

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**ASTRIA REGIONAL  
MEDICAL CENTER**

**AND**

**WASHINGTON STATE NURSES ASSOCIATION**

**April 9, 2019**

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2019-2022  
EMPLOYMENT AGREEMENT  
by and between  
ASTRIA REGIONAL MEDICAL  
CENTER  
and  
WASHINGTON STATE NURSES ASSOCIATION

This Agreement is between Astria Regional Medical Center (hereinafter referred to as the “Employer” or the “Medical Center”), and the Washington State Nurses Association (hereinafter referred to as “Association”). The purpose of this Agreement is to promote equitable employment relations and conditions between the nurses covered by this Agreement and the Medical Center in order to meet the mutual objective of quality patient care.

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Washington State Nurses Association as the representative for all registered nurses (“nurses”) employed in the Medical Center as staff nurses, cardiac catheterization nurses, and charge nurses for the purpose of negotiating rates of pay, hours of work, working conditions, and other matters as specified in this Agreement and excluding supervisors as defined by the National Labor Relations Act.

**ARTICLE 2 – NONDISCRIMINATION**

Neither the Medical Center nor the Association may discriminate against any nurse for reason of race, religion, age, gender, disability, color, sexual orientation, national origin, or membership or non-membership in the Association.

**ARTICLE 3 - MEMBERSHIP & REPRESENTATION**

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

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

in good standing within sixty (60) days from the end of the ninety (90) day period from the date of ratification or hire for newly hired nurses.

3.1.2 Membership in Good Standing. Maintenance of membership in good standing is defined for purposes of Section 3.1 and 3.1.1 as the tendering of Association dues and fees, in accordance with applicable law, on a timely basis. The Association shall notify the Employer in writing of any nurse who has failed to become or maintain membership in good standing as required by Section 3.1 and 3.1.1. Nurses who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association and such discharge will be deemed for just cause.

3.1.3 The Association agrees to defend, indemnify, and hold the Medical Center harmless against any and all claims, suits, orders, or judgments brought or issued against the Medical Center as a result of the Medical Center's discharge of a nurse in accordance with the provisions of Section 3.1 or for or on account of any deduction made from the wages of a nurse under Section 3.2.

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

3.3 Rosters. Twice a year (in the months of January and July), by an Excel spreadsheet attachment to an email, the Employer shall provide the Association with a list of those nurses covered by this Agreement. This list will contain each employee's name, home address pursuant to Section 3.8 below, employee identification number, unit, shift, FTE, rate of pay, date of hire, and adjusted date of hire (for nurses who have been rehired).

On the fifteenth of each month, the Employer shall provide the Association with a list of all employees covered by this Agreement who were hired and/or terminated during the previous month. The employer shall also provide the Association with a list of all employees who transferred from non-bargaining unit positions into positions covered by this Agreement. These lists shall contain each employee's name, home address pursuant to Section 3.8 below, employee identification number, unit, shift, FTE, rate of pay, date of hire, and adjusted date of hire (for nurses who have been rehired).

3.4 Local Unit Chairperson Association Representative. The Association shall have the right to select a local unit chairperson or designee from among nurses in the bargaining unit. Association business performed by the unit chairperson or the WSNA representative, including the investigation of grievances, shall be conducted during non-working hours for involved parties, (e.g., coffee breaks, lunch breaks, and before and after shift). Such activities shall not take place in patient care or work areas and shall not take precedence over the requirements of patient care. In the event that conditions do not enable the nurse to leave the nurse's work area, the Medical Center shall make every reasonable effort to accommodate the situation. The Medical Center may, at its option, pay the local unit chairperson or designee for time spent in discussing a grievance with management. The Association will be allowed to use Medical Center premises to schedule meetings with newly hired nurses. The Association will request in advance the use of the premises



which will be subject to availability. The Association may schedule meetings as frequently as orientations are conducted for new nurses.

3.5 Bulletin Board. The Employer shall designate space on bulletin boards in employee lounges and/or unit conference rooms for the use of the local unit. Materials to be posted shall be signed by the local unit chairperson and/or designee with a copy given to the Director of Human Resources, or designee, prior to posting. The Association agrees to limit the posting of Association materials to the designated bulletin boards.

3.6 Meeting Rooms. The Association shall be permitted to use designated premises of the Medical Center for educational, business, and contract vote meetings of the local unit, with or without Association staff present, provided sufficient advance request for meeting facilities is made to a designated administrator and space is available.

3.7 Notification. The Human Resources Department shall inform all newly hired nurses of the name of the local unit chairperson or designee. The Human Resources Department shall provide the local unit chairperson with the name, address, telephone number, and date of scheduled orientation of any newly hired nurses within fifteen (15) days of hire. The local unit chairperson or designee shall promptly notify the Human Resources Department whether a local unit Association representative will be available following the new nurses' orientation. The Medical Center shall provide fifteen (15) minutes at the end of new nurse orientation for the local unit representative to introduce new nurses to the Association and the Association's contract.

3.8 Personal Data. Nurses shall keep the Medical Center informed of any changes in their address and telephone numbers.

#### **ARTICLE 4 - DEFINITIONS**

4.1 Staff Nurse. A staff nurse is a nurse employed by the Medical Center who is responsible for direct and/or indirect nursing care of the patient and who is not employed as an agency nurse or traveler.

4.2 Charge Nurse. A charge nurse is a nurse who is assigned by the Employer the responsibility of an organized unit for at least four (4) hours or more in duration. "Organized unit" shall be defined by the Medical Center.

4.3 Preceptor Nurse. A preceptor is a regular full-time or part-time nurse who is selected by the Employer to participate in the planning, organizing, teaching, and evaluating new skills development of recent graduates, staff nurses, and nursing students when there is no faculty preceptor on premises. Preceptors must demonstrate clinical expertise in patient care, communication and leadership skills, and interpersonal relationships, and be able to teach these skills in a close one-to-one relationship with preceptees. Preceptors are assigned by the Employer to a preceptee on a consistent basis, and will have those additional responsibilities considered in their work assignments. Preceptors will be consulted to determine whether preceptees have successfully completed orientation or if more training is needed. Preceptor pay will be paid to those who provide relief to the preceptor for a shift of eight (8) or more hours in duration.

Preceptor assignments may be made for the orientation of experienced nurses at the discretion of the Employer.

4.4 Probationary Period. The first three (3) months of continuous employment shall be a probationary period. After three (3) months of continuous employment, the nurse shall attain regular status, unless specifically advised by the Employer in writing of an extended probationary period not to exceed an additional three (3) months. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure.

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

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

4.5.2 Part-Time Status. Part-time status is held by all nurses who regularly work less than forty (40) hours within a seven (7) day period or eighty (80) hours per fourteen (14) day period, or, for nurses working twelve-hour shifts, less than thirty-six (36) hours within a seven (7) day period or seventy-two (72) hours in a fourteen (14) day period.

4.5.3 Regular Status Benefits. Benefits for regular status nurses will accrue based on all hours paid (except for standby) and low census hours, not to exceed eighty (80) per pay period, with the exception of the 401(k) matching program and Paid Sick Leave. Low census time will be recorded on the nurse's time card.

4.6 Per Diem Nurse.

4.6.1 A per diem nurse is a nurse who is hired to work during any period when additional work of any nature requires a temporarily augmented workforce. Per diem nurses shall be available to work one weekend out of each four successive weekends. Per diem nurses shall work at least one (1) holiday each year and shall be available to work at least two (2) different shifts.

4.6.2 Per diem nurses shall be scheduled to work after all available full-time and part-time nurses have been regularly scheduled, provided the skill level of the per diem nurse is adequate for the area assigned. Regular status nurses reclassified to per diem status shall retain their prior longevity step for pay purposes, plus a premium as defined in Section 4.6.3. Per diem nurses shall begin accruing time toward longevity step increases based upon completion of each 2080 hours of work. Per diem nurses shall not accrue seniority. The Medical Center will track per diem hours worked for longevity step increases. Per diem nurses will endeavor to notify the Medical Center when their hours have reached the 2080 to be eligible for longevity step increases. Step increases will be implemented on the nurse's next anniversary date.

#### 4.6.3 Per Diem Compensation.

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

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

4.6.3.3 Regular status nurses reclassified to per diem status shall receive payment for any accrued and unused PTO at the nurse's base rate of pay and shall have any accrued and unused EIT suspended, with no access to such benefits or additional accrual during employment as a per diem nurse. After return to or upon acquiring regular status, any suspended EIT accruals shall be reinstated.

4.7 Available Status Nurse. An available status nurse is a nurse who does not work definitely scheduled hours but makes themselves available for work when needed. Available status nurses shall be scheduled to work after full-time and part-time nurses have been regularly scheduled. Available status nurses must be scheduled for and work at least one full shift of at least eight (8) hours and up to twelve (12) hours during each rolling three (3) month period, unless a scheduled shift is canceled by the Employer. The Employer will contact an available status nurse who does not meet this minimum work requirement by certified letter. An available status nurse who does not schedule herself/himself within 15 days from the receipt of the certified letter, and then work the scheduled shift, may be terminated by the Medical Center without recourse to the grievance procedure. Available status nurses will be paid at the contract base rate of pay, plus shift differential, worked holiday premium, and premium pay for BSN and/or certification, but shall not be eligible for any additional pay or benefits, with the exception of the 401(k) matching program and Paid Sick Leave.

