

Agreement between
SEIU Healthcare 1199NW and St. Elizabeth Hospital

St. Elizabeth Hospital

2016 - 2019 Contract

(Registered Nurse Unit)



SEIUHealthcare[®]
United for Quality Care

2016 - 2019

EMPLOYMENT AGREEMENT

By and Between

ST. ELIZABETH HOSPITAL

and

SEIU HEALTHCARE 1199 NW

(Registered Nurse Unit)

PREAMBLE

This Agreement is made and entered into between St. Elizabeth Hospital, Enumclaw, Washington (hereinafter referred to as the "Employer"), and SEIU Healthcare 1199 NW (hereinafter referred to as the "Union").

ARTICLE 1 -- RECOGNITION

1.1 Unit and Union Recognition. The Employer recognizes the Union as the sole and exclusive representative for, and this Agreement shall cover, all nurses of St. Elizabeth Hospital working as full-time, part-time, or per diem Registered Nurses; excluding all supervisors as defined in the Act, managers, confidential employees, nurse anesthetists (CRNA's), temporary agency contract personnel, and all other employees.

1.2 New Classification. New job classifications established during the term of this Agreement for a registered nurse shall be covered by this Agreement, unless they are administrative/management or supervisory positions, or otherwise excluded from the bargaining unit, as defined in Section 1.1 of this Agreement.

ARTICLE 2 -- NO DISCRIMINATION

2.1 Equal Employment. The Employer and Union agree that conditions of employment shall be consistent with applicable State and Federal laws regarding discrimination.

2.2 Sexual Harassment. Sexual harassment shall be considered discrimination under this Article. The Employer agrees to take corrective action to ensure that such practices are remedied and that such discrimination does not happen. Reprisal against a grievant or witness for a grievant is prohibited.

ARTICLE 3 -- THE RIGHTS OF THE PARTIES

3.1 Hospital Operating Responsibilities & Rights. The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care,

efficiently and economically and/or meeting medical emergencies. Therefore, the Union recognizes the right of the Employer to operate and manage the Hospital, including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine working schedules and job assignments; to add or delete positions; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to discontinue work for economic, medical or operations reasons; to select and hire nurses; to promote or demote nurses; to discipline or discharge nurses; to lay off nurses for lack of work; to recall nurses; to require overtime work from nurses consistent with RCW 49.28.130; to promulgate rules and regulations and personnel policies, provided that such right shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such procedures as it from time to time shall determine.

3.2 Union Membership. All nurses covered by this Agreement who are members of the Union on the effective date of this Agreement, or who become members of the Union after that date, shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing", for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all nurses covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Nurses who fail to comply with this Agreement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the nurse fulfills the membership obligations set forth in this Agreement.

3.2.1 Religious Objection. Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such a nurse shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any nurse exercising his/her right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.2.2 Indemnity. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate a nurse's employment pursuant to this Article.

3.3 Nurse Information. Upon written request from the Union, the Employer will provide a current list of nurses covered by this Agreement. This list shall include name, address, employee identification number, classification, department, wage rate, date of hire and status (full-time, part-time, or per diem). Such list shall be furnished on a quarterly basis in an Excel document. Further, on a quarterly basis, the Employer shall provide the Union with a list of nurses terminated in the previous quarter (or placed on leave of absence). The Employer shall also provide on a quarterly basis a list of nurse monthly gross earnings. Additionally, on a monthly basis, the Employer shall inform the Union of newly hired nurses in the unit (or returning from leave of absence), providing information on name, position, address, employee identification number, classification, department, FTE status, wage rate, and date employment commenced.

3.4 Union Access. Authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purposes of observing working conditions, investigating grievances and performing their legitimate functions as representatives of the bargaining unit, so long as the provisions of this Section are met. If the Union limits its visit to the front lobby reception area or the cafeteria, then the Union need not provide advance notice to the Employer's Human Resources Director. If the Union wishes to observe working conditions or investigate grievances, the Union representatives must notify the Employer's Human Resources Director (or designee) on arrival. (However, the Union shall seek to give notice on the prior workday when possible.) In all cases, it is understood that their presence cannot interfere with the work of the employees or the operations of the facility as determined by the Employer, but that access shall not be unreasonably denied.

3.5 Union Postings. The Employer shall furnish a designated space on one bulletin board in each unit for the use of the Union pursuant to this Section. A copy of any materials to be posted on such board must at time of posting be submitted to the Human Resources Director and be signed by a designated Union Delegate. The only materials that may be posted include: union information, meeting notices and local unit newsletters.

3.6 No Union Discrimination. No nurse shall be discharged or discriminated against for any lawful Union activity, including serving on a Union committee or as a Union Delegate.

3.7 Agreement Distribution. Upon initial employment, a nurse in the unit shall be given a copy of this Agreement by the Employer, as well as a list of Union Delegates (and alternates) designated by the Union. The Union shall print and provide sufficient copies of both to the Employer for this purpose.

3.8 Payroll Dues Deduction. Upon written authorization from the individual nurse, the Employer shall deduct from the pay of said nurse an amount equal to the Union's regular monthly dues and/or initiation fees. The payroll deduction authorization form shall be provided by the Union and shall be honored by the Employer in accordance with its terms as noted in Appendix B.

The Treasurer of the Union shall inform the Employer as to the amount of dues and fees due. Fees deducted as above will be transmitted to the Union on the Friday of the second pay period of the month using the remittance forms supplied by the Union, giving the names of the nurses and the amount of deductions made for Union dues or initiation fees. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Hospital for or on account of any deduction made from the wages of a nurse.

3.9 Union Delegates. The Union will select Union Delegates (and Alternate Union Delegates) who shall serve as the Union's spokesperson at the worksite for the purposes of general representation as well as participation in the grievance procedure as may be requested by members of the bargaining unit. The Union will advise the Human Resources Director in writing of the identity of its Union Delegates and their alternates. Union Delegates and nurses shall use non-work time [before or after shift, during breaks, during meal periods, and any approved release time (leave without pay)] for all such contact and communications.

3.9.1 Union Delegate Training. The Hospital shall grant one (1) day of release time once a year for Union Delegates to attend the Union's Delegate training, subject to one (1) month's advance written notice to a Nurse Manager and special circumstances related to staffing. (A good faith effort will be made between the Union and the Hospital to mutually agree on a date for such training during a joint Labor-Management Committee meeting.)

3.9.2 New Nurse Clinical Orientation. The Employer will provide a list of all nurses hired to the Union on a monthly basis. At the request of the union, the Employer will provide a meeting room and access to newly hired RNs for the purpose of contract orientation. Time spent attending meetings will be on the nurse's own time.

3.10 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to assist in providing unpaid release time for nurses participating in contract negotiations (not to exceed one (1) nurse per unit); provided, however, that the nurse requests approval for time off from the Nurse Manager as soon as the Union has notice of future meeting dates.

3.11 Subcontract, Sale or Transfer. The Employer will give the Union written notice of its decision to sub-contract, sell or transfer any departments of the Hospital with bargaining unit nurses, no less than ninety (90) calendar days in advance of the scheduled effective date. During that ninety (90) day period, the Employer will meet and confer (not negotiate) with the Union about its decision, and if requested in writing it shall then negotiate with the Union as appropriate on impact and implementation matters.

3.12 Meeting Rooms. The union or union delegate may have access to meeting rooms for the purpose of meeting with bargaining unit employees, subject to meeting room availability. Use of the meeting room should be scheduled through the Human Resources Department. This access is limited based on the availability of meeting rooms. The union's access to meeting rooms is also subject to the Employer's right to cancel any scheduled use of the meeting room based on internal needs. The Employer will make a good faith effort to provide at least forty-eight (48) hours' notice to the union in the event it is necessary to cancel the union's scheduled meeting room. The union will provide as much notice as possible in the event a scheduled meeting room is no longer needed. Use of the meeting room will be subject to applicable rules regarding such use, including any applicable policies that may be developed for such use. Access to meeting rooms may be denied if the union fails to adhere to the provisions of this Article. Employees who attend meetings with union's representatives will do so on their own time.

3.13 Staffing Concerns. The Employer recognizes the responsibility of nurses under the Nurse Practice Act and will promote working conditions that enable nurses to meet their responsibilities under the Act. Such commitment is in recognition of the mutual desires of the parties to maintain staffing consistent with quality patient care. Staffing takes into consideration the magnitude and variety of the tasks and assessment needed on any particular shift. Nurses, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the supervisor or clinical manager as soon as the problem is identified. Nurses believing there is a continuous workflow or staffing problem which may include the ability to receive rest periods and meal breaks, should attempt to resolve the problem with the clinical manager. Continuous or potential workload or staffing problems discussed with the clinical manager that have not been resolved should be addressed to the Chief Nursing Officer (CNO). If the matter is not satisfactorily resolved, the matter may be referred to the Professional Practice Committee. Nurses who report staffing concerns shall be free from retaliation or intimidation for making such reports.

ARTICLE 4 -- DEFINITIONS

4.1 Regular Full-Time Nurse. A full-time nurse is a nurse who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a two (2) week period; or nurses regularly assigned to work four (4) ten (10) hour shifts per week (Appendix B); or nurses assigned to work three (3) twelve (12) hour shifts per week (Appendix C), and 2080 hours per year. Regular full-time status is attained once a full-time nurse has successfully completed the introductory period.

4.2 Regular Part-Time Nurse. A part-time nurse is a nurse who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week or thirty-two (32) hours within a fourteen (14) day period or a twelve (12) hour shift employee who is regularly scheduled to work at least thirty-six (36) hours in a fourteen (14) day period, and who has successfully completed the required introductory period.

4.3 Per Diem Nurse. A nurse who has been hired on an intermittent basis during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or nurse absenteeism. (This does not include temporary agency contract personnel.) A per diem nurse shall include nurses scheduled on a "call in" basis. Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix A and Article 6.2 Wage Implementation dates and shall also receive a fifteen percent (15%) wage premium in lieu of certain benefits.

4.3.1 Per Diem Expectations. Per diem nurses must be available a minimum of three scheduled shifts each month, one (1) of which must include a weekend shift; or the equivalent in a six (6) period at the approval of the Department Manager/Director, as well as one (1) of three (3) summer holidays (Memorial Day Independence Day or Labor Day), and one (1) of three (3) winter holidays (Thanksgiving Day, Christmas Day, or New Years Day).

4.3.2 Per Diem Status Change. Any per diem employee who works on a regularly scheduled basis at least sixteen (16) hours per week averaged over a six (6) month period may request a review of the employee's position to determine whether it should be converted to a regular position and posted. Such requests shall be made in writing by the per diem employee to the manager and will be subject to a good faith review within thirty (30) calendar days. This review shall not apply to per diem employees who are working the hours on a temporary basis to cover vacations, sick calls or leaves of absence, to cover posted, vacant positions or for special projects.

