

**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

WHIDBEYHEALTH MEDICAL CENTER

(April 1, 2022 – March 31, 2025)

TABLE OF CONTENTS

PREAMBLE	-----	1
ARTICLE 1 RECOGNITION	-----	1
1.1 Bargaining Unit	-----	1
ARTICLE 2 ASSOCIATION MEMBERSHIP	-----	1
2.1 Association “Agency Fee” or Membership	-----	1
2.2 Dues Deduction	-----	1
ARTICLE 3 NONDISCRIMINATION	-----	2
3.1 No Employment Discrimination	-----	2
ARTICLE 4 ASSOCIATION REPRESENTATIVES	-----	2
4.1 Access to Premises	-----	2
4.2 Local Unit Chairperson	-----	2
4.3 Rosters	-----	2
4.4 Bulletin Board	-----	3
4.5 Distribution and Introduction of Agreement	-----	3
4.6 Meeting Rooms	-----	3
4.7 Public Information Requests	-----	3
ARTICLE 5 DEFINITIONS	-----	3
5.1 Resident Nurse	-----	3
5.2 Staff Nurse	-----	4
5.3 Charge Nurse	-----	4
5.4 Full-Time Nurses	-----	4
5.5 Part-Time Nurses	-----	4
5.6 Per diem Nurses	-----	4
5.7 Wage Premiums in Lieu of Benefits	-----	5
5.8 Domestic Partner	-----	5
5.9 Regular Rate of Pay	-----	5
ARTICLE 6 PROBATION AND TERMINATION	-----	5
6.1 Introductory Period	-----	5
6.2 Notice of Termination	-----	5
6.3 Discipline and Discharge	-----	5
ARTICLE 7 HOURS OF WORK AND OVERTIME	-----	6
7.1 Work Week and Work Day	-----	6
7.2 Innovative Work Schedule	-----	6
7.3 Definition of Overtime	-----	6
7.4 Overtime Computation	-----	7
7.5 Mandatory Overtime	-----	7

7.6	Paid Time-----	7
7.7	Callback -----	7
7.8	Meal and Rest Periods-----	7
7.9	Weekends-----	7
7.10	Work on Day Off-----	7
7.11	Rest Between Shifts-----	7
7.12	Work Schedules -----	8
7.13	Shift Rotation -----	8
7.14	Consecutive Work Days-----	8
7.15	Work in Advance of Shift-----	8
7.16	Open Shifts-----	8
7.17	Float Premium -----	8
ARTICLE 8	COMPENSATION -----	8
8.1	Wage Rates-----	8
8.2	Benefit and Wage Step Computation-----	9
8.3	Recognition of Previous Experience -----	9
8.4	Charge Nurse Assignment -----	9
8.5	Standby Pay -----	9
8.6	Shift Differential -----	10
8.7	Certification and BSN or MSN Premium-----	10
8.8	Preceptor-----	10
ARTICLE 9	PAID TIME OFF -----	10
9.0	Paid Time Off Program -----	11
9.1	Amount of PTO -----	12
9.2	PTO Scheduling -----	12
9.3	PTO Pay -----	13
9.4	Payment Upon Termination -----	13
9.5	PTO Accumulation-----	13
9.6	Work on Holiday -----	13
9.7	Rotation of Holidays-----	13
9.8	Designation of Holidays-----	13
9.9	PTO Cashout -----	13
9.10	PTO Donations -----	14
ARTICLE 10	EXTENDED ILLNESS BANK -----	14
10.0	General-----	14
10.1	EIB Accumulation -----	14
10.2	Notification-----	14
10.3	EIB Proof of Medical Condition-----	14
10.4	Use of EIB-----	14
10.5	Worker's Compensation -----	15
10.6	PTO/EIB Conversion -----	15

ARTICLE 11 SENIORITY, LOW CENSUS, LAYOFF AND RECALL	15
11.1 Seniority	15
11.2 Low Census	16
11.3 Election of Layoff	17
11.4 Layoff Determinations	17
11.5 Layoff	18
ARTICLE 12 LEAVES OF ABSENCE	21
12.1 Requests for Leaves	21
12.2 Family & Medical Leave	21
12.3 Active Duty/Active Training Duty Military Leave	22
12.4 Military Spouse/Domestic Partner Deployment Leave	23
12.5 Study Leave	23
12.6 Education and Professional Time	23
12.7 Health and Parenting Leave	23
12.8 Jury Duty	24
12.9 Personal Leave	24
12.10 Bereavement Leave	24
12.11 Paid Leave	24
12.12 Unpaid Leave	24
12.13 Worker's Compensation	24
ARTICLE 13 EMPLOYMENT PRACTICES	25
13.1 Personnel Files	25
13.2 Job Posting	25
13.3 Meetings and Inservices	25
13.4 Employee Facilities	25
13.5 Travel	25
13.6 Personnel Action Forms	25
13.7 Orientation	25
13.8 Payroll Records	26
13.9 Performance Evaluations	26
13.10 Mileage	26
13.11 Safety Committee	26
ARTICLE 14 HEALTH AND INSURANCE BENEFITS	27
14.1 Health Insurance	27
14.2 TB Health Tests	27
14.3 Other Health Tests	28
14.4 Life Insurance	28
14.5 Disability Insurance	28
ARTICLE 15 RETIREMENT PLAN	28
15.1 Retirement Plan	28

ARTICLE 16 COMMUNICATIONS	28
16.1 Conference Committee	28
16.2 Practice Council of Nursing	28
ARTICLE 17 NO STRIKE - NO LOCKOUT	28
17.1 No Strike - No Lockout	29
ARTICLE 18 GRIEVANCE PROCEDURE	29
18.1 Definition	29
18.2 Step 1 - Nurse and Immediate Supervisor	29
18.3 Step 2 - Nurse, Local Unit Chairperson and Chief Nurse Executive	29
18.4 Step 3 - Administrator and Association Representative	29
18.5 Step 4 - Binding Arbitration	30
ARTICLE 19 STAFFING	30
19.1 Staffing	30
19.2 Staff Development	31
ARTICLE 20 GENERAL PROVISIONS	31
20.1 Savings Clause	31
20.2 Past Practices	32
20.3 Wage and Benefit Minimums	32
20.4 Successorship	32
ARTICLE 21 MANAGEMENT RIGHTS	32
21.1 Management Rights	32
ARTICLE 22 TERM OF AGREEMENT	33
22.1 Duration and Renewal	33
APPENDIX A	34
MEMORANDUM OF UNDERSTANDING	35
INNOVATIVE WORK SCHEDULE AGREEMENT 10 HR SHIFT	36
INNOVATIVE WORK SCHEDULE AGREEMENT 12 HR SHIFT	38
MEMORANDUM OF UNDERSTANDING ~ JOB SHARE GUIDELINES	40
MEMORANDUM OF UNDERSTANDING ~	42
JOB SHARE AGREEMENT FORM	43
MEMORANDUM OF UNDERSTANDING ~ SUBSTANCE ABUSE POLICY	44

MEMORANDUM OF UNDERSTANDING -----46

MEMORANDUM OF UNDERSTANDING -----47

MEMORANDUM OF UNDERSTANDING -----48

**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

WHIDBEYHEALTH MEDICAL CENTER

(April 1, 2022 – March 31, 2025)

REGISTERED NURSES

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

PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of Employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

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 employed by the Employer as Resident Nurse, Staff Nurse, and Charge Nurse, at its Hospital, Home Health Agency, Hospice, and Community Clinics and Provider Practices; excluding Management Officials, Nursing Managers/Directors and other supervisors and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

2.1 Membership. The Employer will not advise employees regarding union membership and will refer any questions in this regard to the union. The Employer may inform employees of their rights regarding whether or not to pay dues or fees to the union, but will remain neutral.

2.2 Dues Deduction. The Hospital will honor a nurse’s authorization in accordance with its terms after receiving notice of the authorization in writing from WSNA. 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 or fees hereby undertake 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 the Association, and 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 sexual harassment or discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, sexual orientation, age, marital status, veteran's status, gender expression, gender identity or the presence of physical or mental disabilities not relevant to job performance. The Employer and the Association will comply with applicable laws and regulations regarding nondiscrimination. 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 Hospital operated by the Employer for the purpose of investigating grievances, the Employer's compliance with this Agreement, and other matters related to bargaining unit employees' wages, benefits and working conditions (including preparation for collective bargaining); provided, however, that the Association's representative shall provide as much advance notice as practical to the Chief Human Resources Officer (CHRO) or Chief Nursing Officer (CNO), or designees, of the intent to access the premises. The Association representative shall advise the CHRO or CNO or designees as to which department or areas he or she wishes to visit, and confine his or her visits to such department or areas as agreed upon. Transaction of any business shall be conducted in non-patient care areas subject to general rules applicable to nonemployees, and shall be conducted on the nurse's non-working time such as during breaks or meal periods.

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 elected local unit officer may investigate circumstances of grievances under this Agreement within the Hospital during released time without pay and may contact other nurses during such nurses' non-working time and in non-patient care areas pursuant to the investigation. Should the employee request the attendance of the Local Unit Chairperson or an officer at a Weingarten meeting, the officer or Local Unit Chairperson is able to attend, such time of the Local Unit Chairperson or officer, as well as that of the employee, shall be on paid time.

4.3 Rosters. Twice annually, in the months of January and July, the Employer shall supply the Association with a roster (via email with spreadsheet attachment) containing the names, addresses, phone numbers, unit, shift, classification, full time equivalent (FTE) status, rate of pay, date of hire and employee identification number of all nurses employed at the Hospital and covered by this Agreement. Additionally, each month the Employer shall provide such

information, transmitted by separate lists, for newly hired nurses, terminated nurses (including transfers or promotions in or out of the bargaining unit), and a full roster.

4.3.1 Orientation. Prior to a new employee's orientation, the Employer will use best efforts to transmit to the Union the nurse's name, phone numbers, as well as the nurse's unit, shift, and full time and equivalent (FTE) status.

The Employer will allow the Union to arrange a thirty (30) minute meeting with the new employee at the start of the Hospital's clinical orientation (typically at 7:30am every other Monday). At the union's election, the orientation may be scheduled at the end of the new employee orientation (typically at 3:30pm every other Friday). The meeting will be non-mandatory and on the new employee's paid time. Hospital employees serving as an Association representative during this meeting will be on unpaid time.

4.4 Bulletin Board. A bulletin board in a prominent location shall be designated by the Conference Committee for the use of the local unit in the Hospital.

4.5 Distribution and Introduction of Agreement. The Employer shall provide the Local Unit Chairperson or designee with the name, unit, shift and status of each newly hired nurse within seven (7) days of the nurse's first day of work.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit for professional/educational purposes consistent with hospital policy regarding meeting rooms, and on matters involving bargaining unit employees' wages, benefits and working conditions, as well as issues specific to the collective bargaining agreement, providing meeting room space is available and has been requested through the Executive Assistant to the CEO.

4.7 Public Information Requests. The Employer will notify the Association of public records requests for bargaining unit employee contact information (home addresses, phone numbers, e-mail addresses) and social security numbers within two business days (exclusive of weekends) of the Employer's receipt of such request.

ARTICLE 5 - DEFINITIONS

5.1 Resident Nurse. A Registered Nurse whose clinical experience after graduation is less than six (6) months [one thousand forty (1,040) paid hours]; or a Registered Nurse who is returning to practice with no current clinical training or experience. Such a nurse shall be assigned as a team member under continuous close personal supervision of more experienced nurses and shall be responsible for the direct care of limited numbers of patients. Residency shall not exceed six (6) continuous months, unless extended for an additional three (3) months when mutually agreed to by the Employer and the individual nurse involved. A Resident Nurse who is expected to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a Staff Nurse shall be promoted to the position of

Staff Nurse. Close and direct supervision shall be defined as working under the direction of a Registered Nurse designated by the Employer.

5.2 Staff Nurse. A Registered Nurse who is responsible for the direct and indirect nursing care of Hospital patients. An experienced Registered Nurse returning to practice who has recently, satisfactorily completed a nursing refresher course approved by the Employer shall be classified as a Staff Nurse.

5.3 Charge Nurse. A lead staff nurse assigned by the Hospital who has leadership responsibilities as to other staff nurses and personnel, in addition to providing nursing care services. The Charge Nurse job description does not confer supervisory status.

5.4 Full-Time Nurses. Nurses who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

5.5 Part-Time Nurses. Nurses who are regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eighty (80) 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 require a review of their status and, if not satisfied, may submit the dispute to the grievance procedure.

5.6 Per diem Nurses. Nurses who are not regularly scheduled or who are called to work when needed. Per diem nurses shall include nurses scheduled on a “call in” basis. Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix A of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay and certification premium. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A full-time or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and fringe benefit accruals shall be reinstated for wage and benefit eligibility purposes. If a per diem nurse or a group of per diem nurses regularly work sufficient shifts over a period of greater than three (3) consecutive months that could reasonably constitute a 0.3 FTE or greater position, upon the request of any bargaining unit nurse, the Employer shall post the hours of the identified per diem nurses as an FTE’d position. When reviewing whether an FTE’d position will be posted based upon shifts regularly worked by per diem nurses, shifts worked by per diem nurses to cover for a nurse during an absence (*e.g.*, PTO, EIB, Leave) shall be excluded.

5.6.1 However, under this Agreement a per diem nurse working:

A. in a Department that operates “24/7” [seven (7) days per week, twenty four (24) hours per day] shall be available for scheduling one (1) full weekend per month (as defined in Section 7.9), as well as one (1) of the following winter holidays, either Thanksgiving Day or Christmas Day, and one (1) summer holiday (Memorial Day, Independence Day, or Labor Day) per calendar year, or

B. in another Departments shall be available for scheduling one (1) of the following days, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, or New Years Day.

Pursuant to Hospital staffing policies, a per diem nurse is responsible to identify which weekend each month and which holidays the nurse shall be available for possible scheduling.

5.7 Wage Premiums in Lieu of Benefits. In lieu of all fringe benefits provided for in this Agreement, except for shift differential, callback pay, standby pay, certification premium pay, weekend premium pay and longevity increments, full-time and part-time nurses may elect a fifteen percent (15%) wage premium or a eight and one-half percent (8.5%) wage premium [with additional benefit participation only in the Employer's retirement program (*i.e.*, 401(A) pension program)]. Premium paid nurses shall accrue seniority but shall not be eligible for any other benefits provided for in this Agreement (except for participation in the 457 Plan). This election must occur annually on dates designated in advance by the Hospital, providing the nurse presents the Hospital with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of the enrollment dates. After the wage premium in lieu of benefits decision (compensation plus benefits, compensation plus premium pay in lieu of benefits, or compensation plus premium pay in lieu of benefits/except for retirement) has been made by the nurse, no change in that compensation status will be allowed except as provided herein.

5.8 Domestic Partner. A domestic partner (spousal equivalent) is defined as a person in a state-registered domestic partnership.

5.9 Regular Rate Of Pay. Under this Agreement, the "regular rate of pay" is equivalent to statutorily required overtime pay calculation during the appropriate work period, including for example, shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shifts as well as certification pay and BSN premium or MSN premium.

ARTICLE 6 - PROBATION AND TERMINATION

6.1 Introductory Period. The first five hundred twenty (520) paid hours of continuous employment shall be considered a introductory period. The introductory period may be extended up to an additional two hundred sixty (260) hours by the mutual written agreement of the Employer and the nurse involved.

6.2 Notice of Termination. A nurse shall attain regular nurse status upon successful completion of the introductory period. Regular nurses shall give not less than twenty-one (21) calendar days' prior written notice of intended resignation. Unless discharged for cause, regular nurses shall receive at least twenty-one (21) calendar days' prior written notice of termination or pay for the scheduled days within the twenty-one (21) day period in lieu thereof.

6.3 Discipline and Discharge. Nurses who have successfully completed their introductory period shall not be disciplined or discharged without just cause. Such nurses disciplined or

discharged for cause 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 will be given a copy of all written warnings. The nurse may request the attendance of the Local Unit Chairperson or designee at disciplinary meetings.

6.3.1 Pre-Determination Meeting. In the event that the Employer intends to suspend or discharge a nurse, a pre-determination meeting will be scheduled to give the nurse an opportunity to make his/her case before the final decision is made. The nurse has the right to be represented by the Association at the pre-determination meeting. Prior to such a meeting, the Employer shall provide the nurse written notice of the charges against the nurse and the Employer's reasons for those charges.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Week and Work Day. The normal work week shall consist of forty (40) hours within a seven (7) day period or eighty (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 Innovative Work Schedule. Where mutually agreeable to the Employer and the nurse concerned, a normal work day may consist of ten (10) hours when the work week schedule is based on four (4) ten (10) hour days. Where mutually agreeable to the Employer and the nurse concerned, a normal work day may consist of twelve (12) hours. 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. Innovative work schedules that deviate from the normal work week or normal work day that are implemented for a nursing unit or on a Hospital-wide basis shall be mutually agreeable to the Employer and the nurse involved, and the Association shall be given notice and an opportunity to bargain about the work schedule. Copies of all innovative schedules shall be attached to this Agreement. Education days, EIB days and PTO days will be paid (not earned or accrued) in either eight (8) hour increments or in increments equal to the nurse's innovative work shift at the nurse's option to be exercised by the nurse no more frequently than once per calendar year. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.

7.3 Definition of Overtime. For nurses who are assigned eight (8) hour shifts, all time worked in excess of eight (8) hours during any one (1) day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime unless otherwise specified by an innovative agreement. For nurses who work twelve (12) hour shifts, all time worked in excess of thirty-six (36) hours during any one (1) week shall be considered overtime. All overtime must be properly authorized by the Employer.

7.4 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay. For purposes of computing overtime, the nurse's regular rate of pay shall include shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shifts as well as certification pay and BSN premium or MSN premium. All time worked in excess of twelve (12) consecutive hours or twelve (12) hours in a twenty-four (24) hour period beginning with the nurse's normal shift starting time shall be paid for at double the employee's regular rate of pay unless otherwise agreed pursuant to an innovative work schedule arrangement. Overtime shall be computed to the nearest one-quarter (1/4) hour.

7.5 Mandatory Overtime. Any mandatory overtime requirements shall be in compliance with RCW 49.28.130-150. In cases of assignment of overtime, qualified volunteers will be sought first.

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.

7.7 Callback. A nurse called to work from regularly scheduled standby status shall be paid at one and one-half (1-1/2) times the nurse's regular rate of pay for all hours worked with a minimum of three (3) hours.

7.8 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (1/2) hour and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during this meal period shall be compensated for such work at the appropriate rate.

7.9 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. Any nurse who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive Four Dollars (\$4.00) per hour as a weekend premium added to the nurse's regular rate of pay for each hour worked on the weekend. 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 (1-1/2) times the nurse's regular rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter, and in addition shall receive the weekend premium of Four Dollars (\$4.00) for each weekend hour worked as defined above. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

7.10 Work on Day Off. All nurses who hold an FTE and are called in on their scheduled day off shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for the hours worked. Except in cases of emergency, part-time nurses will not be required to work on a nonscheduled day.

7.11 Rest Between Shifts. Each nurse shall have an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreeable to the Employer and the nurse. In such situations when in the opinion of the Employer the nurse is not fit for duty the

Employer may, or upon a nurse's request the Employer shall use reasonable efforts to, excuse the nurse from the next scheduled shift contiguous with this rest period. Any time worked without ten (10) hours' rest shall be paid for at one and one-half (1-1/2) times the regular rate of pay, unless double time is required by Section 7.4, Overtime Computation. This Section shall not apply to continuing education, committee meetings, staff meetings, or time spent on standby duty under Article 7, HOURS OF WORK AND OVERTIME; unless a nurse's personal attendance at a specific time and date is required by the Employer at a certain continuing education program or meeting.

7.12 Work Schedules. Work schedules and days off shall be posted on or before the 20th of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time.

7.13 Shift Rotation. Shift rotation shall be used only when mutually agreeable by the Employer, the Association and the nurse involved.

7.14 Consecutive Work Days. The Employer shall make all reasonable efforts to avoid scheduling the nurse for work weeks consisting of more than five (5) consecutive work days.

7.15 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.

7.16 Open Shifts. Additional shifts will first be offered to regular full-time and part-time nurses assigned in that Department who can work the shift on a straight-time basis, and then to per diem nurses. Prior to offering additional shifts to regular FTE nurses, the Employer may preschedule each per diem nurse for up to two (2) shifts per schedule.

7.17 Float Premium. Nurses who perform work away from their home unit shall receive a premium of three dollars (\$3.00) per hour for all time worked outside of their home unit. This section shall only apply to nurses who take a full patient load and shall not apply to nurses in training.

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 A attached hereto and made a part of this Agreement. Effective July 1, 2022, a 2.5% across-the-board wage increase will be implemented. Effective April 1, 2023, a 4% across-the-board wage increase will be implemented. By March 1, 2023, the Association may request a wage reopener. The Employer and the Association will then bargain over what, if any, wage increase will be implemented above the 4% agreed-upon minimum. Effective April 1, 2024, a 6% across-the-board wage increase will be implemented. By March 1, 2024, the Association may request a wage reopener. The Employer and the Association will then bargain over what, if any, wage increase will be implemented above the 6% agreed-upon minimum.

8.2 Benefit and Wage Step Computation.

8.2.1 Benefit Computation. For purposes of this Agreement and the method of computing EIB, PTO, seniority, and other benefit conditions of employment, except as otherwise provided for herein, a “month” shall be defined as one hundred seventy-three and thirty-three one hundredths (173.33) hours of work, and a “year” shall be defined as two thousand eighty (2,080) hours of work. Time worked, which is paid on an overtime basis, shall count as time worked for purposes of computing benefits not to exceed two thousand eighty (2,080) hours within any twelve (12) month period. Regular full-time and part-time nurses who are asked not to report for work as scheduled or are sent home because of low census shall also have their low census day hours count for purposes of computing service increments and accrual of fringe benefits. Nurses shall be eligible to receive accrued benefits on a calendar year basis, but their benefits shall be computed on the basis of two thousand eighty (2,080) paid hours and low census hours per year as defined above. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.2.2 Wage Step Computation. For purposes of computing longevity (wage) increments progression steps, a “year” shall be defined as a calendar year of employment to be counted from the nurse’s wage step “anniversary date” [*i.e.*, the date one (1) calendar year from the date the employee last received a wage step increase adjustment (or annually thereafter)]. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.3 Recognition of Previous Experience.

8.3.1 Newly Hired Nurses. A nurse hired during the term of this Agreement shall be compensated at a wage level in accordance with the nurse’s continuous recent experience in nursing on a year-for-year basis and placed at the appropriate step of the wage scale in Appendix A.

8.3.1.1 For purposes of this Agreement continuous recent experience shall be defined as relevant clinical nursing experience without a break of more than two (2) years in nursing experience which would reduce the level of nursing skills as determined by the Employer.

