption due to hardship is granted by the Hospital in its sole discretion.

11.7 Bereavement Leave. Up to three shifts of paid leave (prorated for part-time nurses) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may be granted up to a maximum of forty (40) hours where extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, spouse/domestic partner, brother, sister, child, or grandchild (including any child living in the employee's household), son-in-law, daughter-in-law, mother-in-law, and father-in-law.

11.8 Extended Illness Leave. After one year of employment, leave of absence may be granted without pay for health reasons upon recommendation of a physician for a period of up to six (6) months without loss of accrued benefits. The employee will pay all premiums for health insurance and retirement benefits during this leave unless otherwise required by law. Nothing herein shall derogate from an eligible employee's rights under the federal Family and Medical Leave Act, including the right to have the Hospital continue paying the employee's health insurance (for the period provided by law) and the right, under certain circumstances, to take leave on an intermittent or reduced schedule leave basis.

11.9 WSNA Convention and/or Collective Bargaining Meetings. Up to three (3) days' leave without pay may be granted, provided the number of nurses wishing to attend does not jeopardize

the Hospital service. Nurses may utilize accrued PTO to cover work time lost due to attendance at negotiations.

11.10 Jury Duty and Subpoenaed Witness. Nurses called to serve on jury duty or as a subpoenaed witness in a professional capacity as an employee of the Hospital shall be compensated for the difference between their jury duty/witness fee pay at regular rate of pay, up to a maximum of ten (10) days. Nurses shall submit any additional compensation for jury duty to the Accounting Department. Time spent in any combination of work, jury duty, or as a witness, shall not exceed the nurse's normal work day.

11.11 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment. When a nurse returns from a leave with pay the Hospital will make a good faith effort to return the nurse to the same position and status held when starting the leave of absence provided the nurse can satisfactorily perform the nurse's old position and status. If the position is not open, the nurse will be entitled to the first available position for which the nurse is qualified.

11.12 Leave Without Pay. An approved leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date of employment. Leave without pay for a period 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, specifically agreed to by the Hospital, unless otherwise provided by law. The salary step and benefits accrued at the time of taking an approved LOA for twelve (12) months or less are regained by the employee upon return at the end of the approved leave.

Nurses returning from an approved leave of thirty (30) days or less shall be reassigned to their former position. The period in which the nurse's job and shift is guaranteed may be extended upon mutual agreement between the nurse and the Hospital.

Nurses returning from an approved leave of more than thirty (30) days shall be assigned 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.

11.13 Washington Family Care Act. Pursuant to the Family Care Act (RCW 49.12.265, *et seq.*) and applicable regulations, an employee shall have access to PSL, PTO, or EIT in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law, or grandparent of the employee with a serious health and/or emergency condition.

11.14 Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, a nurse who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (1) care for the nurse's child after birth, or placement for adoption or foster care; or (2) to care for the nurse's spouse, son or daughter, or parent, who has a serious health condition; or (3) for a serious health condition that makes the nurse unable to perform the nurse's job. The Employer shall maintain the nurse's health benefits during this leave and shall reinstate the nurse to the nurse's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the

loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. The Hospital and the Association, on behalf of nurses, reserve all rights granted under the Family and Medical Leave Act of 1993, as amended, most recently by the 2010 National Defense Authorization Act, and the U.S. Department of Labor regulations governing the Act.

11.14.1 FMLA Leave to Care for an Active Duty Service Member. An eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any 12-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter, or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

11.14.2 FMLA Leave to Care for an Injured Service Member. An eligible nurse is entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for a spouse, son, daughter, parent, or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

11.15 Military Spouse Leave. Pursuant to RCW 49.77, up to fifteen (15) business days of leave will be granted to a qualified nurse (nurse who averages 20 or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of accrued leave and/or leave without pay may be used, at the nurse's direction. The nurse must provide the Employer with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty. Nothing in this section exceeds the rights granted under RCW 49.77.

