

**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

PEACEHEALTH UNITED GENERAL MEDICAL CENTER

and

WASHINGTON STATE NURSES ASSOCIATION

October 31, 2023 through October 31, 2026
Ratified November 14, 2023

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REGISTERED NURSES

THIS AGREEMENT is made and entered into by and between PEACEHEALTH UNITED GENERAL MEDICAL CENTER (hereinafter referred to as the “Employer” or “Medical Center”), and the WASHINGTON STATE NURSES ASSOCIATION (hereinafter referred to as the “Association”).

PREAMBLE

Both parties recognize our mutual responsibility to furnish an essential public service of the highest quality, vital to the health and safety of the population of the communities we serve.

We jointly recognize that, in order for the Medical Center to survive and achieve long-range prosperity and growth, and for its employees to maintain secure employment, we must work closely together in a cooperative relationship to solve problems quickly and in a cooperative manner.

- We acknowledge the need for flexibility and innovation in meeting the current and future challenges facing health care providers and their employees. We have entered into this professional Agreement as a means to permit us to fulfill this responsibility, and with the desire to foster stable, peaceful and harmonious relations between the Employer and the Association.
- When barriers to our mutual success occur, the appropriate people from both parties will work together to attempt to resolve problems and recommend solutions to our mutual benefit.
- The Medical Center values a healthy work life balance for every nurse. A strong link exists between the professional work environment and the registered nurse’s ability to provide quality health care and achieve optimal outcomes. Professional nurses have an ethical obligation to maintain and improve healthcare practice environments conducive to the provision of quality health care.
- Nursing practice respects diversity and is individualized to meet the unique needs of the patients served. Collaborative interprofessional team planning is based on recognition of each

discipline's value and contributions, mutual trust, respect, open discussion, and shared decision-making.

- Professional nursing promotes healing and health in a way that builds a relationship between nurse and patient, caring is central to the practice of the registered nurse.
- Nurses use theoretical and evidence-based knowledge of human experiences and responses to collaborate with healthcare consumers to assess, diagnose, identify outcomes, plan, implement, and evaluate care. Critical thinking underlies each step of the nursing process, problem-solving, and decision-making.

We shall seek to develop and further a positive, collaborative alliance. We want such an alliance to foster an environment in which all are encouraged to engage with each other on problems, errors and near-errors, to learn from their experiences, and to work toward innovative solutions.

We believe that such an alliance will help to promote high quality and accessible and affordable health care, as well as the fulfillment of PeaceHealth's mission, vision and business strategies. It is to our mutual benefit that the registered nurses in this bargaining unit become key contributors and active participants in organizational planning, nursing practice, and redesign of our patient care delivery models and systems.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all full-time, part-time and Per Diem registered nurses who provide direct patient care employed by the Employer including Nurse Team Lead, House Charge Nurse, Care Management, and relief positions, but excluding managers and supervisors and all other employees.

ARTICLE 2 – ASSOCIATION MEMBERSHIP

2.1 Association Membership. All nurses covered by this Agreement or who are hired after this Agreement shall within thirty (30) calendar days after this Agreement is signed by the parties, or within thirty (30) calendar days after employment, whichever occurs last, become and/or remain a member in good standing of the Association for the term of this Agreement. Membership in the Association shall be defined as the obligation to pay periodic dues, or upon a request of an employee who wishes to pay an agency fee in lieu of membership in the Association, to pay that portion thereof which represents the Association's costs of representing employees. Newly hired nurses shall be made aware of this provision at the time of orientation.

Failure to comply with this condition shall, upon the written request of the Association, result in the immediate discharge of the nurse. The Association shall notify the Hospital in writing of the failure of any nurse to remain a member in good standing in violation of this Article. Membership in good standing shall mean the timely payment of Association dues. No request for termination shall be made by the Association until at least twenty-one (21) days after the sending of the notice.

2.2 Religious Exemption. Employees covered by this Agreement who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining an Association shall contribute periodically as defined by an agreement with WSNA an amount equivalent to the regular Association dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association.

2.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of those nurses covered by this Agreement who voluntarily execute a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by nurses is set forth as Appendix "A" to this Agreement. Deductions will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The

Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse. The Employer shall be obligated to honor only an authorization to deduct a specific dollar amount specified in writing by either the nurse or Association. The Employer shall have no obligation or responsibility for calculating, computing or verifying the amount to be deducted.

ARTICLE 3 – NONDISCRIMINATION

3.1 No Employment Discrimination. The Employer and the Association agree that there shall be no harassment or discrimination against any nurse or applicant for employment on the basis of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation, veteran status, citizenship (provided the nurse meets the definition of a protected individual under 8 U.S.C. § 1342(b)(a)(3)), affiliation or non-affiliation with the Association, handicap or disability. In the event that the Americans With Disabilities Act (ADA), the Washington Law Against Discrimination (WLAD) or any other law requiring accommodation of employees conflicts with the provisions of this Agreement, such law shall control. Where possible, the Association shall be notified of any perceived conflict, and upon request, the Medical Center shall meet with the Association to discuss the conflict. No nurse shall be discriminated against for lawful Association activity.

ARTICLE 4 – ASSOCIATION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the Medical Center or surrounding property owned or operated by the Employer for the purpose of transacting Association business and observing conditions under which nurses covered by this Agreement are employed; provided, however, that the Association's representative shall upon arrival at the Medical Center notify the Senior Director of Human Resources or designee of the intent to transact Association business. The Association representative shall advise the Senior Director of Human Resources as to which department or areas they wish to visit, and confine their visits to such department or areas as

agreed upon. Transaction of any business shall be conducted in an appropriate location subject to general rules applicable to non-employees, and shall not interfere with the work of nurses.

4.2 Local Unit Chairperson. The Association shall have the right to select a local unit chairperson from among the nurses in the bargaining unit. The Local Unit Chairperson or other local unit officer or designee may investigate circumstances of grievances under this Agreement within the Medical Center during released time without pay and may contact other nurses briefly during their on-duty hours pursuant to the investigation.

4.3 Rosters. Semi-annually (in the months of January and July), the Employer shall provide the Association electronically in Excel spreadsheet format attached to an email, a list of all nurses covered by this Agreement. This list will contain each employee's name, home mailing address, home telephone number, employee identification number, last four digits of social security number, work status (full-time, part-time or per diem), FTE, unit, shift, rate of pay, most current date of hire into a bargaining unit position, and if provided cell phone number, and personal e-mail address.

In addition, on the first day of each month, the Employer will provide the Association electronically in Excel spreadsheet format attached to an email a list containing the same information for any employees hired or moved into a position covered by this Agreement during the previous month, or who were terminated during the previous month. The list shall also identify all employees who left the bargaining unit for non-bargaining unit positions or who were terminated during the previous month.

4.4 Bulletin Board. The Medical Center shall provide a bulletin board of at least three (3) feet by three (3) feet in dimension for the use of the local unit in the Medical Center in the same space and cafeteria location as existed immediately prior to April 1, 2014. The Medical Center shall provide a second smaller bulletin board for the use of the local unit, in a prominent location in the ACU to be designated by the Medical Center and in each unit's

designated break room.

4.5 Introduction of Collective Bargaining Agreement. During the facility-specific orientation of new nurses, the Employer shall provide the Local Unit Chairperson or designee with an opportunity, on release time without pay, to introduce this Agreement.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit provided meeting room space is available.

4.7 Collective Bargaining Agreement Negotiations. The Medical Center shall create a central PTO bank for the purposes of collecting donated PTO for the Association's negotiation team use. A nurse may donate PTO hours previously accrued to a central bank of PTO hours donated by nurses for use by the Association's Bargaining Committee members during attendance (hours paid up to assigned FTE) at negotiations sessions with the Medical Center for a new Collective Bargaining Agreement. The Medical Center's PTO donation form (Appendix D) must be completed and submitted to the Medical Center for the donation to occur. PTO donations under this section are not subject to the four-hour (4-hour) minimum specified in paragraph 10.12.

ARTICLE 5 – DEFINITIONS

5.1 Staff Nurse. A Registered Nurse who is responsible for the direct and indirect nursing care of patients.

5.2 RN Staff Nurse Team Lead. A nurse functioning in a leadership role, providing direction and coordination of personnel unit-wide. An RN Staff Nurse Team Lead is a primary resource person, knowledgeable about the policies and procedures of the unit and assists staff. The RN Staff Nurse Team Lead job description does not confer supervisory status.

5.2.1 Relief RN Staff Nurse Team Lead. A nurse who is assigned, on a temporary basis, to perform the duties of an RN Staff Nurse Team Lead. The Employer may assign a Relief

RN Staff Nurse Team Lead for each shift in the following units: Acute Care Unit (“ACU”), Surgical Services, Oncology Department and Emergency Department (ED). In addition, the Employer may assign Relief RN Staff Nurse Team Lead responsibilities to nurses in other units based on its assessment of patient care needs and the operating needs of the unit.

5.3 Full-Time Nurses. Nurses who are regularly scheduled to work thirty-six (36) —forty (40) hours within a seven (7) day period or seventy-two (72) — eighty (80) hours within a fourteen (14) day period.

5.4 House Charge Nurse. A nurse functioning in a leadership role, providing direction and coordination of personnel and patients throughout the Medical Center. A House Charge Nurse is a primary resource person and is familiar with the policies and procedures of the Medical Center, with demonstrated strengths in communication, problem-solving and team-oriented focus. A nurse designated as House Charge Nurse will not receive a patient assignment to enable the nurse to assist other staff. The Employer shall designate a House Charge Nurse (who may be a RN Staff Nurse Team Lead or Relief RN Staff Nurse Team Lead) whenever there is no supervisor physically present at the Medical Center, however nursing administration shall be available for support. The House Charge Nurse job description does not confer supervisory status.

5.5 Part-Time Nurses. Nurses who are regularly scheduled to work less than thirty-six (36) hours within a seven (7) day period or less than seventy-two (72) hours within a fourteen (14) day period. Part-time nurses who feel that they are not properly classified or are not receiving appropriate benefits shall have the right to request a review of their status and, if not satisfied, may submit the dispute to the grievance procedure. Nurses may not unilaterally reduce or increase their FTE.

5.6 Per Diem Nurses. A per diem nurse is a nurse who may be regularly scheduled after full and part-time nurses are scheduled for their assigned FTE or who is called to work when needed.

5.6.1 Per Diem Compensation. Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement. In addition, a per diem nurse shall receive a differential in lieu of the benefits contained in Article 10 of fifteen percent (15%). Per diem nurses shall receive longevity increments and shall be eligible for standby pay, preceptor pay, relief RN Staff Nurse Team Lead pay, callback pay, shift differentials, certification/BSN premium and premium pay for actual hours worked on a holiday in accordance with the applicable provisions of this Agreement. When a nurse transfers from full-time or part-time status to per diem status, all of the nurse's accrued PTO shall be cashed out.