8.3.1.2 After March 4, 2016, when a current Licensed Practical Nurse (LPN) at the Hospital is hired as a Registered Nurse (RN), such nurse shall be placed on the RN wage scale in effect at the time at the wage step rate that is closest to, but not less than, the LPN wage step rate the nurse was previously receiving as an LPN at the Hospital.

8.4 Charge Nurse Assignment. All hours worked in the Charge Nurse position shall be compensated at the Charge Nurse rate of pay.

8.5 Standby Pay. Nurses placed on standby status off Hospital premises shall be compensated at the rate of Four Dollars (\$4.00) per hour of standby duty. Standby duty shall not

be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. Standby pay shall be paid in addition to callback pay. The Employer shall continue its past practices with respect to the availability of paging devices.

8.6 Shift Differential. Second (evening) shift differential shall be paid for all hours worked if fifty percent (50%) or more of the time worked falls between 1500 and 2300. Third (night) shift differential shall be paid for all hours worked if fifty percent (50%) or more of the time worked falls between 2300 and 0700. The second (evening) shift differential shall be Three Dollars and Twenty-Five Cents (\$3.25) per hour over the hourly rate. The third (night) shift differential shall be Four Dollars and Seventy-Five Cents (\$4.75) per hour over the regular hourly rate. In addition, any hours worked within the periods defined as night shift or evening shift will receive the applicable shift differential for those hours worked unless specified by an innovative agreement. Low census shall not result in the loss of a shift differential the nurse would have otherwise received.

8.7 Certification and BSN or MSN Premium. Nurses certified by ANA or a specialty nurse organization who are regularly scheduled to work in the area of their certification shall receive a premium of One Dollar (\$1.00) per hour. A nurse with a Bachelors of Science (BSN) or a Masters of Nursing (MSN) degree in nursing shall receive a premium of One Dollar (\$1.00) per hour. A nurse shall be eligible to receive only one (1) certification premium at any given time. However, if a nurse has both an applicable certification and a BSN, the nurse shall receive a total premium of Two Dollars (\$2.00) for all hours worked. If a nurse has an applicable certification and an MSN, the nurse shall receive a total premium of Three Dollars (\$3.00).

8.8 Preceptor. The Hospital shall maintain a Preceptor Program. In this program, a preceptor is an experienced nurse designated by the Hospital who, in addition to performing a patient care role, is proficient in clinical teaching, and who is specifically responsible for planning, organizing, implementing, and evaluating the new skill development of a nurse or a senior student nurse who does not have a clinical instructor on-site and immediately available, the parameters of which are to be set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. All nurses hired or transferred to a unit which is not comparable to a unit in which they have worked within the past two years will be precepted. The Hospital will take preceptor duties into consideration when making patient care assignments. A preceptor shall be paid a premium of One Dollar and Fifty Cents (\$1.50) per hour over the nurse's normal hourly rate for all time spent working as a preceptor. It is understood that staff nurses in the ordinary course of their responsibilities (without preceptor designation) will be expected to participate in the orientation process of new nurses, as determined by the manager. Such participation typically will be limited to a summary of documentation and charting expectations, layout of the unit, location of resources, summary of shift responsibilities, location of equipment, an explanation of the nurse-patient call system, but the parties recognize orientations may vary by department and unit based on the needs of the hospital.

ARTICLE 9 - PAID TIME OFF

9.0 Paid Time Off Program. The purpose of the Paid Time Off (PTO) program is to allow each eligible nurse to utilize PTO as the nurse determines best fits the nurse's personal needs or desires, including holidays, vacation time, and periods of treatment or illness of the nurse or family member, etc., pursuant to the requirements of this Article and related Employer policies. PTO will not apply to per diem nurses or a nurse who selects a wage premium in lieu of benefits as defined in Section 5.7, however, these nurses shall be paid time and one half (1-1/2) when a recognized holiday, defined herein by Section 9.6, is worked.

9.0.1 Use of PTO. In addition to the uses listed in Section 9.0, PTO may be taken for the following purposes and for any purpose required under law, including:

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

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

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

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

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

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

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

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

9.1 Amount of PTO. After completing ninety (90) calendar days of employment, nurses shall be eligible to receive PTO benefits accrued from date of hire according to the following schedule:

<u>Years of Service</u>	<u>PTO Accrual Levels</u>
	<u>Maximum Hours [hourly rate]</u>
1-3	200 .0963
4-5	240 .1155
6-7	248 .1193
8-9	256 .1232
10-14	280 .1347
15-19	304 .1462
20-24	320 .1538
25-26	328 .1577
27 +	336 .1615

Part-time nurses accrue according to the above schedule based on hours worked paid up to full-time status per pay period. Nurses may use PTO benefits to the extent accrued in increments of not less than one (1) normally scheduled work hour. In all cases, PTO shall only be payable for regularly scheduled days of work. For purposes of determining a nurse's "regularly scheduled days of work" under this Section 9.1, FTE shall not be controlling. Rather, the nurse shall be entitled to take PTO up to the average number of hours worked over the preceding ninety (90) day period.

9.2 PTO Scheduling. The Employer shall retain the right to determine policies of scheduling PTO. Nurses shall present written requests for PTO as far in advance as is possible [up to twelve (12) months] but not less than two (2) weeks before the work schedule is posted. (See, Section 9.2.1 for PTO use due to unanticipated medical reasons.) Nurses will be notified in writing within one (1) week after the request is submitted whether the PTO is approved. In the case of conflicting requests by nurses for PTO or limitations imposed by the Employer on PTO requests, length of service shall prevail in assigning PTO provided the skills, abilities, experience, competence or qualifications of the nurses affected are not significant factors as determined by the Employer. PTO requested during the Christmas or New Year's holiday periods shall be assigned on a rotational basis. Approved PTO shall not be affected by later requests unless mutually agreeable. The Employer will make a good faith effort to schedule weekends off before and after PTO. Nurses shall not be required to find their own replacements for any PTO requests.

9.2.1 PTO Use for Unanticipated Medical Reasons. Any payment of PTO due to unanticipated medical reasons (*i.e.*, sickness, injury or emergency medical treatments) shall be subject to two hours notification of absence. Where it is not practicable for the nurse to provide two hours notification of absent, notice shall be given as soon as possible. For absences

exceeding three days, the Employer reserves the right to require reasonable written proof of illness.

9.3 PTO Pay. PTO pay shall be the amount which the nurse would have earned had the nurse worked during that period at the nurse's regular rate of pay.

9.3.1 Except for scheduled and approved leave pursuant to Section 12.9, Personal Leave, before a nurse can be granted unpaid time off (UTO), a nurse must have used the balance of the nurse's accrued paid time off (PTO). Nurses not scheduled to work on a holiday are not required to use PTO.

9.3.2 Nurses who attend collective bargaining sessions with the Employer on behalf of the Association may have such time charged as unpaid time off (UTO), but shall not have bargaining session days count as personal leave days under Section 12.9, Personal Leave.

9.3.3 If the Employer approves a nurse's written request for absence from work for thirty (30) days or less to perform volunteer disaster relief service, the nurse may use unpaid time off (UTO) rather than PTO.

9.4 Payment Upon Termination. Nurses shall be paid upon termination of employment for any PTO credits earned but not used unless the nurse fails to provide the Employer with the required fourteen (14) days' prior written notice of intended resignation.

9.5 PTO Accumulation. PTO credits may be accumulated and carried over from one (1) year of employment to another up to a maximum of five hundred (500) hours. Hours over five hundred (500) shall be forfeited, except under unusual circumstances and when approved by the Employer in writing. PTO denied by the Employer due to inadequate staffing coverage will be deemed as one such type of unusual circumstance. A nurse shall not lose accrued PTO without receiving prior written notification from the Employer and a reasonable opportunity to take the PTO.

9.6 Work on Holiday. Full-time and part-time nurses required to work on the following holidays shall be paid at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All holidays, except Christmas Eve, shall be defined as all hours between 2300 the day before the holiday and 2300 the day of the holiday. Christmas Eve shall be defined as all hours between 1500 and 2300.

9.7 Rotation of Holidays. The Employer shall use its best efforts to rotate holiday work among both full-time and part-time nurses.

9.8 Designation of Holidays. The Hospital shall determine when the recognized holidays, as defined in Section 9.6, shall be observed and premium pay paid.

9.9 PTO Cashout. Upon a nurse's written request to the Employer's Payroll Department, a nurse may elect to cash out up to eighty (80) hours of the nurse's accrued but unused bank of

PTO hours. This amount of cashout must be pre-determined by the nurse at the time of election, the specific pay period when cashout payment is requested must be identified, and at both the time of cashout notice and cashout payment the nurse must have at least one hundred sixty (160) hours of accrued and unused PTO in the nurse's bank of PTO hours, or PTO cashout will not be permitted. Employees who have four hundred (400) or more accrued and unused PTO hours will be allowed to cash out up to two hundred forty (240) hours of accrued, but unused, PTO hours; provided that one (1) consecutive week of vacation has been taken in the last twelve (12) months.

9.10 PTO Donations. A nurse otherwise eligible to donate paid time off (PTO) under the Hospital's PTO donation policy shall be allowed to donate in four (4) hour increments, and not be limited to eight (8) hour increments.

ARTICLE 10 - EXTENDED ILLNESS BANK

10. General. The Extended Illness Bank (EIB) Program provides all eligible nurses with compensation for illness and/or injury, as required by this Agreement and subject to related Employer policies. Article 10, EXTENDED ILLNESS BANK, shall not apply to per diem nurses or a nurse who selects a wage premium in lieu of benefits as defined in Section 5.7. In all cases, EIB shall only be payable for regularly scheduled days of work. For purposes of determining a nurse's "regularly scheduled days of work" under this Section 10, FTE shall not be controlling. Rather, the nurse shall be entitled to take EIB up to the average number of hours worked over the preceding ninety (90) day period.

10.1 EIB Accumulation. Full-time and part-time nurses earn EIB from their date of hire, however, a nurse is not eligible to use EIB until the end of his/her introductory period. Full-time nurses shall accumulate paid EIB benefits at the rate of one-half (1/2) day [four (4) hours] for each month of continuous employment. (This rate of accrual shall be prorated for part-time nurses.) There shall be no maximum accumulation cap or related cap payout.

10.2 Notification. Any payment for time off due to unanticipated medical reasons (*i.e.*, sudden sickness, injury or emergency medical treatments) shall be subject to immediate notification of absence and expected duration which shall be given to the Employer as soon as possible on the first day of absence, and shall be updated by the nurse as the nurse's condition changes. This notice shall include the reason for the absence, as well as the expected length of the absence. Personnel Action Request (PAR) forms will be utilized. In addition, where use of EIB can be planned and scheduled in advance, the nurse shall notify the Employer as soon as possible.

10.3 EIB Proof of Medical Condition. The Employer reserves the right to require reasonable written proof of illness for absences of more than three (3) days.

10.4 Use of EIB. EIB benefits shall be paid at the nurse's regular rate of pay for regularly scheduled work hours lost due to an illness or injury which has actually incapacitated the nurse from work and prevented the nurse from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion, childbirth (but excluding nonmedical child care

and breast feeding) and leave necessary for the care of a child with a health condition requiring treatment or supervision or for the care of a spouse, domestic partner (per Section 5.9, Domestic Partner), parent, parent-in-law, grandchild (for whom the nurse has established to the Hospital's satisfaction that the nurse is the primary caregiver), or grandparent of the employee who has a serious health condition or an emergency condition. In all cases, EIB benefits shall only be paid after twenty-four (24) consecutive scheduled hours are lost from the nurse's regular work schedule. [The Employer may require reasonable written proof, including a health care provider's (as defined in the FMLA) for absences of more than three (3) days.] EIB shall be accessed immediately when the nurse's absence is required for hospitalization or surgery. In all cases, EIB shall only be payable for regularly scheduled days of work. Consecutive scheduled hours will be those hours regularly scheduled for a nurse, not to be mistaken for a normal five (5) day work week schedule. For example, if an eight (8) hour nurse is scheduled to work Sunday, Monday, Tuesday, Thursday, and Friday in a given week, and the nurse reports sick for Monday, Tuesday and Thursday, EIB will be accessed on the twenty-fifth (25th) hour of illness on the regularly scheduled Friday.

10.5 Worker's Compensation. In any case in which a nurse shall be entitled to benefits under the Industrial Insurance Act or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such Act by such nurse and the nurse's regular EIB/PTO pay benefits otherwise payable.

10.6 PTO/EIB Conversion. In the event of serious illness or injury while an employee is on a regularly scheduled vacation under PTO, the employee may request conversion of PTO actually used to the employee's EIB. To be eligible for this status, the illness or injury must have lasted over seventy-two (72) hours, and must have been debilitating in nature. An employee requesting such a leave exchange must submit a Personnel Action Request (PAR) form within five (5) calendar days of returning to work from vacation to the Department Head that explains the circumstances. (The Employer may require reasonable written proof, including a physician's statement at the Employer's discretion.) If recommended by the Department Head, the Administrator shall consider the leave conversion request.

ARTICLE 11 - SENIORITY, LOW CENSUS, LAYOFF AND RECALL

11.1 Seniority. Seniority shall be determined by the following understanding between the parties and shall be administered on the basis of Hospital-wide seniority for full-time and/or part-time employees.

11.1.1 A Seniority Roster for individuals employed in registered nurse or nursing management positions was established effective June 22, 1997, by calculating seniority based on most recent date of employment in the following manner:

11.1.1.1 For WSNA bargaining unit nurses employed on June 22, 1997, seniority was credited at one hundred percent (100%) of the service from the most recent date of employment; and

11.1.1.2 For non-WSNA bargaining unit personnel employed on June 22, 1997, previous WSNA bargaining unit employment [as well as Licensed Practical Nurse (LPN) employment] was credited at one hundred percent (100%) of service from the most recent date of employment and fifty percent (50%) of service from the most recent date of employment in other positions.

Once the Seniority Roster and its seniority levels were set effective June 22, 1997, service for seniority purposes was, and will be, added only by employment in the WSNA bargaining unit.

11.1.2 For anyone else hired or transferred into the WSNA bargaining unit after June 22, 1997, seniority accrues only by service based on most recent date of employment in the WSNA bargaining unit.

{Note: Per diem Nurses do not accrue seniority.}

11.2 Low Census.

11.2.1 Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours' report pay at the regular rate of pay. The Employer shall continue its efforts to provide at least two (2) hours' prior notice of low census day off. If prior to the start of a nurse's scheduled shift a nurse is notified of a mandatory low census day off less than two (2) hours prior to the start of that shift, the nurse shall receive four (4) hours of pay at the regular rate. Procedures for insuring effective contact and communication between nurses and the Hospital shall be referred to the Conference Committee.

11.2.2 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, volunteers being sought and considered first. The order will be volunteers, agency, per diem, and when possible, those working above their assigned FTE levels (per pay period). Nurses who volunteer for a low census day will be rotated to the bottom of the list.

11.2.3 Mandatory low census days will be given only after it is determined that there is not work for the nurse to perform elsewhere in the building. Nurses will be offered the option to float or orient to other units but will not be expected to take a full assignment where they have not the ability and/or orientation to the procedures and requirements.

11.2.4 When a nurse is placed by the Hospital on low census, the Hospital will not assign mandatory standby duty to the nurse. However, on a case-by-case basis, the nurse and supervisor may voluntarily agree on a variable amount of standby duty hours. In all such cases, one and one-half (1-1/2) times the regular rate of pay shall apply to actual work hours when called in from such standby duty. Standby pay shall be paid in addition to callback pay.

11.2.5 Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period. The purpose of establishing a “48 hour low census cap” is to protect nursing staff against excessive loss of income and to provide the Nursing Department with a means to modify staffing levels to ensure that nurse resources are present to meet patient care requirements.

11.2.6 Guidelines For Administering Low Census Hours 48 Hour Cap: The following guidelines define how low census hours are to be treated regarding the cap for mandatory low census hours. The Hospital’s management and nurses shall be educated on following these guidelines.

1. Mandatory low census hours counting towards the 48 hour cap are those hours where management has mandated previously scheduled work time be taken off, including those hours where the nurse has volunteered for the mandatory low census. Nurses who request paid PTO for mandatory low census hours will have those hours count towards the 48-hour cap.

2. If a nurse requests low census time in advance (prior to the shift) this is not mandatory low census, and it will not count towards the mandatory cap. A request is when a nurse offers to take low census (the offer is always initiated by the nurse and the requesting nurse is not considered a volunteer). Mandatory low census is when the Hospital assigns low census time to the nurse or when a nurse volunteers for low census after the Hospital asks a nurse. A volunteer is when a nurse accepts the Hospital’s offer to take low census.

3. All low census hours will be noted by the employee on the payroll time sheet as Hospital convenience hours.

11.2.7 Record Keeping: The nursing manager for each unit will put in place a system for keeping record of mandatory low census and noting hours, which count towards the 48 hour cap. The nurse will have a responsibility to monitor her own hours and bring concerns in a timely manner to the attention of Nursing Administration

11.3 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 the requirements of Article 11.

11.4 Layoff Determinations. The parties recognize that, to the extent feasible, reductions in work force should be accomplished through attrition. If the Employer wishes to implement a layoff of Registered Nurses, the Employer shall first meet with the Association to explain the

rational for the proposed layoff as well as to collaboratively explore concerns which may be raised and possible solutions. This section shall not impose a time restriction on the Employer's ability to implement a layoff.

11.5 Layoff. Where skill, ability, experience, competence or qualifications are not overriding factors on the basis of relevant criteria, seniority shall be controlling in layoff and recall. In all instances of layoff and recall, the following procedures shall be followed.

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

“Layoff” shall mean any mandatory full or partial reduction in a nurse’s hours.

“Qualified” means the ability to independently provide, based on the job description and competencies pertinent to the applicable unit, safe, direct patient care on the unit with up to four (4) weeks of retraining.

“Displaced Nurse” is a nurse whose hours have been reduced or eliminated or whose shift or unit has been changed by the Employer during a layoff but the nurse’s seniority allows the nurse to avoid layoff by bumping into the position(s) of a least senior nurse(s).

“Comparable Position” is a position with the same FTE and shift as the nurse’s current position for which the nurse is qualified.

“Low Seniority Roster” is a listing of the positions of the least senior full time and part time employees in the bargaining unit. The Low Seniority Roster shall identify positions, including split positions, by unit, shift and FTE. The size of the Low Seniority Roster will be the eight (8) least senior positions in the bargaining unit (including any vacant positions that have not been filled in accordance with Section 11.5.2.1 of this Article), plus an additional number of positions (moving up the seniority roster) equal to the number of nurses subject to layoff on that particular occasion after intra unit bumps have been made (see, Section 11.5.2.5 (A) herein). (Example: If the positions of three RNs are identified for layoff, the Low Seniority Roster would consist of the eleven (11) least senior nurse positions in the bargaining unit.). The combined FTEs of the positions on the Low Seniority Roster must equal at least the combined FTEs of the positions identified for layoff.

11.5.2 Layoff Procedure. In the event of a layoff, the following procedures shall be followed:

11.5.2.1 Vacant Positions Posted. Prior to implementing a layoff, the Employer shall post any vacant positions to be filled according to the job posting provisions of this Agreement.

11.5.2.2 Notice/Meeting. The Employer will give at least thirty (30) calendar days’ advance written notice of a layoff to the Association, the Local Unit Chairperson

and any nurses who may be laid off. The Employer and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff as well as possible alternatives to layoff. The Association and the Employer shall continue to meet until the layoff procedures have been completed in order to address issues which may arise. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

11.5.2.3 Seniority Roster. Contemporaneous with providing the above Notice of Layoff, the Employer shall provide the Association with a current roster of each of the nurses in the bargaining unit listing each nurse's seniority, unit(s), shift(s) and FTE. The roster shall list nurses by inverse order of seniority so that the least senior positions are readily identifiable.

11.5.2.4 Identification of Affected Positions. Contemporaneous with providing the above Notice of Layoff, the Employer shall identify the unit(s), shift(s) and number of FTEs which will be subject to layoff. The position(s) of the least senior nurse(s) on a unit and shift identified for a reduction shall be eliminated until the requisite FTE reduction has been accomplished. Nurses holding the positions eliminated shall be considered "Displaced" and shall have the following bumping rights.

11.5.2.5 Bumping Rights. It is the intent of this process to allow Displaced Nurses, by seniority, to maintain, but not increase, their FTE, except as provided herein. Accordingly, Displaced Nurses shall have the following rights to bump into positions of less senior nurses in the bargaining unit:

A) Within a Unit. A Displaced Nurse, wishing to remain on his/her unit may look to the position(s) of the least senior nurse(s) on the Displaced Nurse's unit on either of the other shifts, as follows:

1) Same FTE. If the least senior nurse's position on either of the other shifts has an equal FTE to that of the Displaced Nurse, the Displaced Nurse may bump into that position; or

2) Lesser FTE. If the least senior nurse's position on either of the other shifts has a lesser FTE, the Displaced Nurse may also elect to bump into the position of the least senior nurse on another shift with a lesser FTE and either accept the remaining FTE reduction; or

3) Greater FTE. If the least senior nurse's position has more hours than the Displaced Nurse's position, the Displaced Nurse may elect to increase their FTE and bump into the least senior nurse's position; or the Displaced Nurse may elect to bump to a different unit within the bargaining unit as follows:

B) House wide. A Displaced Nurse may choose to bump outside his/her unit from the Low Seniority Roster. The most senior nurse subject to layoff shall be the first to select from the Low Seniority Roster. The nurse may select any less senior position or reasonable

combination of positions from the Low Seniority Roster for which the nurse is qualified in order to allow the nurse to retain up to the nurse's pre layoff FTE. Nurses bumped from the Low Seniority Roster shall be considered Displaced and shall be given the opportunity to select other less senior positions from the Low Seniority Roster, if any, according to their seniority. By seniority, nurses will be allowed to select positions or reasonable combinations of positions from the Low Seniority Roster until no less senior positions remain for which Displaced Nurses are qualified.

NOTE: if positions on the same unit and shift appear on the Low Seniority Roster, the least senior position shall be bumped prior to affecting the position of the more senior nurse.

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

11.5.4 Use of Laid Off Nurses. Nurses on layoff may transfer to per diem status while waiting to obtain a regular position where such per diem positions are available, without affecting the nurse's right to bid on a position under the Recall provisions herein. An offer to work additional shifts shall not be considered a recall.

11.5.5 Use of Paid Leave. Nurses shall receive payment for all accrued PTO 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 PTO 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.

11.5.6 No New Hires. As long as any nurse remains on layoff status, the Employer shall not newly employ nurses into the Bargaining Unit until all qualified nurses holding recall rights have been offered the position.

11.5.7 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 reserve position shall not affect a nurse's recall rights. If a nurse is unable to obtain a Comparable Position or refuses a Comparable Position within the twelve (12) month recall period, the nurse's seniority shall be lost.

11.5.8 Notice of Recall. When a vacant position occurs notice of recall shall be given in writing to qualified nurses on the recall list by seniority. Nurses will be contacted by telephone and/or email and by certified mail. The most senior nurse on the recall roster will be offered the position first. The nurse must accept or refuse recall within seven (7) days of receipt of the notice. It is the nurse's responsibility to keep the Employer informed as to his or her current mailing address and phone number.