Regular or per diem status nurses reclassified to available status shall receive payment for any unused PTO at the employee's base rate of pay and shall have any unused EIT suspended, with no access to such benefits or additional accrual during employment as an available status nurse. After return to or upon acquiring regular status, any suspended EIT accruals shall be reinstated. Regular or per diem status nurses reclassified to available status shall retain their prior

seniority and longevity step for pay purposes, but shall not accrue seniority or be eligible for longevity step advancement.

4.8 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse's hourly wage rate (Article 8), shift differential when the nurse is regularly scheduled to work an evening or night shift (Section 9.1), BSN/MSN recognition (Section 9.4), certification pay (Section 9.5), charge pay (Section 9.7), and the wage premium for per diem nurses (4.6.3).

## **ARTICLE 5 - EMPLOYMENT PRACTICES**

5.1 Resignation Notice by a Nurse. Nurses shall be required to give at least three (3) weeks' written notice of resignation. Failure to give such notice may result in loss of accrued benefits. The Medical Center shall give consideration to situations that would make such notice by the nurse impossible.

5.2 Low Census. In attempting to cover low census periods, the Medical Center shall first eliminate overtime where possible, then ask for volunteers. Nurses will be able to go to the Staffing Office, or where staffing is centralized, and sign up for low census every pay period. A nurse may sign up for voluntary low census time off no earlier than twenty-four (24) hours prior to the beginning of the pay period for a two (2) week duration of time. If two (2) or more nurses volunteer for low census at the same time, voluntary low census shall be rotated equitably based on skill, ability, and patient care needs. Low census shall be implemented in the following order:

- a) Agency and nonguaranteed travelers,
- b) Overtime, wherever possible,
- c) Volunteers,
- d) Per diem nurses,
- e) Return to authorized hours,
- f) Mandatory reductions in hours worked by regular nurses, rotated on an equitable basis, which, insofar as practical, shall be assigned on the basis of inverse seniority. A guaranteed traveling nurse (employed on a contract basis for a defined period of weeks) shall participate in the rotation of low census with other regular nurses. When a guaranteed traveling nurse is subject to low census, the nurse may be assigned to other work off the unit, provided no regular nurse is low censused as a result of this assignment.

The Medical Center reserves the right to adjust the order of implementation of low census time based on required skill levels and operational requirements of the Medical Center. Inadvertent failure to follow this procedure will be corrected as soon as possible.

5.2.1 Low Census Notification. The Medical Center shall make a reasonable effort to notify nurses at least two hours in advance of their regularly scheduled shift if the nurse is not required to report for work on that shift as a result of low census reductions. If placed on low census prior to the beginning of a scheduled shift, the nurse will be either low censused or in an on-call status for the entire shift, unless an alternative assignment is agreed to by the nurse and the Medical Center.

5.2.2 Report Pay. Nurses who report to work for their regularly scheduled shift and are released from duty because of low census shall receive a minimum of three (3) hours of work at their regular rate. Nurses wanting to voluntarily waive their three (3) hour minimum can make their request in writing to their supervisor for consideration and final approval. This commitment shall not apply when the Employer has made a good faith effort to notify the nurse at least one and one-half (1½) hours in advance of the scheduled shift not to report to work. Documented attempts to reach the nurse will be recorded in the Staffing Office. Nurses who have signed up to work extra shifts must contact the Medical Center within one (1) hour prior to reporting to duty on the extra shifts if they have not been available by telephone to be contacted to stay home. Nurses who do not make such calls and report for duty when not needed shall not be eligible for the three (3) hour minimum.

5.2.3 Low Census Pay. Any nurse who works less than her or his regularly scheduled FTE due to low census, may elect to use accrued Paid Time Off for the work hours lost due to low census.

5.2.4 Low Census Rotation-Effect of Floating. If a nurse who is to be low censused floats to another unit to avoid low census, that floating assignment shall be counted as a low census day for purposes of determining the equitable rotation of nurses for mandatory low census.

5.2.5 Priority for Full-time and Part-time Nurses. The Staffing Office will make a good faith effort to replace all per diem nurses scheduled for a full shift with a full-time or part-time nurse who has been put on low census status provided that:

- a) The nurse did not volunteer for the low census day;
- b) The nurse notifies the Staffing Office or unit manager depending on where staffing is centralized, within four (4) hours of being notified of low census that the nurse wants to have more work to replace the low census hours. At that time, the nurse will specify the shift(s), day(s) of the week, and the area(s) the nurse is willing to work.
- c) The replacement days occur in the same work-week that the nurse is incurring low census;
- d) The full-time or part-time nurse is available and skill, ability, experience, competence, or qualifications are not overriding factors as determined by the Medical Center based upon relevant criteria;

- e) The full-time or part-time nurse agrees to waive any applicable time and one-half (1½) or double time (2x) premium pay;
- f) Replacement does not generate overtime;
- g) Replacement is based upon the nurse having lost work relative to the nurse's FTE status.

5.3 Posting of Vacant Positions. Notice of vacant regular and charge nurse positions shall be posted on the bulletin board designated for position posting five (5) calendar days prior to such positions being filled by the Medical Center, in order to provide nurses currently employed by the Medical Center first opportunity to apply. Each position posting shall include shift (day, evening, or night) and hours as defined in Article 7, Sections 7.2 and 7.3. Applications for a vacant position shall be made using the Employer's regular electronic application process, within this five (5) day period. Vacant position announcements will indicate if nurses may apply to fill only part of a position and if preference will be given to nurses who apply for the full position.

Where skills, ability, and training requirements are relatively equal as determined by the Medical Center based upon criteria relevant to the needs of the position, the senior nurse shall be awarded the position. Per diem nurses will be given preference over applicants who are not employees of the Medical Center for all regular full-time and part-time positions where skills, abilities, and training requirements are relatively equal as determined by the Medical Center based upon criteria relevant to the needs of the position.

5.3.1 New Hires from Other Astria Health System Employers. Employees hired by the Employer from a separate employer within the Astria Health System will, upon completion of the required probationary period, be credited with the seniority as defined in Section 6.1 for eligible time worked as an employee at the other Astria Health System employer for the purpose of paid time off and benefit accruals.

5.4 Parking. To the extent consistent with compliance with legal requirements of the Employer, free parking will be provided at the facility's site to the extent it is available in designated employee parking areas.

5.5 Alcohol and/or Chemical Dependency. The Employer and the Association recognize that alcohol and chemical dependency are chronic and treatable conditions. Efforts should be made by the nurse to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. Where applicable, the Employer and the Association will encourage and support nurse participation in the State substance abuse monitoring program, including individually tailored return to work agreements, through which nurses may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the nurse is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with a nurse to adjust her or his work schedule on an ad hoc or temporary basis

to support the chemically dependent nurse's participation in prescribed treatment programs. The Employer and the Association acknowledge that nurses continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

5.6 Substance Abuse Testing/ Fitness for Duty.

5.6.1 General. Upon employment at the Hospital, nurses covered by this Agreement shall be subject to the provisions of Policy B.4: Substance Abuse Testing/Fitness for Duty (effective 02/2013), which includes provisions for pre-employment testing, reasonable cause testing, and missing substance testing.

5.6.2 When a nurse is informed that the nurse is to be tested pursuant to the Substance Abuse Policy, the nurse shall be offered the opportunity of having an Association representative present during the testing, subject to the following: The Association representative must be of the same gender as the nurse where the testing is performed on a urine sample. If the opportunity of having an Association representative present would unreasonably delay the testing in the circumstances which resulted in the testing, the Medical Center shall conduct the testing in the absence of an Association representative.

5.6.3 Grievance/Arbitration. The Parties agree that the Association shall have the right pursuant to the Grievance and Arbitration provisions of Article 19 to assert a claim that the Hospital's administration of the Substance Abuse Policy in the testing of any nurse is arbitrary, capricious, or discriminatory.

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

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

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

**ARTICLE 6 - SENIORITY - LAYOFF AND RECALL**

6.1 Seniority shall mean a nurse's length of service with the Employer as a nurse in the bargaining unit from most recent date of hire. Nurses not currently in the bargaining unit cannot use their seniority for layoff, recall, or job bidding purposes during layoff/recall. Seniority shall not apply until a nurse has completed the required probationary period. Upon completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire. Per

diem nurses shall not accrue seniority, but shall retain seniority accrued prior to transferring to per diem status.

6.1.1 Prior to ratification of the 1998-2001 agreement, all Providence Yakima Medical Center registered nurses accrued seniority for bargaining unit purposes in any capacity, whether they were inside or outside the bargaining unit. This previously accrued seniority shall be retained for all of these nurses. Effective June 9, 1998, seniority will accrue only while a registered nurse is in the bargaining unit. For those nurses outside the bargaining unit, all previously accrued seniority shall be retained, but no additional seniority shall accrue outside the bargaining unit. Should a nurse working outside the bargaining unit wish to obtain a bargaining unit position without a break in service, the nurse shall be credited with those previously accrued seniority hours.

6.1.2 Seniority Roster. A bargaining unit seniority roster will be available in the Human Resources Department at the time of layoff notification, and a copy shall be furnished to the Local Unit Chairperson or designee and the Association.

6.1.3 For layoff purposes, seniority shall be measured as of the end of the first full pay period ending immediately prior to the date of the notification to the Association of the layoff (or restructure).