5.6.2 Communication of Availability. By the first (1st) of the month prior to the relevant schedule posting, all Per Diem nurses shall provide in MyTime the days/shifts, that the Per Diem nurse is available to work during the next month's schedule. In addition, by March 1 Per Diem nurses shall provide in MyTime their availability to work during Summer Holidays (designated in Section 10.8, Holidays), and by September 1 their availability to work during Winter Holidays. If the Per Diem nurse is not placed on the published schedule, the nurse shall not be required to continue being available for the identified date.

5.6.3 Work/Availability Requirements. All Per Diem nurses are encouraged to make themselves available as frequently as possible, including for weekend or evening/night shifts. In order to ensure that the nurses' competencies and knowledge of the Employer's protocols, etc., are minimally maintained, all Per Diem nurses are required to make themselves available to work (not including education, in-service or orientation shifts) at least four (4) open shifts per the monthly schedule and two (2) holidays (as designated in Section 10.8, Holidays, one of which must be a winter holiday as designated in 10.4.2 Winter Holidays) per year. Per diem nurses must work at least 96 hours during the six-month period beginning on January 1 and July 1 each year. Per diem nurses who are scheduled to work a shift and are called off shall have those hours counted as worked.

5.6.4 Review of FTE Status. Any nurse who feels that Per Diem nurses are regularly working sufficient hours on shifts that could be reasonably combined to create position of a .3

FTE or more for a period of more than three (3) consecutive months shall have the right to require a review of the potential for posting such a position and, if not satisfied, may submit the dispute to the grievance procedure. If the review process results in a determination that an additional position in the unit is warranted, the position shall be posted. Shifts worked by Per Diem nurses to cover for a nurse on a leave of absence or in multiple coverage areas shall be excluded from the review process.

5.7 Preceptor. A preceptor is a regular full-time or part-time nurse who is selected by their manager to participate in the planning and implementation of new skill development for designated nurses and/or students (excluding student observers) who are without a clinical instructor in the same building where the students are located. Preceptors must demonstrate clinical expertise in patient care, communication and leadership skills and interpersonal relationships, and be able to teach these skills in a close one-on-one relationship with newly hired nurses. Preceptors are assigned by their manager to a designated nurse and/or student without a clinical instructor on a consistent basis. Nurses who are precepting will have those additional responsibilities considered in their work assignments and, where appropriate, will have their patient load reduced accordingly.

5.8 Overriding Factors. Skill, ability, experience or qualifications may be considered to be “overriding factors” when, considering such attributes, a nurse is deemed materially more qualified for an assignment than other nurses being considered for the assignment.

5.9 Rates of Pay.

5.8.1 Straight Time Rate of Pay. Base hourly pay in accordance with Appendix B plus an applicable differentials on worked hours, including nurse team leader position differential, BSN/MSN differential, certification differentials, per diem differential, float pool differential, House Charge differential, and preceptor differential. The employer will comply with wage and hour law when calculating straight time.

5.8.2 Regular Rate of Pay. Average rate of pay within the applicable work period

based on the straight rate of pay plus any applicable differentials as noted in 5.9.1. The employer will comply with wage and hour law when calculating regular rate of pay.

ARTICLE 6 – PROBATION AND TERMINATION

6.1 Probation. The first 120 calendar days of continuous employment shall be considered a probationary period. The probationary period may be extended up to an additional 60 calendar days by the mutual written agreement of the Employer and the nurse involved. The employer shall notify the Association of mutually agreed probation extensions. A nurse shall attain regular nurse status upon successful completion of the probationary period.

6.2 Notice of Resignation. Non-probationary nurses shall give not less than fourteen (14) calendar days' prior written notice of intended resignation.

6.3 Discipline and Discharge. Non-probationary shall not be disciplined or discharged without just cause. Non-probationary nurses disciplined or discharged shall be entitled to utilize the provisions of the grievance procedure. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. The nurse shall be given a copy of all written warnings. When verbal action taken by the Employer constitutes the first step in the disciplinary process, the Employer shall notify the nurse prior to or concurrent with the disciplinary meeting. The nurse may request the attendance of the Local Unit Chairperson or designee at disciplinary and investigatory meetings.

6.4 Progressive Discipline. Progressive Discipline shall include the following:

- Step 1 – 1st Written Warning
- Step 2 – 2nd Written Warning
- Step 3 – 3rd Final Written Warning
- Step 4 – Termination

6.5 Administrative Leave. If the Employer determines the nurse must be suspended immediately while the Employer conducts an investigation the nurse shall be placed on paid administrative leave pending the outcome of such investigation in order to determine the

appropriate level of discipline, if any. Any disciplinary action or measure upon a nurse may be processed as a grievance through the regular grievance procedure.

6.6 Discharge. The Employer shall not discharge any nurse without just cause. The nurse and the Association will be notified in writing that a nurse has been suspended and/or discharged. Notice to the Association may be accomplished by providing a copy of the disciplinary notice to the WSNA Nurse Representative.

6.7 Pre-Determination Meeting. In cases where suspension, demotion or discharge is being contemplated by the Employer, a pre-determination meeting will be scheduled to give the nurse an opportunity to make their case before the final decision is made. The nurse has the right to be represented by the Association at the pre-determination meeting (preferably not another nurse from the same department as the nurse being disciplined). Prior to such a meeting, absent extraordinary circumstances (e.g., theft; workplace violence), the Employer shall give written notice of the charges against the nurse and the Employer's position within a reasonable amount of time. If the pre-determination meeting is scheduled by the Employer during the Local Unit Officer's regular work time, the Local Unit Officer or designee shall be paid his/her regular rate of pay for all time spent in the meeting.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Period and Work Day. The normal work period shall consist of thirty six to forty (36–40) hours within a seven (7) day period or seventy two to eighty (72–80) hours within a fourteen (14) day period. The normal work day shall consist of eight (8) hours plus an unpaid meal period of one-half (1/2) hour.

7.2 Extra-Length Shifts.

7.2.1 Ten-Hour Shifts. Where mutually agreeable to the Employer and the nurse concerned, a normal workday may consist of ten (10) hours. All time worked in excess of ten (10) hours on any shift shall be paid at a premium rate of time and

one-half the regular rate of pay. All time worked in excess of fourteen (14) consecutive hours shall be paid at the premium rate of double the straight time rate of pay.

7.2.2 Twelve-Hour Shifts. Where mutually agreeable to the Employer and the nurse concerned, a normal workday may consist of twelve (12) hours. All time worked in excess of twelve (12) hours on any shift shall be paid at the premium rate of time and one-half the regular rate of pay. All time worked in excess of fourteen (14) consecutive hours shall be paid at the premium rate of double the straight time rate of pay. There will be three (3) 15-minute paid rest periods during each shift. Nurses shall be paid the shift differential appropriate for the shift in which each hour of the twelve (12) hour shift falls.

7.2.3 Other Innovative Work Schedules. Other innovative work schedules may be established when mutually agreeable to the Employer, the Association, and the nurse concerned with written notice to the Local Unit Chairperson.

7.2.4 Changes to Extra-Length Shifts. The Employer may only make changes to established 10-hour and 12-hour shifts pursuant to a department-wide restructure process under Section 11.4 or by mutual agreement with the affected nurse(s).

7.3 Definition of Overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee agrees to work on a schedule based upon eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day and in excess of eighty (80) hours during the two (2) week period shall be considered overtime. The workweek shall begin at 0000 (12:00 a.m.) on Sunday and end at 2359 (11:59 p.m.) on Saturday. For shifts that begin during one workweek but end during the next workweek, all hours worked shall be counted as part of the workweek during which the shift began. Nurses shall receive overtime pay as delineated in Section 7.4 regardless of their overtime schedule. All overtime, including "daily overtime," must be properly authorized by the Employer. A regularly scheduled nurse (i.e., excluding per diem nurses) who works an eight-hours shift shall be paid time and one-half for all hours worked in excess of eight (8) hours.

7.4 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay. All time worked in excess of twelve (12) consecutive hours shall be paid at the rate of double the employee's straight time hourly rate of pay, except that nurses working 10-hour and 12-hour shifts shall be compensated at the rates set forth below. Overtime shall be computed to the minute.

7.4.1 Overtime for Ten-Hour Shifts. All time worked in excess of ten (10) hours on any ten-hour shift shall be paid at a premium rate of time and one-half the regular rate of pay. All time worked in excess of fourteen (14) consecutive hours on a ten-hour shift shall be paid at the premium rate of double the straight time rate of pay.

7.4.2 Overtime for Twelve-Hour Shifts. All time worked in excess of twelve (12) hours on any twelve-hour shift shall be paid at the premium rate of time and one-half the regular rate of pay. All time worked in excess of fourteen (14) consecutive hours on a twelve-hour shift shall be paid at the premium rate of double the straight time rate of pay.

7.5 Mandatory Overtime. The Hospital shall comply with any State and Federal laws regarding the prohibition of mandatory overtime.

7.6 Paid Time. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay or premium pay for the same hours worked.

7.7 Meal Periods and Rest Breaks. Nurses shall receive an unpaid meal period of one-half (1/2) hour for every shift longer than five (5) hours; on any shift longer than ten and one-half (10.5) hours, the nurse is entitled to an additional meal period and the nurse shall not go more than five (5) hours without an opportunity for a meal period. A nurse working a shift that entitles the nurse to more than one meal period may waive the second meal period and the timing requirements pertaining to the first meal period. If the nurse does not waive the second meal period, the additional half hour will be added to the end of the nurse's shift. A nurse may revoke

the waiver at any time. Nurses shall receive a paid rest break of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during the meal period shall be compensated for such work at the appropriate rate. Nurses are responsible for taking their rest breaks and meal periods when offered. The Employer is responsible for providing adequate staffing so that nurses may take their permitted breaks. If a nurse requests and is denied the opportunity to take a rest break during the applicable four (4) hour period of work, then the nurse shall be compensated for such break time at one and one-half (1½) times the nurse's regular rate of pay. Nurses shall promptly and accurately report to the Employer whenever they do not receive a rest or meal period. Nurses shall make this report in the timekeeping system.

7.8 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. In the event a nurse is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay, unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter (including any trading of weekend work). The next regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as commencing at 11:00 p.m. on Friday and concluding at 11:00 p.m. on Sunday (for 12-hour shift nurses, from 7:00 p.m. on Friday to 7:00 p.m. on Sunday) for a night shift nurse unless mutually agreed otherwise.