11.16 Domestic Violence Leave. Pursuant to RCW 49.76, if a nurse or family member is a victim of domestic violence, sexual assault, or stalking, the nurse may take reasonable leave from work, intermittent leave, or leave on a reduced leave schedule to take care of legal or law enforcement needs to ensure the nurse's or family member's health and safety. In addition, leave may be taken by the nurse to seek medical treatment, mental health counseling, and social services assistance for the nurse or the nurse's family member. For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, domestic partner, or a person with whom the nurse has a dating relationship. A nurse may elect to use any combination of her/his accrued leave or unpaid leave. Nothing in this section exceeds the rights granted under RCW 49.76.

11.17 Concurrent Leave. If a leave qualifies under both federal and state law, the leave shall run concurrently, unless otherwise required by law. Ordinarily, the nurse must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The Employer may require or the nurse may elect to use accrued PSL, PTO, or EIT for which the nurse is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

ARTICLE 12 - HEALTH PROGRAM

12.1 Health Benefits Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time nurses shall be eligible for coverage under the Hospital's health benefit program providing medical, dental, and vision benefits, subject to plan eligibility requirements. For purposes of health benefits eligibility, nurses who work .8 FTE and above will be treated as full-time. The health benefit program shall be the same health benefit program that is provided to all other employees at the Hospital. The Hospital will write off the balance of Astria Toppenish 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.

When the information is made available to the Hospital, prior to the start of open enrollment, the Hospital shall provide the employees with informational documentation detailing the premiums and benefits for all offered plans and all dependent categories including a list of all changes to benefits. During this period the Hospital may schedule informational sessions regarding the plans.

12.2 Life Insurance and Disability Plan. Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time nurses shall be eligible for coverage under the Hospital's Life Insurance, Optional Life Insurance, Dependent Life Insurance, and Long-Term Disability Plan, subject to plan eligibility requirements. The Life Insurance and Disability Plan shall be the same as for all other employees at the Hospital.

12.3 Routine Testing. All nurses shall be permitted routine blood examinations (i.e. CBC), pap smear, mammogram, urinalysis and PSA annually without cost when ordered by a physician.

12.4 Worker's Compensation. All nurses shall be covered by State Worker's Compensation and Medical Aid.

12.5 Retirement. The Employer will provide a retirement plan for all nurses, subject to eligibility requirements. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. The Retirement plan shall be the same retirement plan that is provided to all other employees within the Hospital.

12.6 Plan Changes. In the event the Hospital modifies its current plans or provides an alternative plan(s), the Hospital will review the plan changes with the Association prior to implementation. The Hospital shall notify the Association at least forty-five (45) days prior to the intended implementation date and will meet during this period with representatives of the Association upon request.

ARTICLE 13 - NO DISCRIMINATION

The Hospital and the Association and employees shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, gender, disability, or sexual orientation. Through this Agreement,

where the term “he” or “she” is used, it shall be applied to members of either gender. The Hospital and the Association agree upon the principle of equal opportunity to prevent discrimination in the delivery of health care because of race, color, religion, national origin, age, gender, or sexual orientation. Step 4 of the grievance procedure shall not apply to this article.

ARTICLE 14 - COMMITTEES

14.1 Conference Committee. There shall be an established Conference Committee to facilitate mutual understanding and to foster discussion and problem solving in regard to the interpretation and implementation of this Agreement. The Conference Committee shall serve in an advisory capacity.

Members of this Committee shall be: (1) up to three representatives of administration, including the Chief Nursing Officer or designee, one of whom will be selected by administration as a co-Chair of the Committee, (2) the WSNA Nurse Representative, and (3) up to three elected representatives of the nurses covered by this Agreement, one of whom will be selected by the nurse representatives as a co-Chair of the Committee. The Committee shall meet as determined by the co-Chairs of the Committee and meetings may be requested by either co-Chair of the Committee. The co-Chairs of the Committee may agree to meet without all Committee members present. Minutes will be kept of Conference Committee meetings. All communications from the Conference Committee shall include the signatures of the six (6) nurse and management members of the Conference Committee.

14.2 Nurse Staffing and Resource Committee. The Nurse Staffing and Resource Committee (NSRC) shall be responsible for those activities required of it under RCW 70.41.410 and RCW 70.41.420, and successors thereto, and for such other activities agreed to by the Committee.