6.2 Layoff. A layoff is defined as a mandatory reduction in the number of nurses employed by the Employer for an indefinite period of time. This layoff procedure also shall apply to any mandatory reduction in a nurse's scheduled hours (FTE), except that a mandatory reduction in FTE as a result of a restructure shall be subject to Section 6.3. The Employer will give the Association, the Local Unit Chairperson or designee, at least five days' notice advance written notice of a layoff by facsimile and/or email. This notice will be treated confidentially until the affected nurses are formally notified by the Employer. Upon request, the Employer, Association, and Local Unit Chairperson, will meet within such five day notice period for the purpose of reviewing the procedure to be utilized and the order of layoff. The Employer shall determine and identify the number of positions to be eliminated, reduced, or changed on a nursing unit. Any nurse affected by this decision shall be referred to herein as a "displaced" nurse and shall receive written notice of the Employer's determination. If the Employer determines a layoff to be necessary, the following procedures shall be followed:

6.2.1 Volunteers. Immediately following the confidential notice period, provided in Section 6.2, nurses on the affected unit and shift may within seventy-two hours, subject to Employer approval, voluntarily reduce their FTE or choose layoff with recall rights. Nurses volunteering to reduce their FTE, or electing layoff, will be given preference up to their prior position (FTE) if the Employer later expanded the hours of an existing FTE on the nurse's unit and shift.

6.2.2 Selection of Displaced Nurses. Except where the partial elimination of innovative shifts occurs, the layoff process shall be accomplished by reduction of agency, travelers, and probationary nurses, in that order, on the specific unit identified for layoff. If necessary, then non-probationary employees within the identified unit for layoff will be selected



in the inverse order of seniority. All affected full-time and part-time nurses will be given advance written notice of layoff or pay in lieu thereof (based on scheduled hours) at least ten (10) calendar days prior to the layoff. During such notice period, displaced nurses may evaluate available options for reassignment in lieu of layoff in accordance with Section 6.4 of this Article.

6.3 Restructure of Staff. Restructure of staff may occur when staff on one or more units are reallocated or the FTE complement of one or more units is reconfigured or changed, including as a result of the merger, consolidation, expansion or division of one or more units or the elimination or creation of innovative schedules that affects three or more nurses (e.g., 12-hour staffing to 8 or 10-hour staffing, or vice versa). The Employer will give the Association and the Local Unit Chairperson or designee at least seventy-two (72) hours' advance written notice of restructure. This notice will be treated confidentially until the affected nurses are formally notified by the Employer. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized to accomplish the restructure. A local unit chairperson, or designee, shall be present when, in accordance with the following procedures, new position assignments are made by the Medical Center. The specific method by which nurses are provided with their options may vary depending on the circumstances. All affected full-time and part-time nurses will be given at least ten (10) days' written notice in advance of the implementation date of the change in the structure of the unit or units. In the event the Employer determines that a reallocation of staff or reconfiguration of FTE is necessary, the following procedure will be followed:

6.3.1 The Employer will eliminate all existing positions on the unit or units to be restructured.

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

6.3.3 Nurses will be assigned to posted positions in the new or restructured unit or units for which the nurse is fully qualified based on seniority and any specific skill or qualification requirements needed on each shift; provided however that no assignment will be made that would cause more than 50% of the positions on a particular shift of a new or restructured unit to be filled by nurses with less than one year of clinical nursing experience and/or who have not completed the probationary period. Nurses in the affected unit or units will submit written preference lists (provided by the Employer) for the posted positions. The Employer and the WSNA Nurse Representative will meet concerning the assignment of nurses, during which meeting each nurse in the affected unit or units will be invited, in the order of seniority, to attend the meeting (in person or by telephone) and identify an available position consistent with the requirements of this section. If a nurse does not attend the meeting, an assignment will be made based on the nurse's written preference list. A nurse who does not attend the meeting when invited or submit a preference list will be assigned to an available position by the Employer. If the restructured unit or units results in fewer positions after the restructure than existed prior to the restructure, the Medical Center shall provide a low seniority roster as defined in Section 6.4.

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

6.4 Low Seniority Roster. A displaced nurse(s) shall have the option to select a new assignment from the low seniority roster: The low seniority roster shall be made up of any vacant nurse positions and the positions held by the least senior nurses (limited to nurses with one (1) year of seniority or less) equivalent to the number of displaced nurses; provided however, no more than fifty percent (50%) of the core staff on any unit will be placed on the roster. In the order of seniority, displaced nurses will be given the opportunity to apply for or displace the incumbent of the positions listed in the roster for which she/he is fully qualified, as determined solely by the Medical Center. If the displaced nurse does not pursue or is not selected for a position from the low seniority roster, or if the displaced nurse is selected for a position but fails in the sole determination of the Medical Center to become fully qualified after normal orientation to the unit/job not to exceed thirty days, then the nurse will be subject to layoff and placed on the reinstatement roster. Any nurse on the low seniority roster who is displaced will be subject to layoff and placed on the reinstatement roster.

6.4.1 For the purposes of this Article, the term “fully qualified” means that the employee has all necessary skills, licenses, certifications, and abilities to perform in that position at the required level written in the job description, with a normal orientation to – not training for – the unit/job, not to exceed thirty days. For the purposes of this Article, normal orientation to the unit/job shall mean a familiarization with the specific chain of command, unit routine, and physical layout of the unit, but does not mean, require, or imply special training on the skills necessary in order to competently, efficiently, and fully perform the essential duties of the position.

6.5 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, the order of reinstatement shall, subject to Section 5.3, be by seniority (most senior first), provided the nurses’ skills, competence, and ability are relatively equal as determined by the Medical Center based upon criteria relevant to the needs of the position. Where a vacancy occurs, the Employer reserves the right to determine whether to recall a nurse from layoff status, or to redistribute the hours among existing staff on the unit. There shall be no loss of benefits or previously accrued seniority if the nurse is recalled within twelve (12) months.

6.5.1 Notification of Recall. If a nurse does not respond to a recall notice sent by certified mail or receipted email within five (5) days after receipt thereof, the nurse will be removed from the reinstatement roster and the personnel records shall be adjusted to reflect the nurse’s separation from employment. A nurse who responds within such five (5) day period and informs the Employer that she or he must give notice to an interim employer shall be allowed twenty-one (21) calendar days to return to work from the date of receipt of notification. The nurse shall notify the Employer by certified mail of any change in the nurse’s current mailing address. If the nurse fails to provide this notification, the nurse’s name shall be eliminated from the reinstatement roster and the Employer’s recall commitments shall terminate.

6.5.2 Per Diem Status While on Recall. Nurses on layoff will be allowed to transfer to per diem status without loss of recall rights. The Employer will make a good faith effort to give preference to nurses on layoff who want temporary work over per diem staff. In order to receive this preference, the nurse on layoff must submit to the Staffing Office monthly a written statement as to the nurse's availability, specifying date(s), shifts, and units on which the nurse is qualified.

6.5.3 Extension of Recall. The recall period of twelve (12) months may be extended to twenty-four (24) months upon the written request of the nurse and the agreement of the Employer. If such an extension is granted, the nurse will provide written notice by the first of each month during that period of the nurse's continued availability for recall to regular employment. If the nurse fails to do so, the nurse will be dropped from the reinstatement roster.

6.6 Cash Out of PTO. A nurse who is laid off shall receive all accumulated PTO as of the date of layoff.

6.7 Termination of Seniority/Recall Rights. Seniority and recall rights shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same FTE and shift) offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, unless extended under Section 6.5.3 above, or failure to comply with specified recall procedures.

## **ARTICLE 7 - HOURS OF WORK & OVERTIME**

7.1 Normal Work Period. The normal work period shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period, or for nurses working a twelve-hour shift, thirty-six (36) hours within a seven (7) day period or seventy-two (72) hours within a fourteen (14) day period.

7.2 Normal Work Day. A normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

7.3 Innovative Scheduling. An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Medical Center and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Association will review and determine conditions of employment relating to that work schedule. Existing innovative schedules authorized by the Medical Center include (1) three 12-hour shifts with thirty-six (36) hours of pay and full-time insurance benefits; (2) four 10-hour shifts; and (3) a combination of 8-hour and 12-hour shifts. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule that was in effect prior to the innovative schedule, after at least thirty (30) days' advance notice to the nurse.

7.3.1 Nurses working a schedule of three (3) twelve (12) hour shifts per week shall be considered full-time for medical and dental insurance premium purposes, as well as Extended Illness Time and Paid Time Off.

7.3.2 Innovative Shift Time Off. Paid Time Off days, Paid Sick Leave, Extended Illness Time, bereavement leave, and professional/educational time for approved courses of seven hours or more may be used in blocks of ten (10) or twelve (12) hours, depending on the scheduled shift.

7.4 Meal/Rest Periods. Meal and rest periods shall be administered in accordance with state law (WAC 296-126-092). Managers will make a good faith effort to provide relief for meals and break periods. Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay. Nurses must timely complete and submit a Missed Break/Meal Form when they miss or encounter a shortened meal period (less than thirty [30] minutes) or miss a rest period due to work issues. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time.