11.5.9 Three Weeks' Report Time. A nurse accepting a position who has been on the recall roster will be allowed up to three (3) weeks to report to work.

11.5.10 Restoration of Seniority and Benefits. 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.

11.5.11 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 & Medical Leave. An eligible nurse shall be entitled to use unpaid leave under the procedures of this Section. An eligible nurse is one who has been employed by the Employer for at least twelve (12) months, which need not be continuous or consecutive, and during the previous twelve (12) month period worked at least one thousand two hundred fifty (1,250) hours for the Employer.

12.2.1 Leave may be taken for up to twelve (12) work weeks during a twelve (12) month period (measured forward from the date the nurse first takes family and medical leave under this Section) to care for (1) the nurse's newborn child, newly adopted child, or newly placed foster child; (2) the nurse's spouse, domestic partner (per Section 5.9, Domestic Partner), child or parent with a serious health condition; or (3) the nurse's own serious health condition that leaves the nurse unable to perform the essential functions of the job. (A serious health condition is one that requires inpatient care or continuing medical treatment.) Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy or childbirth.

12.2.2 A nurse must give thirty (30) days' advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as practicable. Prior to approving a request for a leave for a serious health condition, the Employer may require confirmation from a health care provider of the need for and probable duration of leave, with such confirmation provided to the Employer within fifteen (15) days of notice for such. Should it deem necessary, the Employer may (at its expense) obtain an opinion from a second health care provider of the Employer's choosing, or third health care provider chosen jointly by the nurse and the Employer should there be a continuing disagreement on the need for such leave.

12.2.3 If leave under this Section is required for planned medical treatment, the nurse must make a reasonable effort to schedule treatment so as not to unduly disrupt Employer operations. Approved leave may be granted for up to the twelve (12) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced work week schedule.

In such instances, however, and subject to Section 12.2.2, the nurse must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Employer may transfer the nurse temporarily to an available alternative position with equivalent pay and benefits.

12.2.4 If a nurse takes leave to care for the nurse's newborn or adopted child, the nurse may (or the Employer may require the nurse to) use available accrued paid time off (PTO) hours while on family and medical leave. If the nurse takes leave to care for him or herself or a sick child with a serious illness, the nurse may (or the Employer may require the nurse to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave.

12.2.5 For the duration of an approved leave under this Section, the Employer will continue the nurse's existing health insurance (medical and dental) under the same conditions as would have been provided to the nurse if the nurse were not on such leave. (If a nurse does not return to work from such leave, the nurse must reimburse the Employer for all premiums paid for the nurse during such leave.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (e.g., PTO/EIB) during such leave. While a nurse is on family and medical leave, the Employer may require the nurse to report to the nurse's Manager on a monthly basis, regarding the nurse's status and intention to return to work.

12.2.6 On completion of such leave, the nurse will be assigned to the same position, or a position with equivalent pay, FTE status, shift, and unit unless the Employer has other independent reasons that prevent such reassignment (e.g., reorganization, discharge for cause, or reduction in workforce, shifts or hours).

12.2.7 FMLA & the Military.

12.2.7.1 FMLA & Family Member Active Duty Exigency. An eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse or domestic partner (per Section 5.9, Domestic Partner), son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

12.2.7.2 FMLA Leave to Care for an Injured Service Member. An eligible nurse is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for a spouse or domestic partner (per Section 5.9, Domestic Partner), son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Per diems, 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 Active Duty/Active Training Duty Military Leave. A nurse shall be entitled to military leave with normal pay (regular pay on regular shifts missed) not to exceed twenty-one (21)

working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps per diem of the United States or of any organized per diem or armed forces of the United States.

12.4 Military Spouse/Domestic Partner Deployment Leave. Up to fifteen (15) business days of leave will be granted to a qualified nurse [nurse who averages twenty (20) or more hours of work per week] whose spouse or domestic partner (per Section 5.9, Domestic Partner) is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, PTO and/or EIB may be used, at the nurse's discretion. The nurse must provide the Hospital with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse or domestic partner will be on leave or of an impending call to active duty.

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 Hospital services.

12.6 Education and Professional Time. Regular full-time and part-time nurses shall be provided at least twenty-four (24) hours of paid education time per calendar year for purposes of attending educational meetings approved by the Employer, such as workshops, seminars, and educational programs, including online offerings and independent study coursework eligible for Continuing Education credits; provided the number of nurses wishing to attend does not jeopardize the Hospital service. The term "educational meetings" is defined as those conducted to develop the skills and qualifications of nurses 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. The twenty-four (24) hours of allowed paid education time shall not include time spent on education that is required for the nurse to work in his/her unit. 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. Additionally, regular full-time or part-time nurses shall be reimbursed for approved programs (with receipts), not to exceed Three Hundred and Fifty Dollars (\$350.00) per calendar year related to such educational meetings, including travel/hotel expenses, tuition, registration fees, *etc.* or for the purpose of purchasing educational materials for self-study or costs of certifications; provided, such reimbursement does not in the Employer's judgment jeopardize budgetary constraints. Notwithstanding the preceding sentence, the Employer shall reimburse the nurse for any above-listed expenses that have been pre-approved by the Employer. On a case-by-case basis, the Employer may in its discretion exceed this annual reimbursement level, when the Hospital determines there are sufficient special circumstances.

12.7 Health and Parenting Leave. Separate from Family & Medical Leave (FMLA Leave), as provided under Section 12.2 of this Agreement, upon completion of the introductory period, a leave without pay for up to six (6) months without loss of benefits accrued to the date such leave

commences shall be granted for health or disability reasons or parenting reasons (*i.e.*, maternity, paternity or legal adoption) pursuant to this Section. During such leave, a nurse may (or the Hospital may require the nurse to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours, as appropriate.

12.7.1 Pregnancy Disability. When a nurse is disabled due to pregnancy, she shall be granted such leave for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse will be returned to the first available position for which the nurse is qualified.

12.7.2 Other Health, Disability or Parenting Leave. After one (1) year of continuous employment, a nurse not eligible for FMLA leave shall be granted health, disability or parenting leave and returned to work on the same unit, shift and former full-time or part-time status if the nurse's absence from work does not exceed twelve (12) weeks. For any nurse who has completed the introductory period (FMLA eligible or not) and whose leave exceeds twelve (12) weeks but is less than six (6) months, the nurse shall be offered the first available opening for which the nurse is qualified.

12.8 Jury Duty. Regular full-time and part-time nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their regular rate of pay.

12.9 Personal Leave. All nurses covered by this Agreement shall be granted three (3) days off per year without pay upon request, provided the nurse makes such request fourteen (14) days in advance of the personal leave day, and provided further such leave does not jeopardize Hospital service.

12.10 Bereavement Leave. Up to three (3) days of paid leave in lieu of regularly scheduled work days shall be allowed for death in the immediate family. An additional two (2) days may be granted for a maximum of five (5) days when extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, spouse or domestic partner (per Section 5.9, Domestic Partner), brother, sister, child, grandchild, or the in-law equivalent of parent, brother or sister.

12.11 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.

12.12 Unpaid Leave. A leave of absence without pay guarantees the nurse first choice on the first available similar opening for which the nurse is qualified except as otherwise provided herein.

12.13 Worker's Compensation. Nurses receiving industrial insurance benefits for less than twelve (12) weeks shall be guaranteed reinstatement to their former positions, shift and status.

Nurses receiving industrial insurance benefits for more than twelve (12) weeks shall have 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. A nurse shall have access to the nurse's own personnel file. After the completion of the introductory period, the Employer shall at the written request of a nurse 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 formerly employed 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, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

13.2 Job Posting. Notices of nurse positions to be filled shall be posted on a previously designated bulletin board and on the Hospital website at least seven (7) days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of length of service; providing the skill, ability, experience, competence or qualifications of applicants and replacements are not overriding factors. The Employer shall make every effort to facilitate the movement of night shift nurses to the day or evening shifts if desired by the nurse.

13.3 Meetings and Inservices. Nurses shall be compensated at the appropriate rate for all time spent at meetings or inservices required by the Employer and at Practice Council of Nursing meetings.

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.

13.5 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 Personnel Action Forms. Written personnel action forms shall be used to specify conditions of hiring, termination, pay, shift, or leave of absence. Reasons for the termination, change in status, pay, shift and leave of absence shall be noted in the forms by both the nurse and Employer whenever possible, and upon request, the nurse shall be given one (1) copy of the form.

13.7 Orientation and Training. Nurses will not be required to take a patient assignment in those areas within the Hospital where they have not received orientation and training. Nurses

shall not be required to perform tasks or procedures for which they have not been trained so that they may be able to perform the duties associated with the assignment safely and independently for both the patients and the nurses involved.

13.7.1 Nurses are encouraged to notify the Nurse Manager/Supervisor if they desire or believe they require additional training or experience to maintain competency in a unit other than their primary assignment. The nurse and Nurse Manager/Supervisor will assess and develop an action plan that is mutually agreeable to meet the ongoing competency requirements.

13.7.2 The parties agree that orientation and/or training questions related to nurses are important subjects to nurses and the Hospital, and therefore, recognize that either topic is an appropriate agenda item at WHMC-WSNA Conference Committee and/or Practice Council of Nursing meetings.

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, EIB accrued and PTO accrued, and payroll statements shall clearly indicate the rate of pay for all hours worked.

13.9 Performance Evaluations. A written performance evaluation shall be conducted at the end of the introductory 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. Nurses will be given a preliminary evaluation halfway through their introductory period. (However, it is understood that inadvertent failure to provide such evaluation shall not affect a nurse's introductory status.)

13.10 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 Hospital 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.

13.11 Safety Committee.

The Employer shall provide a safe and healthy work place in compliance with federal, state and local laws applicable to the safety and health of its employees. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols, shall be furnished. The Employer will provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Employer shall continue its Safety Committee in accordance with existing regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer of education and preventive health measures for the workplace and its employees including issues of workplace violence prevention and response. Nurses are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee by utilizing the Safety Intelligence Network ("SI") along with a Violent Act Report. Upon request,

redacted copies of the reports (with patient-identifying information redacted) will be made available to the Committee. Committee membership shall include at least two and up to three (3) registered nurses appointed by the Association. The Hospital will provide nurses who are unable to work because of an incident of workplace violence with paid medical leave as may be required under federal and state law, and necessary counseling through the Employee Assistance Program. Time spent on the Safety Committee shall be paid at the regular rate of pay.

13.11.1 The Hospital is committed to providing its employees with a nonviolent workplace and will not tolerate workplace violence. To support this commitment, the Hospital will maintain a plan to prevent and protect employees from violence at the Hospital. The plan will include the elements of Risk Assessment and Analysis, Risk Reduction Strategies, Incident Response Procedures and Periodic Review of the plan. This plan will include posted signs in prominent areas regarding the Medical Center's stance on aggressive behavior. The Safety Committee may provide input to management regarding the implementation and impact of the plan. The Hospital will provide nurses who are unable to work because of an incident of workplace violence with paid medical leave as may be required under federal and state law.

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 covered under the Employer's group medical and dental insurance program. The Employer shall pay one hundred percent (100%) of the premium cost of coverage for eligible nurses regularly scheduled to work twenty-four (24) hours per week or more (.6 FTE status or more) for the least costly health insurance plan offered by the Employer, which is not a consumer-driven health plan. As for other eligible part-time nurses, the Employer shall pay one-half (1/2) the full-time employee rate and the nurse shall pay the other one-half (1/2) through payroll deduction. The Employer's obligation and liability shall be limited to paying the premium costs for a nurse's self-coverage under the least costly health insurance plan offered by Employer. The Employer shall not contribute to the payment of nurses' premiums on a less favorable basis than it does for other bargaining unit employees. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements. Eligible nurses must pay for any desired dependent coverage, which shall also include "qualified domestic partners", subject to plan eligibility rules. [Eligible nurses desiring "qualified domestic partner" coverage may be required to submit documents.] The Association may appoint a nurse to the Employer's Employee Benefits Committee. 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.

14.2 TB Health Tests. At the time of employment and upon request by a bargaining unit member (but no more frequently than once per year) thereafter, the Employer shall arrange for nurses to take a TB skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will arrange for a chest X-ray, and annually thereafter as is required, at no cost to the nurse. Said tests and X-rays shall be performed at the Employer's Hospital unless they can be performed elsewhere at no cost to the Employer.

14.3 Other Health Tests. Nurses shall be entitled to routine blood examinations and urinalysis performed annually at the Employer's Hospital without cost.

14.4 Life Insurance. Subject to plan eligibility requirements, the Employer shall provide all eligible nurses with life and accidental death and dismemberment insurance. In the event the Employer modifies its current life and accidental death and dismemberment insurance plan(s) 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.

14.5 Disability Insurance. Subject to plan eligibility requirements, the Employer shall provide all eligible nurses with long-term disability insurance, and shall pay the full premium for the base plan for all such nurses. Such disability insurance shall be provided to all eligible nurses regularly scheduled to work twenty-four (24) hours per week or more (.6 FTE status or more).

ARTICLE 15 - RETIREMENT PLAN

15.1 Retirement Plan. The Employer shall provide during the term of this Agreement a retirement plan. 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 personnel and other mutual problems. 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 quarterly and shall consist of three (3) representatives of management and three (3) representatives of the nurses covered by this Agreement. All members of the Committee shall be employees of the Employer.

16.2 Practice Council of Nursing. A Practice Council of Nursing shall be instituted and maintained in the Employer's Hospital and meet at least once quarterly. In addition to members appointed by the Employer, at least fifty percent (50%) of the Council members [no less than three (3)] shall consist of registered nurses selected by nurses covered by this Agreement. In addition, the WSNA may also designate one (1) standing member of the Council. The purpose of this Council is to discuss and advance nursing practices. The Council shall strive to have membership from all areas of the organization. The Council will identify, maintain, and modify standards of nursing practice within the organization. This Council shall be advisory.

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 defined as an alleged breach of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. Therefore, before filing a grievance, it should first be discussed by the nurse with the immediate supervisor, where appropriate. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

18.2 Step 1 - Nurse and Immediate Supervisor: If any nurse has a grievance, the nurse shall reduce the grievance to writing and shall deliver the grievance to the nurse's immediate supervisor within twenty-one (21) calendar days from the date the nurse was or should have been aware a grievance existed. The written grievance shall contain a description of the grievance, the Agreement section alleged to have been violated, the date it occurred, and the remedy the grievant is requesting. Within fourteen (14) calendar days thereafter, the nurse and a Local Unit Chairperson (or designee) shall discuss the grievance with the nurse's immediate supervisor (and a Human Resources representative, if the Employer so desires). The supervisor shall respond in writing to the nurse and the Local Unit Officer (or designee) within fourteen (14) calendar days of the Step 1 meeting.

18.3 Step 2 - Nurse, Local Unit Chairperson and Chief Nurse Executive: If the grievance is not resolved at Step 1, the nurse may reduce the grievance to writing and submit it to the Chief Nurse Executive (or designee) within fourteen (14) calendar days from the receipt of the Step 1 response. The Association may initiate a grievance at Step 2 if the grievance involves a group of nurses and if the grievance is submitted in writing within twenty-one (21) calendar days from the date the nurses were or should have been aware a grievance existed. A conference between the nurse, the Local Unit Chairperson, or designee and the Chief Nurse Executive, or designee (and a Human Resources representative, if the Employer so desires) shall be held within fourteen (14) calendar days after receipt of the Step 2 submission. The Chief Nurse Executive, or designee, shall endeavor to resolve the grievance and will respond in writing to the nurse and Local Unit Officer, or designee, within fourteen (14) calendar days of the Step 2 meeting.

18.4 Step 3 - Administrator and Association Representative: If the grievance is not resolved at Step 2, the nurse may present the written grievance to the Hospital Administrator or

designee within fourteen (14) calendar days from the receipt of the Step 2 response. The Administrator or designee and the Association representative shall meet within fourteen (14) calendar days of receipt of the Step 3 submission for the purpose of resolving the grievance. The Hospital Administrator or designee shall respond in writing to the nurse and Local Unit Officer, or designee, within twenty-one (21) calendar days after the Step 3 meeting.

18.5 Step 4 - Binding Arbitration: If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to a final and binding arbitration within fourteen (14) calendar days following the receipt of the Hospital Administrator's or designee's response. The Association shall promptly request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The parties may decide to request an arbitrator panel from Washington and Oregon. The party to strike the first name shall be determined by coin toss. 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 his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she 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 his or her own judgment or determination for that of the Employer. If a nurse feels the Employer's determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. 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 (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 19 - STAFFING

19.1 Staffing. 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 WHMC-WSNA Conference Committee consideration. A nurse questioning the level of staffing on her/his unit shall communicate this concern to her/his immediate supervisor who will utilize available management resources to attempt to resolve the situation. When appropriate, the nurse should use appropriate forms to document the situation, a copy to be given to the supervisor, and the nurse to receive a written response. Standards established by the Centers for Medicare/Medicaid and Washington State Department of Health ("DOH") shall be considered relevant criteria for determining appropriate staffing levels.

19.1.1 Nurse Staffing Committee. The parties agree to continually work toward an equitable system of insuring adequate Registered Nurse staffing to meet patient needs. This shall be accomplished through the Nurse Staffing Committee (“NSC”). A purpose of the Committee shall be to discuss and consider alternative methodologies to accomplish this goal which might include the development, implementation, and evaluation of appropriate systems. Standards established by the hospital accreditation organization selected by the Hospital shall be considered relevant criteria for determining appropriate staffing levels. At least one-half of the members of the NSC shall be members of the bargaining unit, chosen by the Association. The NSC will meet monthly or as otherwise agreed upon by NSC members. The Association may appoint up to three (3) designated alternate members of the NSC. The Local Unit Chair will provide the Chief Nursing Officer with agendas and minutes at least seven (7) days in advance of each meeting. Nurses shall be relieved of all other work duties and shall receive her/his regular rate of pay for time spent in an NSC meeting. The CEO will attend the meeting to hear concerns and recommendations at least semiannually. The Hospital will not engage in any form of retaliation against a nurse who participates in, or engages with, the NSC on matters related to NSC business.

19.1.2 Staffing levels. The Hospital will strive to maintain staffing levels that provide for safe patient care and the health and safety of nurses. To accomplish this goal, the Hospital shall endeavor to:

19.1.2.1 Provide staffing levels that enable the nurses the opportunity to receive meal and rest breaks.

19.1.2.2 Provide staffing levels that enable nurses to utilize their accrued paid time off pursuant to Article 9.

19.1.2.3 Refrain from assigning nurses to provide care to more patients than anticipated by the agreed staffing guidelines and relevant safety requirements.

19.2 Staff Development. Inservice education and orientation programs shall be instituted and maintained, with programs posted in advance. Inservice 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 Centers for Medicare/Medicaid and Washington State Department of Health (“DOH”). 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 Successorship. In the event of an acquisition by another entity, the Hospital and the Association will make a good faith effort to have timely communications in an effort to address staff concerns and minimize the potential adverse impacts on staff. In particular, the parties will use good faith efforts to adhere to the following guidelines:

- a. The Hospital will inform nurses of a potential acquisition at least one hundred eighty (180) calendar days in advance of the acquisition.
- b. Upon request by the Association, the Hospital and the Association shall meet to negotiate the effects of an acquisition that will impact the future of employees.
- c. The Hospital will inform the potential acquiring entity of the existence of this Agreement and encourage the new employer following an acquisition to offer employment to all bargaining unit members, or to as many bargaining unit members as are needed to perform the operations covered by this Agreement that the third party is being assigned at terms and conditions no worse than the terms and conditions in existence under the agreement in the interest of preserving a high-quality workforce.

ARTICLE 21 - MANAGEMENT RIGHTS

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. This Agreement shall become effective on April 1, 2022, and shall continue in full force and effect through and including March 31, 2025. Should either party desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the other party ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless the parties mutually agree to extend the Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates indicated below:


FOR WHIDBEYHEALTH


DocuSigned by:
 5/23/2022
 Mike Layfield, CEO Date

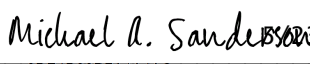
FOR WASHINGTON STATE NURSES ASSOCIATION

DocuSigned by:
 5/21/2022
 Laura Black RN Date

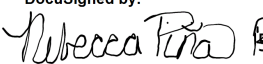
DocuSigned by:
 5/23/2022
 Luka Cobb BSN RN Date


DocuSigned by:
 5/22/2022
 Luisa Dizon BSN RN Date

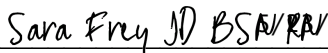
DocuSigned by:
 5/23/2022
 Gwen Parrick RN Date

DocuSigned by:
 5/23/2022
 Michael Sanderson Date
 WSNA Labor Counsel

DocuSigned by:
 5/23/2022
 Doreen Painter RN Date

DocuSigned by:
 5/23/2022
 Rebecca Pina RN CEN Date

DocuSigned by:
 5/22/2022
 Ann Bell RN Date

DocuSigned by:
 5/23/2022
 Sara Frey JD BSN RN Date

APPENDIX A:

Effective April 1, 2022		Effective July 1, 2022		Effective April 1, 2023		Effective April 1, 2024	
Base Starting Rate	\$29.275	Base	\$30.006	Base	\$31.207	Base	\$33.079
After one (1) year of continuous employment	\$30.542	1	\$31.306	1	\$32.558	1	\$34.512
2	\$31.844	2	\$32.640	2	\$33.945	2	\$35.982
3	\$33.145	3	\$33.973	3	\$35.332	3	\$37.452
4	\$34.467	4	\$35.329	4	\$36.742	4	\$38.947
5	\$35.724	5	\$36.617	5	\$38.082	5	\$40.367
6	\$37.058	6	\$37.984	6	\$39.503	6	\$41.874
7	\$38.348	7	\$39.306	7	\$40.879	7	\$43.331
8	\$39.670	8	\$40.662	8	\$42.288	8	\$44.826
9	\$40.928	9	\$41.951	9	\$43.629	9	\$46.247
10	\$42.262	10	\$43.318	10	\$45.051	10	\$47.754
11	\$42.262	11	\$43.318	11	\$45.051	11	\$47.754
12	\$43.540	12	\$44.629	12	\$46.414	12	\$49.199
13	\$43.540	13	\$44.629	13	\$46.414	13	\$49.199
14	\$44.841	14	\$45.962	14	\$47.800	14	\$50.668
15	\$44.841	15	\$45.962	15	\$47.800	15	\$50.668
16	\$46.186	16	\$47.340	16	\$49.234	16	\$52.188
17	\$46.186	17	\$47.340	17	\$49.234	17	\$52.188
18	\$47.530	18	\$48.719	18	\$50.667	18	\$53.707
19	\$47.530	19	\$48.719	19	\$50.667	19	\$53.707
20	\$48.973	20	\$50.197	20	\$52.205	20	\$55.337
21	\$48.973	21	\$50.197	21	\$52.205	21	\$55.337
22	\$50.438	22	\$51.699	22	\$53.767	22	\$56.993
23	\$50.438	23	\$51.699	23	\$53.767	23	\$56.993
24	\$51.958	24	\$53.257	24	\$55.387	24	\$58.710
25	\$51.958	25	\$53.257	25	\$55.387	25	\$58.710
26	\$52.996	26	\$54.321	26	\$56.494	26	\$59.884
27	\$52.996	27	\$54.321	27	\$56.494	27	\$59.884
28	\$54.056	28	\$55.407	28	\$57.624	28	\$61.081
29	\$54.056	29	\$55.407	29	\$57.624	29	\$61.081
30	\$55.139	30	\$56.517	30	\$58.778	30	\$62.305

Charge Nurse (per hour premium) \$3.00

MEMORANDUM OF UNDERSTANDING


**By and Between
WHIDBEYHEALTH**

And

WASHINGTON STATE NURSES ASSOCIATION

WhidbeyHealth (the “Employer”) and the Washington State Nurses Association (“Association”) through this Memorandum of Understanding (“MOU”) agree that any Nurse who has a written affidavit [Appendix C of predecessor Collective Bargaining Agreement (“CBA”) of “Domestic Partner Status” on file with the Hospital as of March 4, 2016, shall be able to continue such CBA Domestic Partner status and existing leave rights under the CBA at that time until the affidavit is terminated by its terms.