4.4 Introductory Period Nurse. A nurse who has been hired on a full or part-time basis and who has been continuously employed for less than five hundred and twenty (520) hours or three (3) months, whichever is longer. After successful completion of the introductory period, the nurse's status will be changed to that of a regular nurse, unless specifically advised by the Employer of an extended introductory period. In no event shall the introductory period exceed six (6) months. Prior to extending the introductory period, the nurse shall receive a written notice and evaluation from the Employer briefly explaining why the extension has been deemed necessary by the Employer. A introductory nurse may be discharged without notice or cause and shall not have access to the grievance procedure.

4.5 Resident Nurse. A Registered Nurse whose clinical experience after graduation is less than six (6) months (1,040 paid hours), or a Registered Nurse who is returning to practice with no current clinical training or experience. Such a nurse shall be provided supervision deemed necessary by the Employer and shall be responsible for direct care of a limited number of patients. Residency shall not exceed six (6) continuous months unless extended for an additional three (3) months when mutually agreed to by the Employer and the individual nurse involved.

A resident nurse who is expected to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a staff nurse shall be promoted to the position of staff nurse and compensated accordingly. Close and direct supervision shall be defined as working in conjunction with other Registered Nurses, including any designated supervision, as assigned by Nursing Administration.

4.5.1 Residency Period. Newly hired nurses who enter into a formal residency program within three (3) months of the date of hire shall be subject to an introductory period which shall begin at the date of hire and extend for sixty (60) days beyond completion of the residency program. After that sixty (60) day period, the nurse shall be designated as a full-time or part-time nurse. A nurse subject to the introductory period set forth in this section shall not be subjected to the introductory period provided for in section 4.4.

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

4.7 Hospital Resource Nurse. A Registered Nurse who is specifically assigned by Nursing Administration responsibilities for a designated time period in the Hospital as Hospital Resource Nurse. The Hospital Resource Nurse functions under the direction of the Chief Nursing Officer, or a designated Nurse Manager. These responsibilities may include, but are not limited to, facilitating information flow within the Hospital, serving as a resource person for problem solving, assigning break and lunch coverage, assigning patient care, coordinating patient placement, fulfilling pharmacy requirements, authorizing overtime and projecting staffing needs for the current/next shift. Hospital Resource Nurses will not generally take a routine patient assignment but will be expected to provide clinical assistance as needed.

4.7.1 House Resource Nurses and Expectations for Pager Response. Effective at ratification, the HRN working weekends, holidays and night shift will remain on duty during their lunch periods and be required to respond to pages during the entire twelve hour shift. These HRNs will complete the shift in twelve (12) hours.

The HRN working day shift during weekdays will be released from duty for one, unpaid thirty (30) minute meal break. The day shift HRN shall hand off the pager to an Assistant Clinical Manager or Manager unless there is an emergent situation. The day shift, weekday HRN will complete their shift in twelve and one half (12-1/2) hours.

4.8 Charge Nurse. An experienced registered nurse with demonstrated clinical and leadership skills who has been selected by the Employer as a leader and resource person to the staff on specific units on the nurse's shift. The Charge nurse may adjust staffing levels to meet patient care needs, including but not limited to call for additional staff as needed.

4.9 Length of Service. For the purposes of this Agreement, unless otherwise specified, a year is defined as 2080 actual paid hours, or twelve (12) months, whichever comes later. Low census hours count toward the accrual of benefits. Time paid for but not worked (excluding standby) shall be regarded as time worked for purposes of computing wages and benefits. Time worked, which is paid on an overtime basis, shall count as time worked for purposes of computing wages and benefits, not to exceed 2080 hours within any twelve (12) month period.

4.10 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse's hourly wage rate, shift differential, certification pay, charge nurse pay, house resource nurse pay, and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation. Shift differential shall not be paid when a nurse is temporarily assigned to the day shift during the nurse's residency or orientation period.

ARTICLE 5 -- HOURS OF WORK AND OVERTIME

5.1 Basic Work Period. The basic work period shall consist of forty (40) hours in seven (7) days or eighty (80) hours in a regularly recurring fourteen (14) day period as mutually agreed between the Employer and nurse in accordance with the Fair Labor Standards Act.

5.2 Basic Work Day. The basic work day shall be eight (8) hours and a one-half (1/2) hour lunch period on the nurse's own time. [It is understood that the Employer and a nurse may mutually agree in writing to innovative work schedules that could vary the basic work day for that nurse. Prior to implementation of a new innovative work schedule (other than those listed in the addenda to this Agreement), the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative work schedules are utilized by the Employer (including those innovative schedules set forth as addenda to this Agreement), the Employer retains the right to revert to an eight (8) hour shift schedule, after at least thirty (30) calendar days advance notice to the nurse. Where the Employer has elected to revert to the eight (8) hour schedule, it shall discuss such changes at the request of the Union.]

5.2.1 Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). The basic workday shall include a thirty (30) minute meal period on the nurse's own time if relieved of duty during this period. If the nurse is not able to take time off for the meal period, the meal period shall be considered work time for the purposes of Section 5.3. However, any overtime must be approved by the appropriate Nurse Manager or Hospital Resource Nurse. Employees shall receive one (1) fifteen (15) minute paid rest period during each four (4) hours of work.

5.3 Overtime. All work in excess of the basic work period or work day, when properly authorized by the Manager or Hospital Resource Nurse, shall be compensated for as overtime at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay for the appropriate period.

All time worked in excess of twelve consecutive (12) hours shall be paid at double (2x) the nurse's regular rate of pay, unless otherwise agreed pursuant to working on an innovative work schedule (e.g., twelve (12) hour shifts) or when requested by an individual nurse. The Hospital will not require its nurses to work beyond their scheduled shifts or work periods if doing so would violate RCW 49.28.130-150. Refusal to work overtime is not grounds for discrimination, dismissal or discharge or any other penalty adverse to the nurse.

5.3.1 Overtime shall be computed to the nearest seven (7) minutes. There shall be no pyramiding of overtime and any other premium pay under this Agreement, except as per Article 8.7.

5.4 Overtime Discouraged. The representatives of both the Employer and the Union concur that overtime should be discouraged, and that it may only be worked upon appropriate authorization of the Employer.

5.5 Break Period. A minimum of fifteen (15) minutes in each four (4) hour period shall comprise the paid rest period. Rest periods shall be administered as provided by State law.

5.6 Rest Between Shifts. It is considered desirable that an unbroken rest period of twelve (12) hours between shifts be provided for all nurses working eight hour schedules. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all the time worked within this twelve (12) hour period shall be paid at one and one half (1-1/2) times the nurse's regular rate of pay. This section shall not apply to standby and callback assignments.

Rest-Between Shifts – 8-hour Example: The 8-hour nurse work schedule is 8 am – 4:30 p.m. The nurse works from 8 am to 9 p.m. The nurse reports back to work the next morning and works 8 am – 4:30 p.m. All hours worked from 8 am to 9 am will be paid at time and one half.

5.7 Rotating Shifts. Except for emergency situations involving patient care requirements, the Employer will not implement a "rotating shift" policy unless mutually agreed upon between the Employer and the individual nurse. If such a situation occurs, the Employer shall first seek volunteers. If the Employer determines that there are not sufficient volunteers, then in order of least seniority it will assign staff that it deems to have the skills and abilities.

5.8 Pay Information. Included with the direct deposit paycheck shall be information for the nurse on total compensable hours for the pay period and compensation year to date, as well as accrued paid time off (PTO) and extended illness bank (EIB) for the pay period and compensation year.

5.9 Work in Other Departments. When a nurse who is working a shift of at least eight (8) hours is asked by the Employer to work in a department other than the nurse's regularly scheduled department, the nurse will be required to work only the length of the shift normally scheduled for the nurse's regular department assignment. If additional hours are worked, these shall be paid at the rate of one and one-half (1-1/2) times the nurse's straight time hourly rate of pay.

5.10 Work Schedules. Monthly work schedules shall be posted at least fifteen (15) days in advance of the schedule start. Individual scheduled hours of work set forth on this posted work schedule may, except for an emergency, be changed only by mutual consent.

5.11 Floating. The Employer retains the right to change nurse daily work assignments on a shift-by-shift basis to meet patient care needs. Nurses will be expected to perform all basic nursing functions, but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the Hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. If during the float assignment the nurse is asked to perform a procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with supervision. Volunteers will be sought first when floating is necessary. The Employer's Nurse Managers (or designees) shall determine whether any nurse has the necessary skill and ability to meet a specific float assignment.

ARTICLE 6 -- RATES OF PAY

6.1 Wages. Classifications and rates of pay of those nurses covered under this Agreement are identified in Appendix A of this Agreement.

6.2 Wage/Benefit Implementation Dates. Wage longevity increments shall become effective the pay period closest to the nurse's anniversary date. Increases in wage rates (Appendix A) and premium pay (Article 7) shall become effective the first full payroll period on or after the date designated.

6.3 Recognition of Experience.

6.3.1 Newly Hired Nurses. Nurses first employed during the term of this Agreement shall be compensated at a salary increment level in accordance with the number of years of continuous recent experience in nursing. It is agreed that experience will be credited on a year for year basis by the Employer. The final decision as to credit for prior applicable experience shall rest solely with the Employer. At time of hire, the nurse shall receive a personnel form documenting the nurse's increment level.

The determination of whether the nurse is appropriately credited for experience shall be made by the Employer based on its analysis of continuous recent nursing experience. ["Continuous recent nursing experience" shall be defined as experience in an accredited hospital, ambulatory care setting, home health agency or equivalent health care experience (including temporary employment with an employer, without a break in nursing experience which would reduce the level of nursing skills).] The Employer's experience crediting decision shall be subject to the grievance procedure under this Agreement.

6.4 Wage and Benefit Minimum. The wage schedule in Appendix A and the benefits covered by this Agreement represent the minimum wages and benefits due eligible nurses under this Agreement. The Employer may pay in excess of such specific wages and benefits providing such changes are applied consistently across the bargaining unit. Prior to making adjustments in excess of the requirements set forth in Appendix A, the Employer agrees to give the Union fourteen (14) calendar days advance written notice for the purposes of meeting at the Union's request to review and determine the new wages or benefits.