7.5 Overtime. Any time worked beyond the normal or innovative work day shall be paid at the rate of time and one-half of the regular rate of pay. Overtime shall be computed in increments of one quarter hour (1/4 hour). The Medical Center and the Association concur that overtime shall be discouraged to the extent feasible. The Medical Center will work to minimize extended periods of scheduled overtime. There shall be no pyramiding of overtime. Examples of "no pyramiding"

- a) Overtime work on a holiday paid at time and one-half (1½).
- b) Any time when two (2) or more contract provisions requiring the payment of 1 1/2 (or 2x) could be applied to the same hours worked.
- c) When a nurse is eligible for both 1 1/2 and 2x for the same hours worked, the nurse would receive only the highest rate.

Nurse initiated schedule changes shall not result in any contract overtime or premium pay penalties to the Medical Center, regardless of hours worked.

7.6 Mandatory Overtime Prohibition. The Medical Center shall follow applicable state law regarding the prohibition of mandatory overtime.

7.7 Work on Day Off. Regular full-time or .9 FTE nurses who work 12-hour shifts will receive Work on Day Off premium pay when (1) the nurse works an additional shift that was not assigned to the nurse on the posted monthly work schedule and (2) the nurse works all shifts that were assigned to the nurse on the posted monthly work schedule in the same week as the additional shift, equaling at least a .9 FTE, unless an assigned shift is not worked due to low census. Nurses may sign up for such additional shifts through the electronic scheduling system or other formal process as determined by the department director. Regular full-time or .9 FTE nurses who work

12-hour shifts will also receive Work on Day Off premium pay when the nurse is called in from paid time off (PTO) that was scheduled one month or more in advance, provided that the nurse did not indicate availability to work during the pre-scheduled PTO.

If these conditions are met, the nurse will be paid for the additional shift at time and one-half (1½) the regular rate of pay for the first four (4) hours of the shift and double (2x) the regular rate of pay for the remaining hours of the shift.

7.8 Work in Advance of Shift. When a Medical Center nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the regular rate of pay.

7.8.1 Home Care. This Section shall not apply to Home Care nurses.

7.9 Weekends. The Medical Center shall schedule all regular full-time and part-time nurses for every other weekend off. When a full-time or part-time nurse works on the scheduled weekend off, all time worked on that weekend shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. The following regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as Saturday and Sunday for the first (day) and second (evening) shift. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, nurses may request the trading of weekends, provided the schedule change does not result in the Medical Center being liable for premium pay. This section shall not apply to nurses who voluntarily agree to more frequent weekend duty.

It is understood that all nurses have the obligation to work weekends as assigned. However, where operational needs of the Hospital can be met without agency or overtime, the Hospital will endeavor to schedule nurses who have requested not to work weekends to reduced weekend schedules by order of seniority.

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

Any nurse required to use a personal automobile for Medical Center business shall be compensated at the current IRS rate. Any change in this rate shall be effective the date of publication by the IRS in the Federal Register.

7.10.1 Home Care. The Medical Center may provide, up to four times a year, a Medical Center car to nurses working in Home Care to provide them the opportunity to have maintenance done on their private car used for Medical Center work, subject to availability of a Medical Center car.

7.11 Posting of Schedules. Monthly work schedules and days off shall be posted twenty-eight (28) days prior to the beginning of the schedule. No nurse shall be required to work in excess of five (5) consecutive days unless the individual nurse agrees otherwise.

7.12 Rotation of Shifts. The Medical Center will make good faith effort to eliminate shift rotation. Shift rotation will be used only when there are no other reasonable alternatives. When shift rotation is used, volunteers first will be sought. Shift rotation shall be distributed among the staff as equitable as practical.

7.13 Floating. A nurse will not be required to float for a minimum of two (2) months from date of hire, or until completion of residency, whichever is later. During the nurse's initial orientation to the Medical Center, each nurse will be scheduled up to four (4) hours on each unit to which the nurse may be required to float.

When a nurse will be required by the Medical Center to float from one unit to a different unit, nurses will be required to float in the following order, provided the nurse has the necessary competencies to meet patient care needs:

- a) Unassigned nurses from a float pool created by the Employer, if any;
- b) Volunteers from the unit providing the floating employee;
- c) Agency and nonguaranteed travelers;
- d) Guaranteed travelers;
- e) Regular nurses working an additional shift under Section 7.7.
- f) All regular nurses working on the unit providing the floating nurse, in an equitable rotation to the greatest degree practicable based on who has floated most recently, provided the needs of the unit to which the nurse is being floated and from which she or he has been floated are met.

If a nurse does not have the necessary competencies to meet patient care needs, another nurse will be required to float in accordance with the order above.

When a nurse is required to float within the Medical Center, the nurse will receive a brief reorientation appropriate to the assignment. This orientation will be dependent on the nurse's experience and familiarity with the nursing unit to which the nurse has been floated. Such an orientation will be expected to include unit routines, physical layout of the unit, location of supplies/equipment, and charting requirements. The floated nurse will be assigned a unit resource nurse whom the nurse can access for assistance. The floated nurse will not be required to be the only Registered Nurse on a unit to which the nurse is floated unless the nurse has so agreed. The floated nurse will not be required to perform tasks and procedures or to operate equipment for which the nurse has not been trained. Only chemotherapy certified nurses will be permitted to administer chemotherapy.

No nurse will be expected to float more than two (2) times within any given shift unless that nurse agrees. No nurse will be expected to float if assigned to precept a nurse.

7.14 Application of Premium Pay. All time paid shall be at the nurse's regular rate and shall include, where applicable, shift differential and BSN, and/or certification premium pay.

7.15 Rest Between Shifts. Each regular full-time and regular part-time nurse shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed upon between the nurse and the Medical Center. If the nurse returns in less than ten (10) hours, the first eight (8) hours shall be paid at one and one-half (1½) times the regular rate and any subsequent hours shall be paid at twice the regular rate. This does not apply when the schedule change is at the request of the nurse or to nurses receiving on-call (Section 9.2) or to callback (Section 9.3) hours worked of less than three (3) cumulative hours worked between the hours of 11:00 p.m. – 7:00 a.m. Nurses who work in the OR, PACU and Cath Lab who work three (3) or more cumulative hours of callback between the hours of 11:00 p.m. – 7:00 a.m. and are scheduled to report for a regular shift before 12:00 p.m. may elect to use accrued EIT in lieu of reporting for their regular shift.

7.16 Personnel Policies. All personnel rules and policies not specifically referred to in this Agreement shall be set forth in writing and made available to nurses. Changes in Personnel Policies will be discussed with the Conference Committee prior to implementation.

7.17 Extended Work Period. Nurses who work six (6) consecutive days shall be paid at the rate of one and one-half (1½) times the nurse's regular-rate for all hours worked on the sixth (6th) day, and all following consecutive days, unless this type of scheduling is agreed to by the nurse.

7.18 Acuity Staffing. The Medical Center will make a good faith effort (seeking extra staff, contacting per diems, etc.) to see that reasonable acuity staffing levels are met in nursing units where appropriate subject to the judgment of the appropriate nursing manager and availability of resources. Nurses may raise concerns through the NSRC.

7.18.1 Nurse Staffing and Resource Concerns. The Association acknowledges that staffing levels and staff mix ratios are decisions reserved exclusively to management. In the event a nursing unit should undergo significant changes in the RN role/responsibilities, the RNs involved will be included in a collaborative review with management to provide input affecting those changes. Perceived unresolved staffing patterns must be documented and brought to the attention of the responsible manager or supervisor. The nurse must discuss the patterns with the Nurse Manager/Director in an attempt to reach resolution. If resolution is unable to be reached, a majority of the bargaining unit nurses in the affected area and/or Manager may request a meeting with the Chief Nursing Officer or designee to discuss the issues. The Chief Nursing Officer will report outcome resolution to the NSRC, the Local Unit Chair, and the affected staff.

**ARTICLE 8 -WAGES**

8.1 Wages. Nurses covered by this Agreement shall be paid in accordance with the following wage schedule.

8.1.1 Effective on the first full pay period following ratification of this Agreement, nurses shall receive a two percent (2%) increase to their base wage rate, as specified in the Section 8.1.2 base wage rate tables.

Effective on the first full pay period following January 1, 2020, nurses shall receive a two percent (2%) increase to their base wage rate, as specified in the Section 8.1.2 base wage rate tables.

Effective on the first full pay period following January 1, 2021, nurses shall receive a two percent (2%) increase to their base wage rate, as specified in the Section 8.1.2 base wage rate tables.

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

	Ratification	1/1/2020	1/1/2021
Base	\$28.11	\$28.67	\$29.25
1	\$28.90	\$29.47	\$30.06
2	\$29.85	\$30.44	\$31.05
3	\$30.74	\$31.36	\$31.98
4	\$31.66	\$32.29	\$32.94
5	\$32.60	\$33.25	\$33.92
6	\$33.63	\$34.30	\$34.99
7	\$34.60	\$35.29	\$36.00
8	\$35.63	\$36.34	\$37.07
9	\$36.72	\$37.45	\$38.20
10	\$37.79	\$38.55	\$39.32
11	\$37.79	\$38.55	\$39.32
12	\$39.12	\$39.90	\$40.70
13	\$39.12	\$39.90	\$40.70
14	\$40.53	\$41.35	\$42.17
15	\$40.53	\$41.35	\$42.17
16	\$41.75	\$42.58	\$43.44
17	\$41.75	\$42.58	\$43.44
18	\$42.95	\$43.81	\$44.69
19	\$42.95	\$43.81	\$44.69
20	\$44.22	\$45.10	\$46.00
21	\$44.22	\$45.10	\$46.00
22	\$44.22	\$45.10	\$46.00



23	\$44.22	\$45.10	\$46.00
24	\$44.22	\$45.10	\$46.00
25	\$45.54	\$46.45	\$47.38
26	\$45.54	\$46.45	\$47.38
27	\$46.93	\$47.87	\$48.83
28	\$46.93	\$47.87	\$48.83
29	\$46.93	\$47.87	\$48.83
30	\$48.32	\$49.28	\$50.27

8.2 Wage Increase Effective Dates. Wage increases, longevity steps, and all other changes in compensation provided for in this Agreement shall occur the first day of the pay period on or after the increase.