7.8.1 In the event that a nurse who is scheduled to work every third weekend is required to work consecutive weekends, the nurse shall be paid at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay for all hours worked on the nurse's unscheduled weekend. Any such nurse who is required to work on the weekend immediately preceding their regularly scheduled weekend shall notify his or her supervisor of any event, as soon as the nurse becomes aware of such event, causing the nurse not to work on the regularly scheduled following weekend.

7.9 Work on Day Off. All nurses with a .9 FTE or above who have worked their scheduled shifts during a workweek and are called in on their scheduled day off during the same

week shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Low census, prescheduled PTO, and mandatory education shall count towards hours worked for the purposes of this article. Except in cases of emergency, part-time nurses will not be required to work on a non-scheduled day.

7.10 Rest Between Shifts. Unless performing standby duty, each nurse shall be entitled to an unbroken rest period of at least ten (10) hours between shifts. Any time worked without the required rest shall be paid at the premium rate of time and one-half the regular rate of pay. For purposes of this paragraph, (1) working at the request of other nurses or as a result of trades or (2) attending a non-mandatory meeting or non-mandatory education day shall not be deemed an event that disrupts an otherwise unbroken rest period.

7.11 Work Schedules. Work schedules shall be issued on a monthly basis. Requests for scheduled days off must be submitted by the nurse by the 5th of the month before the period covered by the schedule. A preliminary schedule and vacant shifts shall be posted by the 10th of the month. Work schedules shall be posted by the 15th of the month for the period covered by the schedule. The Medical Center will provide notice to nurses prior to posting of the work schedule regarding any change from their normal scheduling pattern. Posted schedules may be amended by mutual agreement at any time. Attempts will be made to maintain a master schedule (i.e., scheduling patterns) for regularly scheduled part-time and full-time nurses. Absent the nurses' agreement, nurses shall not be scheduled to work above their FTE.

7.12 Shift Rotation. Unless mutually agreeable by the Employer and the nurse involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is contemplated to be a recurring practice, it shall be addressed in the Conference Committee, prior to implementation. If shift rotation is necessary, and if skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior person first.

7.13 Consecutive Workdays. Except by mutual agreement between an individual nurse and the Employer, the Employer shall make all reasonable efforts to avoid scheduling

nurses who work eight (8) hour shifts for workweeks consisting of more than five (5) consecutive workdays, nurses who work ten (10) hour shifts for workweeks consisting of four (4) consecutive workdays, or nurses who work twelve (12) hour shifts for workweeks consisting of more than three (3) consecutive workdays. Nurses may withdraw their agreement to work in excess of the limits in this section by notifying the employer sixty (60) days in advance of the first day of the impacted calendar month.

7.14 Work in Advance of Shift. When a nurse, at the request of the Employer, reports 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 (1-1/2) times the regular rate of pay. All hours worked during the scheduled shift shall be paid at the nurse's regular rate of pay, unless the nurse is entitled to premium pay pursuant to Article 7.11.

ARTICLE 8 – COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix B attached hereto and made a part of this Agreement. (Any wage or benefit changes under this Agreement shall be effective the first day of the first payroll period beginning on or after the date noted.)

8.2 Salary and Benefit Computation. For purposes of computing years of service under Articles 8.1 and 10.3, one (1) year of employment shall include at least twelve (12) calendar months. For purposes of computing other benefits, one (1) year of employment shall be computed on the basis of two thousand eighty (2,080) paid hours per year (173.33 per month). Paid hours including both full time and part time hours, but excluding standby hours, shall be regarded as time worked for purposes of computing wage and benefits.

Regular full time and part time nurses who are asked not to report for work as scheduled or low censused during a scheduled shift shall also have their low census hours count for purposes of computing service increments and accrual of benefits. Nurses shall be eligible to receive service increments and accrued benefits as defined above. Service increments shall become effective the beginning of the first payroll following completion of twelve (12) calendar months.

8.3 Recognition of Previous Experience. Nurses first employed during the term of this Agreement shall be compensated at a salary level equal to the nurse's number of years of continuous recent experience in nursing. For purposes of this section, continuous recent experience shall be defined as relevant registered nursing experience, with due consideration to a nurse's responsibilities in previous roles and breaks in nursing experience which would impact the level of nursing skills, as determined by the Employer. Nurses employed as of the effective date of this Agreement may request a review of their previous experience and a corresponding step adjustment by submitting a request through MyHR no later than March 31, 2024. Nurses hired after the effective date of this Agreement may request a review of their previous experience within the first sixty (60) days of their first day of work. No nurse shall experience a reduction in pay due to a request for parity.

8.4 RN Staff Nurse Team Lead and Relief RN Staff Nurse Team Lead Premium. A registered nurse who occupies the position of RN Staff Team Lead as described in Article 5.2. shall receive a differential of four dollars (\$4.00) for all compensated hours. A registered nurse who is assigned the responsibilities of a Relief RN Staff Team Lead as described in Article 5.2.1. shall receive a differential of three dollars and fifty cents(\$3.50) during the period of assignment.

8.4.1 House Charge Nurse Premium. The House Charge Nurse premium shall be three dollars and twenty-five cents (\$3.25) per hour which shall not be included in a nurse's regular rate of pay, but a nurse shall only be eligible for either the Relief RN Team Lead premium, or House Charge Nurse premium for the same hours worked.

8.5 Standby Pay. Nurses placed on standby status off Medical Center premises shall be compensated at the rate of four dollars and seventy-five cents (\$4.75). Standby pay for any holiday listed in Section 10.8 shall be paid at one and one-half (1½) times the regular standby rate. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or benefits.

8.5.1 Assignment of SANE Standby Status. The Employer may assign scheduled call to nurses working in the Surgical Services Department, to Sexual Assault Nurse Examiner (“SANE”) nurses, and to nurses in the Emergency Department for the sole purpose of providing support to SANE nurses. Standby in these departments and positions shall be scheduled in advance and shall be rotated equitably among nurses scheduled to work in that department or position. The nurses in these departments or positions shall develop a written method that addresses standby rotation, scheduling and emergency situations, and shall be given appropriate paid time and resources to accomplish the development. The timing and method for providing paid time and resources will be at the Employer’s discretion. This method will be updated by department staff based on operational needs of these departments. The method and any subsequent changes must be approved by the Manager of each of these departments. The Employer agrees to notify the Association and discuss at RN Conference Committee prior to implementation of any formal SANE staffing program.

8.6 Callback. A nurse called to work from standby status, including low census standby, shall be paid at one and one-half times (1½ x) the nurse’s regular rate of pay for all hours worked, with a minimum of two (2) hours. Nurses who work in excess of twelve (12) consecutive hours in callback or in excess of twelve (12) hours in a twenty-four (24) hour period, beginning with the start of the nurse’s regular or standby shift shall be paid for at double the employee’s regular hourly rate of pay.

8.6.1 Repeated or Lengthy Callbacks. Where a nurse has experienced repeated or lengthy callbacks prior to the nurse’s next scheduled shift, the nurse may request to be relieved from working any of or a portion of the next scheduled shift. The Medical Center will make a good-faith attempt to arrange for coverage so that the nurse’s request may be granted. The nurse may use PTO at the nurse’s discretion.

8.7 Shift Differential. Second (evening) shift shall begin at 1500 and end at 2259 and third (night) shift shall begin at 2300 and end at 0659. For each hour worked on the second (evening) shift, nurses shall receive a premium pay of eleven percent (11%) of the “base” rate designated in Appendix B. For each hour worked on the third (night) shift, nurses shall receive a premium pay of nineteen percent (19%) of the “Base” rate designated in Appendix B.

8.8 Certification Differential. Nurses who attain certification and who are working in their area of certification shall receive a differential of one dollar and twenty-five cents (\$1.25) for all compensated hours. For purposes of this paragraph, certification is defined as the achievement of a passing score in an examination for certification established by a national nursing organization in that specialty. Nurses holding an Advanced Registered Nurse Practitioner designation shall be treated as nurses qualifying for certification pay under this paragraph. There shall be recognition for no more than one certification of an individual nurse at any given time. To qualify for continuing eligibility for the certification premium under this paragraph, the nurse shall be required to provide proof of continuing certification within thirty (30) days of expiration of the nurse’s prior certification.

8.9 BSN and MSN Differentials. Nurses who have a Bachelor of Science degree in nursing shall receive differential of one dollar and twenty-five cents (\$1.25) for all compensated hours. Nurses who have a Master of Science degree in nursing or equivalent degree shall receive an additional differential of one dollar and twenty-five cents (\$1.25) for all compensated hours.

8.10 Preceptor Pay. Nurses assigned as preceptors shall receive a premium of two dollars and twenty-five cents (\$2.25) for each hour that the nurse is assigned to perform the duties of preceptor.

8.11 Mileage. When a nurse covered by this Agreement is required by the Employer to use the nurse’s personal vehicle to perform patient care services or to drive between Medical Center facilities, the nurse shall be considered in the employ of the Employer, all provisions of this Agreement shall apply, and the nurse shall be reimbursed for mileage at the rate established

by the Internal Revenue Service.

8.12 Nursing Float Pool Differential. Full-time and part-time nurses assigned to the Float Unit will receive a differential of four dollars (\$4.00) for all compensated hours. All Float Pool nurses hired as of October 31, 2021 are eligible for this differential.

- i. Float pool nurses hired on or after November 1, 2021 will receive the differential after completing orientation in the following departments: Emergency, Acute Care Unit, Acute Rehab Center, PACU, and the Outpatient Infusion Center, or following six (6) months after date of hire, whichever is sooner;
- ii. Float Pool nurses typically provide break coverage and manage volume and acuity surges in the Emergency Department on days they are not backfilling sick calls;
- iii. New float pool nurses may cover sick calls, PTO, and break relief in the ACU/ARC while in training; and
- iv. The RN Conference Committee will assist with building the curriculum for Float Pool nurses, which may be modified from time to time, as advancements in medical care are developed.

8.13 Bonus Shifts. Management may designate unfilled shifts as Bonus Shifts at their discretion. At no time shall two nurses who accepted the same Bonus Shift be paid at different Bonus Shift rates.

ARTICLE 9 – LOW CENSUS/FLOATING

9.1 Low Census. Low census is defined as a decline in patient volume and/or patient care requirements resulting in a temporary staff decrease.

9.2 Report Pay. Nurses who report for work as scheduled shall be paid a minimum of four (4) hours' report pay at the straight time rate, unless the Employer makes a reasonable effort to notify the nurse by telephone no less than one and one-half (1 ½) hours prior to the beginning of the scheduled day shift, or one and one-half (1½) hours prior to the beginning of the

scheduled evening or night shift, that they should not report. Sending a text message to the nurse at the nurse's most recently furnished telephone number constitutes a reasonable effort to notify under this paragraph, provided that such call is documented.