ARTICLE 7 -- PREMIUM PAY

7.1 Shift Differential. The premium pay for evening duty (3:00-11:00 p.m.) shall be to two dollars and seventy-five cents (\$2.75) per hour; the premium pay for night duty (11:00-7:00 a.m.) shall be four dollars and twenty-five cents (\$4.25) per hour. In order to qualify for shift differential the nurse must be scheduled to work fifty-one percent (51%) or more within the time frames indicated.

7.2 Standby Pay. Nurses placed on standby status shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour. Standby duty shall not be counted as hours worked for any purpose. If the nurse is called in to work during scheduled standby, standby pay will continue through the callback period. The nurse will receive one and one-half (1-1/2) times the nurse's regular rate of pay for such hours worked. Travel to and from the Hospital shall not be considered time worked.

7.3 Callback Pay/After Shift. Any nurse called back to work after completion of the nurse's regular work day shall be compensated at the rate of time and one half (1-1/2) the nurse's regular rate of pay. When called back, the nurse shall receive such time and one half (1-1/2) pay for a minimum of three (3) hours. Standby pay will continue during the callback period. Travel time to and from the Hospital shall not be considered time worked. [Neither the three (3) hour minimum callback nor callback pay apply when the nurse reports for work in advance of the assigned shift.]

7.3.1 Work In Advance of Shift. When a 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 (1 ½) the regular rate of pay. Work performed during the scheduled shift will be paid at the regular rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

7.4 Work on Day Off. Except for nurses who are on standby status, full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for the hours worked. This section shall not apply to training, education or to other meetings.

7.5 Hospital Resource Nurse. As defined under this Agreement, a nurse assigned to Hospital Resource Nurse shall receive a differential of three dollars (\$3.00) per hour for such designated hours of work as Hospital Resource Nurse.

7.6 Release Guarantee. The Employer will give at least two (2) hours notice in advance of shift of pending cut hours. If the Employer does not attempt to notify the nurse at least two (2) hours in advance of the shift, and the nurse reports to work, the nurse shall receive a minimum of four (4) hours work or four hours pay at the straight-time rate of pay. (Such report pay is contingent upon the nurse providing the Employer with a current telephone number where the nurse can be reached.)

7.7 Preceptor. A preceptor, designated by the Employer, shall receive one dollar and twenty-five cents \$1.25 per hour for time assigned as a Preceptor.

7.7.1 Preceptor Defined. A preceptor is an experienced nurse proficient in clinical teaching who is assigned responsibility by the employer for: a resident nurse, a peer RN who needs remedial training, or for a senior practicum registered nursing student. A preceptor, designated by the Employer, shall receive one dollar and twenty-five cents \$1.25 per hour for time assigned as a Preceptor.

7.8 Certification. Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour, provided the particular certification has been approved by the Employer, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing.

7.9 Charge Pay. When the Employer assigns a nurse to work as a charge or as a relief charge, the designated nurse shall receive two dollars and twenty-five cents (\$2.25) per hour for any hours worked in a charge capacity.

7.10 Weekend Work Premium. All full-time and part-time nurses shall be required to equitably work their share of weekends. Any nurse who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive Four Dollars (\$4.00) per hour as a weekend premium. For the purposes of overtime calculations, this weekend premium shall not be added to the nurse's regular rate of pay for each hour worked on the weekend.

7.10.1 Consecutive Weekend Work. All full-time and part-time nurses shall be required to equitably work their share of weekends. The Employer will continue its good faith effort to schedule such nurses every other weekend off. In the event such a nurse is requested by the Employer to work two (2) consecutive weekends, all hours worked on the second weekend shall be paid at time and one-half (1-1/2) the nurse's regular rate of pay. The consecutive weekend provisions of this Section shall only be applied if on the first weekend involved a nurse worked on both days of that first weekend. The third consecutive weekend shall revert to the nurse's regular rate. This provision shall not apply to such nurses who request additional weekend work, trade shifts or request to work every weekend.

ARTICLE 8 -- PAID TIME OFF (PTO and EIB)

8.1 Purpose. The Paid Time Off Program provides for the accrual of hours to be made available to eligible employees who have completed ninety (90) calendar days of employment. The purpose of the Paid Time Off Program is to simplify the management of accrued paid time and to provide a process for employees to manage personal time within certain guidelines.

8.2 Eligibility. Full-time and part-time nurses who have successfully completed ninety (90) calendar days of employment.

8.3 Accrual Rates. Paid Time Off will accrue on all hours and low census hours not to exceed 2080 hours each anniversary year of employment. Accrual rates will begin at the date of hire.

<u>Effective Dates for Accrual Rates</u>	<u>Active PTO</u>	<u>Accruals</u>		<u>Maximum</u>	
		<u>EIB</u>	<u>PTO</u>	<u>EIB</u>	<u>PTO</u>
0 – 4 years	200	48	368	824	824
5 – 9 years	240	48	448	824	824
10 – 19 years	280	48	528	824	824
20+ years	320	48	608	824	824

8.4 Access. Paid Time Off and Extended Illness/Injury Time (EIB) is intended to compensate employees who are absent from work for time they would have been scheduled to work. A Paid Time Off Request form is required at least thirty (30) days in advance.

Employees are requested to provide as much notice as possible. In the case of illness or other personal emergency, the employee is requested to notify the supervisor immediately, but not less than two (2) hours prior to the beginning of that shift.

8.4.1 Rotation of Holiday Work. Holiday work shall be equitably rotated on each unit.

8.5 Extended Illness/Injury Time (EIB). EIB has been established to provide coverage to an employee for extended absences from work as the result of illness or injury of the employee or the employee's eligible family member, or for shorter absences involving serious injury or illness as defined below. The employee's access to EIB will commence from the seventeenth (17th) hour forward and will not be applied retroactively to any hours previously paid as PTO. Immediate access to EIB (without waiting period) is available due to inpatient hospitalization (exclusive of Emergency Room visits) or outpatient surgery of the employee, or of the employee's eligible family member.

8.5.1 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265, *et seq.*), an employee shall have access to PTO and EIB in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition.

8.5.2 Re-injury/Relapse. Consideration will be given in a situation when an employee who was off work and accessing EIB attempts to return to work and, within 48 hours of that return to work, is unable to continue to work due to the same illness or injury that precipitated the initial absence. In the event of a re-injury or relapse EIB may be accessed in accordance with Hospital Policy #270.

8.6 Management of Hours. Employees may transfer Paid Time Off hours to the EIB account. Employees may not transfer EIB hours to the Paid Time Off account.

8.7 Rates of Pay. Paid Time Off and EIB hours shall be compensated at the employee's regular rate of pay including shift differential when the nurse is regularly scheduled to work an evening or night shift.

8.8 Premium Pay Days (Holidays). The Employer will not pay Holiday Pay in the traditional sense. Under the Paid Time Off Program, the employee is free to designate which holidays to observe. Some departments may choose to close on certain days of the year. Employees should check with their supervisor for a list of those days. Employees scheduled to work shall be given the option of taking PTO or low census on days their department is closed. The Employer will pay any employee working on a designated Premium Pay Day time and one-half (1 1/2) for all hours worked on the Premium Pay Day.

In providing Premium Pay Day coverage, managers will first ask for volunteers. If enough volunteers are not found, managers will inform employees of any increase in scheduled hours of work prior to posting the work schedule. On Premium Pay Days, work will be equitably distributed. Premium Pay Days are as follows:

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

The time period from 3:00 p.m. December 24 to 11:00 p.m. December 25 shall be recognized as Christmas Day. The time period from 3:00 p.m. December 31 to 3:00 p.m. January 1 shall be recognized as New Year's Day.

8.9 Cash Out Option. St. Elizabeth Hospital will allow PTO cash outs in accordance with IRS regulations. A nurse may elect to cash out up to 50% of his or her PTO accrual (up to 120 hours) in a manner consistent with IRS regulations. Nurses electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during the annual enrollment each calendar year prior to accruing the time off in the following year.

For example, during Annual Enrollment a nurse may make an irrevocable election to cash out up to no more than 50% of the PTO hours they will accrue in the next calendar year, not to exceed one hundred twenty (120) hours. The payment will be made in the following calendar year during the pay periods defined below.

Note: Nurses accruing PTO at the 200 hour tier level may elect to cash out up to 100 hours of PTO in the following year. Payments will be made as follows:

Fifty percent (50%) of election amount paid by July 31 (not to exceed 60 hours) and the remaining fifty percent (50%) paid by December 31 (not to exceed a total of 120 hours or 100 hours for those with accrual at the 200 tier level).

By December 31 – the remaining number of hours not cashed out up to 120 hours annual maximum (100 annual maximum for RNs accruing at the 200 hour tier level). Or one hundred percent (100%) of election amount (not to exceed one hundred twenty (120) hours or one hundred (100) hours for those accruals at the two hundred (200) tier level).

Employees who elect PTO cash out will accrue their elected PTO cash out hours in a separate accrual balance which will be visible on the pay stub. Employees will only have access to these accrued hours for purposes of elected cash out.

Employees who elect a pay out twice per year and who have not accrued fifty percent (50%) of their election by July will receive the amount they have earned toward their election and the remaining hours will be paid at the time of their December pay out.

Employees who experience a reduction in their overall PTO accrual (i.e., change in hours worked, etc.) or who stop accruing PTO due to a leave of absence or reaching the annual maximums for example may not reach their full cash out election amount and as such will only be paid what they have accrued toward the cash out election at the time of the payout.

Additionally, the employer shall provide a cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with U.S. Department of Treasury regulations.

8.10 Depletion of Accounts. Employees who have depleted Paid Time Off and EIB accounts may apply for a Leave of Absence governed by the Leave of Absence provisions of this contract.

8.11 Use of Paid Time Off. Employees are encouraged to use at least eighty (80) hours of Paid Time Off per year for vacation. Employees may access Paid Time Off hours to cover low census days. Employees may not utilize any Paid Time Off/EIB hours that would result in a negative balance. Employees may not access Paid Time Off while receiving Workers' Compensation. However, employees working eight (8) hour shifts may access up to two (2) hours per day of EIB for the number of scheduled days of work while receiving Workers' Compensation. Employees working ten (10) hour days may access up to two and one-half (2 1/2) hours per day and employees working twelve (12) hour shifts may access up to three (3) hours per day of EIB while receiving Workers' Compensation.

8.12 PTO or EIB Notification of Absence Due to Illness. Nurses notify their Nurse Manager at least two (2) 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 appropriate supervisor each day of absence if the nurse is unable to work, unless prior arrangements have been made with supervision. Failure to comply with the above-specified notification requirements may result in loss of PTO or EIB leave for that day. Prior to payment for PTO or EIB hours related to illness or injury, the Employer may require a written physician's statement explaining why the nurse was incapacitated from working. Abuse of time off for PTO or EIB may be grounds for discharge.