The NSRC shall be composed of up to six (6) regular staff nurses providing direct patient care, comprising no more than 50% of the Committee, elected by the staff nurses from different units as agreed in the Nursing Staffing Committee Charter, one of whom will be selected by the staff nurse members as a co-Chair of the Committee, and up to six (6) representatives of Hospital administration, comprising no more than 50% of the Committee, including the Chief Nursing Officer or designee, one of whom will be selected by administration as a co-Chair of the Committee. The NSRC shall meet at least twice per year or as necessary to complete the activities of the NRSC, as determined by the co-Chairs of the Committee. The Employer’s CEO will attend Committee meetings at least two (2) times per year. The co-Chairs of the Committee will prepare a substantive agenda at least one week in advance of each meeting. Minutes will be kept of NSRC meetings.

ARTICLE 15 - IN-SERVICE

15.1 In-service Programs. In-service education and orientation programs shall be instituted and maintained, with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be appropriate subjects for discussion by the Conference Committee. Such programs shall

be consistent with the standards established by the Joint Commission on Accreditation of Hospitals.

15.2 Mandatory Attendance. When in-services are posted, the Hospital will indicate whether attendance is mandatory. Time spent at mandatory in-services shall be considered as work time.

15.3 Orientation to Other Units. Nurses may request to be oriented to other units. Such orientation shall consist of a temporary assignment to the unit in which the nurse is being oriented. The length of such assignment is dependent upon the workloads and needs of the institution and shall be reasonably calculated to orient the nurse to the unit, after consultation with the nurse affected. Nurses will not be required to perform tasks and procedures or to operate equipment for which the nurse has not been trained.

ARTICLE 16 - GRIEVANCE PROCEDURE

In the event of any dispute or difficulty arising under this Agreement as to its interpretation or application, both parties shall attempt to resolve grievances at the earliest possible step and, whenever possible, informally between the nurse and the nurse's manager. Grievances arising under this Agreement shall be handled in the following manner with failure at any step to meet specified deadlines to be evidence of satisfactory conclusion. However, should the Hospital fail to meet a specified timeline, the grievance may be deemed by the Association to have been rejected.

Step 1: Nurse and Immediate Supervisor. The nurse shall present the grievance in writing to the nurse's immediate supervisor within eighteen (18) days of the nurse's knowledge that a grievance exists or of the date the nurse should have had knowledge that a grievance exists. The immediate supervisor shall respond in writing within ten (10) days of receipt of the written grievance.

Step 2: Nurse, Association Representative, and Chief Nursing Officer. If the matter is not resolved above to the nurse's satisfaction, the nurse shall reduce the grievance to writing and shall present same to the Chief Nursing Officer within ten (10) days of the immediate supervisor's decision. The Chief Nursing Officer shall arrange a meeting between the Chief Nursing Officer, the grievant, and a representative of the Association within ten (10) days after the receipt of the grievance. The Chief Nursing Officer shall issue a written reply within ten (10) days after the meeting.

Step 3: Administrator and WSNA Representative. If the matter is not resolved to the nurse's satisfaction, the grievance shall, within ten (10) days, be referred in writing to the Hospital Administrator or designee and WSNA representative, who shall meet within ten (10) days for the purpose of resolving the problem. The Hospital Administrator or designee shall issue a written response within fourteen (14) days of the meeting.

Step 4: Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to arbitration within thirty (30) days following the response from the Hospital Administrator. The Hospital and the Association shall attempt to agree on an arbitrator. If the Hospital and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. 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 and shall only consider the grievance based upon the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee of the arbitrator 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 the witnesses called by the other party.

Grievances may be submitted by the Association at the third step of the grievance procedure. The Association and the Hospital may mutually agree in writing to extend any of the above time periods.

ARTICLE 17 - MANAGEMENT RIGHTS & RESPONSIBILITIES

The management of the Hospital and the direction of the workforce are vested exclusively with the Hospital subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered by the Hospital in accordance with such policies and procedures as it from time to time may determine. The Hospital has the right and responsibility, except as modified in this Agreement, to control, change, and supervise all operations, and to direct, assign, and re-assign as the Hospital deems necessary to provide quality patient care. Such rights and responsibilities shall include, by way of illustration, but not limited to, the selection and hiring of employees, discipline, supervision, layoff, promotion, demotion, or transfer of employees, establishment of work schedules, control and regulation of the use of all equipment and other property of the Hospital. Application of this Article shall not preclude use of the grievance procedure as established in this Agreement.