9.3 Rotation of Low Census. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, low census days will be rotated equitably among all nurses, registry nurses first, then nurses receiving time and one-half (1½ x) or double time (2x) overtime/premium (unless the nurse is working their scheduled shift), then volunteers, Per Diem staff, part-time nurses working an extra shift, and finally part-time and full-time nurses.

9.4 Limitations on Mandatory Low Census. Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period of January-June or July-December. Hours count toward the mandatory low census maximum only when low census is assigned to nurses working during their regularly scheduled shift.. Nurses who miss a scheduled shift on a unit treated as "closed" due to a holiday shall be treated as being on voluntary low census. Low census hours will be tracked by the Employer, but nurses who believe they have reached their cap and do not want to be low censused must advise the person notifying the nurse of the need for low census. The nurse may request his/her manager or nursing office staff to determine accumulated hours and the nurse's place in rotation in relation to other core staff on the nurse's unit.

9.5 Floating. Floating will be spread on an overall equitable basis among nurses in a given unit, in accordance with that unit's operational needs and patient care demands, and only within PeaceHealth United General Medical Center. Volunteers will be sought first. Agency and traveler nurses will float next, provided that they are qualified to work in the area to which floating is required. Per diem nurses and nurses working above their scheduled FTE, to the extent they are qualified to work in the area to which floating is required, will be floated before regular full-time and part-time nurses. If a nurse is floated to a unit for which they have not met the established competencies, the nurse shall receive a modified assignment consistent with their

abilities and training.

- 9.5.1** Nurses who believe that they are not appropriately trained for tasks or assignments or who encounter other difficulties related to floating should immediately communicate concerns to the appropriate Director/Supervisor whenever such Director/Supervisor is available. There will be no adverse consequences for reporting difficulties to the nurse's Director/Supervisor.

ARTICLE 10 – PAID TIME OFF

10.1 Purpose. The purpose of a Paid Time Off ("PTO") program is to provide all eligible employees with compensation during holidays, vacation time, and periods of illness or injury (including care for a qualified family member as defined by law). It is intended to allow each eligible nurse to utilize paid time off as he or she determines that it best fits their personal needs or desires, in accordance with the parties' mutually established guidelines. Nurses must use PTO for any requested time off which places the nurse below his or her FTE level for the payroll period, except as otherwise provided herein and in Article 12. This provision will not apply to voluntary or mandatory low census.

10.2 Eligibility. The benefits of this article are available only to full-time and part-time nurses at .5 FTE or above.

10.3 Rate of Accrual. PTO is accrued on the following schedule, provided that the employee is paid for at least two thousand eighty (2,080) hours per year:

Time of Service	Hours Accrued Annually (1.0 FTE)	PTO Accrual Rate per Hour
0-48 months (0-4 yrs.)	224 hours	- .10769 per hour
49-108 months (5-9 yrs.)	264 hours	- .12692 per hour
109-168 months (10-14 yrs.)	296 hours	- .14231 per hour
169-228 months (15-19 yrs.)	312 hours	- .15000 per hour

229+ months (20+ yrs.) 320 hours - .15385 per hour

PTO is accrued on all hours paid, excluding standby hours. All part-time employees accrue PTO on a pro-rated basis.

10.4 Scheduling of PTO.

10.4.1 Form of Request. PTO must be requested through the Medical Center's electronic scheduling and timekeeping system.

10.4.2 Winter Holidays. PTO requested during the Thanksgiving, Christmas or New Year's holiday periods shall be assigned on an equitable rotational basis provided that at least two of the following holidays are worked by the nurse: Thanksgiving, Christmas Day, Christmas Eve or New Year's Day. Nurses shall be scheduled to work Thanksgiving, Christmas Eve, Christmas Day and New Year's Day in accordance with mutually established guidelines. Nurses scheduled to work a winter holiday shall receive credit for having worked the shift for the purposes of holiday rotation when their shift trade is approved by a manager.

10.4.3 PTO Requests. All requests for scheduled PTO may be submitted up to one (1) year in advance and not less than fifteen (15) days before the work schedule is posted or the fifth of the prior month, whichever is later. Such requests will be granted based on the date the request was submitted, provided the skills and abilities of the nurses affected are not significant factors as determined by the Employer. Nurses will be notified in writing as to whether the PTO is approved within 21 days or the date the work schedule is posted, whichever occurs first, after the request is submitted. Nurse supervisors may grant requests submitted longer than one (1) year in advance or less than fifteen (15) days before posting of the work schedule at the manager's discretion.

10.4.4 Limitations on Granting of PTO. PTO will be granted only if a sufficient amount of PTO can reasonably be expected to have accrued to cover the nurse's requested time off on the requested dates.

10.4.5 Approved PTO. Approved PTO shall not be affected by later requests unless mutually agreeable. Once approved, a nurse shall not later be required to find a replacement for PTO granted. However, if there is insufficient PTO at the time of intended use to cover the previously requested time off, the nurse's PTO request will not be converted to a request for unpaid time off absent approval by the Employer. Nurses who transfer to a different unit with previously approved PTO shall meet with the manager of that unit to discuss whether the previously approved PTO can carry over to the unit.

10.4.6 PTO Increments. Generally PTO may not be taken in increments of less than the nurse's regular workday. Under special circumstances and only when approved by supervision, partial days may be granted.

10.4.7 PTO Usage Guidelines. PTO guidelines will be regularly reviewed at Conference Committee at the request of either party.

10.5 Unscheduled Time Off. When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given. A nurse requesting time off without prior approval and on short notice will make a reasonable effort to contact the House Supervisor on duty at least one and one-half (1½) hours before their scheduled start time if working the day shift, and at least two (2) hours before their scheduled start time if working the evening or night shift. The nurse must provide such notification each day of absence unless prior arrangements have been made with the House Supervisor on duty.

10.6 Payment. PTO shall be paid at the straight time rate of pay. Inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the nurse on the nurse's assigned shift.

10.7 Maximum Limit. The maximum PTO accrual will be one and one-half times (1½) the annual maximum accrual amount as listed below. No future PTO may be accrued or vested until the nurse's maximum accrued unused PTO has been reduced below the maximum,

at which point PTO can again be accrued to the maximum. In the event, however, that a leave request has been denied at least 60 days but no more than six (6) months earlier, where granting the request would have avoided reaching the maximum limit, a nurse may accumulate above the accrual cap until the granting of a PTO request brings the nurse below the cap no more than six (6) months thereafter; provided that the nurse notified his or her supervisor at the time of the leave request that denial of the request will result in an accumulation above the cap.

Time of Service	Maximum PTO Accrual (hours)
0-48 Months (0-4 years)	336
49-108 Months (5-9 years)	396
109-168 Months (10-14 years)	444
169-228 Months (15-19 years)	468
229+ Months (20+ years)	480

10.8 Holidays. All hours worked on the following recognized holidays will be paid at the rate of time and one-half times the regular rate of pay:

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

Holiday pay shall apply for all hours worked from 11:00 p.m. on the day preceding the holiday until 10:59 p.m. on the actual holiday. In the event PeaceHealth designates an additional paid holiday, such holiday shall be paid pursuant to this section.

10.9 Cash Alternative. PTO may be taken by a nurse in the form of cash payment in lieu of time off each calendar year, provided that the nurse makes an irrevocable election (1) in the last calendar quarter of the preceding year, or (2) during the calendar year itself with the department manager's approval conditioned on financial hardship, past use of PTO and current PTO balance. Such cashout will be paid out at any time after the PTO to be cashed out has

accrued during the calendar year, but in no event later than December 31 of that year. PTO taken in cash payment form will be paid at the employee's straight time rate of pay. Inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the nurse on the nurse's regularly assigned shift.

10.10 Full-Time Employee Benefit. All nurses regularly scheduled at .9 FTE or above as of January 1 shall be credited with an additional one day (8 hours) of PTO.

10.11 Payment Upon Termination or Layoff. A nurse shall be paid upon termination of employment or layoff for all accrued PTO at 100% of the value of all accumulated hours based on the nurse's regular rate of pay.

10.12 Donation of PTO. A nurse may donate a minimum of four (4) hours and a maximum of 250 hours per year of their accrued PTO for the benefit of another employee who has a medical hardship. A medical hardship consists of a medical condition of the employee or a family member that will require the employee's prolonged absence from duty and will result in a substantial loss of income because the employee will have exhausted all accrued PTO. The Medical Center shall determine, based on information provided to the Medical Center, whether a medical hardship exists. The nurse desiring to donate PTO for another's benefit must submit an electronic request. Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

ARTICLE 11 – SENIORITY, LAYOFF AND RECALL

11.1 Seniority. Seniority shall be determined by a nurse's most recent date of hire with PeaceHealth or by the last date of hire at United as determined at the time of employment with PeaceHealth as a registered nurse.

11.2 Election of Layoff. Upon a majority request of the bargaining unit members of the Conference Committee, a secret ballot election will be conducted to determine whether a majority of the nurses eligible to vote believe that a layoff should occur instead of continuing low census days. The timing and procedures for conducting such an election, as well as voter

eligibility, shall be determined by the Conference Committee. At least sixty percent (60%) of those eligible to vote must vote to validate the election, and a majority of those eligible to vote shall be determinative. A vote in favor of a layoff shall be honored by the Employer. The Employer retains the right to unilaterally implement layoffs as it deems necessary or appropriate, subject to Sections 11.3 and 11.6.

11.3 Layoff Determinations. The parties recognize that, to the extent feasible, reductions in work force should be accomplished through attrition. If the Employer needs to implement a layoff of Registered Nurses, the Employer shall first meet with the Association to explain the rationale for the proposed layoff as well as to collaboratively explore concerns which may be raised and possible solutions. The Employer retains the right to unilaterally implement layoffs and/or reductions in FTE status as it deem necessary or appropriate. Subject to this right, the parties agree that the following procedures shall apply to any layoff or mandatory reduction in status.

11.4 Restructure/Layoff Notice. The Medical Center shall provide no less than thirty (30) days' notice to the Association prior to the event (effective date of layoff/restructure). A seniority roster will be provided to the Association and the Local Unit Chairperson at the time of the 30-day notice. Contemporaneous with providing a notice of layoff/restructure, the Medical Center shall provide the Association with a current roster of nurses in the bargaining unit in inverse order of seniority, listing each nurse's seniority, unit, shift and FTE status. Advanced written notice will be mailed to affected nurses not less than two (2) weeks prior to the event (effective date of restructure/layoff) or, for layoffs, pay in lieu thereof.

11.5 Identification of Affected Positions. Within the time frames set forth herein, the Medical Center shall identify the unit(s), shift(s) and number of FTEs which will be subject to layoff/restructure.

11.6 Restructure/Layoff. It is recognized that nurses are assigned to a specific unit or units within the Medical Center to work on a designated shift or shifts for a specified number of hours (FTE) per week or pay period. Accordingly, a nurse may not be subjected to a mandatory

change in shift, FTE or unit for an indefinite period of time without the following procedures being followed.