FOR WHIDBEYHEALTH

By:  _____
DocuSigned by:
Michael Layfield
1D6A7851C9ED48F...

Its: CEO

Date: 6/23/2022

FOR WASHINGTON STATE
NURSES ASSOCIATION

By:  _____
DocuSigned by:
Michael A. Sanderson
6DE4D30D7A1A4AC...

Its: General Counsel

Date: 6/25/2022

INNOVATIVE WORK SCHEDULE AGREEMENT - RN

10 HOUR SHIFT

This constitutes an innovative work schedule as referred to in Section 7.2 of the WHMC-WSNA RN Collective Bargaining Agreement. If either party desires to alter or revoke the agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

- Rest between shifts: There will be an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreeable to the employer and the nurse. Any time worked without ten (10) hours rest, shall be paid at a premium rate of one and one half (1-½) times the regular rate. Time paid for but not worked (*e.g.*, standby) shall not be counted as time worked for purposes of calculating overtime.
- Overtime: Overtime will be paid when the nurse works beyond a ten (10) hour work shift. All premium overtime shall be computed at one and one half (1-½) times the regular rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time rate. When a nurse under a 10 Hour Agreement works an Eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceeds twelve (12) hours.
- Meal and Rest Periods: Two (2) fifteen minute paid rest periods will be provided during each shift. One (1) unpaid meal period will be provided during the shift.
- Shift Differential: The applicable shift differentials will be paid for all hours worked between 3:00 p.m. and 7:00 a.m. Employee will receive shift differential for the actual hours worked during evening and night shift, as appropriate, instead of majority of hours standard.
- Call Back: When called back to work from scheduled call time, hours worked will be paid at the rate of one and one-half (1-½) times for the first twelve (12) hours and double time for time in excess of twelve (12) hours in a twenty-four (24) hour period with a minimum of three (3) hours.
- Holiday not worked: If a holiday falls during a nurse's scheduled work week and the nurse does not work on the designated holiday, the nurse may use PTO.
- Holiday worked: A nurse required to work on a designated holiday shall be paid at the rate of one and one-half (1-½) times the nurse's regular rate of pay for the hours between 11:00 p.m. the night before the designated premium pay day to 11:00 p.m. of the premium pay day, and may receive in addition, a maximum of eight (8) hour PTO (computed at the nurse's regular rate).

- Payment of Education Days, PTO and EIB: Education days, PTO and EIB will be paid (not earned or accrued) in either eight (8) hour increments or increments equal to a nurse's innovative work shift, at the nurse's option, to be exercised by the nurse no more than once per calendar year. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.
- Other: Ten (10) hour shifts established on a unit-wide basis may be terminated by nurses only by a majority vote of the nurses in the unit. An individual nurse in a Ten (10) hour unit wishing to terminate this agreement may apply for any available eight (8) hour shift job vacancy. Other terms and conditions of the WSNA RN contract apply to the ten (10) hour shift nurses.

FORTY (40) HOUR WORK WEEK:

_____ I understand I am paid on the basis of a **forty (40) hour work week**, and hours worked beyond forty (40) in a seven (7) calendar day pay period will be paid at overtime [one and one-half (1-½) times the regular hourly rate]. Hours worked in excess of a 10-hour shift shall be paid at overtime [one and one-half (1-½) times the regular hourly rate].

Employee Signature

Date

Department Director Signature

Date

cc: Payroll
Personnel File

INNOVATIVE WORK SCHEDULE AGREEMENT - RN

12 HOUR SHIFT

This constitutes an innovative work schedule as referred to in Section 7.2 of the WHMC-WSNA RN Collective Bargaining Agreement. If either party desires to alter or revoke the agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

- **Rest between shifts:** There will be an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreeable to the employer and the nurse. Any time worked without ten (10) hours rest, shall be paid at a premium rate of one and one half (1-½) times the regular rate. Time paid for but not worked (*e.g.*, standby) shall not be counted as time worked for purposes of calculating overtime.
- **Overtime:** Overtime will be paid when the nurse works beyond a twelve (12) hour work shift. Additionally, a .9 FTE nurse will receive overtime after working three (3) twelve-hour shifts in a seven (7) day period, when requested by the Hospital. All premium overtime shall be computed at one and one-half (1-½) times the regular rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time rate. When a nurse under a 12 Hour Agreement works a ten (10) hour shift, overtime will be paid after the ten (10) hours and double time will be paid when he/she exceeds twelve (12) hours of work. When a nurse under a twelve (12) hour agreement works an eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceeds twelve (12) hours.
- **Meal and Rest Periods:** A fifteen (15) minute paid rest period will be provided during each four (4) hour period. Two (2) meal periods, one (1) paid and one (1) unpaid, will be provided during a twelve (12) hour shift. One (1) unpaid meal period will be provided during eight (8) and ten (10) hour shifts.
- **Shift Differential:** The applicable shift differentials will be paid for all hours worked between 3:00 p.m. and 7:00 a.m. Employee will receive shift differential for the actual hours worked during evening and night shift, as appropriate, instead of majority of hours standard.
- **Call Back:** When called back to work from scheduled call time, hours worked will be paid at the rate of one and one-half (1-½) times for the first twelve (12) hours and double time for time in excess of twelve (12) hours in a twenty-four (24) hour period with a minimum of three (3) hours.
- **Holiday not worked:** If a holiday falls during a nurse's scheduled work week and the nurse does not work on the designated holiday, the nurse may use PTO.

- Holiday worked: A nurse required to work on a designated holiday shall be paid at the rate of one and one-half (1-½) times the nurse's regular rate of pay for the hours between 11:00 p.m. the night before the designated premium pay day to 11:00 p.m. of the premium pay day, and may receive in addition, a maximum of eight (8) hour PTO (computed at the nurse's regular rate).
- Payment of Education Days, PTO and EIB: Education days, PTO and EIB will be paid (not earned or accrued) in either eight (8) hour increments or increments equal to a nurse's innovative work shift, at the nurse's option, to be exercised by the nurse no more than once per calendar year. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.
- Other: Twelve (12) hour shifts established on a unit-wide basis may be terminated by nurses only by a majority vote of the nurses in the unit. An individual nurse in a twelve (12) hour unit wishing to terminate this agreement may apply for any available eight (8) hour shift job vacancy. Other terms and conditions of the WSNA RN contract apply to the twelve (12) hour shift nurses.

FORTY (40) HOUR WORK WEEK:

_____ I understand I am paid on the basis of a **forty (40) hour work week**, and hours worked beyond thirty-six (36) in a seven (7) calendar day pay period will be paid at overtime [one and one-half (1-½) times the regular hourly rate]. Hours worked in excess of a 12-hour shift shall be paid at overtime [one and one-half (1-½) times the regular hourly rate].

Employee Signature

Date

Department Director Signature

Date

cc: Payroll
Personnel File

MEMORANDUM OF UNDERSTANDING


“JOB SHARE” GUIDELINES

This Memorandum of Understanding (“Memorandum”) is between WhidbeyHealth (“Employer”) and the Washington State Nurses Association regarding “Job Shares”. It is agreed that Nurses may voluntarily elect to share part of their full-time equivalency (“FTE”) subject to the following guidelines:

1. The Job Share agreement must be mutually agreeable between the parties who are defined as the original FTE'd employee (primary), the employee picking up, or sharing, the FTE/hours (secondary), and the Manager/Director.
2. It is understood that the individual hired at an FTE (Primary) is responsible for and agrees to work up to the level of that FTE.
3. The Job Share agreement may be discontinued by any of the nurses or Manager with at least thirty (30) days written notice to all involved. When agreements are discontinued, guideline two, above, applies and the primary nurse becomes responsible for her assigned FTE.
4. Job sharing may only be done no less than four (4) hour blocks of time. On call/Standby will not be part of job sharing.
5. Time worked in excess of the job share shift will be paid at one and one-half (1-½) times the nurse's regular rate of pay.
6. The job share agreement shall be reviewed at the time of each contract renewal. The original agreement form must have the initials of all three parties and the date of review signifying the continued mutual agreement of the job share.
7. An individual nurse's benefits could be impacted by the addition or subtraction of the “shared” hours. Prior to the agreement, Human Resources will review with each nurse any expected changes to areas of benefits. All parties must be fully informed, in writing, of and agree to said changes before the job share can be initiated.
8. Job share partners shall have equal skills and abilities as determined by management.
9. There will be no additional premium or overtime pay as a result of the job share.
10. Job share hours will be posted according to Section 13.2 of the Collective Bargaining Agreement.
11. All job shares must be approved in writing via a Job Share Agreement Form. (See Attached.)

This memorandum of understanding may be altered or added to at any time both parties agree to any changes. Anticipated changes to this Memorandum of Understanding shall be discussed and agreed to at a joint Conference Committee.

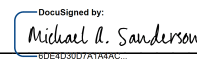
FOR WHIDBEYHEALTH

By: _____

Its: CEO_____

Date: 6/23/2022_____

FOR WASHINGTON STATE
NURSES ASSOCIATION

By: _____

Its: General Counsel_____

Date: 6/25/2022_____

MEMORANDUM OF UNDERSTANDING

**By and Between
WHIDBEYHEALTH**

**And
WASHINGTON STATE NURSES ASSOCIATION**

WhidbeyHealth (the “Employer”) and the Washington State Nurses Association (“Association”) recognize the great importance and value of a mutually respectful and professional relationship between the parties. This facilitates the achievement of the mutual goal of providing improved patient care by fostering and establishing

- (a) equitable employment conditions,
- (b) an orderly system of employer-employee relations which will facilitate joint discussions and cooperative solutions to mutual problems, and
- (c) mutual respect, trust and professionalism that encourages open communication and allows for patient advocacy, nurse advocacy and promotion of quality patient care without fear of reprisal.

In this regard, the parties recognize that they both have responsibilities for and contribute to fostering high standards of nursing practice.

Annually, during the month of October each year, the Hospital’s Chief Executive Officer, Chief Nursing Officer, and Chief Human Resources Officer, or designees, shall meet with the Association Local Unit Officers, the Association’s Nurse Representative, and the Association’s Director of Labor Relations, or designees, along with any other parties as mutually agreed, to discuss the successes and opportunities for labor-management relationship improvement under this Memorandum of Understanding.

FOR WHIDBEYHEALTH

By: DocuSigned by:
Michael Layfield
TUR4785TC9ED48F...

Its: CEO

Date: 6/23/2022

FOR WASHINGTON STATE
NURSES ASSOCIATION

By: DocuSigned by:
Michael A. Sanderson
6DE4D96D7A4446...

Its: General Counsel

Date: 6/25/2022

JOB SHARE AGREEMENT FORM

I, _____, agree to job share _____ of my FTE with _____ . The rules and conditions of this job share (refer to Job Share MOU) have been reviewed and explained to both parties and we have agreed to comply. We are in clear and full understanding of the impact, or non-impact, of benefit changes, which have been explained by the WHMC Human Resources Director, or designee. This job share will begin _____.

Signed on this date: _____

By: _____

Primary

By: _____

Secondary

By: _____

WHMC Manager/Director

By: _____

WHMC Human Resource Director

Reviewed March, 2002

MEMORANDUM OF UNDERSTANDING

Substance Abuse Policy

WhidbeyHealth (“Employer”) and the Washington State Nurses Association (“Association” or “WSNA”) agree that it is important to the health and safety of the Hospital’s patients, guests and employees that the Hospital provides a drug and alcohol-free work environment that prevents substance abuse. The Hospital and Association actively support and encourage efforts for ongoing education, for employees to seek help, for a supportive environment that promotes health. Therefore, the parties agree that as modified by this Memorandum of Understanding, the Hospital’s Substance Abuse Policy (April 2015) applies to this bargaining unit:

1. Section V. EMPLOYEE SUBSTANCE TESTING SITUATIONS & PROCEDURES. B. Hospital Conclusion of Reasonable Suspicion. ¶ 3. The approval executives required for reasonable suspicion testing are modified to be:

Administrator, Assistant Administrator(s), or Chief Nurse Executive(s).

2. Section V. EMPLOYEE SUBSTANCE TESTING SITUATIONS & PROCEDURES. B. Hospital Conclusion of Reasonable Suspicion. ¶ 4.f and ¶ 7. ¶7 is deleted and ¶ 4.f is modified by adding:

If an employee is reasonably associated with a missing controlled substance, then the employee may be tested for that specific substance. For example, if a quantity of Demerol is missing, all persons with access to the missing Demerol may be tested for Demerol use. The Hospital will not test for other unrelated substances as part of this investigation, unless the Hospital has additional information that leads it to reasonably suspect a particular employee is impaired.

3. Section VII. ENFORCEMENT AND DISCIPLINE. The second sentence is deleted and replaced with:

However, the Hospital will not automatically discipline or discharge any employee who fails a substance test (alcohol or drugs), but instead shall review each situation on a case-by-case basis for discipline, up to and including discharge, as appropriate. Under the Collective Bargaining Agreement between the Hospital and the Association, the discipline and discharge standard is “just cause”.

4. Section IX. VEHICLE SEARCHES. The following text is added:

IX. VEHICLE SEARCHES.

The Hospital will not search an employee’s personal vehicle on Hospital property without appropriately involving law enforcement personnel and obtaining a search warrant.

5. Section XI. RECORDS. This Section is renumbered from Section X to Section XI, and the third sentence is revised by adding the phrase “as required by job duties” for clarification to read as follows:

. . . Only Hospital management representatives with a “need-to-know” responsibility, as required by job duties, will be made aware of substance abuse situations or test results. . .

6. Impairment and Marijuana Testing:

In Washington state, the medicinal and recreational use of marijuana is legal. However, reasonable suspicion testing may be required of an employee when management believes an employee is engaging in on-duty marijuana use, or is impaired while on duty. Absent demonstration of impairment, employees will not be subject to discipline for violation of the employer's drug use policy. A manager's belief that an employee is impaired must be based on specific objective facts and reasonable inferences drawn from those facts. Absent reasonable suspicion, off duty use of marijuana will not by itself justify testing.

FOR WHIDBEYHEALTH

DocuSigned by: <u>Michael Layfield</u> 1D6A7851C0ED08F	6/23/2022
Mike Layfield, CEO	Date

FOR WASHINGTON STATE NURSES ASSOCIATION

DocuSigned by: <u>Laura Black</u> 925A1E7C6A58610	6/24/2022
Laura Black RN	Date

DocuSigned by: <u>Luka Cobb</u> 0181F10D6C03899	6/23/2022
Luka Cobb BSN RN	Date

DocuSigned by: <u>Luisa Dizon</u> BAC10BDE14FC0570	6/24/2022
Luisa Dizon BSN RN	Date

DocuSigned by: <u>Gwen Parrick</u> 990EAB7E76CF42C	6/29/2022
Gwen Parrick RN	Date

DocuSigned by: <u>Michael D. Sanderson</u> 0D5A13002A1A4AC	6/25/2022
Michael Sanderson	Date
WSNA Labor Counsel	

DocuSigned by: <u>Doreen (Doni) Painter</u> E2440BC41F52432	6/28/2022
Doreen Painter RN	Date

DocuSigned by: <u>Rebecca Pina</u> 3B921730970E4DE	6/25/2022
Rebecca Pina RN CEN	Date

DocuSigned by: <u>Ann Bell</u> 332173618392401	6/28/2022
Ann Bell RN	Date

DocuSigned by: <u>Sara Frey</u> BC18P0R8986A0A8	6/23/2022
Sara Frey JD BSN RN	Date

MEMORANDUM OF UNDERSTANDING

WhidbeyHealth and the Washington State Nurses Association agree that the issue of meal and rest periods shall be a standing agenda item for Conference Committee.

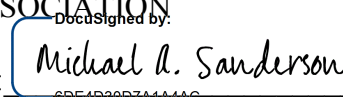
FOR WHIDBEYHEALTH

By: _____

Its: CEO

Date: 6/23/2022

FOR WASHINGTON STATE NURSES
ASSOCIATION

By: _____

Its: General Counsel

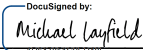
Date: 6/27/2022

MEMORANDUM OF UNDERSTANDING**By and Between
WHIDBEYHEALTH****And****WASHINGTON STATE NURSES ASSOCIATION**

The parties agree that nurses working with LPN students are not eligible for preceptor pay, but nurses who precept RN nursing students consistent with Section 8.8 of the parties' collective bargaining agreement are eligible for preceptor pay. This understanding and the provisions of Section 8.8 of the parties' collective bargaining agreement supersede all communications by the Employer that contradict the express provisions of Section 8.8 of the parties' collective bargaining or which provide a more narrow definition of "preceptor" than does Section 8.8.

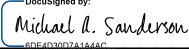
WSNA agrees to withdraw its ULP filed with PERC regarding preceptors within fourteen (14) days of the ratification of parties' successor agreement. The parties will propose to PERC a mutual request for a postponement of the ULP hearing should ratification not occur prior to a scheduled hearing date.

FOR WHIDBEYHEALTH

By:  _____
DocuSigned by: 1D647851C3ED439F

Its: CEO _____

Date: 6/23/2022 _____

FOR WASHINGTON STATE
NURSES ASSOCIATIONBy:  _____
DocuSigned by: 6DE4D30D7A1A4AC

Its: General Counsel _____

Date: 6/25/2022 _____

Memorandum of Understanding

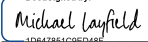
This Memorandum of Understanding (“MOU”) is by and between WhidbeyHealth Medical Center (“WH” or the “Hospital”) and the Washington State Nurses Association (“WSNA” or the “Association”). It documents the agreement reached between WHWH and WSNA related to negotiations time for the Hospital’s Registered Nurses (Nurse) for 2022 negotiations for a new Collective Bargaining Agreement (“CBA”). The parties have agreed as follows:

1. Individual Nurses in the WH-WSNA bargaining unit may choose to donate accrued, but unused, PTO time hours for use by the Association’s Bargaining Committee during the 2022 negotiations as provided for in this MOU. [EIB leave hours may not be donated.]
2. Any such Nurse who wishes to donate such PTO time hours may do so by completing and submitting the attached WH-WSNA Accrued PTO Time Donation Form (“PTO Donation Form”) to the Hospital’s Human Resources Department. PTO time donations are to be made in whole hour increments, and the minimum donation is one (1) hour. [To be capable for processing, such PTO Donation Forms must be submitted to the Hospital no later than twenty-one (21) calendar days after the ratification vote on a new CBA between the parties.] Once PTO time hours are donated, they cannot be rescinded by the donating Nurse. The donated hours will be transferred from the donating nurse’s PTO bank within one business day of the donation date.
3. A Nurse who wishes to donate such PTO time need not have a minimum PTO time accrued hours balance to donate, but must at the time of donation have sufficient accrued, but unused, PTO time hours to cover the number of hours that the Nurse wishes to donate. On receipt of each Nurse’s PTO Donation Form, the Hospital will determine if the Nurse has sufficient accrued, but unused, PTO time hours and if so, deduct from each Nurse’s available accrued, but unused, PTO hours balance at that time the amount of PTO time hours individually donated. If the Hospital determines there are not sufficient hours, the PTO Donation Form will be returned to the Nurse with an explanation. (An up-to-date summary list shall be maintained by Human Resources that records the PTO time donations, and this list shall be available to the Association’s Chief Negotiator and Local Unit Chair at the Hospital.)
4. The following steps shall be taken:
 - a. The deadline for submission of donation forms to Human Resources is twenty-one (21) days after ratification of the successor bargaining agreement.
 - b. From the date of this MOU until 21 days following ratification, the Hospital shall contemporaneously (within one business day of the date of donation) process PTO Donation Forms, placing the dollar-value of donated PTO in a separate account. The Hospital will calculate the amount of money to be credited for PTO time hours donation by multiplying the number of donated hours by each Nurse against that Nurse’s PTO time hourly rate of pay on that date.

- c. Twenty-one days following ratification of a successor agreement, the Hospital will total all such donation amounts together for the Association's 2022 Bargaining Committee Negotiations PTO Time Donation Pool Fund. The total amount in the fund shall be the "Donated PTO Total Dollar Amount."
- d. Twenty-one days following ratification of a successor agreement, the Hospital will then send an email to the Association's Chief Negotiator and Local Unit Chair at the Hospital to inform the Association of the Donated PTO Total Dollar Amount.
- e. The Association's Chief Negotiator shall then email to the Hospital's Human Resources Manager a list denoting what portion (dollar amount) of the Donated PTO Dollar Amount should go to each nurse on the Association's Bargaining Committee.
- f. The Hospital will then disburse the monies directly to each nurse per the Association's distribution list as a one-time only stipend on the timecard of each, with the appropriate tax treatment, on the next regular payroll after receipt of the Chief Negotiator's email.

Agreed this ____ day of March 2022.

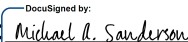
For WhidbeyHealth Medical Center:

By: DocuSigned by:

10E478E4C95D48F...

Its: CEO

6/23/2022

For the Washington State Nurses
Association

By: DocuSigned by:

6DE4D3DD7A1A4C...