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

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

8.4 Temporary Assignment to a Higher Position. The assignment of a nurse to any higher position for any eight (8) hour period or longer shall result in the nurse being compensated at either the base rate of pay of that position, or her or his regular rate of pay plus the Medical Center’s premium for temporary assignment, whichever is greater.

**ARTICLE 9 - SHIFT DIFFERENTIAL & PREMIUM PAY**

9.1 Shift Differential. Nurses with a majority of their hours worked during evening duty (3-11 shift) shall receive an additional two dollars and twenty-five cents (\$2.25) over their base rate of pay. Nurses with a majority of their hours worked during night duty (11-7 shift) shall receive an additional three dollars and twenty-five cents (\$3.25) over their base rate of pay.

9.1.1 Home Care. Shift differential shall not apply to Home Care nurses.

9.1.2 Application of Shift Differential. Shift differential shall be included in the computation of pay for the following:

- a) Overtime. Based on the regularly scheduled shift in which the majority of the hours are worked, except in cases where overtime exceeds the minimum of five (5) hours into another shift, in which case the differential shall be paid on all overtime hours.
- b) Callback. Based on the shift during which the actual callback hours are worked.

9.2 Stand-by. Nurses required to “stand-by” for possible call to duty shall be paid at the rate of three dollars and seventy-five cents (\$3.75) per hour. Stand-by on holidays identified in Section 10.7 shall be paid at the rate of four dollars (\$4.00) per hour. Stand-by duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. When a nurse is scheduled to begin standby duty following an assigned shift, standby duty begins when the nurse is released from the preceding shift. A communication device shall be provided for OR and Cath lab nurses on standby if requested by the nurse.

9.2.1 Home Care. Home Care nurses on standby who respond to a telephone call from a patient which results in a home visit to the patient by the nurse will consider the telephone call as part of the visit for pay purposes. The nurse on standby shall receive time and one-half (1½) for a minimum of three (3) hours each time the nurse leaves her or his home for a visit(s). Phone calls received by Home Care nurses on standby which do not result in a visit shall be logged and paid for at time and one-half (1½) for all the time worked with no minimum.

9.2.2 Standby Assignments for Nurses in Units or Departments Without Regularly Scheduled Standby.

- a) This section shall not apply to O.R., P.A.R., O.H.S., cath lab, and Home Care nurses. In these areas, standby shall continue to be required according to the operational needs of the Medical Center.
- b) Nurses placed on low census shall not be placed on standby without mutual consent.
- c) Nurses will be given at least two (2) hours’ notice, if possible, prior to being placed on standby.
- d) Refusal to accept mandatory standby may be grounds for disciplinary action unless made for legitimate reason; the Medical Center may require substantiation of the reason for refusal if a pattern of refusal has been demonstrated.
- e) Prior to instituting mandatory standby, a good faith effort will be made to inform the local unit chairperson or her or his designee.
- f) Mandatory standby will be for no more than eight (8) hours per pay period and will satisfy mandatory overtime requirements.
- g) Mandatory standby will be rotated equitably, least senior nurse first.

9.2.3. Excessive Standby. OR, PAR, OHS, and Cath Lab nurses will be paid seven dollars (\$7.00) per hour for every hour of “stand-by” after being scheduled in stand-by status in excess of fifteen (15) days within one calendar month. Voluntary or employee initiated standby hours are excluded from the above premium.

9.3 Callback. Callback is time worked by an employee who has been called to work from standby duty. Any time actually worked in call back shall be compensated at the rate of time and one-half (1½) the regular rate of pay. Double time shall be paid after a nurse works more than four (4) consecutive hours of callback immediately following the nurse's regular shift, or more than twelve (12) consecutive hours on callback time. When called back, the nurse shall receive time and one-half (1½) for a minimum of three (3) hours. Regular operating room cath lab, and PAR nurses not on standby who are called back to work shall receive three (3) hours at time and one-half (1½) or double time for all hours worked, whichever is greater. Regular operating room, cath lab, and PAR nurses working in callback shall not be called back for the purpose of floating off the unit unless mutually agreed otherwise. Regular nurses, other than regular O.R., cath lab, and PAR nurses, not on standby who are called back to work during a shift to cover for an increase in census or an unexpected, unscheduled occurrence, shall receive time and one-half (1½) for a minimum of three (3) hours.

9.4 BSN/MSN Recognition. Nurses who possess a Bachelor of Science in Nursing (BSN) and/or a Master's of Science in Nursing (MSN) shall receive a premium of one dollar (\$1.00) added to their hourly rate of pay for all hours paid.

9.5 Certification Pay. Nurses who receive and maintain certification in one or two specialties approved by the American Nurses Association or other recognized certifying entity, and in an area in which the Medical Center and the nurse regularly provides service, as determined by the Medical Center, will be paid a premium of one dollar (\$1.00) for the first such certification and fifty cents (\$0.50) for the second such certification. Certification pay will not be paid for certification(s) that are required for an employee's position. Nurses not currently receiving certification pay, but who have a certification that satisfied the condition above, must inform the Human Resources Department of their certification. Payment of the certification premium shall begin the first full pay period following notification. Certification pay will be discontinued upon expiration. To receive retroactive certification pay, nurses must complete all necessary procedures for renewal prior to the expiration date of certification and notify the Medical Center of successful certification renewal within fifteen (15) days of receipt of renewal.

9.6 Preceptor Pay. Nurses who are assigned by their department manager or designee as preceptors will receive a premium of one dollar and thirty-five cents (\$1.35) per hour.

9.7 Charge Pay. Nurses who are assigned by their department manager or designee as a charge nurse (or relief charge nurse) will receive a premium of two dollars (\$2.00) per hour. Nurses who are assigned permanent charge duties shall receive this premium as part of their base rate of pay.

9.8 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars (\$3.00) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for overtime calculations. For premium pay purposes, the weekend shall be defined as a forty-eight (48) hour period beginning on or after 11:00 p.m. Friday and ending on or before 11:00 p.m.-Sunday. This premium shall not apply to annual leave, sick leave, or other hours paid but not worked.

**ARTICLE 10 - PAID TIME OFF**

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

10.2 Eligibility. Regular full-time and part-time nurses are eligible to use PTO, to the extent accrued, and unused, on the employee’s 90<sup>th</sup> day of employment. PTO may be used for personal time off or time off taken by a nurse due to illness, injury, or the illness of a qualified family member (defined in Section 12.2).

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

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

Regular full-time nurses hired on or after January 1, 2014, will accrue PTO according to the following schedule for full-time employees:

<u>Years of Service</u>	<u>Eight (8) Hour Days Per Year</u>	<u>Hours Per Year (FT RNs)</u>	<u>Hours Per Pay Period (FT RNs)</u>	<u>Accrual Rate Per Hour</u>
0-4 years	20.7	165.6	7.08	.08
4+ - 10 years	25.2	201.6	7.75	.10
10+ - 11 years	29.7	237.6	9.14	.11
11+ - 13 years	30.6	244.8	9.42	.12
13+ - 15 years	31.5	252	9.69	.12
15+ - 17 years	32.4	259.2	9.97	.12
17+ - 19 years	33.3	266.4	10.25	.13
19+ years	34.2	273.6	10.52	.13

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

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

10.3.2 Accruals in Excess of Maximum. If a nurse is unable to use sufficient PTO to bring her or his account below one year's accrual maximum because she or he has had two (2) or more PTO requests denied, the nurse may carry over those hours which were requested off into the following quarter or exercise the options under the PTO cash out provision as outlined in Subsection 10.4.1.

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

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

10.5 Request for Scheduled PTO. Requests for PTO are subject to prior supervisory approval and shall be granted according to the operating needs of the Medical Center and subject to the availability of accrued PTO. Requests shall be made in writing through an electronic request system implemented by the Medical Center or, in the absence of an implemented request system, to the Staffing Office or appropriate department director or manager. The request shall include the nurse's name, latest date of hire, requested vacation dates, date of request and signature. Except by mutual agreement, nurses will be allowed to request only a maximum of two (2) weeks of PTO for vacation during prime time (June 1 through September 1). A one (1) week vacation request may include any seven (7) consecutive days, but must include within this seven (7) days all of the nurse's regularly scheduled workdays for that period. Nurses who request two (2) continuous weeks off may include one (1) regularly scheduled weekend. Nurses who request three (3) or more continuous weeks off may include two (2) scheduled weekends. A nurse's regular weekend schedule will not be changed based on vacation requests.