11.6.1 Definitions. As used in this Section, the following terms shall have the following meanings:

“**Restructure/Layoff**” shall mean any mandatory full or partial reduction in a nurse’s hours or a mandatory change in shift or unit for an indefinite period of time.

“**Qualified**” means, in the discretion of the Employer, the ability to independently provide, based on the job description, safe, direct patient care on the unit with up to four (4) weeks (one hundred and sixty (160) worked hours) of retraining.

11.7 Restructure/Layoff Procedure. A nurse may bump into a position housewide, but only a position for which they are qualified, and only a whole position (i.e., no splitting positions).

11.8 Nurses May Choose Layoff. Any nurse may choose to be laid off and accept a severance package offered by the Employer rather than exercise their seniority rights to bump into the position of a less senior nurse without affecting the nurse’s recall or other rights.

11.9 Use of Laid-Off Nurses. Nurses on layoff may transfer to Per Diem status while waiting to obtain a regular position, without affecting the nurse’s right to bid on a position under the recall provisions herein. Such nurses who have notified the Medical Center of a desire to pick up extra shifts shall be given the first opportunity to work additional shifts as needed before such shifts are offered to other 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. Nurses on layoff may complete a form listing the shifts and units where the nurse feels qualified to work.

11.10 Use of Paid Leave. Nurses shall receive payment for all accrued paid leave at the time of layoff, unless the nurse requests, in writing, deferral of such payment, in which case a nurse on layoff status shall be paid accrued paid leave up to two (2) times during the twelve (12) month recall period. In any event, any remaining accrued leave shall be paid to a nurse at the end of the twelve (12) month recall period. The laid off nurse may also continue group insurance at the nurse's expense, subject to insurance plan eligibility requirements.

11.11 Dispute Resolution. The parties recognize the importance of resolving disputes regarding qualifications expeditiously. Therefore, at the time of layoff or mandatory reduction in FTE status, the parties will explore methods of timely dispute resolution, which may include an appeals procedure and/or expedited arbitration.

11.12 No New Hires. As long as any nurse remains on layoff status, the Medical Center shall not hire a new nurse into the Bargaining Unit into a position for which a nurse on the recall list is qualified until the qualified nurse has been offered the position. If the nurse declines an offer for a position comparable to that which the nurse held before the layoff, their name will be removed from the recall list.

11.13 Recall. In the event of a layoff, the names of laid-off nurses shall be placed upon a reinstatement roster for a period of twelve (12) months from the date of layoff. Recall to a temporary position shall not affect a nurse's recall rights. If a nurse is unable to obtain a regular (full-time or part-time) position within the twelve (12) month recall period, the nurse's seniority shall be lost.

11.13.1 Notice of Recall. Nurses on the recall roster shall not immediately be offered vacant positions within the bargaining unit. Rather, when an opening in a bargaining unit position occurs, it shall be posted in accordance with the Job Posting requirements of this Agreement. Nurses on recall status shall be given notice and an opportunity to bid, by seniority, on the posted positions along with other nurses.

11.13.2 Two (2) Weeks' Report Time. A nurse accepting a position who has been on the recall roster will be allowed up to two (2) weeks to report to work.

11.3.3 Restoration of Seniority and Benefits. Pursuant to Article 11.14 (Loss of Seniority), upon returning to work from the recall roster, a nurse shall have all previously-accrued benefits and seniority restored. A nurse shall not accrue benefits or seniority while on layoff.

11.14 Loss of Seniority. Seniority shall be broken by termination of employment or twelve (12) consecutive months of unemployment as a result of layoff. When seniority is broken, the nurse shall, on reemployment, be considered a new employee.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Requests for Leaves. All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the leave of absence, including conditions upon which the nurse will return, shall be given by the Employer within thirty (30) days.

12.2 Family and Medical Leave. Family and medical leaves of absence will be administered by the Employer consistent with applicable state and federal laws. Regularly scheduled full-time and part-time nurses who have been employed for at least twelve (12) months and have worked at least 1,040 hours in the previous 12 months qualify for PeaceHealth Family Leave. Nurses meeting the criteria for FMLA leave will be granted FMLA leave in accordance with the law. All medical leaves of absence must be certified by a healthcare provider on a Medical Certification Form available in Human Resources.

12.2.1 Time off for family or medical leave will be paid up to and until the nurse's accrued PTO and extended illness bank hours are exhausted, except that a nurse may request in advance of taking family leave that up to sixty-four (64) hours be allowed to remain in the nurse's PTO bank at the end of said leave. The nurse

must submit this request in writing to Human Resources.

12.2.2 Nurses shall also be eligible for a medical leave of absence for the period of time that the nurse is sick or temporarily disabled due to pregnancy or childbirth. If the nurse's absence does not exceed the actual period of disability due to pregnancy or childbirth as certified by the nurse's medical provider, the nurse is entitled to return to work with the same unit, shift, and FTE status.

12.2.3 The nurse may request for approval by the Medical Center an extension of the family or medical leave for up to an additional twelve (12) weeks. During this time, the Employer will not be required to continue to provide healthcare coverage, but the employee will be allowed to continue insurance coverage at the group rate.

12.2.4 For nurses who are not eligible for medical leave under this article but have completed the probationary period, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to twelve (12) weeks, without loss of accrued benefits accrued to the date such leave commences. The provisions of subparagraphs 13.2.1 and 13.2.3 herein shall similarly apply to any health leave taken pursuant to this subparagraph.

12.3 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, in accordance with Federal and state law, and shall not be considered part of earned PTO.

12.3.1 FMLA leave for call-up of active duty service member. To the extent required by applicable law, an eligible nurse is entitled to take up to twelve (12) weeks of unpaid leave during any 12-month period due to a 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 and is being deployed to a foreign country.

12.3.2 FMLA Leave to care for injured service member. To the extent required by applicable law, an eligible nurse who is the spouse, child, parent or next of kin (nearest blood relative) of a covered service member is entitled to take up to twenty- six (26) weeks of unpaid leave during a single 12-month period to care for the service member if they are receiving medical treatment for, or recuperating from, a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces. A covered service member includes 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.

12.3.3 Military spouse leave. To the extent required by applicable law, up to fifteen (15) days of unpaid leave per deployment will be granted to a qualified 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. A nurse who takes leave under this provision may elect to substitute accrued paid leave to which the nurse is entitled for any part of such leave. The nurse must provide the Medical Center 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.

12.4 Domestic Violence Leave. In accordance with applicable Washington state law, if a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take reasonable leave from work or intermittent leave to seek related legal or law enforcement assistance or to seek treatment by a healthcare provider, mental health counselor or social services professional. A nurse who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent or a person whom the nurse is dating.

12.5 Study Leave. After one (1) year of continuous employment, permission may be

granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize Medical Center services.

12.6 Education Leave Available. Regular full-time and part-time nurses shall be provided paid education time per year for purposes of attending educational meetings approved in advance in writing by their manager, such as workshops, seminars, and educational programs in at least the following amounts: sixteen (16) hours per year for nurses working an average of less than .5 FTE, twenty-four (24) hours for nurses working an average of .5 to .8 FTE and thirty-two (32) hours for those nurses working an average of .9 FTE and above, provided the number of nurses wishing to attend does not jeopardize Medical Center services. The term “educational meetings” is defined as those conducted to develop the skills and qualifications of the nurse for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities.

Upon request, nurses certified by ANA or a specialty nurse organization who are working in the area of their certification shall be provided an additional sixteen (16) hours of paid education time per year pursuant to this provision for the purpose of attending educational meetings directly related to their certification. The Employer will provide tuition reimbursement for continuing education classes and courses necessary to obtain and maintain certification, and for the certification exam when certification is a job requirement. Attendance at courses required by the Medical Center, such as Advanced Cardiac Life Support (ACLS), will be paid at the applicable rate of pay for time worked. Attendance at such courses will be scheduled in advance by management, subject to accommodation for a nurse’s previously approved PTO. Where a mandatory class requires mandatory preparation including, but not limited to, reading and/or pre-class tests, time devoted to such preparation shall be treated as qualified compensable paid time, based on the recommended guidelines as established by the professional organization, or absent such guidelines as attested to in good faith by the nurse in collaboration with the nurse manager.

12.6.1 Reimbursement for educational expenses. The Medical Center shall make available at least \$325 for each nurse per calendar year for tuition and course

materials related to approved education leave. If total Medical Center expenditures for educational expenses under this paragraph have amounted to less than \$15,000 for the calendar year, then the Medical Center will reimburse nurses at year's end on an equitable basis for expenses exceeding the \$325 individual allotment, up to a maximum Medical Center calendar year expenditure of \$15,000.

12.6.2 Employer-Mandated Education/Training Leave Time. Mandatory education/training time shall be considered time worked. The Employer shall pay for the cost of the class, conference or workshop (including registration fees), unless the nurse failed to attend an education/training seminar offered by the Employer that would have met the mandated requirement without making prior arrangements. In such case, the nurse shall be paid for time spent attending such mandatory classes/workshops elsewhere, but may be required to pay for the cost of the class, conference or workshop. The nurse shall not be required to pay for the cost of the class, conference or workshop if the nurse can demonstrate to the Employer that the failure to attend was unavoidable (the nurse was unable to make prior arrangements).

12.7 Jury/Witness Duty. All full-time and part-time nurses who are called to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, including preparation time required by the Employer, shall be compensated by the Employer at their normal straight time rate of pay. To qualify for jury duty pay, a nurse must present the jury duty summons to their supervisor immediately after having received the summons, and thereafter must present documentation from the court of time spent on jury duty. If jury duty ends prior to the end of the day shift on the employee's scheduled day, the employee must contact their immediate supervisor or designee to discuss whether time remaining on the shift is sufficient to require a return to work that day. Nurses working evening or night shifts shall have the option of being treated as on day shift during weeks of jury duty. If a nurse has spent the full week in actual jury duty service, then the nurse shall not be required to work any additional hours for that week.

12.8 Personal Leave. All nurses covered by this Agreement shall be granted three (3) days off per year without pay for unplanned emergent needs upon request to their manager, provided such leave does not jeopardize Medical Center service.

12.9 Bereavement Leave. An employee may be granted four (4) days (up to thirty-six (36) hours regularly scheduled hours) of paid bereavement leave in lieu of regularly scheduled work hours shall be allowed to a non-probationary employee for a death in the immediate family. Immediate family includes, but is not limited to, as grandparent, parent, spouse, spousal equivalent, brother, sister, child, grandchild, or the step or in-law equivalent of parent, brother, sister or child. If additional time for the leave is necessary, the nurse must request PTO for such additional time and obtain the supervisor's approval in advance.