8.13 Termination of Benefits. Employees who terminate in good standing will be paid as follows:

- a. Paid Time Off accounts paid at 100%

b. Extended Illness/Injury Time accounts paid at:

1 - 14 years	-	Paid at 0%
15 - 19 years	-	Paid at 10%
20 - 24 years	-	Paid at 15%
25+ years	-	Paid at 50%

ARTICLE 9 -- LEAVES OF ABSENCE

9.1 Leave Procedures. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. Except for an emergency situation, such requests must be submitted at least thirty (30) calendar days in advance. A written reply to grant or deny the request shall be given by the Employer within thirty (30) calendar days of receipt.

9.2 Leave with Pay. A leave with pay under this Agreement [such as use of extended illness bank (EIB) hours] shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer.

9.3 Leave Without Pay. Employer approved leave without pay for a period in excess of thirty (30) days within an anniversary year will not result in the nurse's anniversary date of employment being readjusted to reflect the period of leave. PTO and EIB benefits shall accrue during such leave when the nurse is in a paid status.

9.3.1 After one year of continuous employment, permission may be granted for leaves of absence without pay without loss of accrued benefits, provided the Employer determines that such leave does not jeopardize hospital service and does not exceed one (1) year. A nurse returning from such leave of no more than thirty (30) calendar days shall be reinstated to the nurse's prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. For return from such leave longer than thirty (30) calendar days, the nurse shall be reinstated to the first available position for which the nurse is qualified. Leaves without pay may be granted for any reason for up to one (1) year.

9.3.2 Political Action Leave. After one (1) year of continuous employment, permission may be granted to a nurse for a leave of absence without pay for political action purposes, without loss of accrued benefits, and provided that the Employer determines that such leave does not jeopardize Hospital service and does not exceed one (1) month. A nurse returning from such leave shall be reinstated to the nurse's prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. (A nurse will have no loss of seniority due to such leave of absence.)

9.4 Educational Leave.

9.4.1 Unpaid Education Leave. After one year of continuous employment, permission may be granted for leaves of absence without pay for job-related study without loss of accrued benefits, provided the Employer determines that such leave does not jeopardize hospital service and does not exceed one (1) year. A nurse returning from such leave of no more than thirty (30) calendar days shall be reinstated to the nurse's prior position, including general shift assignment and shift times, so long as the Employer has determined that there remains a need for that position at those shift times. For return from such leave longer than thirty (30) calendar days, the nurse shall be reinstated to the first available position for which the nurse is qualified.

9.4.2 Paid Educational Leave. A paid leave of absence will be granted to a nurse to attend relevant educational workshops/meetings at the specific written request of the Employer, and the Employer shall pay registration fees and actual, reasonable expenses to attend.

9.4.3 Educational Meetings. After one (1) year of continuous employment, nurses shall be allowed paid leave time per calendar year for attending educational meetings, such as workshops, seminars, and conferences. Such leave is subject to the Employer's review and approval of the course (such as course quality, provider, and content), its assessment of budgetary requirements, and its determination that the number of nurses wishing to attend at any given time does not jeopardize the hospital's service or patient care. To attend an educational class, the nurse must submit a request to the Nurse Manager with as much notice as possible. The term "educational meetings" is defined as those conducted to develop the professional skills and qualifications of the nurses for the purpose of enhancing and upgrading the quality of patient care at St. Elizabeth Hospital and may include relevant certifications, Continuing Education requirements, and unit specific content. Educational leave may be used on an hourly basis. Education/professional leave time shall be available on a calendar year basis, based on FTE, in accordance with the schedule below. Unused educational leave time shall not be carried over from one calendar year to the next.

<u>Assigned FTE</u>	<u>Annual Education Hours</u>
.9 - 1.0	36
.7 - .8	32
.4 - .6	24
.2 - .3	12

9.4.4 Education Needs. A nurse's education needs shall be identified annually through collaboration between the nurse and the Nurse Manager.

Based on an assessment of needs, the Nurse and Nurse Manager will establish the plan for education, which shall be subject to approval of the Nurse Manager. The plan for education shall be revised throughout the year as appropriate, such as to address new technology, procedures and standards of care.

9.4.5 Hospital Required Education. Nurses attending hospital mandated and required education that results in a reduced workweek may make up the hours in the same pay period (if prearranged and with manager approval, and it does not create an overtime or premium pay situation), take low census, or use PTO to fulfill their FTE.

9.5 Health and Maternity Leave. Separate from Family & Medical Leave, as provided under Section 9.6 of this Agreement, upon completion of 2,080 continuous paid hours or twelve (12) calendar months of continuous employment, whichever comes last, a leave of absence (LOA) for health reasons shall be granted upon the recommendation of a physician. However, a nurse who is disabled due to pregnancy shall be granted such for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse will be returned to the first available position for which the nurse is qualified. A nurse on a leave of absence (LOA) for any other health reason of forty-five (45) calendar days or less shall be entitled to return to the position the nurse vacated, unless business necessity required the position to be filled or eliminated, in which case the nurse will be returned to the first available position for which the nurse is qualified. Leave for health reasons exceeding the time limits set forth above, but not exceeding six (6) calendar months, entitles the nurse to the first available position for which the nurse is qualified.

9.6 Family & Medical Leave. An eligible nurse shall be entitled to use unpaid leave under the procedures of this Section. An eligible nurse is one who has been employed by the Employer for at least twelve (12) months, and during the previous twelve (12) month period worked at least 1250 hours for the Employer.

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

9.6.2 A nurse must give thirty (30) days advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as possible.

Prior to approving a request for a leave for a serious health condition, the Employer may require confirmation from a health care provider of the need for and probable duration of leave, with such confirmation provided to the Employer within fifteen (15) days of notice for such. Should it deem necessary, the Employer may (at its expense) obtain an opinion from a second health care provider of the Employer's choosing, or third health care provider chosen jointly by the nurse and the Employer should there be a continuing disagreement on the need for such leave.

9.6.3 If leave under this Section is required for planned medical treatment, the nurse must make a reasonable effort to schedule treatment so as not to unduly disrupt Employer operations. Approved leave may be granted for up to the twelve (12) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced workweek schedule. In such instances, however, and subject to Section 9.6.2, the nurse must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Employer may transfer the nurse temporarily to an available alternative position with equivalent pay and benefits.

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

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

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

9.7 Bereavement Leave. Up to three (3) days of paid leave for full-time or part-time nurses with benefits (pro-rated for such part-time nurses) in lieu of regularly scheduled work days shall be allowed for death in the immediate family during the seven (7) day period following the death of a member of the employee's immediate family. An additional two days of paid time off may be granted, up to a maximum of five (5) days, where the distance exceeds 500 miles. Immediate family shall be defined a grandparent, parent, wife, husband, brother, sister, child or grandchild, mother-in-law, father-in-law, son or daughter-in-law, and step-parents or step children.

9.8 Military Leave. Leave required to maintain status in the military reserve shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned paid time off (PTO). A nurse who returns from such military leave on a timely basis, as specified by federal and state laws, shall be reinstated to his or her former position, or to a position of like seniority, status and pay, subject to USERRA requirements.

9.9 Industrial Injury. Leaves for bona fide injury in accordance with the Worker's Compensation Law shall be upon the same conditions as stated in 9.5, except as modified in this Section. Nurses shall be eligible for such leave upon completion of the probationary period. An industrial injury leave for a period of thirteen (13) consecutive weeks or less shall entitle the nurse to reinstatement to the vacated position and shift. A leave of absence without pay for a period exceeding thirteen (13) consecutive weeks, but not exceeding twelve (12) consecutive months, entitles the nurse to the first available position for which qualified.

9.10 Jury Duty. A regular full or part-time nurse who is required to engage in jury duty on scheduled work days, will be paid the nurse's appropriate normal rate for the scheduled work hours missed because of such jury duty. To qualify for such pay, a nurse must give the Manager advance written notice of jury duty call (by submitting a copy of the juror notice) and remit payment received for such jury duty. [Nurses are encouraged to perform their civic duty of juror service. Nurses are reminded, however, that under state law, a nurse may make written request for excuse from jury duty service upon a showing of undue hardship, extreme inconvenience, public necessity, and prior jury service once in the last two (2) years, or any other reason deemed sufficient by the court. If requested by the nurse and in appropriate circumstances, the Employer will provide an explanatory letter to support a nurse's request for excuse from jury duty service.]

9.11 Leave Return. Failure to report from a leave of absence as scheduled, without prior written authorization from the Employer, shall be considered an automatic resignation.

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ARTICLE 10-- HEALTH AND LIFE INSURANCE
AND RETIREMENT PROGRAMS

10.1 Benefits Plan. Nurses who have an assigned FTE of thirty-two (32) hours per pay period (.4 FTE) are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of continuous employment. For those employees who have an assigned FTE of forty-eight (48) hours per pay period (.6 FTE), the Employer will provide a medical and dental option that pays the employee premium and fifty percent (50%) of the cost of dependent coverage. All employees who have an assigned FTE between thirty-two (32) and forty-seven (47) hours per pay period will be able to participate in benefits as defined by the Employer's benefit program, which will provide a medical and dental option that pays fifty percent (50%) of the cost of employee-only coverage and fifty percent (50%) of the corresponding dependent premium. All employees may participate in available flexible spending accounts.

10.1.1 Premium Pay in Lieu of Benefits. Regular full-time and part-time nurses may elect to receive a premium of fifteen percent (15%) added to the nurse's base rate according to the longevity schedule in lieu of all benefits. The timeframe for this election will comply with benefit requirements at hire, with a change in benefit eligibility status, or annually on dates designated by the Employer; provided, the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein. A nurse electing pay in lieu of benefits premium will be granted time off without pay in accordance with the Hospital's vacation scheduling policies.

10.1.2 Benefits Waiver. Nurses eligible for benefits in this section may elect at hire or during annual enrollment to be paid a fifteen percent (15%) premium per hour in addition to the regular wage rate in lieu of certain benefits set forth in Appendix D.

10.3 Workers' Compensation. The Employer shall provide Workers' Compensation insurance for all employees as required by law. Effective at ratification the Employer will deduct the amount allowed by law (which represents one-half (1/2) of the supplemental pension assessment of the worker's compensation premium paid on behalf of each employee.) Employer agrees to cap deductions at \$2.00 per pay period even if the Department of Labor and Industries authorizes a deduction above that amount.

10.4 Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance for all employees as required by law.

10.5 Tax Sheltered Annuity Plans. A tax sheltered annuity plan(s) will be provided to all eligible full-time and part-time employees for employee contributions. Eligibility requirements shall be defined in the plan documents.