Vacation requests shall be made in accordance with the following procedure:

- a) Vacation requests shall be for the period March 1 through the last day of February of the following year.
- b) The first seven (7) days of January, nurses with fifteen (15) or more years of service may request up to half of their vacation time.
- c) The second seven (7) days of January, nurses with eleven (11) through fourteen (14) years of service may request up to half of their vacation time.
- d) The third seven (7) days of January, nurses with five (5) through ten (10) years of service may request up to half of their vacation time.
- e) The last ten (10) days of January, nurses with one (1) through four (4) years of service may request up to half of their vacation time.
- f) The first week in February, nurses with less than one (1) year of service may request up to half of their vacation time. Those nurses who did not request vacation at the appropriate time may request up to half of their vacation time.
- g) Preference between nurses selecting the same period on or before the end of the first week in February shall be given to the nurse with the greater seniority except that if the more senior nurse requests the same week(s) off every year, preference will be rotated among those timely requesting that week(s) in order of seniority.
- h) Vacation requests made during the time periods specified in (b)-(f) shall be either granted or denied no later than February 28. Specific reasons for denial will be given.
- i) Requests made after the first week in February must be made at least one (1) month before the posting of the affected schedule.
- j) For vacation requests submitted outside of January and the first week of February, the nurse's manager shall respond in writing to a request for time off thirty (30) or more days in the future within fourteen (14) calendar days from the date of the request. Approval is subject to time off scheduled through the Staffing Office and to the operational needs of the Medical Center. Specific reasons for denial will be given.

Accrued PTO will be paid to replace regularly scheduled shifts during the vacation period. All approved vacation requests are granted contingent on the nurse having sufficient accrued and unused PTO available at the time of the vacation to replace all regularly scheduled shifts during the vacation period. If a nurse does not have sufficient accrued and unused PTO available at the time of the vacation, the nurse may be scheduled to work by the Employer up to the nurse's regular FTE. However, the Employer will not schedule a nurse to work during a scheduled PTO period if

the nurse has in the previous twelve (12) months used PTO when subject to mandatory low census equivalent to greater than 50% of the nurse's annual PTO accrual level under Section 10.3.

10.6 PTO Donations. If any employee of the Medical Center suffers a serious injury or illness and that employee is eligible to receive donation as determined by the Medical Center, nurses may donate PTO time to the sick/injured employee.

10.7 Holiday Pay. Nurses required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, or Christmas Day shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked on the holiday. Night nurses shall receive holiday premium pay for the shift when the majority of the hours worked on that shift fall on the holiday. In addition to holiday premium pay, regular nurses may, at their option, claim pay from their accumulated PTO account in an amount equal to their regular scheduled hours.

10.8 Rotation of Major Holidays. Unless permitted by the operational requirements of the Medical Center where there are competing requests for Christmas Eve, Christmas, New Year's Eve, New Year's Day, or Thanksgiving, a nurse shall not take more than one (1) of the three (3) Major Holidays in any one (1) scheduling year; nor, if there are competing requests, shall a nurse take the same Major Holiday more than once every three (3) years. Use of EIT on a scheduled Major Holiday does not fulfill the obligation under this section.

10.9 Holiday Posting. In keeping with current Medical Center procedure, schedules of calendar dates to be observed as holidays during the year shall be posted in the Human Resources Office on an annual basis.

10.10 Notification of Unscheduled Absence. Nurses working the first (day) shift shall notify the employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with the department manager.

10.11 Verification. Verification by a treating Health Care Provider (including Employee Health Nurse) may be required when taking PTO of three (3) consecutive work days or longer.

## **ARTICLE 11 - PAID SICK LEAVE**

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

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

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

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

11.5 Use of Paid Sick Leave (PSL). PSL may be used, to the extent accrued and unused, beginning on the 90th day of employment. PSL may be used for the purposes and in the manner set forth in the Employer's policy regarding paid sick leave, consistent with the provisions of the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq., and for any purpose required by applicable law. When used, PSL is paid at the nurse's regular rate of pay, including BSN/certification pay, permanent charge nurse pay, and shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay, and/or other premium pay allowances. PSL hours will not be cashed out.

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

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

## **ARTICLE 12 - EXTENDED ILLNESS TIME**

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

12.2 Use of EIT. EIT may be used beginning on the 90th day of employment. EIT may be used following the first two (2) complete shifts missed due to illness, injury, or temporary disability of the nurse or the nurse's minor child, to care for qualified family members in accordance with and subject to the Washington Family Care Act (RCW 49.12.265-.295) and applicable regulations as they may be amended from time to time, or as required by other applicable law or regulation, provided that an employee must use all available PSL before accessing EIT for the employee's illness, injury, or temporary disability. Nurses who have more than fifty percent of their maximum EIT leave accrual in their leave bank will not be required to use PTO to satisfy any waiting period.

12.3 Verification. Verification by a treating Health Care Provider (including Employee Health Nurse) may be required when taking EIT of three (3) consecutive work days or longer.



12.4 Recurrent Illness. If a nurse returns from EIT and must be absent again within ten (10) calendar days for the same condition which justified the taking of EIT under Section 12.2, the nurse may access EIT as if the condition had resulted in consecutive absences.

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

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

12.7 Notification of Absence from Work. Nurses working the first (day) shift shall notify the employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with the department manager.

### **ARTICLE 13 - HEALTH AND WELFARE**

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

13.2 Employee Health Screening. At the time of employment and annually thereafter, the Medical Center shall offer the usual health screening programs at no cost to the nurse. All tests mandated by law and the Medical Center shall be provided at no cost to the nurse. The results shall be communicated to the nurse, as well as to the physician, if requested.

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

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

13.5 Plan Changes. In the event the Medical Center modifies its current plans or provides an alternative plan(s), the Medical Center will review the plan changes with the Association prior to implementation. The Medical Center shall notify the Association at least

forty-five (45) days prior to the intended implementation date and will meet during this period with the representatives of the Association upon request.

## **ARTICLE 14 - STAFF DEVELOPMENT**

14.1 Education. The primary responsibility for education rests with each individual nurse. Nurses are encouraged to communicate their suggestions and requests with regard to educational topics to be covered to the appropriate department of the Medical Center. The Association agrees to promote active participation and attendance in the educational programs provided by the Medical Center.

14.1.1 The Medical Center shall maintain a viable education program responsive to the needs of the nurse and in conformance with the objectives and philosophy of the Nursing Division and Medical Center. Programs shall be posted in advance and scheduled in an effort to accommodate varying work schedules. When education programs are posted, the Medical Center shall indicate if attendance is mandatory. Time spent at mandatory education sessions shall be considered as time worked. Education programs shall be consistent with the standards established by the Joint Commission on Accreditation of Health Care Organizations. If a mandatory education course does not last for the duration of the nurse's regularly scheduled shift, the nurse shall be able to choose one of the following options: (1) work the remainder of the shift, (2) use PTO for the remainder of the shift, (3) use Paid Professional Educational time for the remainder of the shift, or (4) not work and not be paid for the remainder of the shift. Options (1), (2), (3), and (4) do not apply to internet-based courses offered through Healthnet.

14.2 Orientation. The Medical Center shall orient new and returning nurses to the institution, its policies and procedures, and the nurses' functions and responsibilities as defined in the job descriptions. Nurses may request to be oriented to other units. Such orientation shall be for the purpose of increasing the nurses' skill in the area in which they may be working. This shall be a scheduled orientation of specified time as agreed upon by the nurse and supervisors of the involved areas. A nurse will not be required to perform tasks and procedures or to operate equipment for which the nurse has not been trained.

14.3 Tuition Assistance. All nurses covered by this Agreement who have completed three months of satisfactory employment, are scheduled to work twenty (20) or more hours per week, and maintain regular status while enrolled, may avail themselves of the benefit of tuition assistance according to the Medical Center's Tuition Assistance policy. The Medical Center reimburses up to \$1,500 per fiscal year for tuition paid for courses at an accredited institution that relate to the nurse's current position or one for which she or he is preparing or being considered. Nurses must obtain a passing grade of a "C" or its equivalent and remain employed at the Medical Center for a minimum of one year. Terminated nurses must repay a pro-rated share of the tuition, unless an exemption due to hardship is granted by the Medical Center in its sole discretion.

14.4 Paid Professional/Educational Time. After one (1) year of continuous employment, full-time nurses shall be allowed up to thirty-two (32) hours of paid educational leave per fiscal year. Such leave shall be subject to scheduling requirements of the Medical Center, approval by the Medical Center of the subject matter to be studied, and certification of attendance and/or

completion of the course. Such time may be used on an hourly basis. Paid professional education time for courses of seven (7) hours or more will be paid out to replace the regularly scheduled shift. Regular part-time nurses shall be allowed a pro rata share of the thirty-two (32) hours based on their officially authorized schedule.

14.5 Unpaid Professional/Educational Time. Five (5) days of leave without pay per fiscal year may be granted for educational purposes, provided nursing services shall not be jeopardized.

14.6 Definition - Professional/Educational. Programs, conferences, classes, seminars, etc., which are CERP approved or which are related to the area in which the nurse works or expects to be working, or which are mutually agreeable between the nurse and the nurse's supervisor, are appropriate for the use of Professional/Educational time.

14.7 Scheduled Educational Time. When educational time is requested and approved in advance, the Medical Center shall make a reasonable effort to grant the time subject to patient care needs. The Nursing Director or designee will use best efforts to consider paid educational time as time worked for the purposes of scheduling. The Medical Center shall reimburse the nurse for any registration fees due to revoking the nurse's approved time.