12.10 Paid Leave. A leave of absence with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer, and reinstatement to the same scheduled number of hours, shift and unit shall be guaranteed.

12.11 Unpaid Leave. A leave of absence without pay guarantees the nurse first choice on the first available similar opening on the nurse's pre-leave shift for which the nurse is qualified except as otherwise provided herein. Certain leaves provide for a period of up to twelve (12) weeks during which the nurse shall be entitled to return to their pre-leave position.

12.12 Worker's Compensation. Nurses receiving industrial insurance benefits for less than ninety (90) days shall be guaranteed reinstatement to their former positions, shift and status. If the position no longer exists, reinstatement shall be guaranteed to a substantially equivalent position. Nurses receiving industrial insurance benefits for more than ninety (90) days shall have the first choice on the first available similar opening on the same shift for which the nurse is qualified.

ARTICLE 13 – EMPLOYMENT PRACTICES

13.1 Personnel Files. Nurses shall have access to their personnel file. After the

completion of the probationary period, the Employer shall either remove and destroy reference verifications and other third party material, or, if such materials are not destroyed, they shall be made available to the nurse concerned. In the case of a filed grievance, nurses and former nurses shall have access to their personnel files. No documents other than routine payroll and personnel records will be inserted in a nurse's file without the knowledge of the nurse. If a nurse believes that any material placed in his/her personnel file is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing their explanation or opinion regarding the prepared material. This shall be included as part of their personnel record until the material is removed. Nurses may request, in writing, that their personnel file be reviewed and that records of disciplinary action be removed. Records which are agreed to be removed shall not be considered relevant for future progressive discipline. In addition, written disciplinary notices for conduct other than theft, dishonesty, unlawful harassment, violation of the substance free workplace policy or assault/violence against another person, shall not be considered for purposes of further disciplinary action after more than twenty-four (24) months if there have been no further occurrences warranting discipline during that twenty-four (24) month period.

13.2 Job Posting. Notice of the new and existing nurse positions to be filled shall be posted on the PeaceHealth website at least five (5) days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. Posting should include the full-time equivalent of the position (e.g., .9 FTE), shift (days, evenings, nights), and should indicate, where applicable, that the position may be combined or split with other positions.

13.2.1 Filling of positions. In filling the positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of seniority as a registered nurse, provided that the skill, ability, experience, competence and qualifications of the applicants are not overriding factors. Subject to the foregoing proviso, if two individuals have identical seniority, the tie will be broken based on total bargaining unit life hours. The Employer shall make every effort to facilitate the movement of nurses to their desired shifts. In no event shall a nurse be held back from transfer to a new position for more than ninety (90) days, unless an extension is made by mutual agreement with the nurse involved. The

Employer, following a decision to fill a position covered by this Agreement, will provide a written or electronic response to each applicant for the position.

13.2.2 Training Positions and Transfer. The Medical Center may offer and post training positions in the following specialty areas: ACU, Surgical Services, and ED. Such training positions are anticipated to provide opportunities for nurses to expand their scope of practice and to receive detailed training in specialty areas. In return, the Medical Center gains competent nurses with desirable skills.

A nurse transferring to a position in a different unit shall not be eligible to transfer to another unit for an additional period that is double the period of the initial orientation or training, provided that the minimum period of such non-eligibility shall be three (3) months, inclusive of orientation. The nurse selected to fill a training position in a different unit shall be allowed to shadow a nurse in that unit for one shift before confirming acceptance. New graduates shall not be permitted to transfer between units for twelve (12) months, inclusive of orientation. The Medical Center may grant an exception under these provisions in extraordinary circumstances. The restrictions in this paragraph shall be lifted for nurses in any unit for which a notice of layoff or restructure pursuant to Section 11.4 has issued.

13.2.3 Temporary Positions. The Medical Center may post temporary positions of no longer than six (6) calendar months' duration. If the Medical Center fills a temporary position for longer than six (6) calendar months, it shall provide to the Association, upon request, an explanation of the rationale for such action. If a temporary position may continue up to three months beyond the conclusion of the six-month period, thereafter the Medical Center will post the position in accordance with Section 13.2 above.

If a current employee fills a temporary position, the employee shall continue to accrue seniority and to retain benefits held or accrued in the prior position.

Every thirty (30) days the Medical Center will provide to the Association a list of all nurses occupying temporary positions.

13.3 Meetings and In-Services. Nurses shall be compensated at the appropriate rate for all time spent at meetings or in-services required by the Employer.

13.4 Employee Facilities. The Employer shall provide restrooms and adequate facilities for meal breaks and lockers shall be made available if they are currently being provided.

13.4.1 Lactation. The Employer will provide reasonable break time for an employee to express breast milk for their nursing child for eighteen months after the child's birth each time such employee has need to express milk. The Employer will provide places in its facilities that are reasonably close to the employee's work area, other than a bathroom, that are shielded from view and free from intrusion from coworkers and the public (including a door that can be locked by the employee), which may be used by an employee to express milk. The private location must include a clean and safe water source with facilities for washing and rinsing breast pumping equipment and a convenient hygienic fridge designated for storing breast milk within close proximity. Employee should provide as much advance notice as possible of the need to express breast milk.

13.5 Travel. When a nurse covered by this Agreement is required by the Employer to travel with and accompany a Hospital patient off Hospital premises, the nurse shall be considered in the employ of the Employer and all provisions of this Agreement shall apply. The Employer shall compensate the nurse for all necessary travel expenses incurred by the nurse under said circumstances. The Employer's prior approval shall be obtained in writing whenever possible.

13.6 Position Changes. Nurses will be provided written or electronic confirmation of the terms of any change in their work position.

13.7 Orientation. Nurses will be required to work only in those areas within the

Medical Center where they have received orientation. If a nurse is floated to a unit for which they have not met the established competencies, the nurse shall receive a modified assignment consistent with his or her abilities and training. Nurses shall not be assigned to perform tasks or procedures for which they are not qualified by training or experience.

13.7.1 Orientation Purposes. A regular and ongoing staff orientation and development program will be maintained. The purposes of orientation are (1) to familiarize new personnel with the objectives and philosophy of the Employer; (2) to orient new personnel to policies and procedures, and to their functions and responsibilities; and (3) to assure that newly hired nurses, newly licensed nurses and nurses changing clinical practice areas have the requisite skills and abilities to assume their responsibilities as staff nurses in their areas of practice.

13.7.2 Assignment of Preceptor(s). Each newly licensed nurse shall be assigned a nurse preceptor or preceptors for the purpose of direction and support during the orientation period. Other newly hired nurses and nurses changing clinical practice areas shall also be assigned a preceptor or preceptors if they or management feel it is necessary. The nurse preceptor(s) shall oversee the skills development of the nurse during the orientation period, and be accountable for completing all records documenting skills development.

13.7.3 Orientation. Newly licensed nurses shall receive adequate orientation necessary to perform their assigned tasks. Newly hired nurses and nurses changing clinical practice areas shall receive orientation for a period of time suitable to the nurse's skills and abilities, as evaluated by the preceptor, the nurse director or designee, and the orientee.

13.7.4 Patient load. The nurse orientee and the preceptor or designee shall not be assigned a total number of patients in excess of the patient load of the preceptor or designee. The Medical Center reserves the right to interrupt the precepting process to provide for other direct patient care that is necessary. In such an event,

the Medical Center will make a good-faith effort to maintain the continuity of the orientation process.

13.7.5 The WSNA Conference Committee shall monitor the effectiveness of the nurse preceptor program.

13.8 Payroll Records. Payroll checks, computer printouts or other written records shall be readily available for nurses to determine their number of hours worked, rate of pay, and accrued PTO.

13.9 Performance Evaluations. A written performance evaluation shall be conducted at the end of the probationary period and annually thereafter. Nurses shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of the evaluation shall be made available to the nurse. If a nurse disagrees with the evaluation, then the nurse may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation. Where warranted, probationary nurses will be given a preliminary evaluation halfway through their probationary period.

13.10 Health and Safety. The Employer and the Association agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote all practices necessary to assure safety in the workplace. Nurses shall not be required to work under unsafe or hazardous conditions. All safety equipment deemed necessary for a particular job shall be furnished. The Employer shall provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Association shall appoint a representative to serve on the Employer's Safety Committee. The representative shall be paid for time spent during Safety Committee meetings. If a nurse is unable to arrange for time off to attend a Safety Committee meeting, the Employer will assist in facilitating the nurse's attendance. When a safety issue is identified, the Employer will resolve the issue in a reasonable timeframe.

13.11 Workplace Violence. The Employer will provide a safe environment free of

potential hazards to nurses encompassing a clear policy of zero tolerance of workplace violence (including physical violence and verbal threats) by patients or visitors. Prominent signs shall be posted in the Medical Center in accordance with the recommendations by the workplace violence committee. If at any time, a nurse does not feel safe to care for a patient they reasonably believe poses a risk of violence, they may notify their immediate supervisor and request a safety care conference. The Medical center shall cooperate with and comply with all lawful requests from law enforcement.

The Parties will form a Workplace Violence Prevention, Response and Assessment Committee composed of equal members of employees and members of Management which include principal management personnel on security, education and nursing, with a minimum of four RNs selected in partnership with WSNA. The RNs shall have time off arranged by management and be paid appropriate rate of pay for all time in Committee meetings and other committee activities. The Committee shall meet regularly, at least quarterly, and when requested by either party due to an incident of violence. Every three years, and within six months of ratification of this Agreement the Committee shall develop and implement a plan which will include a review of appropriate security resources and to prevent and protect employees from violence at the Medical Center, by evaluating reported instances of violence and implementing changes which will increase safety. The Committee shall develop, implement and monitor progress on the plan.

The Medical Center will assure in-person, interactive prevention training as recommended by the Committee.

The Employer shall provide free counseling services for nurses who are subjected to workplace violence, through the employer sponsored employee assistance program. Nurses shall not be retaliated against for reporting incidences of workplace violence.

The Medical Center retains full responsibility for providing a safe and secure workplace for all nurses, patients and visitors.

ARTICLE 14 – HEALTH AND INSURANCE BENEFITS

14.1 Health Insurance. Eligible full-time and part-time nurses who are regularly scheduled to work twenty (20) hours or more per week shall be eligible to participate in the health insurance benefit program offered by the Employer. Nurses shall be offered benefit options, in accordance with the terms of the program, with regard to medical, dental, vision, life, AD&D, and long-term disability plan, and healthcare and dependent care spending accounts.

14.1.1 Premiums. The Employer shall contribute a dollar amount sufficient to cover the following portions of the total premium costs for the medical plans offered:

For nurses working at least 64 hours per pay period, the Medical Center will pay 93% of the cost of the PPO medical plan premiums for employee coverage and 77% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 85% of the cost of the PPO medical plan premiums for employee coverage and 65% of the cost of said premiums for dependent coverage.