10.6 Life Insurance. A group life insurance plan in the amount equal to one (1) time the nurse's annual salary will be provided for all full-time nurses who work sixty-four (64) or more hours per pay period. Effective January 1, 2009, a group life insurance plan in the amount equal to one (1) time the nurse's annual salary will be provided for all full-time nurses who work forty-eight (48) or more hours per pay period.

10.7 Retirement Plan. Employer will provide a retirement plan for its employees. Retirement benefits, eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan.

10.8 Plan Changes. Participation in the Employer's Flexible Benefit Plan, Retirement Plan and any other benefits set forth in this Article 11 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least thirty (30) calendar days prior to the intended implementation date for the Hospital. In the event the Employer convenes an employee benefits committee to review, modify or review these plans a member of the bargaining unit will be invited to participate. The Employer will retain final plan decision authority at all times. If the Employer does elect to make plan changes it shall meet the notice and discussion requirements as noted. The premiums will be no more, and plan coverage offered to nurses at St. Elizabeth Hospital will be no less, than what is offered across Franciscan Health System.

ARTICLE 11 -- HEALTH & SAFETY PROGRAMS

11.1 Medical Tests. The Employer shall arrange to give tuberculin skin tests as required by state law at no cost to the nurse, including associated annual x-rays that may be required by a physician. Further, annually at a time to be determined by the Employer, the Employer shall also offer at the Employer's Laboratory facilities at no cost to the nurse the opportunity for a routine blood test, mammogram, influenza vaccination, and urinalysis.

11.2 Alcohol and/or Chemical Dependency. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions, when a nurse is committed to such rehabilitation. The Employer and the Union support efforts which will enable the chemically impaired nurse to remain in professional nursing practice, so long as performance expectations are maintained. 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.

The Employer and the Union will encourage and support nurse participation in the State Board of Nursing 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 leave (PTO or EIB as appropriate) 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 his or her work schedule on an ad hoc or temporary basis to support the chemically dependent nurse's participation in prescribed treatment programs, and the Union will cooperate in this regard. The Employer and the Union acknowledge that nurses continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

11.3 Nurse Safety & Infection Control. To provide protection from a nurse's exposure to infection and injury, the Employer shall continue its programs for safety, infection control, personal safety devices, related education and workplace controls as the Employer determines are required by law. The Employer shall provide confidential information about a nurse (who has sustained blood and/or body fluid exposure or other injury) to that nurse on a twenty four (24) hour basis, along with treatment determined appropriate by the Employer. The Employer will meet OSHA "post exposure" protocols for blood borne pathogens. Nurses are required to follow safety and health requirements, including use of personal protective devices as required in Employer policies, must complete annual safety update requirements and must report any injuries in accordance with Employer policies.

11.4 Hepatitis B Vaccine/HIV. The Hospital encourages nurses to strongly consider Hepatitis B vaccine if they are routinely exposed to blood and body fluids or handling of sharps. Hepatitis B vaccine is available at no cost to current nurses who are routinely exposed to blood and body fluids or handling of sharps. Confidential HIV testing shall be provided at no cost as required under OSHA regulations. Nurses who decline this vaccine or testing will be required to sign the Hospital's waiver form. Annual titer checks are available to nurses at no cost upon request, as well as a booster for low titer levels.

11.5 Tuberculosis Testing. All new nurses will be tested at no cost for tuberculosis as required by law. Upon request, a nurse can be tested annually at no cost. In special circumstances, as identified by the Employer, a nurse may be tested more frequently. Any nurse who converts to PPD positive status from work related exposure during employment with the Employer will receive necessary and appropriate treatment (and followup) determined by the Employer at no cost to the nurse and subject to the limits of workers compensation insurance coverage. [TB conversion rates will be reported to the Safety Committee yearly.]

ARTICLE 12 -- EMPLOYMENT STATUS

12.1 Nurse Resignation. A regular nurse must give twenty-eight (28) calendar days of written notice of intended resignation. Failure to give such notice shall result in loss of accrued paid time off (PTO) and extended illness bank (EIB) hours otherwise due at termination.

12.2 Nurse Discharge. Except for discharge for cause, the Employer shall give a regular nurse at least twenty-one (21) calendar days written notice of termination of employment or pay in lieu thereof (pro rated for a regular part time nurse) plus any paid time off or extended illness bank hours due. A nurse discharged for cause is not entitled to advance notice or any paid time off or extended illness bank hours.

12.3 Discipline & Discharge. No regular full-time or part-time nurse shall be discharged or disciplined except for just cause, which may be grieved under this Agreement. A copy of a written disciplinary action shall be given to a nurse at the time issued (which the nurse must sign to acknowledge receipt). While the parties accept the principal that just cause includes the general concept of progressive discipline (such as verbal and written warnings, and suspensions without pay), it is understood that the nature of an offense or performance problem may be serious enough to require other more severe discipline (such as suspension or discharge).

12.3.1. Hospital-Nurse Meeting. When a meeting is called by the Hospital with a nurse, the nurse will be informed of the general nature of the meeting, specifically whether it is a disciplinary or investigatory meeting. A nurse may request the attendance on a Union representative during any investigative meeting from which the nurse reasonably believes that discipline may follow.

12.4 Job Openings. Notices of vacancies in existing positions shall be posted for seven (7) calendar days in advance of filling the position in order to afford current employees the first opportunity to apply. Notice of vacant positions will be posted on designated bulletin boards throughout the Hospital and on the FHS website. When a regular job opening occurs within the bargaining unit, seniority with the Employer shall be the determining factor in filling such vacancy, providing skill, competency, and ability are considered equal in the judgment of the Employer. To be considered for any job openings, nurses must complete and submit an application for transfer through the FHS website. A nurse who submits a completed application will receive email confirmation of receipt the same day. A nurse may obtain the status of his or her application by contacting the HR Department. All applicants shall be advised of the hiring decision.

ARTICLE 13 -- SENIORITY, LAYOFF & RECALL

13.1 Seniority. Seniority is accrued on a calendar year basis and shall be computed on the basis of continuous service at St. Elizabeth Hospital in the bargaining unit (by date of hire), commencing with nurse's last date of hire as a regular status Registered Nurse with St. Elizabeth Hospital.

13.2 Layoffs. When the Employer determines that it is necessary to reduce the existing work force permanently or for a prolonged period of time, the Employer shall layoff staff in accordance with this Section. Pursuant to this Section, the Employer shall give no less than twenty-one (21) calendar days written notice of a layoff decision to affected nurses and the Union. The Employer shall generate a seniority roster at the time of the layoff notice and send a copy to the Union. Further, at the request of the Union, the Employer shall meet with the Union and discuss the pending layoff (including, but not limited to the pending layoff, possible alternatives, seniority, etc.).

13.2.1 Reductions in staffing levels may be accomplished by the Employer through layoffs, reductions in F.T.E status, or attrition as it deems necessary. Any layoffs will be reviewed and implemented on a Hospital-wide basis pursuant to Section 13.2.2. So long as the Employer determines that skills, qualifications and abilities of nurses are equal, nurses will be laid off in reverse order of seniority, following the procedures of Section 13.2.2.

13.2.2 Prior to implementing a layoff of nurses under Section 13.2.1, the Employer shall discontinue the use of contract (agency or traveler) personnel performing registered staff nurse services. At the time the Employer gives the layoff situation notice, all vacant positions will be frozen while the Employer assesses its staffing options. If the Employer determines it must proceed to fill the vacancy, current nurses who apply will get preference pursuant to Section 12.4, Job Openings. Thereafter, the following order of layoff procedure shall be followed.

- (1) First, the Employer shall identify the excess positions within the unit(s) that it has determined must be reduced. For each unit with excess positions, the Employer shall then identify the nurse(s) with the least seniority. Such nurse(s) shall receive a notice informing the nurse(s) of the layoff situation, which pursuant to Section 13.2 shall be thirty (30) calendar days prior to the anticipated layoff when possible. Within seventy-two (72) hours of the issuance of the layoff situation notice, any nurse who wishes to voluntarily be laid off must submit a written notice to the Employer of this decision and the Employer shall then reassess its layoff situation. (This person shall be placed on the layoff recall roster.) The Employer may proceed with the layoff as it deems necessary.

- (2) The Employer shall then identify the least senior nurse(s) in the Hospital, and this nurse shall be displaced ("bumped") by the nurse previously identified as the least senior person in the affected unit [who shall receive up to three (3) weeks of training in the new duties, as determined necessary by the Employer.] (The position to be considered through "bumping" shall be restricted to the actual assigned FTE status at that time for the nurse with the least seniority.) The nurse shall be given a written notice confirming such layoff decision, which pursuant to Section 13.2 shall be twenty-one (21) calendar days in advance of the actual layoff date, when possible. There shall be no further "bumping".
- (3) If the nurse(s) who has received a layoff situation notice decides not to bump into another position, the nurse shall be laid off pursuant to this Section. The nurse shall be given a written notice confirming such layoff decision.

[Prior to laying the nurse(s) off, the Employer will review any current vacancy in the bargaining unit, and if the Employer determines that the nurse(s) has the necessary skills, qualifications and abilities, the Employer will offer an available vacant position it has decided to fill to the nurse(s) being laid off (in order of seniority).]

13.2.3 Upon layoff, the names of such nurses shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. A nurse shall be removed from the roster upon re-employment, upon refusal to accept an offer to return to work to a comparable position (*i.e.*, same category related to benefit eligibility), or at the end of twelve (12) months. It shall be the nurse's responsibility to keep the Employer informed of the nurse's status, address and telephone number. In addition, a nurse who is laid off under this Article shall be placed on the per diem roster, and shall be offered available per diem work in order of seniority. [The Employer's obligation in this regard shall be limited to attempting reach the nurse by making one (1) telephone call.]

13.2.4 When a vacancy is to be filled in the bargaining unit, the Employer will review the reinstatement roster, and make an offer of recall in the order of seniority, provided skills, qualifications and abilities are considered equal by the Employer.

13.3 Unit Merger. In the event that the Employer decides to implement a reorganization and formally merge Hospital units (ER, OR, Med-Surg or OB), it shall identify the available positions in the new Hospital unit. The Employer shall post the job openings for the new unit under the procedures of Section 12.4; however, posting and consideration shall be limited to nurses from the units to be merged. Any nurse who is identified as excess at the conclusion of this job selection process, will receive notice of a layoff situation, and may "bump" on a Hospital-wide basis through the procedures of Section 13.2.2(2).