Its: General Counsel

6/25/2022

**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

WHIDBEYHEALTH MEDICAL CENTER

(April 1, 2022 – March 31, 2025)

TABLE OF CONTENTS

PREAMBLE	-----	1
ARTICLE 1 RECOGNITION	-----	1
1.1 Bargaining Unit	-----	1
ARTICLE 2 ASSOCIATION MEMBERSHIP	-----	1
2.1 Association “Agency Fee” or Membership	-----	1
2.2 Dues Deduction	-----	1
ARTICLE 3 NONDISCRIMINATION	-----	2
3.1 No Employment Discrimination	-----	2
ARTICLE 4 ASSOCIATION REPRESENTATIVES	-----	2
4.1 Access to Premises	-----	2
4.2 Local Unit Chairperson	-----	2
4.3 Rosters	-----	2
4.4 Bulletin Board	-----	3
4.5 Distribution and Introduction of Agreement	-----	3
4.6 Meeting Rooms	-----	3
4.7 Public Information Requests	-----	3
ARTICLE 5 DEFINITIONS	-----	3
5.1 Resident Nurse	-----	3
5.2 Staff Nurse	-----	4
5.3 Charge Nurse	-----	4
5.4 Full-Time Nurses	-----	4
5.5 Part-Time Nurses	-----	4
5.6 Per diem Nurses	-----	4
5.7 Wage Premiums in Lieu of Benefits	-----	5
5.8 Domestic Partner	-----	5
5.9 Regular Rate of Pay	-----	5
ARTICLE 6 PROBATION AND TERMINATION	-----	5
6.1 Introductory Period	-----	5
6.2 Notice of Termination	-----	5
6.3 Discipline and Discharge	-----	5
ARTICLE 7 HOURS OF WORK AND OVERTIME	-----	6
7.1 Work Week and Work Day	-----	6
7.2 Innovative Work Schedule	-----	6
7.3 Definition of Overtime	-----	6
7.4 Overtime Computation	-----	7
7.5 Mandatory Overtime	-----	7

7.6	Paid Time-----	7
7.7	Callback -----	7
7.8	Meal and Rest Periods-----	7
7.9	Weekends-----	7
7.10	Work on Day Off-----	7
7.11	Rest Between Shifts-----	7
7.12	Work Schedules -----	8
7.13	Shift Rotation -----	8
7.14	Consecutive Work Days-----	8
7.15	Work in Advance of Shift-----	8
7.16	Open Shifts-----	8
7.17	Float Premium -----	8
ARTICLE 8	COMPENSATION -----	8
8.1	Wage Rates-----	8
8.2	Benefit and Wage Step Computation-----	9
8.3	Recognition of Previous Experience -----	9
8.4	Charge Nurse Assignment -----	9
8.5	Standby Pay -----	9
8.6	Shift Differential -----	10
8.7	Certification and BSN or MSN Premium-----	10
8.8	Preceptor-----	10
ARTICLE 9	PAID TIME OFF -----	10
9.0	Paid Time Off Program -----	11
9.1	Amount of PTO -----	12
9.2	PTO Scheduling -----	12
9.3	PTO Pay -----	13
9.4	Payment Upon Termination -----	13
9.5	PTO Accumulation-----	13
9.6	Work on Holiday -----	13
9.7	Rotation of Holidays-----	13
9.8	Designation of Holidays-----	13
9.9	PTO Cashout -----	13
9.10	PTO Donations -----	14
ARTICLE 10	EXTENDED ILLNESS BANK -----	14
10.0	General-----	14
10.1	EIB Accumulation -----	14
10.2	Notification-----	14
10.3	EIB Proof of Medical Condition-----	14
10.4	Use of EIB-----	14
10.5	Worker's Compensation -----	15
10.6	PTO/EIB Conversion -----	15

ARTICLE 11 SENIORITY, LOW CENSUS, LAYOFF AND RECALL	15
11.1 Seniority	15
11.2 Low Census	16
11.3 Election of Layoff	17
11.4 Layoff Determinations	17
11.5 Layoff	18
ARTICLE 12 LEAVES OF ABSENCE	21
12.1 Requests for Leaves	21
12.2 Family & Medical Leave	21
12.3 Active Duty/Active Training Duty Military Leave	22
12.4 Military Spouse/Domestic Partner Deployment Leave	23
12.5 Study Leave	23
12.6 Education and Professional Time	23
12.7 Health and Parenting Leave	23
12.8 Jury Duty	24
12.9 Personal Leave	24
12.10 Bereavement Leave	24
12.11 Paid Leave	24
12.12 Unpaid Leave	24
12.13 Worker's Compensation	24
ARTICLE 13 EMPLOYMENT PRACTICES	25
13.1 Personnel Files	25
13.2 Job Posting	25
13.3 Meetings and Inservices	25
13.4 Employee Facilities	25
13.5 Travel	25
13.6 Personnel Action Forms	25
13.7 Orientation	25
13.8 Payroll Records	26
13.9 Performance Evaluations	26
13.10 Mileage	26
13.11 Safety Committee	26
ARTICLE 14 HEALTH AND INSURANCE BENEFITS	27
14.1 Health Insurance	27
14.2 TB Health Tests	27
14.3 Other Health Tests	28
14.4 Life Insurance	28
14.5 Disability Insurance	28
ARTICLE 15 RETIREMENT PLAN	28
15.1 Retirement Plan	28

ARTICLE 16 COMMUNICATIONS	28
16.1 Conference Committee	28
16.2 Practice Council of Nursing	28
ARTICLE 17 NO STRIKE - NO LOCKOUT	28
17.1 No Strike - No Lockout	29
ARTICLE 18 GRIEVANCE PROCEDURE	29
18.1 Definition	29
18.2 Step 1 - Nurse and Immediate Supervisor	29
18.3 Step 2 - Nurse, Local Unit Chairperson and Chief Nurse Executive	29
18.4 Step 3 - Administrator and Association Representative	29
18.5 Step 4 - Binding Arbitration	30
ARTICLE 19 STAFFING	30
19.1 Staffing	30
19.2 Staff Development	31
ARTICLE 20 GENERAL PROVISIONS	31
20.1 Savings Clause	31
20.2 Past Practices	32
20.3 Wage and Benefit Minimums	32
20.4 Successorship	32
ARTICLE 21 MANAGEMENT RIGHTS	32
21.1 Management Rights	32
ARTICLE 22 TERM OF AGREEMENT	33
22.1 Duration and Renewal	33
APPENDIX A	34
MEMORANDUM OF UNDERSTANDING	35
INNOVATIVE WORK SCHEDULE AGREEMENT 10 HR SHIFT	36
INNOVATIVE WORK SCHEDULE AGREEMENT 12 HR SHIFT	38
MEMORANDUM OF UNDERSTANDING ~ JOB SHARE GUIDELINES	40
MEMORANDUM OF UNDERSTANDING ~	42
JOB SHARE AGREEMENT FORM	43
MEMORANDUM OF UNDERSTANDING ~ SUBSTANCE ABUSE POLICY	44

MEMORANDUM OF UNDERSTANDING -----46

MEMORANDUM OF UNDERSTANDING -----47

MEMORANDUM OF UNDERSTANDING -----48

**REGISTERED NURSES
COLLECTIVE BARGAINING AGREEMENT**

By and Between

WASHINGTON STATE NURSES ASSOCIATION

and

WHIDBEYHEALTH MEDICAL CENTER

(April 1, 2022 – March 31, 2025)

REGISTERED NURSES

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

PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of Employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

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 employed by the Employer as Resident Nurse, Staff Nurse, and Charge Nurse, at its Hospital, Home Health Agency, Hospice, and Community Clinics and Provider Practices; excluding Management Officials, Nursing Managers/Directors and other supervisors and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

2.1 Membership. The Employer will not advise employees regarding union membership and will refer any questions in this regard to the union. The Employer may inform employees of their rights regarding whether or not to pay dues or fees to the union, but will remain neutral.

2.2 Dues Deduction. The Hospital will honor a nurse’s authorization in accordance with its terms after receiving notice of the authorization in writing from WSNA. 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 or fees hereby undertake 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 the Association, and 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 sexual harassment or discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, sexual orientation, age, marital status, veteran's status, gender expression, gender identity or the presence of physical or mental disabilities not relevant to job performance. The Employer and the Association will comply with applicable laws and regulations regarding nondiscrimination. 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 Hospital operated by the Employer for the purpose of investigating grievances, the Employer's compliance with this Agreement, and other matters related to bargaining unit employees' wages, benefits and working conditions (including preparation for collective bargaining); provided, however, that the Association's representative shall provide as much advance notice as practical to the Chief Human Resources Officer (CHRO) or Chief Nursing Officer (CNO), or designees, of the intent to access the premises. The Association representative shall advise the CHRO or CNO or designees as to which department or areas he or she wishes to visit, and confine his or her visits to such department or areas as agreed upon. Transaction of any business shall be conducted in non-patient care areas subject to general rules applicable to nonemployees, and shall be conducted on the nurse's non-working time such as during breaks or meal periods.

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 elected local unit officer may investigate circumstances of grievances under this Agreement within the Hospital during released time without pay and may contact other nurses during such nurses' non-working time and in non-patient care areas pursuant to the investigation. Should the employee request the attendance of the Local Unit Chairperson or an officer at a Weingarten meeting, the officer or Local Unit Chairperson is able to attend, such time of the Local Unit Chairperson or officer, as well as that of the employee, shall be on paid time.

4.3 Rosters. Twice annually, in the months of January and July, the Employer shall supply the Association with a roster (via email with spreadsheet attachment) containing the names, addresses, phone numbers, unit, shift, classification, full time equivalent (FTE) status, rate of pay, date of hire and employee identification number of all nurses employed at the Hospital and covered by this Agreement. Additionally, each month the Employer shall provide such

information, transmitted by separate lists, for newly hired nurses, terminated nurses (including transfers or promotions in or out of the bargaining unit), and a full roster.

4.3.1 Orientation. Prior to a new employee's orientation, the Employer will use best efforts to transmit to the Union the nurse's name, phone numbers, as well as the nurse's unit, shift, and full time and equivalent (FTE) status.

The Employer will allow the Union to arrange a thirty (30) minute meeting with the new employee at the start of the Hospital's clinical orientation (typically at 7:30am every other Monday). At the union's election, the orientation may be scheduled at the end of the new employee orientation (typically at 3:30pm every other Friday). The meeting will be non-mandatory and on the new employee's paid time. Hospital employees serving as an Association representative during this meeting will be on unpaid time.

4.4 Bulletin Board. A bulletin board in a prominent location shall be designated by the Conference Committee for the use of the local unit in the Hospital.

4.5 Distribution and Introduction of Agreement. The Employer shall provide the Local Unit Chairperson or designee with the name, unit, shift and status of each newly hired nurse within seven (7) days of the nurse's first day of work.

4.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Employer for meetings of the local unit for professional/educational purposes consistent with hospital policy regarding meeting rooms, and on matters involving bargaining unit employees' wages, benefits and working conditions, as well as issues specific to the collective bargaining agreement, providing meeting room space is available and has been requested through the Executive Assistant to the CEO.

4.7 Public Information Requests. The Employer will notify the Association of public records requests for bargaining unit employee contact information (home addresses, phone numbers, e-mail addresses) and social security numbers within two business days (exclusive of weekends) of the Employer's receipt of such request.

ARTICLE 5 - DEFINITIONS

5.1 Resident Nurse. A Registered Nurse whose clinical experience after graduation is less than six (6) months [one thousand forty (1,040) paid hours]; or a Registered Nurse who is returning to practice with no current clinical training or experience. Such a nurse shall be assigned as a team member under continuous close personal supervision of more experienced nurses and shall be responsible for the direct care of limited numbers of patients. Residency shall not exceed six (6) continuous months, unless extended for an additional three (3) months when mutually agreed to by the Employer and the individual nurse involved. A Resident Nurse who is expected to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a Staff Nurse shall be promoted to the position of

Staff Nurse. Close and direct supervision shall be defined as working under the direction of a Registered Nurse designated by the Employer.

5.2 Staff Nurse. A Registered Nurse who is responsible for the direct and indirect nursing care of Hospital patients. An experienced Registered Nurse returning to practice who has recently, satisfactorily completed a nursing refresher course approved by the Employer shall be classified as a Staff Nurse.

5.3 Charge Nurse. A lead staff nurse assigned by the Hospital who has leadership responsibilities as to other staff nurses and personnel, in addition to providing nursing care services. The Charge Nurse job description does not confer supervisory status.

5.4 Full-Time Nurses. Nurses who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

5.5 Part-Time Nurses. Nurses who are regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eighty (80) 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 require a review of their status and, if not satisfied, may submit the dispute to the grievance procedure.

5.6 Per diem Nurses. Nurses who are not regularly scheduled or who are called to work when needed. Per diem nurses shall include nurses scheduled on a “call in” basis. Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix A of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity increments and shall be eligible for standby pay, callback pay, shift differentials, weekend premium pay and certification premium. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A full-time or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and fringe benefit accruals shall be reinstated for wage and benefit eligibility purposes. If a per diem nurse or a group of per diem nurses regularly work sufficient shifts over a period of greater than three (3) consecutive months that could reasonably constitute a 0.3 FTE or greater position, upon the request of any bargaining unit nurse, the Employer shall post the hours of the identified per diem nurses as an FTE’d position. When reviewing whether an FTE’d position will be posted based upon shifts regularly worked by per diem nurses, shifts worked by per diem nurses to cover for a nurse during an absence (*e.g.*, PTO, EIB, Leave) shall be excluded.

5.6.1 However, under this Agreement a per diem nurse working:

A. in a Department that operates “24/7” [seven (7) days per week, twenty four (24) hours per day] shall be available for scheduling one (1) full weekend per month (as defined in Section 7.9), as well as one (1) of the following winter holidays, either Thanksgiving Day or Christmas Day, and one (1) summer holiday (Memorial Day, Independence Day, or Labor Day) per calendar year, or

B. in another Departments shall be available for scheduling one (1) of the following days, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, or New Years Day.

Pursuant to Hospital staffing policies, a per diem nurse is responsible to identify which weekend each month and which holidays the nurse shall be available for possible scheduling.

5.7 Wage Premiums in Lieu of Benefits. In lieu of all fringe benefits provided for in this Agreement, except for shift differential, callback pay, standby pay, certification premium pay, weekend premium pay and longevity increments, full-time and part-time nurses may elect a fifteen percent (15%) wage premium or a eight and one-half percent (8.5%) wage premium [with additional benefit participation only in the Employer's retirement program (*i.e.*, 401(A) pension program)]. Premium paid nurses shall accrue seniority but shall not be eligible for any other benefits provided for in this Agreement (except for participation in the 457 Plan). This election must occur annually on dates designated in advance by the Hospital, providing the nurse presents the Hospital with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of the enrollment dates. After the wage premium in lieu of benefits decision (compensation plus benefits, compensation plus premium pay in lieu of benefits, or compensation plus premium pay in lieu of benefits/except for retirement) has been made by the nurse, no change in that compensation status will be allowed except as provided herein.

5.8 Domestic Partner. A domestic partner (spousal equivalent) is defined as a person in a state-registered domestic partnership.

5.9 Regular Rate Of Pay. Under this Agreement, the "regular rate of pay" is equivalent to statutorily required overtime pay calculation during the appropriate work period, including for example, shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shifts as well as certification pay and BSN premium or MSN premium.

ARTICLE 6 - PROBATION AND TERMINATION

6.1 Introductory Period. The first five hundred twenty (520) paid hours of continuous employment shall be considered a introductory period. The introductory period may be extended up to an additional two hundred sixty (260) hours by the mutual written agreement of the Employer and the nurse involved.

6.2 Notice of Termination. A nurse shall attain regular nurse status upon successful completion of the introductory period. Regular nurses shall give not less than twenty-one (21) calendar days' prior written notice of intended resignation. Unless discharged for cause, regular nurses shall receive at least twenty-one (21) calendar days' prior written notice of termination or pay for the scheduled days within the twenty-one (21) day period in lieu thereof.

6.3 Discipline and Discharge. Nurses who have successfully completed their introductory period shall not be disciplined or discharged without just cause. Such nurses disciplined or

discharged for cause 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 will be given a copy of all written warnings. The nurse may request the attendance of the Local Unit Chairperson or designee at disciplinary meetings.

6.3.1 Pre-Determination Meeting. In the event that the Employer intends to suspend or discharge a nurse, a pre-determination meeting will be scheduled to give the nurse an opportunity to make his/her case before the final decision is made. The nurse has the right to be represented by the Association at the pre-determination meeting. Prior to such a meeting, the Employer shall provide the nurse written notice of the charges against the nurse and the Employer's reasons for those charges.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Week and Work Day. The normal work week shall consist of forty (40) hours within a seven (7) day period or eighty (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 Innovative Work Schedule. Where mutually agreeable to the Employer and the nurse concerned, a normal work day may consist of ten (10) hours when the work week schedule is based on four (4) ten (10) hour days. Where mutually agreeable to the Employer and the nurse concerned, a normal work day may consist of twelve (12) hours. 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. Innovative work schedules that deviate from the normal work week or normal work day that are implemented for a nursing unit or on a Hospital-wide basis shall be mutually agreeable to the Employer and the nurse involved, and the Association shall be given notice and an opportunity to bargain about the work schedule. Copies of all innovative schedules shall be attached to this Agreement. Education days, EIB days and PTO days will be paid (not earned or accrued) in either eight (8) hour increments or in increments equal to the nurse's innovative work shift at the nurse's option to be exercised by the nurse no more frequently than once per calendar year. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.

7.3 Definition of Overtime. For nurses who are assigned eight (8) hour shifts, all time worked in excess of eight (8) hours during any one (1) day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime unless otherwise specified by an innovative agreement. For nurses who work twelve (12) hour shifts, all time worked in excess of thirty-six (36) hours during any one (1) week shall be considered overtime. All overtime must be properly authorized by the Employer.

7.4 Overtime Computation. All overtime shall be paid at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay. For purposes of computing overtime, the nurse's regular rate of pay shall include shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shifts as well as certification pay and BSN premium or MSN premium. All time worked in excess of twelve (12) consecutive hours or twelve (12) hours in a twenty-four (24) hour period beginning with the nurse's normal shift starting time shall be paid for at double the employee's regular rate of pay unless otherwise agreed pursuant to an innovative work schedule arrangement. Overtime shall be computed to the nearest one-quarter (1/4) hour.

7.5 Mandatory Overtime. Any mandatory overtime requirements shall be in compliance with RCW 49.28.130-150. In cases of assignment of overtime, qualified volunteers will be sought first.

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.

7.7 Callback. A nurse called to work from regularly scheduled standby status shall be paid at one and one-half (1-1/2) times the nurse's regular rate of pay for all hours worked with a minimum of three (3) hours.

7.8 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (1/2) hour and a paid rest period of fifteen (15) minutes in each four (4) hour period of work. Nurses required to work during this meal period shall be compensated for such work at the appropriate rate.

7.9 Weekends. The Employer will make all reasonable efforts to schedule nurses so that they have at least every other weekend off. Any nurse who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive Four Dollars (\$4.00) per hour as a weekend premium added to the nurse's regular rate of pay for each hour worked on the weekend. 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 (1-1/2) times the nurse's regular rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter, and in addition shall receive the weekend premium of Four Dollars (\$4.00) for each weekend hour worked as defined above. The weekend shall be defined as Friday and Saturday nights for night shift nurses unless mutually agreed otherwise.

7.10 Work on Day Off. All nurses who hold an FTE and are called in on their scheduled day off shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for the hours worked. Except in cases of emergency, part-time nurses will not be required to work on a nonscheduled day.

7.11 Rest Between Shifts. Each nurse shall have an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreeable to the Employer and the nurse. In such situations when in the opinion of the Employer the nurse is not fit for duty the

Employer may, or upon a nurse's request the Employer shall use reasonable efforts to, excuse the nurse from the next scheduled shift contiguous with this rest period. Any time worked without ten (10) hours' rest shall be paid for at one and one-half (1-1/2) times the regular rate of pay, unless double time is required by Section 7.4, Overtime Computation. This Section shall not apply to continuing education, committee meetings, staff meetings, or time spent on standby duty under Article 7, HOURS OF WORK AND OVERTIME; unless a nurse's personal attendance at a specific time and date is required by the Employer at a certain continuing education program or meeting.

7.12 Work Schedules. Work schedules and days off shall be posted on or before the 20th of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time.

7.13 Shift Rotation. Shift rotation shall be used only when mutually agreeable by the Employer, the Association and the nurse involved.

7.14 Consecutive Work Days. The Employer shall make all reasonable efforts to avoid scheduling the nurse for work weeks consisting of more than five (5) consecutive work days.

7.15 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.

7.16 Open Shifts. Additional shifts will first be offered to regular full-time and part-time nurses assigned in that Department who can work the shift on a straight-time basis, and then to per diem nurses. Prior to offering additional shifts to regular FTE nurses, the Employer may preschedule each per diem nurse for up to two (2) shifts per schedule.

7.17 Float Premium. Nurses who perform work away from their home unit shall receive a premium of three dollars (\$3.00) per hour for all time worked outside of their home unit. This section shall only apply to nurses who take a full patient load and shall not apply to nurses in training.

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 A attached hereto and made a part of this Agreement. Effective July 1, 2022, a 2.5% across-the-board wage increase will be implemented. Effective April 1, 2023, a 4% across-the-board wage increase will be implemented. By March 1, 2023, the Association may request a wage reopener. The Employer and the Association will then bargain over what, if any, wage increase will be implemented above the 4% agreed-upon minimum. Effective April 1, 2024, a 6% across-the-board wage increase will be implemented. By March 1, 2024, the Association may request a wage reopener. The Employer and the Association will then bargain over what, if any, wage increase will be implemented above the 6% agreed-upon minimum.

8.2 Benefit and Wage Step Computation.

8.2.1 Benefit Computation. For purposes of this Agreement and the method of computing EIB, PTO, seniority, and other benefit conditions of employment, except as otherwise provided for herein, a “month” shall be defined as one hundred seventy-three and thirty-three one hundredths (173.33) hours of work, and a “year” shall be defined as two thousand eighty (2,080) hours of work. Time worked, which is paid on an overtime basis, shall count as time worked for purposes of computing benefits not to exceed two thousand eighty (2,080) hours within any twelve (12) month period. Regular full-time and part-time nurses who are asked not to report for work as scheduled or are sent home because of low census shall also have their low census day hours count for purposes of computing service increments and accrual of fringe benefits. Nurses shall be eligible to receive accrued benefits on a calendar year basis, but their benefits shall be computed on the basis of two thousand eighty (2,080) paid hours and low census hours per year as defined above. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.2.2 Wage Step Computation. For purposes of computing longevity (wage) increments progression steps, a “year” shall be defined as a calendar year of employment to be counted from the nurse’s wage step “anniversary date” [*i.e.*, the date one (1) calendar year from the date the employee last received a wage step increase adjustment (or annually thereafter)]. Service increments shall become effective at the beginning of the first payroll period following completion of one (1) year of employment as defined above.

8.3 Recognition of Previous Experience.

8.3.1 Newly Hired Nurses. A nurse hired during the term of this Agreement shall be compensated at a wage level in accordance with the nurse’s continuous recent experience in nursing on a year-for-year basis and placed at the appropriate step of the wage scale in Appendix A.

8.3.1.1 For purposes of this Agreement continuous recent experience shall be defined as relevant clinical nursing experience without a break of more than two (2) years in nursing experience which would reduce the level of nursing skills as determined by the Employer.