14.8 Continuing Education Reimbursement. Reimbursement for seminar and conference fees, travel, and other expenses related to such seminars and conferences will be made available to nurses. The Medical Center shall make \$25,000 available during each fiscal year of the contract. Each nurse may request up to \$350 per year until the annual \$25,000 fund is exhausted. In the event that the maximum annual fund is not exhausted prior to December 31 of each year, the balance will be available for distribution to nurses who during the fiscal year have incurred educational expenses in excess \$350. To be eligible to share in any fund surplus, nurses must submit by December 31, written receipts for allowable expenses that exceed \$350. The remaining fund balance will be divided equally among those nurses who submitted receipts and distributed in the first pay period after February 1 in the following year, provided, however, that a nurse's share of the divided fund surplus cannot exceed the amount of the receipts in excess of \$350 that the nurse submitted. There shall be no carryover of funds from one fiscal year to the next. The Education Committee may utilize funds remaining at the end of the fiscal year to bring in a speaker for the following year.

14.9 Monthly Education Reporting. The Employer shall track, by Unit and shall provide the following information to the Conference Committee on a monthly basis:

- a) The number of education leave hours granted pursuant to Section 14.4;
- b) The amount of continuing education reimbursement funds requested by nurses pursuant to Section 14.8;
- c) The amount of continuing education reimbursement funds granted pursuant to Section 14.8.

## ARTICLE 15 - APPRAISAL AND DISCIPLINE

15.1 Evaluations. Formal written performance appraisals of each nurse shall be carried out during the probationary period and not less than annually thereafter. The number and acuity level of patients assigned to a nurse will be considered in the nurse's performance appraisal. When such a formal written appraisal is carried out, the nurse shall be made aware of the appraisal and shall signify, in writing, awareness of the appraisal. If the nurse disagrees with the appraisal, the nurse may object in writing to the appraisal, and such objection shall be retained by the Medical Center with the appraisal. Performance appraisals will include peer review, if requested by the nurse or the supervisor.

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

15.2 Personnel File. Personnel records will be maintained for each nurse. Information contained in the personnel record will include among other information relevant to the nurse's employment: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. A Human Resources Department representative will be in attendance. Nurses will be given the opportunity to provide a written response to any written evaluations, disciplinary actions, or any other material to be included in the personnel file. Documentation regarding rate of pay, unit, shift, hours of work, reason for termination (whether quit, discharge, or retirement), change in employment status, and leaves of absence shall be in writing with a copy given to the nurse. The nurse will be given a copy of any material placed into the nurse's file after the effective date of this Agreement at the time the material is placed in the file. Upon request, a nurse will be given a copy of any material in the employee's personnel file which is relevant to the nurse's concerns without charge. Additional copies will be at the nurse's expense.

15.3 Discipline and Discharge. No nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and disciplinary suspensions). A copy of all written disciplinary actions shall be given to the nurse. Upon request, nurses shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may be placed on administrative leave pending investigation when the nature of the offense requires immediate suspension or discharge. A nurse will be advised that she or he may request the attendance of an Association representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action. The Medical Center shall notify the Association upon discharge of a staff nurse with regular status.

## ARTICLE 16 - LEAVES OF ABSENCE

16.1 In General. All leaves of absence 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 to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence begins on the first day of absence from work.

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

### 16.3 Family Leave.

16.3.1 State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the nurse for a period of up to six (6) months for the care of a newborn or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Except in special circumstances, nurses must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the first day of the 13th week. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening for which she or he is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. A nurse may guarantee her or his position (same unit, shift, and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her or his maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

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

The Medical Center and the Association, on behalf of nurses, reserve all rights granted under the Family and Medical Leave Act of 1993, as amended, most recently by the 2010 National Defense Authorization Act, and the U.S. Department of Labor regulations governing the Act.

16.3.2.1 FMLA Leave to care for an Active Duty Service Member.

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

16.3.2.2 FMLA Leave to Care for an Injured Service Member.

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

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

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

16.5 Child Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to a nurse to care for a dependent child who resides with the nurse for conditions other than those set forth in Section 16.3 (Family Leave) without loss of seniority or accrued benefits. A nurse on child care leave shall be entitled to return to the same position (same unit, shift, and FTE) the nurse occupied prior to the leave if the nurse returns within thirty (30) days. If the nurse returns after thirty (30) days, the nurse shall be eligible for the first available position for which the nurse is qualified consistent with the process established in Section 16.14 of this Agreement. Such leave shall not exceed one (1) year.

16.6 Health Leave. A leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. If the nurse's absence from work for health reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift, and former full-time or part-time status. Thereafter for the duration of the six (6) month leave,

upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. During this health leave of absence, the nurse may use previously accrued PSL, EIT and PTO thereafter to the extent accrued. The Employer may require a statement from a licensed physician verifying the nurse's health condition and attesting to the nurse's capability to perform the work required of the position.

16.7 Military Leave. Leave required in order for a nurse to fulfill active duty requirements in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual leave time. A nurse who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to her or his former position, or to a position of like seniority, status, and pay.

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

16.8 Jury Duty. All full-time and part-time nurses who are required to serve on jury duty on a regularly scheduled work day, or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay, up to a maximum of ten (10) days; provided that they notify the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship on the Employer. Nurses who serve as jurors will be administratively assigned to a day shift for the duration of the jury duty. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time or may use accrued unused PTO. Nurses must report daily by telephone to the Staffing Office on their scheduled days of work to communicate their status/obligation to qualify for leave under this section.

16.9 Bereavement Leave. Regular nurses are eligible for up to three (3) paid shifts to replace scheduled hours of work at regular rate of pay for the death of the nurse's spouse/domestic partner, parent, brother, sister, child, grandparent, grandparent of spouse, grandchild, any relative living in the nurse's household, or parent of current spouse. An additional two shifts of funeral leave may be granted for extensive travel to attend a funeral more than a radius of 300 miles from Yakima, when approved by Human Resources management.

16.10 Domestic Violence Leave. Pursuant to RCW 49.76, if a nurse or family member is a victim of domestic violence, sexual assault, or stalking, the nurse may take reasonable leave from work, intermittent leave, or leave on a reduced leave schedule to take care of legal or law enforcement needs to ensure the nurse's or family member's health and safety. In addition, leave may be taken by the nurse to seek medical treatment, mental health counseling, and social services

assistance for the nurse or the nurse's family member. For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, domestic partner, or a person with whom the nurse has a dating relationship. A nurse may elect to use any combination of her/his accrued leave or unpaid leave. Nothing in this section exceeds the rights granted under RCW 49.76.

16.11 Leave With Pay Status. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Medical Center.

16.12 Leave Without Pay Status. Leave without pay for a period of thirty (30) calendar days or less shall not alter a nurse's anniversary date of employment or the amount of PTO or EIT credits which would otherwise be earned by the nurse. Leave without pay for a period in excess of thirty (30) calendar days shall result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically approved by the Medical Center. (This computation is based on an average of monthly hours paid for the previous quarter year.)

16.13 Employment While on Compensated Leave. A nurse on a paid leave of absence, or who is receiving compensation of any kind based on employment at the Medical Center, shall not accept employment elsewhere without first notifying the Medical Center. Acceptance of employment elsewhere, without the written approval of the Medical Center, may result in the nurse's leave being terminated.

16.14 Return from Leave. Unless otherwise specified in this Article, nurses who have a leave of absence of two (2) months or less shall return to their previous position and shift. Nurses who return as scheduled from a leave in excess of two (2) months shall, when possible, be returning to the same, or substantially equivalent, assignment. When this is not possible, the nurse shall be given preference in filling other position vacancies in the Medical Center for which the nurse is qualified.

## **ARTICLE 17 - COMMITTEES**

17.1 Conference Committee. There shall be a permanent Conference Committee whose purpose is to improve communication between the Medical Center and the nurses and to foster discussion and problem solving on matters pertaining to this Agreement. The Conference Committee shall serve in an advisory capacity.

The Conference Committee will consist of: (1) up to three nurse representatives selected by their own group, and, to the extent practicable, selected from different units, one of whom will be selected by the nurse representatives as a co-Chair of the Committee, (2) the WSNA Nurse Representative, and (3) up to three management representatives, including the Chief Nursing Officer or designee, one of whom will be selected by management as a co-Chair of the Committee. The Conference Committee shall meet quarterly unless the co-Chairs of the Committee agree to more or less frequent meetings. The co-Chairs of the Committee may agree to meet without all Committee members present. The co-Chairs of the Committee will prepare a substantive agenda at least one week in advance of each meeting. Minutes will be kept of Conference Committee



meetings. All communications from the Conference Committee shall include the signatures of the six (6) nurse and management members of the Conference Committee.

17.2 Nurse Practice Committee. The Nurse Practice Committee (NPC) shall be composed of five (5) regular staff nurses, elected by the staff nurses from different units to the extent practicable, one of whom will be selected by the staff nurse members as a co-Chair of the Committee, and four (4) representatives of Nursing Administration, including the Chief Nursing Officer or designee, one of whom will be selected by management as a co-Chair of the Committee. If at least two (2) Nursing Administrative members and three (3) staff nurses are available for the committee meeting, the meeting will take place and not be cancelled. The NPC shall meet quarterly unless the co-Chairs of the Committee agree to more or less frequent meetings. The co-Chairs of the Committee will prepare a substantive agenda at least one week in advance of each meeting. Minutes will be kept of NPC meetings.