13.4 Permanent Reduction. When the Employer determines that it must make a permanent reduction in hours and resulting change in assigned FTE status for a nurse in an identified work unit and shift, the Employer will reduce the FTE status of the least senior nurse in that work unit and shift, so long as the Employer determines that the other nurses have the necessary skills, qualifications and abilities to meet the Employer's staffing requirements for that unit and shift. If such a nurse is at least an assigned .8 FTE status or more [and this nurse's status is being reduced by fifty percent (50%) or more], then the Employer shall not immediately reduce the FTE status of this nurse. Instead, at that time, the nurse shall be given the following options:

- (1) the nurse may accept the FTE status reduction,
- (2) the nurse may be considered by the Employer for any current vacancy pursuant to Section 13.2.2(3) of the Agreement,
- (3) the nurse may "bump" the least senior nurse in the Hospital under Section 13.2.2(4) [and that nurse shall then be laid off after ten (10) calendar days notice with no other bumping or notice rights], or
- (4) the nurse may choose to be laid off. (Any nurse laid off under this section shall be placed on the reinstatement roster under Section 13.2.3 for twelve (12) months.

13.5 Unit Closure. Should the Employer decide to formally close a unit, then the layoff procedures of Section 13.2 shall be followed.

13.6 Severance Pay. The Employer will provide severance pay pursuant to Human Resource Department Guidelines. The Employer will notify the Union at least ninety (90) days in advance of any modification or termination of the severance guidelines.

ARTICLE 14 -- LOW CENSUS

14.1 Hospital Low Census Days Allocation. When the Employer identifies a temporary period of low census (to be distinguished from a permanent or prolonged reduction in personnel) and when the Employer determines that there is not sufficient work within a Hospital unit for a shift, low census will be implemented in the below order providing the Employer determines that the remaining nurses have the necessary skills, qualifications and abilities to perform the expected work.

14.1.1 Low Census -- First Steps.

First Cut – Agency/Contract Workers
Next Cut – Overtime Work
Next Cut – Volunteers
Next Cut – Per Diem
Part-Time Nurses/Extra Shifts

14.1.2 Low Census -- Additional Steps. Should the Employer determine that the steps taken under Section 14.1.1 of this Article are not sufficient and that there still remains excess staff within a Hospital unit for a shift, then the Employer will take the following steps in this order:

A. Float. If the Employer determines that a nurse it identifies as excess staff [pursuant to Section 14.1.5A (Equitable Rotation)] within a Hospital unit for a shift has the necessary skills, qualifications and abilities to perform work in a different Hospital unit that the Employer identifies as having a staffing need capacity, then the Employer will offer that nurse the opportunity to "float" to a different Hospital unit for work hours deemed available by the Employer for that shift.

(However, it is understood that if the nurse opts to "float", then additional hours beyond the nurse's previously scheduled work day also may be required by the Employer as it deems necessary to meet staffing requirements.)

B. Other Duties. If the Employer determines that there are other nursing related duties that can be performed for a shift (such as chart reviews, developing protocols, and designing and/or attending in-service, orientation or cross-training programs), then at the Employer's election a nurse identified by the Employer as excess staff [pursuant to Section 14.1.5.A (Equitable Rotation)] within a Hospital unit may be assigned such duties for work hours deemed available by the Employer for that shift. (However, it is understood that additional hours beyond the nurse's previously scheduled work day also may be required by the Employer as it deems necessary to meet staffing requirements.)

C. Combination Duties. The Employer may elect to combine "floating" and "other duties", as described in Subsections A and B of this Section, when it determines that such combined work assignment may be available for work hours deemed available by the Employer for that shift, and that the excess nurse [pursuant to Section 14.1.5.A (Equitable Rotation)] has the necessary skills, qualifications and abilities to perform such combined duties. (However, it is understood that additional hours beyond the nurse's previously scheduled work day also may be required by the Employer as it deems necessary to meet staffing requirements.)

14.1.3 Cross Unit Training. A nurse may elect to participate in cross unit training pursuant to Article 15, Cross Unit Training Enhancement Program.

14.1.4 Low Census Protection. The Employer will maintain a low census fund equivalent to six hundred (600) nursing hours per calendar year to be used in lieu of mandatory low census, or mandatory standby in lieu of low census.

Standby pay will not occur during the assignment of low census protection work. Unused hours in one calendar year will not carry over to the next year. Low census will be rotated in accordance with 14.1.1 providing the remaining nurses have the necessary skills, qualifications and abilities to perform the expected work of the unit.

After following the steps in 14.1 through 14.1.3. (above) and before commencing with mandatory low census 14.1.5. (below), the Employer will assign affected nurse other duties, which the nurse shall perform. It is specifically understood that such other duties may, at the Employer's discretion, include continuing education assignments. When low census hours exceed six hundred (600) in a 12-month period beginning January 1, then the mandatory low census process in 14.1.4. will be applied.

14.1.5 Mandatory Low Census. If after reviewing Sections 14.1.1 and 14.1.2 the Employer determines that there still will be excess staff within a Hospital unit for a shift, then the Employer will implement mandatory low census as follows:

(A) Equitable Rotation. If the Employer determines that the operation of a Hospital unit is essential for a shift, it will determine the number of nurses to work for the shift. It shall then select nurses to be placed on mandatory low census time for the day. Nurses and travelers will be placed on mandatory low census hours based on an equitable rotation within the shift for that Hospital unit, so long as the Hospital determines that individual skills, qualifications and abilities are not a factor. The Employer may elect to place an entire Hospital unit or any portion on low census time for the shift as it deems necessary.

(B) Mandatory Low Census and Standby. When the Hospital assigns mandatory low census, up to one (1) nurse per Hospital care unit may be placed on standby status.

14.2. Low Census Hours. A nurse who takes low census time on a voluntary or mandatory basis shall have such non-work hours recorded as Hospital low census time. Hospital low census time shall not be paid time, unless the nurse elects to use paid time off (PTO) under this Agreement. However, for wage increments, paid time off (PTO), extended illness bank (EIB), and seniority under this Agreement, Hospital low census hours shall be treated as hours paid. Nurses who are scheduled to work and are released from duty due to low census shall continue to receive medical and dental insurance coverage.

14.3 Low Census Experience Review. Low census volume will be an agenda item at the quarterly Joint Labor-Management Committee Meeting at the request of either party.

ARTICLE 15 – CROSS UNIT TRAINING ENHANCEMENT PROGRAM

15.1 The cross unit training skill enhancement program is special training that the Employer shall continue for the purpose of providing nurses a greater variety of skills and provide the Employer the ability to augment unit staffing needs.

15.1.1 Approval from the Nurse Manager must be obtained prior to nurses cross training in a unit. When skill/competency has been met pursuant to Section 15.1.2, below, a nurse shall be expected to “float” to that department when a need has been established and approval by the nurse’s home department for the nurse to work in another area for that scheduled work day.

15.1.2 The cross unit training skill enhancement program shall be continued by the Employer and shall include the following components:

(A) Skills List. A skills list will be developed for each unit by the Employer and the nurses in the unit to identify necessary training. This list will be maintained by the Employer on the unit.

(B) Competencies. Competencies will be maintained by the Nurse Manager of each unit to document specific knowledge testing, to assist the Nurse Manager in making judgments on skill, qualifications and abilities of staff. If a nurse does not float within a six (6) month period to a unit, that Nurse Manager and the nurse will determine the necessary skills update.

15.2 The Hospital will allocate a total of two hundred and fifty (250) hours per year for the entire bargaining unit for cross training.

ARTICLE 16 -- PERSONNEL RECORDS

16.1 File Review. A nurse may (upon written request and appropriate notice) at a mutually convenient time inspect in the presence of the Human Resources Director (or designee) the contents of the nurse's official personnel file, except for confidential reports (such as references and peer review).

16.2 Nurse Discipline Awareness. No official written disciplinary actions shall be placed in a nurse's personnel file unless the nurse has been given the opportunity to sign and acknowledge receipt. The nurse will be required to sign such material to be placed in the nurse's personnel files, provided the following disclaimer is attached:

Nurse's signature confirms only that the supervisor has discussed and given a copy of the material to the nurse, and does not indicate agreement or disagreement.

16.3 Nurse Opinion. If the nurse believes that any of the above material is incorrect or a misrepresentation of the facts, the nurse shall be entitled to prepare in writing the nurse's explanation or opinion regarding the prepared material. This shall be included as part of the nurse's personnel record until the material is removed.

16.4 Nurse File Additions. A nurse may include in the nurse's personnel file copies of any relevant material the nurse wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which relates creditability on the nurse. This material shall be retained for a minimum of three (3) years.

16.5 Disciplinary Warning Material. A nurse may make a written request to the Human Resource department for removal of verbal and/or written warnings from an employee's personnel file after one (1) year if no further corrective action is taken during such one (1) year period. Any removal of disciplinary actions from an employee's personnel file shall be at the sole discretion of the Employer. If the Employer chooses to not remove a disciplinary action as requested by an employee, then the Employer shall inform the employee in writing the reason(s) for declining to remove the discipline.

ARTICLE 17 -- COMMITTEES

17.1 Joint Labor-Management Committee. There shall be established a Joint Labor-Management Committee, consisting of up to four (4) Union Delegates and up to four (4) representatives from Hospital management [however, a quorum will consist of two (2) Union Delegates and two (2) representatives from Hospital management]. This Committee shall be advisory only, and shall meet at least quarterly at the request of either party (or other more frequent meetings as mutually agreed upon) to discuss any matter relative to the interpretation of this Agreement, or any other matters pertaining to other general conditions of employment at the Hospital. Because of the importance of recruiting and retention concerns, within ninety (90) days after the execution of this Agreement the Committee shall convene and discuss as a special agenda item issues relating to recruitment and retention. Thereafter, it shall also be a periodic agenda topic. The purpose of this Committee is to provide a channel of communication between the nurses and the Hospital and to aid in the implementation of this Agreement and effective labor-management relations. The Committee shall serve as a forum for Union input to the management decision making process, administrative policies and procedures, and mutual education and information sharing by both parties.

17.2 Professional Practice Committee. A Professional Practice Committee shall be maintained at the Hospital. The purpose of this Committee is to evaluate nursing practices in the Hospital, and recommend and participate in the implementation of improved nursing practices. The Committee shall be composed of the CNO/COO, the Nurse Managers, and one (1) nurse from each Hospital care unit elected by the nurses from that care unit. The Committee shall operate under the guidance of co-chairs, one to be selected by the Hospital and one by the Union.