8.3.1.2 After March 4, 2016, when a current Licensed Practical Nurse (LPN) at the Hospital is hired as a Registered Nurse (RN), such nurse shall be placed on the RN wage scale in effect at the time at the wage step rate that is closest to, but not less than, the LPN wage step rate the nurse was previously receiving as an LPN at the Hospital.

8.4 Charge Nurse Assignment. All hours worked in the Charge Nurse position shall be compensated at the Charge Nurse rate of pay.

8.5 Standby Pay. Nurses placed on standby status off Hospital premises shall be compensated at the rate of Four Dollars (\$4.00) per hour of standby duty. Standby duty shall not

be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. Standby pay shall be paid in addition to callback pay. The Employer shall continue its past practices with respect to the availability of paging devices.

8.6 Shift Differential. Second (evening) shift differential shall be paid for all hours worked if fifty percent (50%) or more of the time worked falls between 1500 and 2300. Third (night) shift differential shall be paid for all hours worked if fifty percent (50%) or more of the time worked falls between 2300 and 0700. The second (evening) shift differential shall be Three Dollars and Twenty-Five Cents (\$3.25) per hour over the hourly rate. The third (night) shift differential shall be Four Dollars and Seventy-Five Cents (\$4.75) per hour over the regular hourly rate. In addition, any hours worked within the periods defined as night shift or evening shift will receive the applicable shift differential for those hours worked unless specified by an innovative agreement. Low census shall not result in the loss of a shift differential the nurse would have otherwise received.

8.7 Certification and BSN or MSN Premium. Nurses certified by ANA or a specialty nurse organization who are regularly scheduled to work in the area of their certification shall receive a premium of One Dollar (\$1.00) per hour. A nurse with a Bachelors of Science (BSN) or a Masters of Nursing (MSN) degree in nursing shall receive a premium of One Dollar (\$1.00) per hour. A nurse shall be eligible to receive only one (1) certification premium at any given time. However, if a nurse has both an applicable certification and a BSN, the nurse shall receive a total premium of Two Dollars (\$2.00) for all hours worked. If a nurse has an applicable certification and an MSN, the nurse shall receive a total premium of Three Dollars (\$3.00).

8.8 Preceptor. The Hospital shall maintain a Preceptor Program. In this program, a preceptor is an experienced nurse designated by the Hospital who, in addition to performing a patient care role, is proficient in clinical teaching, and who is specifically responsible for planning, organizing, implementing, and evaluating the new skill development of a nurse or a senior student nurse who does not have a clinical instructor on-site and immediately available, the parameters of which are to be set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. All nurses hired or transferred to a unit which is not comparable to a unit in which they have worked within the past two years will be precepted. The Hospital will take preceptor duties into consideration when making patient care assignments. A preceptor shall be paid a premium of One Dollar and Fifty Cents (\$1.50) per hour over the nurse's normal hourly rate for all time spent working as a preceptor. It is understood that staff nurses in the ordinary course of their responsibilities (without preceptor designation) will be expected to participate in the orientation process of new nurses, as determined by the manager. Such participation typically will be limited to a summary of documentation and charting expectations, layout of the unit, location of resources, summary of shift responsibilities, location of equipment, an explanation of the nurse-patient call system, but the parties recognize orientations may vary by department and unit based on the needs of the hospital.

ARTICLE 9 - PAID TIME OFF

9.0 Paid Time Off Program. The purpose of the Paid Time Off (PTO) program is to allow each eligible nurse to utilize PTO as the nurse determines best fits the nurse's personal needs or desires, including holidays, vacation time, and periods of treatment or illness of the nurse or family member, etc., pursuant to the requirements of this Article and related Employer policies. PTO will not apply to per diem nurses or a nurse who selects a wage premium in lieu of benefits as defined in Section 5.7, however, these nurses shall be paid time and one half (1-1/2) when a recognized holiday, defined herein by Section 9.6, is worked.

9.0.1 Use of PTO. In addition to the uses listed in Section 9.0, PTO may be taken for the following purposes and for any purpose required under law, including:

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

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

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

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

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

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

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

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

9.1 Amount of PTO. After completing ninety (90) calendar days of employment, nurses shall be eligible to receive PTO benefits accrued from date of hire according to the following schedule:

<u>Years of Service</u>	<u>PTO Accrual Levels</u>
	<u>Maximum Hours [hourly rate]</u>
1-3	200 .0963
4-5	240 .1155
6-7	248 .1193
8-9	256 .1232
10-14	280 .1347
15-19	304 .1462
20-24	320 .1538
25-26	328 .1577
27 +	336 .1615

Part-time nurses accrue according to the above schedule based on hours worked paid up to full-time status per pay period. Nurses may use PTO benefits to the extent accrued in increments of not less than one (1) normally scheduled work hour. In all cases, PTO shall only be payable for regularly scheduled days of work. For purposes of determining a nurse's "regularly scheduled days of work" under this Section 9.1, FTE shall not be controlling. Rather, the nurse shall be entitled to take PTO up to the average number of hours worked over the preceding ninety (90) day period.

9.2 PTO Scheduling. The Employer shall retain the right to determine policies of scheduling PTO. Nurses shall present written requests for PTO as far in advance as is possible [up to twelve (12) months] but not less than two (2) weeks before the work schedule is posted. (See, Section 9.2.1 for PTO use due to unanticipated medical reasons.) Nurses will be notified in writing within one (1) week after the request is submitted whether the PTO is approved. In the case of conflicting requests by nurses for PTO or limitations imposed by the Employer on PTO requests, length of service shall prevail in assigning PTO provided the skills, abilities, experience, competence or qualifications of the nurses affected are not significant factors as determined by the Employer. PTO requested during the Christmas or New Year's holiday periods shall be assigned on a rotational basis. Approved PTO shall not be affected by later requests unless mutually agreeable. The Employer will make a good faith effort to schedule weekends off before and after PTO. Nurses shall not be required to find their own replacements for any PTO requests.

9.2.1 PTO Use for Unanticipated Medical Reasons. Any payment of PTO due to unanticipated medical reasons (*i.e.*, sickness, injury or emergency medical treatments) shall be subject to two hours notification of absence. Where it is not practicable for the nurse to provide two hours notification of absent, notice shall be given as soon as possible. For absences

exceeding three days, the Employer reserves the right to require reasonable written proof of illness.

9.3 PTO Pay. PTO pay shall be the amount which the nurse would have earned had the nurse worked during that period at the nurse's regular rate of pay.

9.3.1 Except for scheduled and approved leave pursuant to Section 12.9, Personal Leave, before a nurse can be granted unpaid time off (UTO), a nurse must have used the balance of the nurse's accrued paid time off (PTO). Nurses not scheduled to work on a holiday are not required to use PTO.

9.3.2 Nurses who attend collective bargaining sessions with the Employer on behalf of the Association may have such time charged as unpaid time off (UTO), but shall not have bargaining session days count as personal leave days under Section 12.9, Personal Leave.

9.3.3 If the Employer approves a nurse's written request for absence from work for thirty (30) days or less to perform volunteer disaster relief service, the nurse may use unpaid time off (UTO) rather than PTO.

9.4 Payment Upon Termination. Nurses shall be paid upon termination of employment for any PTO credits earned but not used unless the nurse fails to provide the Employer with the required fourteen (14) days' prior written notice of intended resignation.

9.5 PTO Accumulation. PTO credits may be accumulated and carried over from one (1) year of employment to another up to a maximum of five hundred (500) hours. Hours over five hundred (500) shall be forfeited, except under unusual circumstances and when approved by the Employer in writing. PTO denied by the Employer due to inadequate staffing coverage will be deemed as one such type of unusual circumstance. A nurse shall not lose accrued PTO without receiving prior written notification from the Employer and a reasonable opportunity to take the PTO.

9.6 Work on Holiday. Full-time and part-time nurses required to work on the following holidays shall be paid at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All holidays, except Christmas Eve, shall be defined as all hours between 2300 the day before the holiday and 2300 the day of the holiday. Christmas Eve shall be defined as all hours between 1500 and 2300.

9.7 Rotation of Holidays. The Employer shall use its best efforts to rotate holiday work among both full-time and part-time nurses.

9.8 Designation of Holidays. The Hospital shall determine when the recognized holidays, as defined in Section 9.6, shall be observed and premium pay paid.

9.9 PTO Cashout. Upon a nurse's written request to the Employer's Payroll Department, a nurse may elect to cash out up to eighty (80) hours of the nurse's accrued but unused bank of

PTO hours. This amount of cashout must be pre-determined by the nurse at the time of election, the specific pay period when cashout payment is requested must be identified, and at both the time of cashout notice and cashout payment the nurse must have at least one hundred sixty (160) hours of accrued and unused PTO in the nurse's bank of PTO hours, or PTO cashout will not be permitted. Employees who have four hundred (400) or more accrued and unused PTO hours will be allowed to cash out up to two hundred forty (240) hours of accrued, but unused, PTO hours; provided that one (1) consecutive week of vacation has been taken in the last twelve (12) months.

9.10 PTO Donations. A nurse otherwise eligible to donate paid time off (PTO) under the Hospital's PTO donation policy shall be allowed to donate in four (4) hour increments, and not be limited to eight (8) hour increments.

ARTICLE 10 - EXTENDED ILLNESS BANK

10. General. The Extended Illness Bank (EIB) Program provides all eligible nurses with compensation for illness and/or injury, as required by this Agreement and subject to related Employer policies. Article 10, EXTENDED ILLNESS BANK, shall not apply to per diem nurses or a nurse who selects a wage premium in lieu of benefits as defined in Section 5.7. In all cases, EIB shall only be payable for regularly scheduled days of work. For purposes of determining a nurse's "regularly scheduled days of work" under this Section 10, FTE shall not be controlling. Rather, the nurse shall be entitled to take EIB up to the average number of hours worked over the preceding ninety (90) day period.

10.1 EIB Accumulation. Full-time and part-time nurses earn EIB from their date of hire, however, a nurse is not eligible to use EIB until the end of his/her introductory period. Full-time nurses shall accumulate paid EIB benefits at the rate of one-half (1/2) day [four (4) hours] for each month of continuous employment. (This rate of accrual shall be prorated for part-time nurses.) There shall be no maximum accumulation cap or related cap payout.

10.2 Notification. Any payment for time off due to unanticipated medical reasons (*i.e.*, sudden sickness, injury or emergency medical treatments) shall be subject to immediate notification of absence and expected duration which shall be given to the Employer as soon as possible on the first day of absence, and shall be updated by the nurse as the nurse's condition changes. This notice shall include the reason for the absence, as well as the expected length of the absence. Personnel Action Request (PAR) forms will be utilized. In addition, where use of EIB can be planned and scheduled in advance, the nurse shall notify the Employer as soon as possible.

10.3 EIB Proof of Medical Condition. The Employer reserves the right to require reasonable written proof of illness for absences of more than three (3) days.

10.4 Use of EIB. EIB benefits shall be paid at the nurse's regular rate of pay for regularly scheduled work hours lost due to an illness or injury which has actually incapacitated the nurse from work and prevented the nurse from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion, childbirth (but excluding nonmedical child care

and breast feeding) and leave necessary for the care of a child with a health condition requiring treatment or supervision or for the care of a spouse, domestic partner (per Section 5.9, Domestic Partner), parent, parent-in-law, grandchild (for whom the nurse has established to the Hospital's satisfaction that the nurse is the primary caregiver), or grandparent of the employee who has a serious health condition or an emergency condition. In all cases, EIB benefits shall only be paid after twenty-four (24) consecutive scheduled hours are lost from the nurse's regular work schedule. [The Employer may require reasonable written proof, including a health care provider's (as defined in the FMLA) for absences of more than three (3) days.] EIB shall be accessed immediately when the nurse's absence is required for hospitalization or surgery. In all cases, EIB shall only be payable for regularly scheduled days of work. Consecutive scheduled hours will be those hours regularly scheduled for a nurse, not to be mistaken for a normal five (5) day work week schedule. For example, if an eight (8) hour nurse is scheduled to work Sunday, Monday, Tuesday, Thursday, and Friday in a given week, and the nurse reports sick for Monday, Tuesday and Thursday, EIB will be accessed on the twenty-fifth (25th) hour of illness on the regularly scheduled Friday.

10.5 Worker's Compensation. In any case in which a nurse shall be entitled to benefits under the Industrial Insurance Act or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such Act by such nurse and the nurse's regular EIB/PTO pay benefits otherwise payable.

10.6 PTO/EIB Conversion. In the event of serious illness or injury while an employee is on a regularly scheduled vacation under PTO, the employee may request conversion of PTO actually used to the employee's EIB. To be eligible for this status, the illness or injury must have lasted over seventy-two (72) hours, and must have been debilitating in nature. An employee requesting such a leave exchange must submit a Personnel Action Request (PAR) form within five (5) calendar days of returning to work from vacation to the Department Head that explains the circumstances. (The Employer may require reasonable written proof, including a physician's statement at the Employer's discretion.) If recommended by the Department Head, the Administrator shall consider the leave conversion request.

ARTICLE 11 - SENIORITY, LOW CENSUS, LAYOFF AND RECALL

11.1 Seniority. Seniority shall be determined by the following understanding between the parties and shall be administered on the basis of Hospital-wide seniority for full-time and/or part-time employees.

11.1.1 A Seniority Roster for individuals employed in registered nurse or nursing management positions was established effective June 22, 1997, by calculating seniority based on most recent date of employment in the following manner:

11.1.1.1 For WSNA bargaining unit nurses employed on June 22, 1997, seniority was credited at one hundred percent (100%) of the service from the most recent date of employment; and

11.1.1.2 For non-WSNA bargaining unit personnel employed on June 22, 1997, previous WSNA bargaining unit employment [as well as Licensed Practical Nurse (LPN) employment] was credited at one hundred percent (100%) of service from the most recent date of employment and fifty percent (50%) of service from the most recent date of employment in other positions.

Once the Seniority Roster and its seniority levels were set effective June 22, 1997, service for seniority purposes was, and will be, added only by employment in the WSNA bargaining unit.

11.1.2 For anyone else hired or transferred into the WSNA bargaining unit after June 22, 1997, seniority accrues only by service based on most recent date of employment in the WSNA bargaining unit.

{Note: Per diem Nurses do not accrue seniority.}

11.2 Low Census.

11.2.1 Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours' report pay at the regular rate of pay. The Employer shall continue its efforts to provide at least two (2) hours' prior notice of low census day off. If prior to the start of a nurse's scheduled shift a nurse is notified of a mandatory low census day off less than two (2) hours prior to the start of that shift, the nurse shall receive four (4) hours of pay at the regular rate. Procedures for insuring effective contact and communication between nurses and the Hospital shall be referred to the Conference Committee.

11.2.2 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, volunteers being sought and considered first. The order will be volunteers, agency, per diem, and when possible, those working above their assigned FTE levels (per pay period). Nurses who volunteer for a low census day will be rotated to the bottom of the list.

11.2.3 Mandatory low census days will be given only after it is determined that there is not work for the nurse to perform elsewhere in the building. Nurses will be offered the option to float or orient to other units but will not be expected to take a full assignment where they have not the ability and/or orientation to the procedures and requirements.

11.2.4 When a nurse is placed by the Hospital on low census, the Hospital will not assign mandatory standby duty to the nurse. However, on a case-by-case basis, the nurse and supervisor may voluntarily agree on a variable amount of standby duty hours. In all such cases, one and one-half (1-1/2) times the regular rate of pay shall apply to actual work hours when called in from such standby duty. Standby pay shall be paid in addition to callback pay.

11.2.5 Mandatory low census will be limited to no more than forty-eight (48) hours per nurse per six (6) month period. The purpose of establishing a “48 hour low census cap” is to protect nursing staff against excessive loss of income and to provide the Nursing Department with a means to modify staffing levels to ensure that nurse resources are present to meet patient care requirements.

11.2.6 Guidelines For Administering Low Census Hours 48 Hour Cap: The following guidelines define how low census hours are to be treated regarding the cap for mandatory low census hours. The Hospital’s management and nurses shall be educated on following these guidelines.

1. Mandatory low census hours counting towards the 48 hour cap are those hours where management has mandated previously scheduled work time be taken off, including those hours where the nurse has volunteered for the mandatory low census. Nurses who request paid PTO for mandatory low census hours will have those hours count towards the 48-hour cap.

2. If a nurse requests low census time in advance (prior to the shift) this is not mandatory low census, and it will not count towards the mandatory cap. A request is when a nurse offers to take low census (the offer is always initiated by the nurse and the requesting nurse is not considered a volunteer). Mandatory low census is when the Hospital assigns low census time to the nurse or when a nurse volunteers for low census after the Hospital asks a nurse. A volunteer is when a nurse accepts the Hospital’s offer to take low census.

3. All low census hours will be noted by the employee on the payroll time sheet as Hospital convenience hours.

11.2.7 Record Keeping: The nursing manager for each unit will put in place a system for keeping record of mandatory low census and noting hours, which count towards the 48 hour cap. The nurse will have a responsibility to monitor her own hours and bring concerns in a timely manner to the attention of Nursing Administration

11.3 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 the requirements of Article 11.

11.4 Layoff Determinations. The parties recognize that, to the extent feasible, reductions in work force should be accomplished through attrition. If the Employer wishes to implement a layoff of Registered Nurses, the Employer shall first meet with the Association to explain the

rational for the proposed layoff as well as to collaboratively explore concerns which may be raised and possible solutions. This section shall not impose a time restriction on the Employer's ability to implement a layoff.

11.5 Layoff. Where skill, ability, experience, competence or qualifications are not overriding factors on the basis of relevant criteria, seniority shall be controlling in layoff and recall. In all instances of layoff and recall, the following procedures shall be followed.

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

“Layoff” shall mean any mandatory full or partial reduction in a nurse’s hours.

“Qualified” means the ability to independently provide, based on the job description and competencies pertinent to the applicable unit, safe, direct patient care on the unit with up to four (4) weeks of retraining.

“Displaced Nurse” is a nurse whose hours have been reduced or eliminated or whose shift or unit has been changed by the Employer during a layoff but the nurse’s seniority allows the nurse to avoid layoff by bumping into the position(s) of a least senior nurse(s).

“Comparable Position” is a position with the same FTE and shift as the nurse’s current position for which the nurse is qualified.

“Low Seniority Roster” is a listing of the positions of the least senior full time and part time employees in the bargaining unit. The Low Seniority Roster shall identify positions, including split positions, by unit, shift and FTE. The size of the Low Seniority Roster will be the eight (8) least senior positions in the bargaining unit (including any vacant positions that have not been filled in accordance with Section 11.5.2.1 of this Article), plus an additional number of positions (moving up the seniority roster) equal to the number of nurses subject to layoff on that particular occasion after intra unit bumps have been made (see, Section 11.5.2.5 (A) herein). (Example: If the positions of three RNs are identified for layoff, the Low Seniority Roster would consist of the eleven (11) least senior nurse positions in the bargaining unit.). The combined FTEs of the positions on the Low Seniority Roster must equal at least the combined FTEs of the positions identified for layoff.

11.5.2 Layoff Procedure. In the event of a layoff, the following procedures shall be followed:

11.5.2.1 Vacant Positions Posted. Prior to implementing a layoff, the Employer shall post any vacant positions to be filled according to the job posting provisions of this Agreement.

11.5.2.2 Notice/Meeting. The Employer will give at least thirty (30) calendar days’ advance written notice of a layoff to the Association, the Local Unit Chairperson

and any nurses who may be laid off. The Employer and the Association will meet following receipt of the notice to discuss the timing and procedure of the impending layoff as well as possible alternatives to layoff. The Association and the Employer shall continue to meet until the layoff procedures have been completed in order to address issues which may arise. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff.

11.5.2.3 Seniority Roster. Contemporaneous with providing the above Notice of Layoff, the Employer shall provide the Association with a current roster of each of the nurses in the bargaining unit listing each nurse's seniority, unit(s), shift(s) and FTE. The roster shall list nurses by inverse order of seniority so that the least senior positions are readily identifiable.

11.5.2.4 Identification of Affected Positions. Contemporaneous with providing the above Notice of Layoff, the Employer shall identify the unit(s), shift(s) and number of FTEs which will be subject to layoff. The position(s) of the least senior nurse(s) on a unit and shift identified for a reduction shall be eliminated until the requisite FTE reduction has been accomplished. Nurses holding the positions eliminated shall be considered "Displaced" and shall have the following bumping rights.

11.5.2.5 Bumping Rights. It is the intent of this process to allow Displaced Nurses, by seniority, to maintain, but not increase, their FTE, except as provided herein. Accordingly, Displaced Nurses shall have the following rights to bump into positions of less senior nurses in the bargaining unit:

A) Within a Unit. A Displaced Nurse, wishing to remain on his/her unit may look to the position(s) of the least senior nurse(s) on the Displaced Nurse's unit on either of the other shifts, as follows:

1) Same FTE. If the least senior nurse's position on either of the other shifts has an equal FTE to that of the Displaced Nurse, the Displaced Nurse may bump into that position; or

2) Lesser FTE. If the least senior nurse's position on either of the other shifts has a lesser FTE, the Displaced Nurse may also elect to bump into the position of the least senior nurse on another shift with a lesser FTE and either accept the remaining FTE reduction; or

3) Greater FTE. If the least senior nurse's position has more hours than the Displaced Nurse's position, the Displaced Nurse may elect to increase their FTE and bump into the least senior nurse's position; or the Displaced Nurse may elect to bump to a different unit within the bargaining unit as follows:

B) House wide. A Displaced Nurse may choose to bump outside his/her unit from the Low Seniority Roster. The most senior nurse subject to layoff shall be the first to select from the Low Seniority Roster. The nurse may select any less senior position or reasonable

combination of positions from the Low Seniority Roster for which the nurse is qualified in order to allow the nurse to retain up to the nurse's pre layoff FTE. Nurses bumped from the Low Seniority Roster shall be considered Displaced and shall be given the opportunity to select other less senior positions from the Low Seniority Roster, if any, according to their seniority. By seniority, nurses will be allowed to select positions or reasonable combinations of positions from the Low Seniority Roster until no less senior positions remain for which Displaced Nurses are qualified.

NOTE: if positions on the same unit and shift appear on the Low Seniority Roster, the least senior position shall be bumped prior to affecting the position of the more senior nurse.

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

11.5.4 Use of Laid Off Nurses. Nurses on layoff may transfer to per diem status while waiting to obtain a regular position where such per diem positions are available, without affecting the nurse's right to bid on a position under the Recall provisions herein. An offer to work additional shifts shall not be considered a recall.

11.5.5 Use of Paid Leave. Nurses shall receive payment for all accrued PTO 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 PTO 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.

11.5.6 No New Hires. As long as any nurse remains on layoff status, the Employer shall not newly employ nurses into the Bargaining Unit until all qualified nurses holding recall rights have been offered the position.