ARTICLE 18 - SEPARABILITY

This Agreement shall be subject to all present and future applicable Federal and State laws, Executive Orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Association shall enter into collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

Any change or amendments to this Agreement shall be in writing and duly executed by the parties.

ARTICLE 19 - UNINTERRUPTED PATIENT CARE

The Employer and the Association realizing that a Hospital is different in its operation from industries because of type of service rendered to the community, and for humanitarian reasons agree that there shall be no lock-outs on the part of the Employer nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, sympathetic picketing, work stoppages, or work slowdowns, and that all disputes will be settled as hereinafter provided. Nurses violating this Article shall be subject to immediate discharge.

ARTICLE 20 - COMPLETE UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 21 - EFFECTIVE DATE AND DURATION OF THE AGREEMENT

This Agreement shall become effective on the date the Agreement is ratified, and shall continue in effect to and including March 31, 2025. 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.

Signed this ____ day of _____, 2022.

Signed this ____ day of _____, 2022.

ASTRIA TOPPENISH HOSPITAL

WASHINGTON STATE NURSES
ASSOCIATION

Chief Executive Officer

Julia Rose Barcott, RN
WSNA Bargaining Team Member

Evette F. Kendall, RN
WSNA Bargaining Team Member

Clara Bucio, RN
WSNA Bargaining Team Member

Lisa Bullek, RN
WSNA Bargaining Team Member

Steve Hogsett, ADN, RN
WSNA Bargaining Team Member

Angi Scott, BSN, RN
WSNA Bargaining Team Member

Carmen Garrison, BSN, RN
WSNA Nurse Representative

Laurie Robinson, RN
WSNA Nurse Representative

Michael A. Sanderson,
WSNA General Counsel

**MOU BETWEEN THE WASHINGTON STATE NURSES ASSOCIATION (WSNA) AND
ASTRIA TOPPENISH HOSPITAL (ATH) RE: PILOT PROJECT FOR VOLUNTARY
FLOAT FROM ATH TO ASTRIA SUNNYSIDE HOSPITAL (ASH)**

WSNA and ATH agree to a one-year pilot project regarding voluntary floating from ATH to ASH on the following basis:

1. The pilot project will begin 30 days after the ratification of the collective bargaining agreement and last for one year. At the conclusion of the project, the parties agree to evaluate the voluntary float pilot system and consider in good faith, an extension of this MOU.
2. The parties will meet at least once a month during the pilot project to discuss concerns and to assess the efficacy of the pilot project.
3. On a voluntary basis in lieu of low census, ATH nurses may agree to float to ASH. Nurses who float to ASH will receive all of their required compensation under the WSNA-ATH CBA, plus a float premium of \$4 per hour for all time spent floating. If the nurse agrees to float after reporting to ATH, travel time will be paid.
4. ATH nurses will be reimbursed for mileage at a flat rate for the 36-mile round trip between hospitals at the current IRS rate.
5. All the terms and conditions of the WSNA-ATH CBA shall apply to ATH nurses while floating to ASH.
6. If a ATH nurse is offered the option to float to ASH in lieu of low census, the nurse must also be offered the ability to float to another unit within ATH, if available.
7. ATH nurses will not be required to float more than once per shift.
8. ATH nurses will receive a patient assignment which takes into account the nurse's training and experience and familiarity with the unit.
9. ATH nurses will receive appropriate and timely training on the equipment, practices, and work area orientation to the location to which they are floated, as outlined in item 10 below.
10. Astria shall make the following resources available to ATH nurse:
 - a. Introduction to the charge nurse or a resource nurse for the shift;
 - b. Review of the emergency procedures for that unit;
 - c. Tour of the physical environment and location of supplies and equipment;
 - d. Review of the patient assignment and unit routine.

Agreed to by the parties on _____.

ATH

WSNA