The co-chairs shall prepare a common written agenda for each meeting to be distributed at the meeting. Failure to place an item on the agenda shall not preclude the committee from addressing any issue at a mutually agreeable time. The Committee shall meet monthly and it shall be advisory in nature. A quorum for each meeting must include at least two (2) members from management and two (2) nurses. Agenda items may include: Staffing systems (hospital care unit based acuity levels/patient classification systems/intensity level, levels of productivity, nurse/patient ratio systems, workload factors, and skill mix), enhanced patient care, professional standards, safe patient handling issues, and other nursing practice issues. Additionally, this committee shall serve as the Nurse Staffing Committee as required by RCW 70.41.410-420 and set forth below:

17.2.1 Nurse Staffing Committee. The purpose of this committee is to develop, oversee and evaluate an annual nurse staffing plan covering each shift and patient care unit in accordance with the provisions of RCW 70.41.410-420. The committee will make recommendations based on evidence-based practice data.

17.3 Safety Committee. The Employer will continue the operation of its Safety Committee. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital of education and preventive health and safety measures (including workplace security) for the work place and its nurses. (A standing agenda item for the Committee shall be the "Zero Lift" program.) One of the Committee members shall be a nurse selected by the Union. Nurses are encouraged to report any unsafe conditions to their supervisors under Hospital procedures, to the Safety Committee and/or to the Hospital's Risk Manager by utilizing a "QA Memo" form.

17.4 Committee Attendance. Nurses who are members of committees covered in this article shall be paid at the appropriate hourly rate for time (or paid release) in attendance at any official committee meetings. Managers shall make a good faith effort to provide release time so long as the nurse gives sufficient notice.

ARTICLE 18 -- GRIEVANCE PROCEDURE

18.1 Grievance Defined. A grievance is defined as an alleged violation of the letter or intent of this Agreement. If any such grievance should arise, it should be submitted to the following grievance procedure. To be processed under this Agreement at any stage, a grievance must be written, signed by the grievant, identify the section(s) of the Agreement alleged to be violated, describe the grievance, and specify the desired remedy. The time limits set forth in the following steps may only be extended by mutual consent of the parties. A nurse may be represented by a Union Delegate or authorized representative of the Union at any step of the grievance procedure.

18.2 Grievance Procedure Steps.

18.2.1 Step 1 - Nurse Manager. The nurse shall submit the grievance to the Nurse Manager and the parties shall attempt to resolve the problem immediately, but in no event later than fourteen (14) calendar days of the date the nurse was (or should have been) aware that the grievance existed. The Nurse Manager shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance.

18.2.2 Step 2 – Chief Nurse Officer. If the grievance is not resolved at Step 1, the grievance must be submitted in writing to the Chief Nurse Officer within seven (7) calendar days of the nurse's receipt of the Nurse Manager response at Step 1.

At the request of the grievant or the Employer, the parties shall meet to review and possibly resolve the grievance. This meeting shall be held within fourteen (14) calendar days of the date the Chief Nurse Officer receives the grievance. Within fourteen (14) days of such a meeting (or receipt of the Step-2 grievance if no meeting was requested), the Chief Nurse Officer shall respond to the grievance in writing.

18.2.3 Step 3 – President. If the grievance is not resolved at Step 2, the grievance must be submitted in writing to the President within seven (7) calendar days of the nurse's receipt of the Director, Patient Care Services', response at Step 2. The parties [grievant, Union representative, and President (or designee)] shall meet to review and possibly resolve the grievance. The meeting shall be held within fourteen (14) calendar days of the date the President receives the grievance. Within fourteen (14) calendar days of such a meeting, the President (or designee) shall respond to the grievance in writing.

18.2.4 Step 4 - Arbitration. If the grievance is not resolved at Step 3, the Union may submit the grievance to arbitration by notifying the Administrator in writing within ten (10) working days of the Union's receipt of the Employer's written response in at Step 3. On the same date, a list of eleven (11) arbitrators will be requested by the Union from the Federal Mediation and Conciliation Service from Washington or Oregon. Upon receipt of such a list, the parties may jointly agree to their own arbitrator not identified on the list, may jointly select one (1) of the listed arbitrators, or shall alternatively delete the names from the list until only one name remains. If the deletion method is used, the person whose name remains shall be mutually selected as arbitrator for the dispute. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement. The arbitrator shall be authorized only to interpret the existing provisions of the Agreement as they may apply to the specific facts at issue in the dispute, and may not substitute the arbitrator's judgment for that of the Employer's in areas of this Agreement where such judgment has been reserved for the Employer.

Each party shall bear one-half (1/2) the fee of the arbitrator and any other expenses directly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of the witnesses called by the other party.

ARTICLE 19 -- CONTINUITY OF HOSPITAL SERVICES

19.1 Continuity of Hospital Services. The parties to this Agreement realize that the Hospital and other healthcare institutions provide essential services to the community. For this and other humanitarian reasons, it is the intent of the parties to resolve disputes by the grievance procedure provided herein. It is therefore agreed that during the term of this Agreement (a) the

Employer shall not lock out its nurses, and (b) neither the nurses or the Union, nor their agents, shall, directly or indirectly, authorize, assist, or encourage, or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott, or any other interference with the operations of the Employer. Any nurse(s) found to have violated this Section shall be subject to immediate discharge.

ARTICLE 20 -- GENERAL PROVISIONS

20.1 Separability. It is the belief of both parties that all provisions of the Agreement are lawful. If any section of this Agreement shall be found to be contrary to existing law by a Federal or State authority, or by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and the parties shall enter into mutually convenient collective bargaining regarding the unlawful section(s) for the purpose of arriving at a mutually satisfactory replacement for such section(s).

20.2 Conclusion of Bargaining. The parties to this Agreement have had an opportunity to raise and discuss all bargaining subjects leading to the adoption of this Agreement. Therefore the parties for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated the 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.

20.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

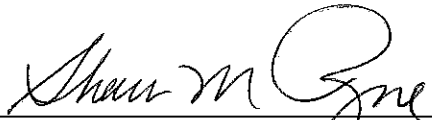
The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

ARTICLE 21 -- DURATION OF AGREEMENT

21.1 Term. The effective date of this Agreement shall be ratification, and it shall continue until and including March 31, 2019. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date of its intent to negotiate a new agreement. Bargaining shall commence at a mutually convenient time following the date of timely notice.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of October 2016.

ST. ELIZABETH HOSPITAL

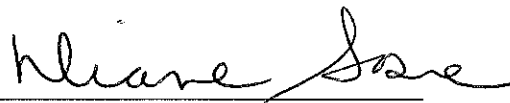


Sharon Royne, Sr. Vice President HR



Marie LaMarche
Division Director of Labor Relations

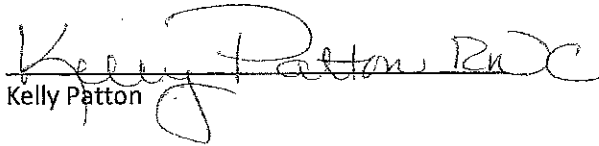
SEIU HEALTHCARE 1199 NW

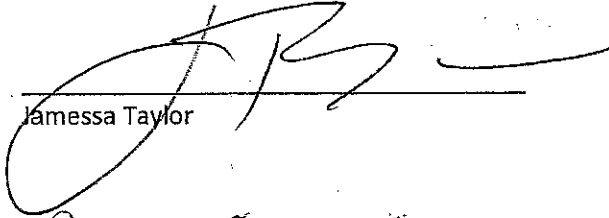


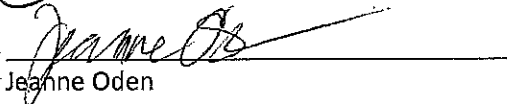
Diane Sosne, President

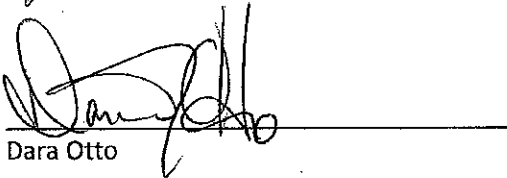


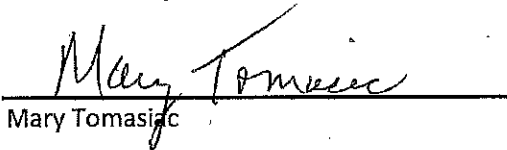
Edisa Musinovic
Negotiator


Kelly Patton


Jamesa Taylor


Jeanne Oden


Dara Otto


Mary Tomasic

APPENDIX A - Wage Schedule

A.1 Straight time hourly wages for nurses covered by this Agreement shall be paid in accordance with the following wage schedule:

	<u>Ratification</u>	<u>April 1, 2017</u>	<u>April 1, 2018</u>
Base	28.69	29.40	30.14
1 year	29.91	30.66	31.43
2 years	31.08	31.85	32.65
3 years	32.29	33.10	33.93
4 years	33.53	34.36	35.22
5 years	34.65	35.52	36.40
6 years	35.89	36.78	37.70
7 years	37.08	38.01	38.96
8 years	38.32	39.27	40.26
9 years	39.51	40.50	41.51
10 years	41.09	42.11	43.17
11 years	41.67	42.72	43.78
12 years	42.48	43.54	44.63
13 years	43.00	44.08	45.18
14 years	43.54	44.63	45.74
15 years	44.20	45.30	46.43
16 years	44.85	45.97	47.12
17 years	45.36	46.50	47.66
18 years	45.87	47.01	48.19
19 years	46.90	48.07	49.27
20 years	47.96	49.16	50.38
21 years	47.96	49.16	50.38
22 years	49.04	50.26	51.52
23 years	49.04	50.26	51.52
24 years	49.53	50.77	52.04
25 years	50.14	51.39	52.68
26 years	50.14	51.64	52.94
27 years	50.14	51.64	52.94
28 years	51.26	52.80	54.12
29 years	51.78	53.33	54.66
30 years	52.40	53.97	55.32

A.2 Effective Dates. Wage increases, longevity steps and any other premiums/differentials set forth herein shall become effective at the beginning of the first full payroll period on or after the dates designated.

- APPENDIX B -
ALTERNATIVE WORK SCHEDULE
10-HOUR WORK SCHEDULE

This work schedule is established for registered nurses in compliance with Section 5.2 of the Agreement between St. Elizabeth Hospital and SEIU Healthcare 1199 NW.