11.5.7 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 reserve position shall not affect a nurse's recall rights. If a nurse is unable to obtain a Comparable Position or refuses a Comparable Position within the twelve (12) month recall period, the nurse's seniority shall be lost.

11.5.8 Notice of Recall. When a vacant position occurs notice of recall shall be given in writing to qualified nurses on the recall list by seniority. Nurses will be contacted by telephone and/or email and by certified mail. The most senior nurse on the recall roster will be offered the position first. The nurse must accept or refuse recall within seven (7) days of receipt of the notice. It is the nurse's responsibility to keep the Employer informed as to his or her current mailing address and phone number.

11.5.9 Three Weeks' Report Time. A nurse accepting a position who has been on the recall roster will be allowed up to three (3) weeks to report to work.

11.5.10 Restoration of Seniority and Benefits. 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.

11.5.11 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 & Medical Leave. An eligible nurse shall be entitled to use unpaid leave under the procedures of this Section. An eligible nurse is one who has been employed by the Employer for at least twelve (12) months, which need not be continuous or consecutive, and during the previous twelve (12) month period worked at least one thousand two hundred fifty (1,250) hours for the Employer.

12.2.1 Leave may be taken for up to twelve (12) work weeks during a twelve (12) month period (measured forward from the date the nurse first takes family and medical leave under this Section) to care for (1) the nurse's newborn child, newly adopted child, or newly placed foster child; (2) the nurse's spouse, domestic partner (per Section 5.9, Domestic Partner), child or parent with a serious health condition; or (3) the nurse's own serious health condition that leaves the nurse unable to perform the essential functions of the job. (A serious health condition is one that requires inpatient care or continuing medical treatment.) Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy or childbirth.

12.2.2 A nurse must give thirty (30) days' advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as practicable. Prior to approving a request for a leave for a serious health condition, the Employer may require confirmation from a health care provider of the need for and probable duration of leave, with such confirmation provided to the Employer within fifteen (15) days of notice for such. Should it deem necessary, the Employer may (at its expense) obtain an opinion from a second health care provider of the Employer's choosing, or third health care provider chosen jointly by the nurse and the Employer should there be a continuing disagreement on the need for such leave.

12.2.3 If leave under this Section is required for planned medical treatment, the nurse must make a reasonable effort to schedule treatment so as not to unduly disrupt Employer operations. Approved leave may be granted for up to the twelve (12) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced work week schedule.

In such instances, however, and subject to Section 12.2.2, the nurse must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Employer may transfer the nurse temporarily to an available alternative position with equivalent pay and benefits.

12.2.4 If a nurse takes leave to care for the nurse's newborn or adopted child, the nurse may (or the Employer may require the nurse to) use available accrued paid time off (PTO) hours while on family and medical leave. If the nurse takes leave to care for him or herself or a sick child with a serious illness, the nurse may (or the Employer may require the nurse to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave.

12.2.5 For the duration of an approved leave under this Section, the Employer will continue the nurse's existing health insurance (medical and dental) under the same conditions as would have been provided to the nurse if the nurse were not on such leave. (If a nurse does not return to work from such leave, the nurse must reimburse the Employer for all premiums paid for the nurse during such leave.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (*e.g.*, PTO/EIB) during such leave. While a nurse is on family and medical leave, the Employer may require the nurse to report to the nurse's Manager on a monthly basis, regarding the nurse's status and intention to return to work.

12.2.6 On completion of such leave, the nurse will be assigned to the same position, or a position with equivalent pay, FTE status, shift, and unit unless the Employer has other independent reasons that prevent such reassignment (*e.g.*, reorganization, discharge for cause, or reduction in workforce, shifts or hours).

12.2.7 FMLA & the Military.

12.2.7.1 FMLA & Family Member Active Duty Exigency. An eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse or domestic partner (per Section 5.9, Domestic Partner), son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

12.2.7.2 FMLA Leave to Care for an Injured Service Member. An eligible nurse is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for a spouse or domestic partner (per Section 5.9, Domestic Partner), son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Per diems, 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 Active Duty/Active Training Duty Military Leave. A nurse shall be entitled to military leave with normal pay (regular pay on regular shifts missed) not to exceed twenty-one (21)

working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps per diem of the United States or of any organized per diem or armed forces of the United States.

12.4 Military Spouse/Domestic Partner Deployment Leave. Up to fifteen (15) business days of leave will be granted to a qualified nurse [nurse who averages twenty (20) or more hours of work per week] whose spouse or domestic partner (per Section 5.9, Domestic Partner) is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, PTO and/or EIB may be used, at the nurse's discretion. The nurse must provide the Hospital with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse or domestic partner will be on leave or of an impending call to active duty.

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 Hospital services.

12.6 Education and Professional Time. Regular full-time and part-time nurses shall be provided at least twenty-four (24) hours of paid education time per calendar year for purposes of attending educational meetings approved by the Employer, such as workshops, seminars, and educational programs, including online offerings and independent study coursework eligible for Continuing Education credits; provided the number of nurses wishing to attend does not jeopardize the Hospital service. The term "educational meetings" is defined as those conducted to develop the skills and qualifications of nurses 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. The twenty-four (24) hours of allowed paid education time shall not include time spent on education that is required for the nurse to work in his/her unit. 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. Additionally, regular full-time or part-time nurses shall be reimbursed for approved programs (with receipts), not to exceed Three Hundred and Fifty Dollars (\$350.00) per calendar year related to such educational meetings, including travel/hotel expenses, tuition, registration fees, *etc.* or for the purpose of purchasing educational materials for self-study or costs of certifications; provided, such reimbursement does not in the Employer's judgment jeopardize budgetary constraints. Notwithstanding the preceding sentence, the Employer shall reimburse the nurse for any above-listed expenses that have been pre-approved by the Employer. On a case-by-case basis, the Employer may in its discretion exceed this annual reimbursement level, when the Hospital determines there are sufficient special circumstances.

12.7 Health and Parenting Leave. Separate from Family & Medical Leave (FMLA Leave), as provided under Section 12.2 of this Agreement, upon completion of the introductory period, a leave without pay for up to six (6) months without loss of benefits accrued to the date such leave

commences shall be granted for health or disability reasons or parenting reasons (*i.e.*, maternity, paternity or legal adoption) pursuant to this Section. During such leave, a nurse may (or the Hospital may require the nurse to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours, as appropriate.

12.7.1 Pregnancy Disability. When a nurse is disabled due to pregnancy, she shall be granted such leave for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse will be returned to the first available position for which the nurse is qualified.

12.7.2 Other Health, Disability or Parenting Leave. After one (1) year of continuous employment, a nurse not eligible for FMLA leave shall be granted health, disability or parenting leave and returned to work on the same unit, shift and former full-time or part-time status if the nurse's absence from work does not exceed twelve (12) weeks. For any nurse who has completed the introductory period (FMLA eligible or not) and whose leave exceeds twelve (12) weeks but is less than six (6) months, the nurse shall be offered the first available opening for which the nurse is qualified.

12.8 Jury Duty. Regular full-time and part-time nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their regular rate of pay.

12.9 Personal Leave. All nurses covered by this Agreement shall be granted three (3) days off per year without pay upon request, provided the nurse makes such request fourteen (14) days in advance of the personal leave day, and provided further such leave does not jeopardize Hospital service.

12.10 Bereavement Leave. Up to three (3) days of paid leave in lieu of regularly scheduled work days shall be allowed for death in the immediate family. An additional two (2) days may be granted for a maximum of five (5) days when extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, spouse or domestic partner (per Section 5.9, Domestic Partner), brother, sister, child, grandchild, or the in-law equivalent of parent, brother or sister.

12.11 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.

12.12 Unpaid Leave. A leave of absence without pay guarantees the nurse first choice on the first available similar opening for which the nurse is qualified except as otherwise provided herein.

12.13 Worker's Compensation. Nurses receiving industrial insurance benefits for less than twelve (12) weeks shall be guaranteed reinstatement to their former positions, shift and status.

Nurses receiving industrial insurance benefits for more than twelve (12) weeks shall have 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. A nurse shall have access to the nurse's own personnel file. After the completion of the introductory period, the Employer shall at the written request of a nurse 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 formerly employed 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, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

13.2 Job Posting. Notices of nurse positions to be filled shall be posted on a previously designated bulletin board and on the Hospital website at least seven (7) days in advance of permanently filling the position in order to afford presently employed nurses the first opportunity to apply. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of length of service; providing the skill, ability, experience, competence or qualifications of applicants and replacements are not overriding factors. The Employer shall make every effort to facilitate the movement of night shift nurses to the day or evening shifts if desired by the nurse.

13.3 Meetings and Inservices. Nurses shall be compensated at the appropriate rate for all time spent at meetings or inservices required by the Employer and at Practice Council of Nursing meetings.

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.

13.5 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 Personnel Action Forms. Written personnel action forms shall be used to specify conditions of hiring, termination, pay, shift, or leave of absence. Reasons for the termination, change in status, pay, shift and leave of absence shall be noted in the forms by both the nurse and Employer whenever possible, and upon request, the nurse shall be given one (1) copy of the form.

13.7 Orientation and Training. Nurses will not be required to take a patient assignment in those areas within the Hospital where they have not received orientation and training. Nurses

shall not be required to perform tasks or procedures for which they have not been trained so that they may be able to perform the duties associated with the assignment safely and independently for both the patients and the nurses involved.

13.7.1 Nurses are encouraged to notify the Nurse Manager/Supervisor if they desire or believe they require additional training or experience to maintain competency in a unit other than their primary assignment. The nurse and Nurse Manager/Supervisor will assess and develop an action plan that is mutually agreeable to meet the ongoing competency requirements.

13.7.2 The parties agree that orientation and/or training questions related to nurses are important subjects to nurses and the Hospital, and therefore, recognize that either topic is an appropriate agenda item at WHMC-WSNA Conference Committee and/or Practice Council of Nursing meetings.

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, EIB accrued and PTO accrued, and payroll statements shall clearly indicate the rate of pay for all hours worked.

13.9 Performance Evaluations. A written performance evaluation shall be conducted at the end of the introductory 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. Nurses will be given a preliminary evaluation halfway through their introductory period. (However, it is understood that inadvertent failure to provide such evaluation shall not affect a nurse's introductory status.)

13.10 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 Hospital 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.

13.11 Safety Committee.

The Employer shall provide a safe and healthy work place in compliance with federal, state and local laws applicable to the safety and health of its employees. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols, shall be furnished. The Employer will provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Employer shall continue its Safety Committee in accordance with existing regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer of education and preventive health measures for the workplace and its employees including issues of workplace violence prevention and response. Nurses are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee by utilizing the Safety Intelligence Network ("SI") along with a Violent Act Report. Upon request,

redacted copies of the reports (with patient-identifying information redacted) will be made available to the Committee. Committee membership shall include at least two and up to three (3) registered nurses appointed by the Association. The Hospital will provide nurses who are unable to work because of an incident of workplace violence with paid medical leave as may be required under federal and state law, and necessary counseling through the Employee Assistance Program. Time spent on the Safety Committee shall be paid at the regular rate of pay.

13.11.1 The Hospital is committed to providing its employees with a nonviolent workplace and will not tolerate workplace violence. To support this commitment, the Hospital will maintain a plan to prevent and protect employees from violence at the Hospital. The plan will include the elements of Risk Assessment and Analysis, Risk Reduction Strategies, Incident Response Procedures and Periodic Review of the plan. This plan will include posted signs in prominent areas regarding the Medical Center's stance on aggressive behavior. The Safety Committee may provide input to management regarding the implementation and impact of the plan. The Hospital will provide nurses who are unable to work because of an incident of workplace violence with paid medical leave as may be required under federal and state law.

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 covered under the Employer's group medical and dental insurance program. The Employer shall pay one hundred percent (100%) of the premium cost of coverage for eligible nurses regularly scheduled to work twenty-four (24) hours per week or more (.6 FTE status or more) for the least costly health insurance plan offered by the Employer, which is not a consumer-driven health plan. As for other eligible part-time nurses, the Employer shall pay one-half (1/2) the full-time employee rate and the nurse shall pay the other one-half (1/2) through payroll deduction. The Employer's obligation and liability shall be limited to paying the premium costs for a nurse's self-coverage under the least costly health insurance plan offered by Employer. The Employer shall not contribute to the payment of nurses' premiums on a less favorable basis than it does for other bargaining unit employees. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements. Eligible nurses must pay for any desired dependent coverage, which shall also include "qualified domestic partners", subject to plan eligibility rules. [Eligible nurses desiring "qualified domestic partner" coverage may be required to submit documents.] The Association may appoint a nurse to the Employer's Employee Benefits Committee. 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.

14.2 TB Health Tests. At the time of employment and upon request by a bargaining unit member (but no more frequently than once per year) thereafter, the Employer shall arrange for nurses to take a TB skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will arrange for a chest X-ray, and annually thereafter as is required, at no cost to the nurse. Said tests and X-rays shall be performed at the Employer's Hospital unless they can be performed elsewhere at no cost to the Employer.

14.3 Other Health Tests. Nurses shall be entitled to routine blood examinations and urinalysis performed annually at the Employer's Hospital without cost.

14.4 Life Insurance. Subject to plan eligibility requirements, the Employer shall provide all eligible nurses with life and accidental death and dismemberment insurance. In the event the Employer modifies its current life and accidental death and dismemberment insurance plan(s) 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.

14.5 Disability Insurance. Subject to plan eligibility requirements, the Employer shall provide all eligible nurses with long-term disability insurance, and shall pay the full premium for the base plan for all such nurses. Such disability insurance shall be provided to all eligible nurses regularly scheduled to work twenty-four (24) hours per week or more (.6 FTE status or more).

ARTICLE 15 - RETIREMENT PLAN

15.1 Retirement Plan. The Employer shall provide during the term of this Agreement a retirement plan. 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 personnel and other mutual problems. 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 quarterly and shall consist of three (3) representatives of management and three (3) representatives of the nurses covered by this Agreement. All members of the Committee shall be employees of the Employer.

16.2 Practice Council of Nursing. A Practice Council of Nursing shall be instituted and maintained in the Employer's Hospital and meet at least once quarterly. In addition to members appointed by the Employer, at least fifty percent (50%) of the Council members [no less than three (3)] shall consist of registered nurses selected by nurses covered by this Agreement. In addition, the WSNA may also designate one (1) standing member of the Council. The purpose of this Council is to discuss and advance nursing practices. The Council shall strive to have membership from all areas of the organization. The Council will identify, maintain, and modify standards of nursing practice within the organization. This Council shall be advisory.

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 defined as an alleged breach of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. Therefore, before filing a grievance, it should first be discussed by the nurse with the immediate supervisor, where appropriate. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

18.2 Step 1 - Nurse and Immediate Supervisor: If any nurse has a grievance, the nurse shall reduce the grievance to writing and shall deliver the grievance to the nurse's immediate supervisor within twenty-one (21) calendar days from the date the nurse was or should have been aware a grievance existed. The written grievance shall contain a description of the grievance, the Agreement section alleged to have been violated, the date it occurred, and the remedy the grievant is requesting. Within fourteen (14) calendar days thereafter, the nurse and a Local Unit Chairperson (or designee) shall discuss the grievance with the nurse's immediate supervisor (and a Human Resources representative, if the Employer so desires). The supervisor shall respond in writing to the nurse and the Local Unit Officer (or designee) within fourteen (14) calendar days of the Step 1 meeting.

18.3 Step 2 - Nurse, Local Unit Chairperson and Chief Nurse Executive: If the grievance is not resolved at Step 1, the nurse may reduce the grievance to writing and submit it to the Chief Nurse Executive (or designee) within fourteen (14) calendar days from the receipt of the Step 1 response. The Association may initiate a grievance at Step 2 if the grievance involves a group of nurses and if the grievance is submitted in writing within twenty-one (21) calendar days from the date the nurses were or should have been aware a grievance existed. A conference between the nurse, the Local Unit Chairperson, or designee and the Chief Nurse Executive, or designee (and a Human Resources representative, if the Employer so desires) shall be held within fourteen (14) calendar days after receipt of the Step 2 submission. The Chief Nurse Executive, or designee, shall endeavor to resolve the grievance and will respond in writing to the nurse and Local Unit Officer, or designee, within fourteen (14) calendar days of the Step 2 meeting.

18.4 Step 3 - Administrator and Association Representative: If the grievance is not resolved at Step 2, the nurse may present the written grievance to the Hospital Administrator or

designee within fourteen (14) calendar days from the receipt of the Step 2 response. The Administrator or designee and the Association representative shall meet within fourteen (14) calendar days of receipt of the Step 3 submission for the purpose of resolving the grievance. The Hospital Administrator or designee shall respond in writing to the nurse and Local Unit Officer, or designee, within twenty-one (21) calendar days after the Step 3 meeting.

18.5 Step 4 - Binding Arbitration: If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to a final and binding arbitration within fourteen (14) calendar days following the receipt of the Hospital Administrator's or designee's response. The Association shall promptly request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The parties may decide to request an arbitrator panel from Washington and Oregon. The party to strike the first name shall be determined by coin toss. 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 his or her decision solely on the contractual obligations expressed in this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she 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 his or her own judgment or determination for that of the Employer. If a nurse feels the Employer's determination is based upon bad faith, is arbitrary and capricious, is based on irrelevant information or favoritism, the nurse shall have recourse to the grievance procedure. 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 (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 19 - STAFFING

19.1 Staffing. 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 WHMC-WSNA Conference Committee consideration. A nurse questioning the level of staffing on her/his unit shall communicate this concern to her/his immediate supervisor who will utilize available management resources to attempt to resolve the situation. When appropriate, the nurse should use appropriate forms to document the situation, a copy to be given to the supervisor, and the nurse to receive a written response. Standards established by the Centers for Medicare/Medicaid and Washington State Department of Health ("DOH") shall be considered relevant criteria for determining appropriate staffing levels.

19.1.1 Nurse Staffing Committee. The parties agree to continually work toward an equitable system of insuring adequate Registered Nurse staffing to meet patient needs. This shall be accomplished through the Nurse Staffing Committee (“NSC”). A purpose of the Committee shall be to discuss and consider alternative methodologies to accomplish this goal which might include the development, implementation, and evaluation of appropriate systems. Standards established by the hospital accreditation organization selected by the Hospital shall be considered relevant criteria for determining appropriate staffing levels. At least one-half of the members of the NSC shall be members of the bargaining unit, chosen by the Association. The NSC will meet monthly or as otherwise agreed upon by NSC members. The Association may appoint up to three (3) designated alternate members of the NSC. The Local Unit Chair will provide the Chief Nursing Officer with agendas and minutes at least seven (7) days in advance of each meeting. Nurses shall be relieved of all other work duties and shall receive her/his regular rate of pay for time spent in an NSC meeting. The CEO will attend the meeting to hear concerns and recommendations at least semiannually. The Hospital will not engage in any form of retaliation against a nurse who participates in, or engages with, the NSC on matters related to NSC business.

19.1.2 Staffing levels. The Hospital will strive to maintain staffing levels that provide for safe patient care and the health and safety of nurses. To accomplish this goal, the Hospital shall endeavor to:

19.1.2.1 Provide staffing levels that enable the nurses the opportunity to receive meal and rest breaks.

19.1.2.2 Provide staffing levels that enable nurses to utilize their accrued paid time off pursuant to Article 9.

19.1.2.3 Refrain from assigning nurses to provide care to more patients than anticipated by the agreed staffing guidelines and relevant safety requirements.

19.2 Staff Development. Inservice education and orientation programs shall be instituted and maintained, with programs posted in advance. Inservice 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 Centers for Medicare/Medicaid and Washington State Department of Health (“DOH”). 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 Successorship. In the event of an acquisition by another entity, the Hospital and the Association will make a good faith effort to have timely communications in an effort to address staff concerns and minimize the potential adverse impacts on staff. In particular, the parties will use good faith efforts to adhere to the following guidelines:

- a. The Hospital will inform nurses of a potential acquisition at least one hundred eighty (180) calendar days in advance of the acquisition.
- b. Upon request by the Association, the Hospital and the Association shall meet to negotiate the effects of an acquisition that will impact the future of employees.
- c. The Hospital will inform the potential acquiring entity of the existence of this Agreement and encourage the new employer following an acquisition to offer employment to all bargaining unit members, or to as many bargaining unit members as are needed to perform the operations covered by this Agreement that the third party is being assigned at terms and conditions no worse than the terms and conditions in existence under the agreement in the interest of preserving a high-quality workforce.

ARTICLE 21 - MANAGEMENT RIGHTS

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. This Agreement shall become effective on April 1, 2022, and shall continue in full force and effect through and including March 31, 2025. Should either party desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the other party ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless the parties mutually agree to extend the Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates indicated below:


FOR WHIDBEYHEALTH

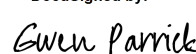
DocuSigned by:
 5/23/2022
 Mike Layfield, CEO Date


FOR WASHINGTON STATE NURSES ASSOCIATION

DocuSigned by:
 5/21/2022
 Laura Black RN Date

DocuSigned by:
 5/23/2022
 Luka Cobb BSN RN Date


DocuSigned by:
 5/22/2022
 Luisa Dizon BSN RN Date

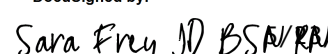
DocuSigned by:
 5/23/2022
 Gwen Parrick RN Date

DocuSigned by:
 5/23/2022
 Michael Sanderson Date
 WSNA Labor Counsel

DocuSigned by:
 5/23/2022
 Doreen Painter RN Date

DocuSigned by:
 5/23/2022
 Rebecca Pina RN CEN Date

DocuSigned by:
 5/22/2022
 Ann Bell RN Date

DocuSigned by:
 5/23/2022
 Sara Frey JD BSN RN Date

APPENDIX A:

Effective April 1, 2022		Effective July 1, 2022		Effective April 1, 2023		Effective April 1, 2024	
Base Starting Rate	\$29.275	Base	\$30.006	Base	\$31.207	Base	\$33.079
After one (1) year of continuous employment	\$30.542	1	\$31.306	1	\$32.558	1	\$34.512
2	\$31.844	2	\$32.640	2	\$33.945	2	\$35.982
3	\$33.145	3	\$33.973	3	\$35.332	3	\$37.452
4	\$34.467	4	\$35.329	4	\$36.742	4	\$38.947
5	\$35.724	5	\$36.617	5	\$38.082	5	\$40.367
6	\$37.058	6	\$37.984	6	\$39.503	6	\$41.874
7	\$38.348	7	\$39.306	7	\$40.879	7	\$43.331
8	\$39.670	8	\$40.662	8	\$42.288	8	\$44.826
9	\$40.928	9	\$41.951	9	\$43.629	9	\$46.247
10	\$42.262	10	\$43.318	10	\$45.051	10	\$47.754
11	\$42.262	11	\$43.318	11	\$45.051	11	\$47.754
12	\$43.540	12	\$44.629	12	\$46.414	12	\$49.199
13	\$43.540	13	\$44.629	13	\$46.414	13	\$49.199
14	\$44.841	14	\$45.962	14	\$47.800	14	\$50.668
15	\$44.841	15	\$45.962	15	\$47.800	15	\$50.668
16	\$46.186	16	\$47.340	16	\$49.234	16	\$52.188
17	\$46.186	17	\$47.340	17	\$49.234	17	\$52.188
18	\$47.530	18	\$48.719	18	\$50.667	18	\$53.707
19	\$47.530	19	\$48.719	19	\$50.667	19	\$53.707
20	\$48.973	20	\$50.197	20	\$52.205	20	\$55.337
21	\$48.973	21	\$50.197	21	\$52.205	21	\$55.337
22	\$50.438	22	\$51.699	22	\$53.767	22	\$56.993
23	\$50.438	23	\$51.699	23	\$53.767	23	\$56.993
24	\$51.958	24	\$53.257	24	\$55.387	24	\$58.710
25	\$51.958	25	\$53.257	25	\$55.387	25	\$58.710
26	\$52.996	26	\$54.321	26	\$56.494	26	\$59.884
27	\$52.996	27	\$54.321	27	\$56.494	27	\$59.884
28	\$54.056	28	\$55.407	28	\$57.624	28	\$61.081
29	\$54.056	29	\$55.407	29	\$57.624	29	\$61.081
30	\$55.139	30	\$56.517	30	\$58.778	30	\$62.305

Charge Nurse (per hour premium) \$3.00

MEMORANDUM OF UNDERSTANDING


**By and Between
WHIDBEYHEALTH**

And

WASHINGTON STATE NURSES ASSOCIATION

WhidbeyHealth (the “Employer”) and the Washington State Nurses Association (“Association”) through this Memorandum of Understanding (“MOU”) agree that any Nurse who has a written affidavit [Appendix C of predecessor Collective Bargaining Agreement (“CBA”) of “Domestic Partner Status” on file with the Hospital as of March 4, 2016, shall be able to continue such CBA Domestic Partner status and existing leave rights under the CBA at that time until the affidavit is terminated by its terms.