For nurses working at least 64 hours per pay period, the Medical Center will pay 100% of the cost of the ABHP medical plan premiums for employee coverage and 82% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 90% of the cost of the ABHP medical plan premiums for employee coverage and 70% of the cost of said premiums for dependent coverage.

14.1.2 Changes in Benefits. Participation in the Employer's health insurance benefit program shall be subject to specific plan eligibility requirements. The Employer shall continue the current or a substantially equivalent level of aggregate benefits existing under the current program, including the level of premium contributions, for each of the insurance plans referenced in this Section 14.1. In the alternative, if the Employer does not offer benefits substantially equivalent to the existing plan

design, the Employer will notify the Association of the proposed new level of benefits for the applicable plan, and will meet with the Association, upon request, to bargain about the proposed plan changes with the Association prior to implementation. If no agreement can be reached, the provisions of Article 17 shall not apply for a period of thirty (30) days after impasse. In no event shall bargaining unit nurses receive a level of benefits that is less than the level received by a majority of the Employer's non-bargaining unit employees.

14.1.3 Insurance Expenses Incurred at PeaceHealth Facilities. Employees covered under PeaceHealth insurance plans who have outstanding balances to PeaceHealth facilities and/or providers will be offered reasonable payment plans upon request. Employees that comply with the payment plans will not be subject to collections or garnishment.

14.2 Health Tests. The Employer follows CDC (Center for Disease Control and Prevention) recommendations for healthcare personnel vaccination and serologic testing. The Employer will follow CDC recommendations for Tuberculosis testing at both onboarding and post-exposure. All of the above-mentioned vaccinations and testing will be performed at no cost to the nurse.

14.3 STD and LTD Insurance. The Employer shall pay one hundred percent (100%) of the premium for the basic Long Term Disability and Short Term Disability coverage for each nurse regularly scheduled to work twenty (20) hours per week or more (.5 FTE). Subject to plan eligibility requirements, eligible nurses may elect to purchase greater LTD or STD coverage at the nurse's expense.

ARTICLE 15 – RETIREMENT PLAN

15.1 Retirement Plan. The Employer shall provide during the term of this Agreement a retirement program. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will bargain about the proposed plan changes with the

Association prior to implementation. If no agreement can be reached, the provisions of Article 17 shall not apply for a period of thirty (30) days after impasse.

ARTICLE 16 – COMMUNICATIONS

16.1 Conference Committee. The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish a Conference Committee to assist with communication and other mutual issues. The purpose of the Conference Committee is to foster improved communications between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. Such a Committee shall exist on a permanent basis and meet at least bi-monthly and shall consist of at least three (3) representatives of management and at least three (3) representatives of the nurses covered by this Agreement. In addition to the nurses, an Association representative may attend and participate in Conference Committee meetings if mutually agreeable. Time spent in Conference Committee shall be paid time for Committee members.

16.2 Clinical Practice Council. A Clinical Practice Council shall be instituted and maintained in the Employer's Medical Center and meet at least once bi-monthly. This Council shall include, in addition to members appointed by the Employer, at least three (3) registered nurses selected by the nurses covered by this Agreement. At least fifty percent (50%) of the Council members shall consist of registered nurses selected by nurses covered by this Agreement. The purpose of this Council is to discuss and improve nursing practices in the Medical Center. The Council shall develop specific objectives and operating procedures subject to review by Medical Center administration. This Council shall be advisory. Time spent in the Clinical Practice Council shall be paid time. The Clinical Practice Council's relevant nursing recommendations will be a standing item at Nurse Conference Committee Meetings.

16.3 Nurse Involvement. Staff Nurses and the Association shall have direct access to the Hospital executive team to address any and all professional concerns.

16.4 Health Benefits Committee. The Employer and the Association, recognize the importance of undertaking joint efforts to ensure that nurses have access to cost effective, quality

health care and other insurance coverage. Both the Employer and the Association share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs.

To address these issues, the parties will maintain a Health Benefits Committee. Within ninety (90) days of the effective date of this Agreement, the Association will appoint up to four (4) representatives from the bargaining units. The Employer will appoint up to four (4) management representatives. The Committee shall be advisory and shall meet quarterly beginning no later than one-hundred-and-twenty (120) days after the effective date of this Agreement and more often as mutually agreed. All nurse representatives on the committee will be paid for time attending meetings. The parties agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success. The parties' discussion at such meetings shall not constitute formal bargaining.

This committee will concentrate efforts to research, review and adopt incentive-based programs to:

1. Maximize prevention benefits
2. Incentivize healthy behaviors and wellness programs
3. Remove barriers to chronic disease management such as lower or free pharmaceutical costs and free office visits.
4. Encourage use of high value benefits and discourage benefits of low value but high costs such as high end imaging.
5. Educate and incentivize use of generic drugs.
6. Develop a plan to educate and assist Nurse on the various financial assistance programs available including those offered by PeaceHealth.
7. Ensure the prompt and accurate payment of claims
8. Discuss and advocate for the resolution of problems with the payment of outstanding medical bills.

ARTICLE 17 – NO STRIKE - NO LOCKOUT

17.1 No Strike - No Lockout. The parties to this Agreement realize that the Hospital and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representatives shall, directly or indirectly, authorize, assist or encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 Definition. A grievance is a mechanism of addressing an alleged breach of the terms and conditions of this Agreement. Grievances shall be submitted to the following procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. If mutually agreeable to the parties, mediation may be utilized to resolve the grievance. A Human Resources representative may participate at any stage of the grievance procedure.

18.2 Step 1 - Nurse and First Level of Supervision. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any nurse has a grievance, the nurse or, at the nurse's option, a local unit officer or nurse representative shall reduce the grievance to writing and shall deliver the grievance to the nurse's first level of supervision and/or human resources within twenty-one (21) calendar days from the date the nurse was or should have been aware a grievance existed. As soon as possible thereafter, the nurse and, at the nurse's option, a local unit officer or designee, shall discuss the grievance with the nurse's first level of supervision. Every reasonable effort shall be made to meet within fourteen (14) calendar days of the first level of supervision's receipt of the grievance. [If the meeting is not possible during this fourteen (14) calendar day period, the scheduling of the meeting for some later date shall at least occur during this fourteen (14) calendar day period.] The first level of supervision shall respond in writing within ten (10) calendar days.

18.3 Step 2 - Nurse, Local Unit Chairperson and Director of Nursing Services. If the matter cannot be resolved informally and it is the nurse's desire to proceed further, the nurse (or a local unit officer) shall submit the grievance to the Director of Nursing Services or designee within ten (10) calendar days from the date the Step 1 response is received. The written grievance shall contain a description of the alleged problem, the date it occurred and the correction action the grievant is requesting. A conference between the nurse (and the Local Unit Chairperson or designee, if requested by the nurse) and the Director of Nursing Services or designee shall be held. Every reasonable effort shall be made to meet within fourteen (14) calendar days of the Director of Nursing Services's receipt of the grievance. [If the meeting is not possible during this fourteen (14) calendar day period, the scheduling of the meeting for some later date shall at least occur during this fourteen (14) calendar day period.] The Director of Nursing Services or designee shall endeavor to resolve the grievance and will respond in writing within ten (10) calendar days following the close of the above-described conference.

18.4 Step 3 - Chief Administrative Officer and Association Representative. Within ten (10) calendar days of receipt of the Step 2 response, if the nurse is not satisfied with the reply in Step 2, the nurse (or a local unit officer) may present the written grievance to the Medical Center Chief Administrative Officer or designee. The nurse, local unit officer and the Association representative shall meet with the Medical Center Chief Administrative Officer or designee within fourteen (14) calendar days for the purpose of resolving the grievance. The Association may initiate a grievance at Step 3 if the grievance involves a group of nurses and if the grievance is submitted in writing within twenty (20) calendar days from the date the nurses were or should have been aware a grievance existed. The Medical Center Chief Administrative Officer or designee shall respond in writing within ten (10) calendar days after the Step 3 meeting.

18.5 Optional Grievance Meeting. After the Step 3 response and before a grievance is referred to arbitration, the Employer and the Association may mutually agree in writing to submit any unresolved grievance to mediation. The parties will seek the services of a mediator from the Federal Mediation and Conciliation Services ("FMCS") at no cost to the parties. At any

time during the mediation process either party, through written notice to the other party, may terminate the mediation process.

18.6 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 final and binding arbitration within thirty (30) calendar days following receipt of the Medical Center Chief Administrative Officer or designee's response or the conclusion of optional mediation if exercised. Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Association shall request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators from Washington and Oregon. If the parties cannot agree on an arbitrator, the Association and the Employer will alternatively strike one name from the list, and the last name remaining will be the Arbitrator. The parties will flip a coin to determine who strikes the name first. The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base their decision solely on the contractual obligations expressed in this Agreement. The arbitrator shall issue their written decision within thirty (30) calendar days from the deadline for submissions of post-hearing briefs provided that failure to meet this deadline shall not impact the validity of the arbitrator's decision. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, they shall have no authority to change or restrict the Employer's action. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance and substitute their own judgment or determination for that of the Employer. Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one half (½) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing, including the cost of a mutually agreed-upon court reporter. All other expenses, including any costs or attorneys' fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

18.7 Provision of Information. Except as otherwise provided herein, neither the Employer nor the Association shall be required during the term of this Agreement to provide the other party with any data, documents, information or reports in its possession or under its control for any purpose or reason unless they are relevant to administration and compliance with the Agreement or the bargaining process.

ARTICLE 19 – STAFFING

19.1 Hospital Staffing Committee. The parties' established Hospital Staffing Committee (HSC) shall be responsible for those activities required of it under RCW 70.41 and successors thereto. The Association will determine how the Registered Nurse Members of the HSC will be selected, including three designated alternates. The Medical Center will provide the Association with an updated HSC membership roster by January 1 annually and whenever changes to the membership occur. The Director of Clinical Services, or designee, will attend all meetings. The CAO shall attend the meeting to hear concerns and recommendations at least quarterly. Attendance at HSC meetings by appointed committee members will be on paid time basis at the RN's regular rate of pay and RNs shall be relieved of all other work duties during meetings. A WSNA staff representative may attend. HSC meetings will be held at least quarterly. The Local WSNA Chairperson, as well as WSNA members and alternates of HSC, shall be provided with agendas and minutes at least ten days in advance of each meeting. The HSC shall produce the annual nurse staffing plan. All changes to the staffing plan shall be considered and discussed by the HSC before they go into effect. Should the committee have any disagreements with the proposed staffing plan, the process as outlined in RCW 70.41 shall be followed. No RN shall be counseled, disciplined and/or discriminated against for making any report or complaint to the HSC.