1. General Description. When mutually agreeable to the Hospital and an individual nurse, the nurse may elect an alternative work schedule consisting of ten (10) hour shifts.
2. Eligibility Requirements. The number of 10-hour positions established on any nursing unit will depend on patient care and other staffing considerations as determined by the Employer. Positions will be filled on the basis of seniority, provided that skill, competence and ability are considered equal, in the opinion of the Employer.
3. Normal Work Day. The normal work day will consist of ten (10) hours of work to be completed within ten and one-half (10 1/2) consecutive hours.
4. Normal Work Period. The normal work period will consist of forty (40) hours of work within a seven (7) day period.
5. Weekend. The weekend will begin at 11 p.m. on Friday and will end at 11 p.m. on Sunday.
6. Pay Rate for Weekend Work. Nurses electing this schedule will be paid a premium of four dollars (\$4.00) per hour for all time worked during the weekend.
7. Work on Consecutive Weekends. Section 7.10.1 of the Agreement applies.
8. Regular Rate. The regular rate of pay will be the sum of the nurse's base pay rate plus shift differential, if applicable, plus Hospital Resource Nurse premium, if applicable.
9. Shift Differential. Second shift differential will be paid when the majority of hours worked fall between 3 and 11:00 p.m. Third shift differential will be paid for all hours worked between 11 p.m. and 7:00 a.m.
10. Hospital Resource Nurse Pay. Hospital Resource Nurse pay will be paid for all hours designated by the Employer as Hospital Resource Nurse.
11. Paid Time Off. Paid Time Off will be accrued on the basis of hours paid [including low census, but not Standby, to a total for all hours not to exceed eighty (80) in a pay period]. Paid Time Off will be paid at the nurse's regular rate of pay.

12. Extended Illness Bank. Extended Illness Bank will be accrued on the basis of hours paid [including low census, but not Standby, to a total for all hours not to exceed eighty (80) in a pay period]. Extended Illness Bank will be paid at the nurse's regular rate of pay.

13. Holiday Work. Nurses assigned to this work schedule will be required to work on holidays, in accordance with their unit's rotation roster.

14. Meals and Rest Periods. Nurses assigned to this work schedule will receive a one-half (1/2) hour unpaid meal period during each 10-hour shift. Meal periods shall occur as near the middle of the shift as is practical. Nurses required by their supervisors to remain in their working areas during their meal period shall be compensated for such time as the appropriate rate of pay. Nurses will be allowed one (1) rest period of fifteen (15) minutes for every four (4) hour period worked on the 10-hour shift.

15. Overtime. Nurses who work in excess of ten (10) hours in any day, or in excess of forty (40) hours during a seven (7) day work period, will be paid for the excess work hours at the rate of one and one-half (1-1/2) times their regular pay rate. If a nurse works more than four (4) consecutive hours beyond the end of the ten (10) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift will be paid at double time (2x).

16. Rest Between Shifts. It is considered desirable that all nurses working ten (10) hour shifts shall have an unbroken rest period of eleven (11) hours between shifts. In the event a nurse is required to work with less than eleven (11) hours off duty between shifts, all time worked within this eleven (11) hour period shall be paid at one and one half (1-1/2) times the nurse's regular rate of pay. This section shall not apply to standby and callback assignments.

Rest-Between Shifts – 10-hour Example: The 10-hour nurse work schedule is 7 am – 5:30 p.m. The nurse works from 7 am to 11:30 p.m. The nurse reports back to work the next morning and works 7 am – 5:30 p.m. All hours worked from 7 am to 10:30 am will be paid at time and one half.

- APPENDIX C -
ALTERNATIVE WORK SCHEDULE
12-HOUR SCHEDULE

This work schedule is established for registered nurses in compliance with Section 5.10 of the Agreement between St. Elizabeth Hospital and SEIU Healthcare 1199 NW

1. General Description. When mutually agreeable to the Hospital and an individual nurse, the nurse may elect an alternative work schedule consisting of twelve (12) hour shifts.
2. Eligibility Requirements. The number of 12-hour positions established on any nursing unit will depend on patient care and other staffing considerations as determined by the Employer. Positions will be filled on the basis of seniority, provided that skill, competence and ability are considered equal, in the opinion of the Employer.
3. Normal Work Day. The normal work day will consist of twelve (12) hours of work to be completed within twelve and one-half (12 1/2) consecutive hours.
4. Normal Work Period. The normal work period will consist of forty (40) hours of work within a seven (7) day period. The seven (7) day period will commence at the beginning of the first shift on Sunday morning.
5. Weekend. The weekend will begin at 11 p.m. on Friday and will end at 11 p.m. on Sunday.
6. Pay Rate for Weekend Work. Nurses electing this schedule will be paid a premium of four dollars (\$4.00) per hour for all time worked during the weekend.
7. Work on Consecutive Weekends. Section 7.10.1 of the Agreement applies.
8. Regular Rate. The regular rate of pay will be the sum of the nurse's base pay rate plus shift differential, if applicable, plus Hospital Resource Nurse pay, if applicable.
9. Shift Differential. Second shift differential will be paid for all hours worked between 3 and 11:00 p.m. Third shift differential will be paid for all hours worked between 11 p.m. and 7:00 a.m.
10. Hospital Resource Nurse Pay. Hospital Resource Nurse pay will be paid for all hours designated by the Employer as Hospital Resource Nurse.
11. Rest Between Shifts. It is considered desirable that all nurses working twelve (12) hour shifts shall have an unbroken rest period of ten (10) hours between shifts.

In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at one and one half (1-1/2) times the nurse's regular rate of pay. This section shall not apply to standby and callback assignments.

Rest-Between Shifts – 12-hour Example: The 12-hour nurse work schedule is 7 am – 7:30 p.m. The nurse works from 7 am to 10 p.m. The nurse reports back to work the next morning and works 7 am – 7:30 p.m. All hours worked from 7 am to 8 am will be paid at time and one half.

12. Paid Time Off. Paid Time Off will be accrued on the basis of hours paid [including low census, but not Standby, to a total for all hours not to exceed eighty (80) in a pay period]. Annual leave will be paid at the nurse's regular rate of pay.

13. Extended Illness Bank. Extended Illness Bank will be accrued on the basis of hours paid [including low census, but not Standby, to a total for all hours not to exceed eighty (80) in a pay period]. Extended Illness Bank will be paid at the nurse's regular rate of pay.

14. Holiday Work. Nurses assigned to this work schedule will be required to work on holidays, in accordance with their unit's rotation roster.

15. Meals and Rest Periods. Nurses assigned to this work schedule will receive a one-half (1/2) hour unpaid meal period during each 12-hour shift. Meal periods shall occur as near the middle of the shift as is practical. Nurses required by their supervisors to remain in their working areas during their meal period shall be compensated for such time as the appropriate rate of pay. Nurses will be allowed three (3) rest periods of fifteen (15) minutes each during each 12-hour shift.

16. Overtime. Nurses who work in excess of twelve (12) hours in any day, or in excess of forty (40) hours during a seven (7) day work period, will be paid for the excess work hours at the rate of one and one-half (1-1/2) times their regular pay rate, in accordance with Article 7.4 Work on Day off. If a nurse works more than two consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift will be paid at double time (2x).

Letter of Understanding
Nurse Staffing Committee Law
Compliance with RCW 70.41.410.420

Purpose

Evidence-based nurse staffing can help ensure quality and safe patient care while increasing nurse satisfaction in the work. The Employer and the Union recognize a mutual interest in patient safety initiatives that create a healthy environment for nurses and safe care for patients. In order to protect patients and to support greater retention of registered nurses, and to promote evidence-based nurse staffing, a Nurse Staffing Committee is established whereby direct care nurses and hospital management shall participate in a joint process regarding decisions about nurse staffing.

Committee Scope

Primary responsibilities of the nurse staffing committee shall include:

1. Development and oversight of an annual patient care unit and shift based nurse staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget. Factors to be considered in the development of the plan should include, but are not limited to:
 - a. Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
 - b. Level of intensity of all patients and nature of the care to be delivered on each shift;
 - c. Skill mix;
 - d. Level of experience and specialty certification or training of nursing personnel providing care;
 - e. The need for specialized and intensive equipment
 - f. The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment;
 - g. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations and other health professional organizations.
 - h. Other nurse sensitive quality indicators as agreed to by the committee and all data required under the law.
 - i. Other staffing indicators as may be readily available and agreed to by the committee (e.g., premium pay data, missed breaks, absenteeism, agency usage.)

2. Semiannual review of the staffing plan against patient need and known evidence-based staffing information, including the nursing sensitivity quality indicators, collected by the hospital;
3. Review, assessment and response to staffing concerns presented to the committee.
4. Oversee the posting of the staffing plans in accordance with the law.
5. Recording and approving meeting minutes (co-chairs to approve) and ensuring the minutes are posted and available to all nurses.

Additional Understandings reached

1. In addition to the factors listed in 1 (a-i) of this letter, hospital finances and resources may be taken into account in the development of the nurse staffing plan.
2. The staffing plan must not diminish other standards contained in state or federal law and rules, or the terms of the collective bargaining agreement.
3. The hospital will not retaliate against or engage in any form of intimidation of a nurse for performing any duties or responsibilities in connection with the nurse staffing committee; or a nurse who notifies the nurse staffing committee or hospital administration of his or her concerns on nurse staffing.
4. The committee may decide to use additional resources to help complete its work, which may include the University of Washington's William D. Ruckelshaus Center.
5. Following ratification and through March 31, 2019 the Committee will meet monthly for up to two hours for the purpose of reviewing and revising existing staffing plans. The Committee will determine if more or fewer meetings are necessary.



 St. Elizabeth Hospital



 SEIU Healthcare 1199 NW

September 26, 2016

 Date

Nov. 11, 2016

 Date

MOU #1: PTO Conversion. Effective the first full pay period following July 1, 2016, nurses may elect to convert twenty (20) hours of EIB to PTO by indicating their interest on a PAR and submitting it to the HR Department no later than July 1, 2016

MOU #2: Ratification Bonus: For nurses on the active payroll as of April 1, 2016, and who are also on the active payroll as of the date of payment, there will be a ratification bonus of \$350 based on a full-time FTE. For example; A 1.0 FTE shall receive a bonus of \$350, a .5 FTE shall receive a bonus of \$175, and so on. Per diem and supplemental RN's shall receive a bonus based on .2 FTE of \$70.

MOU #3 PTO Donations for SEIU RN Bargaining Team: Nurses may donate PTO hours to a pool of hours collected for disbursement to the bargaining team. Donations should be submitted on a PAR to the Human Resources Department within twenty-one (21) days following ratification. Copies of PARs will be provided to SEIU and SEIU will provide the Human Resources Department with a distribution list with the number of hours designated for each bargaining team member. The PTO hours will be transferred into applicable nurses' PTO accounts within two (2) pay periods following receipt of the distribution list from SEIU. Nurses receiving pay in lieu of benefits will receive a payment at their regular rate of pay equivalent to the number of the PTO hours they are eligible to receive.