FOR WHIDBEYHEALTH

By:  _____
DocuSigned by:
Michael Layfield
1D6A7851C9ED48F...

Its: CEO

Date: 6/23/2022

FOR WASHINGTON STATE
NURSES ASSOCIATION

By:  _____
DocuSigned by:
Michael A. Sanderson
6DE4D30D7A1A4AC...

Its: General Counsel

Date: 6/25/2022

INNOVATIVE WORK SCHEDULE AGREEMENT - RN

10 HOUR SHIFT

This constitutes an innovative work schedule as referred to in Section 7.2 of the WHMC-WSNA RN Collective Bargaining Agreement. If either party desires to alter or revoke the agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

- Rest between shifts: There will be an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreeable to the employer and the nurse. Any time worked without ten (10) hours rest, shall be paid at a premium rate of one and one half (1-½) times the regular rate. Time paid for but not worked (*e.g.*, standby) shall not be counted as time worked for purposes of calculating overtime.
- Overtime: Overtime will be paid when the nurse works beyond a ten (10) hour work shift. All premium overtime shall be computed at one and one half (1-½) times the regular rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time rate. When a nurse under a 10 Hour Agreement works an Eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceeds twelve (12) hours.
- Meal and Rest Periods: Two (2) fifteen minute paid rest periods will be provided during each shift. One (1) unpaid meal period will be provided during the shift.
- Shift Differential: The applicable shift differentials will be paid for all hours worked between 3:00 p.m. and 7:00 a.m. Employee will receive shift differential for the actual hours worked during evening and night shift, as appropriate, instead of majority of hours standard.
- Call Back: When called back to work from scheduled call time, hours worked will be paid at the rate of one and one-half (1-½) times for the first twelve (12) hours and double time for time in excess of twelve (12) hours in a twenty-four (24) hour period with a minimum of three (3) hours.
- Holiday not worked: If a holiday falls during a nurse's scheduled work week and the nurse does not work on the designated holiday, the nurse may use PTO.
- Holiday worked: A nurse required to work on a designated holiday shall be paid at the rate of one and one-half (1-½) times the nurse's regular rate of pay for the hours between 11:00 p.m. the night before the designated premium pay day to 11:00 p.m. of the premium pay day, and may receive in addition, a maximum of eight (8) hour PTO (computed at the nurse's regular rate).

- Payment of Education Days, PTO and EIB: Education days, PTO and EIB will be paid (not earned or accrued) in either eight (8) hour increments or increments equal to a nurse's innovative work shift, at the nurse's option, to be exercised by the nurse no more than once per calendar year. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.
- Other: Ten (10) hour shifts established on a unit-wide basis may be terminated by nurses only by a majority vote of the nurses in the unit. An individual nurse in a Ten (10) hour unit wishing to terminate this agreement may apply for any available eight (8) hour shift job vacancy. Other terms and conditions of the WSNA RN contract apply to the ten (10) hour shift nurses.

FORTY (40) HOUR WORK WEEK:

_____ I understand I am paid on the basis of a **forty (40) hour work week**, and hours worked beyond forty (40) in a seven (7) calendar day pay period will be paid at overtime [one and one-half (1-½) times the regular hourly rate]. Hours worked in excess of a 10-hour shift shall be paid at overtime [one and one-half (1-½) times the regular hourly rate].

Employee Signature

Date

Department Director Signature

Date

cc: Payroll
Personnel File

INNOVATIVE WORK SCHEDULE AGREEMENT - RN

12 HOUR SHIFT

This constitutes an innovative work schedule as referred to in Section 7.2 of the WHMC-WSNA RN Collective Bargaining Agreement. If either party desires to alter or revoke the agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

- **Rest between shifts:** There will be an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreeable to the employer and the nurse. Any time worked without ten (10) hours rest, shall be paid at a premium rate of one and one half (1-½) times the regular rate. Time paid for but not worked (*e.g.*, standby) shall not be counted as time worked for purposes of calculating overtime.
- **Overtime:** Overtime will be paid when the nurse works beyond a twelve (12) hour work shift. Additionally, a .9 FTE nurse will receive overtime after working three (3) twelve-hour shifts in a seven (7) day period, when requested by the Hospital. All premium overtime shall be computed at one and one-half (1-½) times the regular rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time rate. When a nurse under a 12 Hour Agreement works a ten (10) hour shift, overtime will be paid after the ten (10) hours and double time will be paid when he/she exceeds twelve (12) hours of work. When a nurse under a twelve (12) hour agreement works an eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceeds twelve (12) hours.
- **Meal and Rest Periods:** A fifteen (15) minute paid rest period will be provided during each four (4) hour period. Two (2) meal periods, one (1) paid and one (1) unpaid, will be provided during a twelve (12) hour shift. One (1) unpaid meal period will be provided during eight (8) and ten (10) hour shifts.
- **Shift Differential:** The applicable shift differentials will be paid for all hours worked between 3:00 p.m. and 7:00 a.m. Employee will receive shift differential for the actual hours worked during evening and night shift, as appropriate, instead of majority of hours standard.
- **Call Back:** When called back to work from scheduled call time, hours worked will be paid at the rate of one and one-half (1-½) times for the first twelve (12) hours and double time for time in excess of twelve (12) hours in a twenty-four (24) hour period with a minimum of three (3) hours.
- **Holiday not worked:** If a holiday falls during a nurse's scheduled work week and the nurse does not work on the designated holiday, the nurse may use PTO.

- Holiday worked: A nurse required to work on a designated holiday shall be paid at the rate of one and one-half (1-½) times the nurse's regular rate of pay for the hours between 11:00 p.m. the night before the designated premium pay day to 11:00 p.m. of the premium pay day, and may receive in addition, a maximum of eight (8) hour PTO (computed at the nurse's regular rate).
- Payment of Education Days, PTO and EIB: Education days, PTO and EIB will be paid (not earned or accrued) in either eight (8) hour increments or increments equal to a nurse's innovative work shift, at the nurse's option, to be exercised by the nurse no more than once per calendar year. Education hours paid pursuant to Section 12.6, Education Time, shall be for the amount of scheduled work hours a nurse has actually missed due to attending and traveling to and from an education program. If a nurse is not scheduled to work, education hours paid pursuant to Section 12.6 of this Agreement shall be for the actual hours attending and traveling to and from an education program, not to exceed eight (8) hours or the length of the nurse's innovative schedule, as chosen by the nurse in accordance with the provision above in this section.
- Other: Twelve (12) hour shifts established on a unit-wide basis may be terminated by nurses only by a majority vote of the nurses in the unit. An individual nurse in a twelve (12) hour unit wishing to terminate this agreement may apply for any available eight (8) hour shift job vacancy. Other terms and conditions of the WSNA RN contract apply to the twelve (12) hour shift nurses.

FORTY (40) HOUR WORK WEEK:

_____ I understand I am paid on the basis of a **forty (40) hour work week**, and hours worked beyond thirty-six (36) in a seven (7) calendar day pay period will be paid at overtime [one and one-half (1-½) times the regular hourly rate]. Hours worked in excess of a 12-hour shift shall be paid at overtime [one and one-half (1-½) times the regular hourly rate].

Employee Signature

Date

Department Director Signature

Date

cc: Payroll
Personnel File

MEMORANDUM OF UNDERSTANDING


“JOB SHARE” GUIDELINES

This Memorandum of Understanding (“Memorandum”) is between WhidbeyHealth (“Employer”) and the Washington State Nurses Association regarding “Job Shares”. It is agreed that Nurses may voluntarily elect to share part of their full-time equivalency (“FTE”) subject to the following guidelines:

1. The Job Share agreement must be mutually agreeable between the parties who are defined as the original FTE'd employee (primary), the employee picking up, or sharing, the FTE/hours (secondary), and the Manager/Director.
2. It is understood that the individual hired at an FTE (Primary) is responsible for and agrees to work up to the level of that FTE.
3. The Job Share agreement may be discontinued by any of the nurses or Manager with at least thirty (30) days written notice to all involved. When agreements are discontinued, guideline two, above, applies and the primary nurse becomes responsible for her assigned FTE.
4. Job sharing may only be done no less than four (4) hour blocks of time. On call/Standby will not be part of job sharing.
5. Time worked in excess of the job share shift will be paid at one and one-half (1-½) times the nurse's regular rate of pay.
6. The job share agreement shall be reviewed at the time of each contract renewal. The original agreement form must have the initials of all three parties and the date of review signifying the continued mutual agreement of the job share.
7. An individual nurse's benefits could be impacted by the addition or subtraction of the “shared” hours. Prior to the agreement, Human Resources will review with each nurse any expected changes to areas of benefits. All parties must be fully informed, in writing, of and agree to said changes before the job share can be initiated.
8. Job share partners shall have equal skills and abilities as determined by management.
9. There will be no additional premium or overtime pay as a result of the job share.
10. Job share hours will be posted according to Section 13.2 of the Collective Bargaining Agreement.
11. All job shares must be approved in writing via a Job Share Agreement Form. (See Attached.)

This memorandum of understanding may be altered or added to at any time both parties agree to any changes. Anticipated changes to this Memorandum of Understanding shall be discussed and agreed to at a joint Conference Committee.

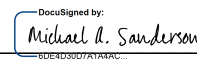
FOR WHIDBEYHEALTH

By:  _____
DocuSigned by:
Michael Layfield
175847851C9EDF8B

Its: CEO _____

Date: 6/23/2022 _____

FOR WASHINGTON STATE
NURSES ASSOCIATION

By:  _____
DocuSigned by:
Michael A. Sanderson
E0E8D30D7A7A9AC

Its: General Counsel _____

Date: 6/25/2022 _____

MEMORANDUM OF UNDERSTANDING**By and Between
WHIDBEYHEALTH****And****WASHINGTON STATE NURSES ASSOCIATION**

WhidbeyHealth (the “Employer”) and the Washington State Nurses Association (“Association”) recognize the great importance and value of a mutually respectful and professional relationship between the parties. This facilitates the achievement of the mutual goal of providing improved patient care by fostering and establishing

- (a) equitable employment conditions,
- (b) an orderly system of employer-employee relations which will facilitate joint discussions and cooperative solutions to mutual problems, and
- (c) mutual respect, trust and professionalism that encourages open communication and allows for patient advocacy, nurse advocacy and promotion of quality patient care without fear of reprisal.

In this regard, the parties recognize that they both have responsibilities for and contribute to fostering high standards of nursing practice.

Annually, during the month of October each year, the Hospital’s Chief Executive Officer, Chief Nursing Officer, and Chief Human Resources Officer, or designees, shall meet with the Association Local Unit Officers, the Association’s Nurse Representative, and the Association’s Director of Labor Relations, or designees, along with any other parties as mutually agreed, to discuss the successes and opportunities for labor-management relationship improvement under this Memorandum of Understanding.

FOR WHIDBEYHEALTH

By: DocuSigned by:
Michael Layfield
TUR4785TC9ED48F...Its: CEODate: 6/23/2022FOR WASHINGTON STATE
NURSES ASSOCIATIONBy: DocuSigned by:
Michael A. Sanderson
6DE4D96D7A4446...Its: General CounselDate: 6/25/2022

JOB SHARE AGREEMENT FORM

I, _____, agree to job share _____ of my FTE with _____ . The rules and conditions of this job share (refer to Job Share MOU) have been reviewed and explained to both parties and we have agreed to comply. We are in clear and full understanding of the impact, or non-impact, of benefit changes, which have been explained by the WHMC Human Resources Director, or designee. This job share will begin _____ .

Signed on this date: _____

By: _____

Primary

By: _____

Secondary

By: _____

WHMC Manager/Director

By: _____

WHMC Human Resource Director

Reviewed March, 2002

MEMORANDUM OF UNDERSTANDING

Substance Abuse Policy

WhidbeyHealth (“Employer”) and the Washington State Nurses Association (“Association” or “WSNA”) agree that it is important to the health and safety of the Hospital’s patients, guests and employees that the Hospital provides a drug and alcohol-free work environment that prevents substance abuse. The Hospital and Association actively support and encourage efforts for ongoing education, for employees to seek help, for a supportive environment that promotes health. Therefore, the parties agree that as modified by this Memorandum of Understanding, the Hospital’s Substance Abuse Policy (April 2015) applies to this bargaining unit:

1. Section V. EMPLOYEE SUBSTANCE TESTING SITUATIONS & PROCEDURES. B. Hospital Conclusion of Reasonable Suspicion. ¶ 3. The approval executives required for reasonable suspicion testing are modified to be:

Administrator, Assistant Administrator(s), or Chief Nurse Executive(s).

2. Section V. EMPLOYEE SUBSTANCE TESTING SITUATIONS & PROCEDURES. B. Hospital Conclusion of Reasonable Suspicion. ¶ 4.f and ¶ 7. ¶7 is deleted and ¶ 4.f is modified by adding:

If an employee is reasonably associated with a missing controlled substance, then the employee may be tested for that specific substance. For example, if a quantity of Demerol is missing, all persons with access to the missing Demerol may be tested for Demerol use. The Hospital will not test for other unrelated substances as part of this investigation, unless the Hospital has additional information that leads it to reasonably suspect a particular employee is impaired.

3. Section VII. ENFORCEMENT AND DISCIPLINE. The second sentence is deleted and replaced with:

However, the Hospital will not automatically discipline or discharge any employee who fails a substance test (alcohol or drugs), but instead shall review each situation on a case-by-case basis for discipline, up to and including discharge, as appropriate. Under the Collective Bargaining Agreement between the Hospital and the Association, the discipline and discharge standard is “just cause”.

4. Section IX. VEHICLE SEARCHES. The following text is added:

IX. VEHICLE SEARCHES.

The Hospital will not search an employee’s personal vehicle on Hospital property without appropriately involving law enforcement personnel and obtaining a search warrant.

5. Section XI. RECORDS. This Section is renumbered from Section X to Section XI, and the third sentence is revised by adding the phrase “as required by job duties” for clarification to read as follows:

. . . Only Hospital management representatives with a “need-to-know” responsibility, as required by job duties, will be made aware of substance abuse situations or test results. . .

6. Impairment and Marijuana Testing:

In Washington state, the medicinal and recreational use of marijuana is legal. However, reasonable suspicion testing may be required of an employee when management believes an employee is engaging in on-duty marijuana use, or is impaired while on duty. Absent demonstration of impairment, employees will not be subject to discipline for violation of the employer's drug use policy. A manager's belief that an employee is impaired must be based on specific objective facts and reasonable inferences drawn from those facts. Absent reasonable suspicion, off duty use of marijuana will not by itself justify testing.

FOR WHIDBEYHEALTH

DocuSigned by: 6/23/2022

 1D6A7851C0ED98F
 Mike Layfield, CEO Date

FOR WASHINGTON STATE NURSES ASSOCIATION

DocuSigned by: 6/24/2022

 92BA1E7C6A58610
 Laura Black RN Date

Date
 Doreen Painter RN

DocuSigned by: 6/23/2022

 04B1F0B0C0C0899
 Luka Cobb BSN RN Date

DocuSigned by: 6/25/2022

 3B921730978E4DE
 Rebecca Pina RN CEN Date

DocuSigned by: 6/24/2022

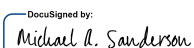
 B4A10B0E14FC0370
 Luisa Dizon BSN RN Date

Date
 Ann Bell RN

Date
 Gwen Parrick RN

DocuSigned by: 6/23/2022


 5C1E6F08B986C485
 Sara Frey JD BSN RN Date

DocuSigned by: 6/25/2022

 81D54130D7A1A4AC
 Michael Sanderson Date
 WSNA Labor Counsel

MEMORANDUM OF UNDERSTANDING

WhidbeyHealth and the Washington State Nurses Association agree that the issue of meal and rest periods shall be a standing agenda item for Conference Committee.

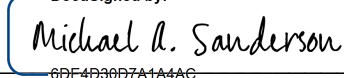
FOR WHIDBEYHEALTH

By: _____

Its: CEO

Date: 6/23/2022

FOR WASHINGTON STATE NURSES
ASSOCIATION

By: _____

Its: General Counsel

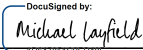
Date: 6/27/2022

MEMORANDUM OF UNDERSTANDING**By and Between
WHIDBEYHEALTH****And****WASHINGTON STATE NURSES ASSOCIATION**

The parties agree that nurses working with LPN students are not eligible for preceptor pay, but nurses who precept RN nursing students consistent with Section 8.8 of the parties' collective bargaining agreement are eligible for preceptor pay. This understanding and the provisions of Section 8.8 of the parties' collective bargaining agreement supersede all communications by the Employer that contradict the express provisions of Section 8.8 of the parties' collective bargaining or which provide a more narrow definition of "preceptor" than does Section 8.8.

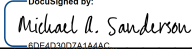
WSNA agrees to withdraw its ULP filed with PERC regarding preceptors within fourteen (14) days of the ratification of parties' successor agreement. The parties will propose to PERC a mutual request for a postponement of the ULP hearing should ratification not occur prior to a scheduled hearing date.

FOR WHIDBEYHEALTH

By:  _____
DocuSigned by: 1D647831C3ED439F

Its: CEO _____

Date: 6/23/2022 _____

FOR WASHINGTON STATE
NURSES ASSOCIATIONBy:  _____
DocuSigned by: 6DE4D30D7A1A4AC

Its: General Counsel _____

Date: 6/25/2022 _____

Memorandum of Understanding

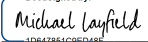
This Memorandum of Understanding (“MOU”) is by and between WhidbeyHealth Medical Center (“WH” or the “Hospital”) and the Washington State Nurses Association (“WSNA” or the “Association”). It documents the agreement reached between WHWH and WSNA related to negotiations time for the Hospital’s Registered Nurses (Nurse) for 2022 negotiations for a new Collective Bargaining Agreement (“CBA”). The parties have agreed as follows:

1. Individual Nurses in the WH-WSNA bargaining unit may choose to donate accrued, but unused, PTO time hours for use by the Association’s Bargaining Committee during the 2022 negotiations as provided for in this MOU. [EIB leave hours may not be donated.]
2. Any such Nurse who wishes to donate such PTO time hours may do so by completing and submitting the attached WH-WSNA Accrued PTO Time Donation Form (“PTO Donation Form”) to the Hospital’s Human Resources Department. PTO time donations are to be made in whole hour increments, and the minimum donation is one (1) hour. [To be capable for processing, such PTO Donation Forms must be submitted to the Hospital no later than twenty-one (21) calendar days after the ratification vote on a new CBA between the parties.] Once PTO time hours are donated, they cannot be rescinded by the donating Nurse. The donated hours will be transferred from the donating nurse’s PTO bank within one business day of the donation date.
3. A Nurse who wishes to donate such PTO time need not have a minimum PTO time accrued hours balance to donate, but must at the time of donation have sufficient accrued, but unused, PTO time hours to cover the number of hours that the Nurse wishes to donate. On receipt of each Nurse’s PTO Donation Form, the Hospital will determine if the Nurse has sufficient accrued, but unused, PTO time hours and if so, deduct from each Nurse’s available accrued, but unused, PTO hours balance at that time the amount of PTO time hours individually donated. If the Hospital determines there are not sufficient hours, the PTO Donation Form will be returned to the Nurse with an explanation. (An up-to-date summary list shall be maintained by Human Resources that records the PTO time donations, and this list shall be available to the Association’s Chief Negotiator and Local Unit Chair at the Hospital.)
4. The following steps shall be taken:
 - a. The deadline for submission of donation forms to Human Resources is twenty-one (21) days after ratification of the successor bargaining agreement.
 - b. From the date of this MOU until 21 days following ratification, the Hospital shall contemporaneously (within one business day of the date of donation) process PTO Donation Forms, placing the dollar-value of donated PTO in a separate account. The Hospital will calculate the amount of money to be credited for PTO time hours donation by multiplying the number of donated hours by each Nurse against that Nurse’s PTO time hourly rate of pay on that date.

- c. Twenty-one days following ratification of a successor agreement, the Hospital will total all such donation amounts together for the Association's 2022 Bargaining Committee Negotiations PTO Time Donation Pool Fund. The total amount in the fund shall be the "Donated PTO Total Dollar Amount."
- d. Twenty-one days following ratification of a successor agreement, the Hospital will then send an email to the Association's Chief Negotiator and Local Unit Chair at the Hospital to inform the Association of the Donated PTO Total Dollar Amount.
- e. The Association's Chief Negotiator shall then email to the Hospital's Human Resources Manager a list denoting what portion (dollar amount) of the Donated PTO Dollar Amount should go to each nurse on the Association's Bargaining Committee.
- f. The Hospital will then disburse the monies directly to each nurse per the Association's distribution list as a one-time only stipend on the timecard of each, with the appropriate tax treatment, on the next regular payroll after receipt of the Chief Negotiator's email.

Agreed this ____ day of March 2022.

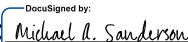
For WhidbeyHealth Medical Center:

By: DocuSigned by:

10E478E4C95D48F...

Its: CEO

6/23/2022

For the Washington State Nurses
Association

By: DocuSigned by:

6DE4D3DD7A1A4C...

Its: General Counsel

6/25/2022