19.2 Staffing. The parties agree to cooperate in an effort to insure an appropriate relationship between patient care needs and staffing levels. To this end, it is recognized that nursing input into staffing decisions affecting patient care is desirable. The Employer shall maintain a patient staffing system, including staffing during leaves of absence that is consistent with the provisions of RCW 70.41.420 and subsequent legislation and with the provisions of the

Washington State Nurse Practice Act regarding the scope of practice for registered nurses, including but not limited to the coordination of patients' total nursing care needs, patient intensity and nature of care to be delivered on each shift, and the assignment and delegation of nursing activities to other personnel. Standards established by the appropriate accrediting body shall be considered relevant criteria for determining appropriate staffing levels.

The parties agree to cooperate in an effort to insure an appropriate relationship between patient care needs and staffing levels. These shall be appropriate subjects for both the HSC and the RN Conference Committee's consideration. If the RN Conference Committee has concerns or recommendations regarding staffing, these will be forwarded to the HSC for its consideration.

A nurse questioning the level of staffing on their unit shall communicate this concern to their immediate supervisor or another member of the management team at the Medical Center, who will utilize available management resources to attempt to resolve the situation. The nurse may also share such concerns with the HSC or directly with Medical Center Administration. When appropriate, the nurse should use appropriate forms (ADO – Assignment Despite Objection) to document the situation, a copy to be given to the supervisor, and the nurse to receive a written response.

19.2.1 Quality of care and the safety of all patients are of paramount concern to the Medical Center and the nursing staff who provide care for our patients. The Medical Center is committed to partnering with the nurses to design care delivery that includes appropriate skill mix of the registered nurses and other nursing personnel, layout of the units, patient acuity considerations, national standards and recommendations for the Safe Staffing Committee.

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

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

19.2.2.2 Provide staffing levels that enable RNs to utilize their accrued paid time off.

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

19.3 Staff Development. 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 appropriate accrediting body. The Employer recognizes that the availability of continuing educational opportunities for its nurses is essential to assure quality patient care. A regular and ongoing staff development program shall be maintained and made available to nurses covered by this Agreement. The existence, content, and attendance requirements of the program shall be discussed and considered by the Conference Committee provided for herein.

ARTICLE 20 – GENERAL PROVISIONS

20.1 Savings Clause. 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 life of the Agreement.

20.2 Past Practices. Any and all agreements, written and verbal, previously entered into

by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

20.3 Wage and Benefit Minimums. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

20.4 Changes to Be in Writing. Any modifications or changes to this Agreement during the life of this Agreement shall be in writing signed by the parties.

ARTICLE 21 – MANAGEMENT RIGHTS & RESPONSIBILITIES

21.1 Management Rights. The management of the Employer's hospital and the direction of the working force, including the right to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge for just cause and to maintain discipline and efficiency of its employees and the right to relieve the employees from duty because of lack of work; the right to determine the nature and extent to which the hospital shall be operated, and to change methods or procedures, or to use new equipment; the right to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend, limit, curtail or subcontract its operations, including the right to utilize the services of temporary personnel, is vested exclusively in the Employer. The above statement of management function shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement; however, nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the prerogative of the Employer to manage and control the hospital.

ARTICLE 22 – TERM OF AGREEMENT

22.1 Duration and Renewal. The effective date of this Agreement shall be upon ratification and shall continue until and including October 31, 2026. The Agreement shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to

amend is given, negotiations shall commence within thirty (30) days following the date of the notice. The parties specifically acknowledge and agree that none of the provisions of this Agreement shall be covered by RCW 41.56.123(1).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2023,

PeaceHealth United General Medical Center
By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Washington State Nurses Association

By: _____
Shannon Lauder, BSN, RN
Local Unit Co-Chair

By: _____
Shawna Smith, RN
Local Unit Treasurer

By: _____
Holly Swanson, RN
Local Unit Grievance Officer

By: _____
Robyn Tilton, RN
Local Unit Membership Officer

By: _____
Kelly Ann Skahan
Labor Counsel, WSNA

By: _____
Carmen Garrison, BSN, RN
Resource Nurse Representative, WSNA

By: _____
Kelsey Sousa, BSN, RN
Local Unit Secretary

By: _____
Austin Bordeleau, RN
Local Unit Grievance Officer

By: _____
Sara Langrock, RN
Local Unit Membership Coordinator

By: _____
Katie Owens, RN
Local Unit Communications Officer

By: _____
Sue Dunlap, MSN, RN, COS-C
Nurse Representative, WSNA

APPENDIX A - Authorization to Make Payroll Deduction for Association Dues

I hereby authorize my employer to deduct my Washington State Nurses Association dues from my salary each year in 12, 24, or 26 equal deductions beginning with the next pay period. This money is in payment of annual dues to my professional association and is to be remitted to the Washington State Nurses Association. This card is to be retained by the above-named employer and will remain in force until withdrawn by me in writing.

Date

Signature of Employee

APPENDIX B - Wages

The minimum hourly rate of pay for staff nurses covered by this Agreement shall be in accordance with the number of years of continuous service set forth below, and shall be effective the first full pay period following the dates set forth below:

	1/1/2024	1/1/2025	1/1/2026
Base	\$40.10	\$41.50	\$42.96
1 Year	\$41.86	\$43.32	\$44.84
2 Years	\$43.64	\$45.17	\$46.75
3 Years	\$45.36	\$46.94	\$48.59
4 Years	\$47.07	\$48.72	\$50.43
5 Years	\$48.80	\$50.51	\$52.28
6 Years	\$50.53	\$52.30	\$54.13
7 Years	\$52.28	\$54.11	\$56.00
8 Years	\$54.04	\$55.93	\$57.89
9 Years	\$55.78	\$57.73	\$59.75
10 Years	\$57.49	\$59.51	\$61.59
11 Years	\$58.24	\$60.27	\$62.38
12 Years	\$58.98	\$61.04	\$63.18
14 Years	\$60.74	\$62.86	\$65.06
15 Years	\$61.60	\$63.75	\$65.98
16 Years	\$62.46	\$64.64	\$66.90
18 Years	\$64.06	\$66.30	\$68.62
19 Years	\$64.85	\$67.12	\$69.46
20 Years	\$65.64	\$67.93	\$70.31
22 Years	\$67.28	\$69.63	\$72.07
24 Years	\$68.97	\$71.39	\$73.89
25 Years	\$69.84	\$72.29	\$74.82
26 Years	\$70.71	\$73.19	\$75.75
28 Years	\$71.58	\$74.09	\$76.68
30 Years	\$72.45	\$74.99	\$77.61
32 Years	\$74.26	\$76.86	\$79.55

APPENDIX C - Professional Nurse Advancement Program (PNAP)

PeaceHealth United General Medical Center (the “Medical Center”) and the Association are committed to the professional development, satisfaction, recruitment, and retention of nursing staff. The Professional Nurse Advancement Program (PNAP) is designed to provide staff nurses more opportunity to grow and advance professionally. Therefore, the parties agree to develop and implement the agreed upon PNAP and the following terms:

1. Participation. All WSNA represented RN inpatient nurses who spend over 50% of their time in Direct Patient Care activities¹ will be eligible to participate in PNAP. This includes all per diem nurses who are in compliance with their availability requirements. Once certified/recertified, the RN will maintain their level for not less than a period of two (2) years.

2. Composition of PNAP Review Council. The Council is responsible for reviewing the applications from all nurses applying for PNAP, as well as reviewing the evaluation of PNAP. The Council will include a maximum of seven (7) members, three (3) of whom will be chosen by the union.

3. Paid time for PNAP Review Committees. All time spent by all council members to oversee the program, including review of applications and appeals, shall be paid at the nurse’s straight time rate of pay. Nurses will be relieved of all clinical duties to facilitate their attendance at PNAP Council and Review Council meetings.

4. Levels of the Program.

- RN 1 – New Grad: from completion of orientation period to graduation from residency program. At this point advancement to RN 2 is automatic.
- RN 2 – (competent)
- RN 3 – (proficient/expert) (\$2 per hour)

¹ Direct Patient Care activities are those activities defined by the National Database for Nursing quality Indicators (NDNQI, 2021).

- RN 4 – (expert) (\$3 per hour)
- RN 5 – (specialist) (\$5 per hour)

PNAP pay is in addition to differentials outlined in the contract such as certification BSN, MSN.

5. Program review process. The PNAP will be reviewed at least every two years by the designated Shared Governance Councils and that evaluation shall be provided to the WSNA Conference Committee. Discipline will not be an automatic bar to placement on the program and approval by a nurse's manager will not be a requirement for placement in the program.

6. PNAP pay rates will be effective the first full pay period following implementation for current participants.

7. Professional nurse levels will not be used either as a criterion in job postings (pursuant to Article 13.2), nor will any bargaining unit jobs be posted for any particular professional nurse level.

amend is given, negotiations shall commence within thirty (30) days following the date of the notice. The parties specifically acknowledge and agree that none of the provisions of this Agreement shall be covered by RCW 41.56.123(1).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14th day of November, 2023,

PeaceHealth United General Medical Center	
By: _____	By: _____
By: <u>Sharon Ruthertford</u> Sharon Ruthertford Director, Clinical SICS	By: <u>Jennifer McAuley</u> Jennifer McAuley Sr Dir, Human Resources
By: <u>Marco Brito</u> Marco Brito Nurse Manager	By: <u>Tracie Skrinde</u> Tracie Skrinde HR Partner, Sr.
By: <u>Mark McEahan</u> Mark McEahan Nurse Manager	By: _____

Washington State Nurses Association	
By: <u>Shannon Lauder</u> Shannon Lauder, BSN, RN Local Unit Co-Chair	By: <u>Kelsey Sousa</u> Kelsey Sousa, BSN, RN Local Unit Secretary
By: <u>Shawna Smith RN</u> Shawna Smith, BSN, RN Local Unit Treasurer	By: <u>Austin Bordeleau</u> Austin Bordeleau, ASN, RN Local Unit Grievance Officer
By: <u>Holly Swanson RN</u> Holly Swanson, BSN, RN Local Unit Grievance Officer	By: <u>Sara Langrock RN, BSN, CCM</u> Sara Langrock, RN, BSN, CCM Local Unit Membership Coordinator
By: <u>Robyn Tilton</u> Robyn Tilton, RN Local Unit Membership Officer	By: <u>Katie Owens</u> Katie Owens, BSN, RN Local Unit Communications Officer
By: <u>Kelly Ann Skahan</u> Kelly Ann Skahan Labor Counsel, WSNA	By: <u>Carmen Garrison</u> Carmen Garrison, BSN, RN Resource Nurse Representative, WSNA

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