The NPC serves in an advisory capacity and the Medical Center recognizes the responsibility of the NPC to recommend measures to improve nursing practice and patient care, and shall duly consider such recommendations and shall so advise the committee of actions taken. The objectives of the NPC shall be:

- a) To consider the professional practice of nurses and evidence-based standards of nursing practice,
- b) To work for the improvement of nursing practice,
- c) To recommend to the Medical Center ways and means to improve nursing practice, and
- d) To consider the professional development of nursing skills and competencies.

Any nurse covered by this Agreement may refer a health care and/or practice issue to the NPC for review and action. The NPC shall notify the petitioning nurse of its agreed findings and recommendation for corrective action, which shall be noted in NPC meeting minutes. Safety procedures and/or equipment shall be appropriate subjects for the NPC.

17.3 Nurse Staffing and Resource Committee. The Nurse Staffing and Resource Committee (NSRC) shall be responsible for those activities required of it under RCW 70.41.410 and RCW 70.41.420, and successors thereto.

The NSRC shall be composed of four (4) regular staff nurses, elected by the staff nurses from different units to the extent practicable, one of whom will be selected by the staff nurse members as a co-Chair of the Committee, and four (4) representatives of Medical Center management, including the Chief Nursing Officer or designee, one of whom will be selected by management as a co-Chair of the Committee. The NSRC shall meet quarterly or as necessary to complete the activities of the NRSC, as determined by the co-Chairs of the Committee. The Employer's CEO will attend Committee meetings at least two (2) times per year. If the WSNA

local unit chairperson is not a member of the NSRC, she or he will be released to attend the meetings of the committee attended by the Employer's CEO on paid time. The co-Chairs of the Committee will prepare a substantive agenda at least one week in advance of each meeting. Minutes will be kept of NSRC meetings.

17.4 Attendance at Committee Meetings. The Medical Center shall make a good faith effort to provide relief or scheduled time off to members of the committees under Section 17.1, 17.2, and 17.3 above, for the purpose of attending scheduled meetings. The committee members must notify the Medical Center, at least two (2) weeks in advance, of the date and time the committee meeting is scheduled. If a meeting is cancelled, the new date and time shall be agreed upon by the committee co-Chairs. Individuals representing the nurses on all contractually established committees shall be paid at the regular rate for the duration of the scheduled meeting. The Medical Center will notify nurses whether their attendance on non-contractual committees will be compensated upon being invited to participate on those committees.

## **ARTICLE 18 - STRIKES /WORK STOPPAGES, AND WORK SLOWDOWNS**

It being the mutual desire of both parties hereto to provide for uninterrupted and continuous patient care, the nurses agree there shall be no picketing, strikes, walkouts, sympathy strikes, or work slowdowns, or any other work interruption during the life of this Agreement for foreseeable, unforeseeable, arbitrable, or non-arbitrable reasons of any kind. Nurses violating this Article shall be subject to an immediate discharge.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

19.1 Definition. In the event of any dispute or difficulty arising under this Agreement as to its interpretation or application, the same shall be handled in the following manner. Probationary nurses shall have access to this procedure, except for matters relating to discipline or discharge. Probationary nurses may be disciplined or discharged without cause and without recourse.

19.2 Time Limits. The term "days" as used in this Article means calendar days except that deadlines that fall on weekend days or holidays shall be extended to the next following work day. Reasonable requests for extension of timelines made by either party will be granted. Grievances must be timely filed pursuant to Step 1. Thereafter, failure to meet the time limits prescribed or agreed upon shall result in the grievance being advanced to the next step in the process through Step 3.

19.3 Content of Grievance. The written grievance shall include a clear description of the contract section alleged to have been violated, the date and time of the alleged violation, and a clear description of the facts surrounding the alleged violation. The grievance shall also contain a clear description of the requested remedy.

19.4 Grievance Procedure. Both parties shall attempt to resolve grievances at the earliest possible step and, whenever possible, informally between the nurse and the nurse's Department Director. The steps of the grievance procedure shall be as follows:

- Step 1: Nurse and Department Director.** The nurse shall present the grievance in writing to the Department Director, as soon as possible but no later than eighteen (18) days from the date the nurse knew or should have known of occurrence of the act or conduct upon which the grievance is being based. A copy of the grievance shall also be given to the Human Resources Department. The Department Director who is presented the grievance will sign and date the grievance to acknowledge receipt. The Department Director, within ten (10) days of receipt of the grievance, will schedule a meeting with the grievant and the grievant's chosen representative. The Department Director shall respond in writing within ten (10) days of the meeting.
- Step 2: Nurse, Local Unit Grievance Officer, and Chief Nursing Officer.** If the nurse is dissatisfied with the decision under Step 1, the nurse may submit the written grievance to the Chief Nursing Officer or designee within ten (10) days of receipt of the written response. The Chief Nursing Officer or designee will, within ten (10) days of receipt of the grievance, schedule a conference with the affected parties for the purpose of resolving the grievance. A written response to the nurse shall be made by the Chief Nursing Officer or authorized representative within ten (10) days after the conference.
- Step 3: Administration and Association Representative.** If the grievance is not resolved by the conference with the Chief Nursing Officer within ten (10) days of receiving the response, the Association may submit the grievance to the Director of Human Resources. The Director of Human Resources shall schedule a meeting between the Medical Center Chief Executive Officer or her or his designee, the Director of Human Resources, affected management representatives, the grievant, the Local Unit Grievance Officer, and a representative of the Association, if requested, within ten (10) days. The Chief Executive Officer or designee shall render a written response within ten (10) days of such meeting.
- Step 4: Arbitration.** If the grievance is not resolved under the foregoing procedures, then the Association may, within thirty (30) days thereafter, notify the Director of Human Resources or her or his designee in writing of its desire to submit the matter to arbitration under the following procedures. The Association and Medical Center shall select one (1) arbitrator, but if they cannot agree upon an arbitrator within a period of five (5) days, then either party may request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service and the parties shall alternately strike one (1) name and the last name remaining shall be the arbitrator. The arbitrator's fee and all other expenses jointly incurred by mutual consent incident to the arbitration shall be shared equally by the parties. Each party shall be responsible for all other expenses and costs of presenting its case to

arbitration. No question, issue, or matter shall be considered or decided in arbitration except those contained in the written grievance as originally submitted or those contained in a written stipulation between the parties. The arbitrator shall have no authority to add to or modify this Agreement and may only consider the claim based upon specific provisions of this Agreement. Decisions on all questions properly submitted to arbitration shall be final and binding upon all parties.

## **ARTICLE 20 - MANAGEMENT RIGHTS & RESPONSIBILITIES**

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

## **ARTICLE 21 - GENERAL PROVISIONS**

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

21.2 Amendments. Any change or amendment to this Agreement shall be in writing and duly executed by the parties hereto.

21.3 Financial Adversity. If, during the life of the Agreement, the Medical Center is seriously and adversely affected by legislation or regulations and reimbursement policies of payers, the Association agrees to meet with the Medical Center to discuss ways in which such financial adversity can be met and what modifications and deferrals shall be made, subject to mutual agreement.

21.4 Non-Contract Past Practice. The Medical Center agrees to discuss changes in past practices, not specifically written in this Agreement, prior to implementing said changes.

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

## **ARTICLE 22 - DURATION**

This Agreement shall be effective on the date the Agreement is ratified, and shall continue in effect until March 31, 2022, and shall continue in full force and effect from year to year thereafter unless notice has been given in writing ninety (90) days prior to the 31st day of March, or any anniversary date thereafter, by any party, that this Agreement is to be amended or terminated.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019.

ASTRIA REGIONAL MEDICAL  
CENTER

WASHINGTON STATE NURSES  
ASSOCIATION

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John Gallagher,  
Chief Executive Officer

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Herbie Aganda, RN,  
WSNA Local Unit Chair

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Evette F. Runyon, RN,  
WSNA Local Unit Secretary

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Mark Mc Feeley, RN,  
WSNA Local Unit Membership Officer

---

Laurie Robinson, RN,  
WSNA Bargaining Team Member

---

Ty Fotheringill, RN,  
WSNA Bargaining Team Member

---

Jayson Dick,  
WSNA Nurse Representative

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Lane Toensmeier,  
WSNA Attorney, Labor Counsel

**Memorandum of Understanding  
Between  
Astria Regional Medical Center  
And  
Washington State Nurses Association**

This is an agreement between Astria Regional Medical Center (“Hospital”) and the Washington State Nurses Association (“Association”) to specify the terms of a one-time wage reopener in the fall of 2020.

Either Party may, by written notice to the other given by no later than August 15, 2020, reopen this Agreement solely for negotiation over proposals for one-time adjustments to the wage scale in Section 8.1 (except that the two percent (2%) wage increase that is specified in Section 8.1.1 to be effective the first full pay period following January 1, 2021 will be maintained). Upon receipt of timely written notice, the Parties agree to begin meeting on September 1, 2020 (or another mutually acceptable date thereafter) and that such negotiations will conclude by no later than December 1, 2020, unless the parties mutually agree otherwise. This period is the term of the reopener.

Any agreement to adjust wage scales reached during the term of the reopener will be effective the first full pay period following January 1, 2021, unless the parties mutually agree otherwise. Solely during the term of the reopener, the Association may conduct informational picketing, in accordance with all applicable law, notwithstanding anything in Article 18 to the contrary.

\_\_\_\_\_  
For the Hospital

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date