

COLLECTIVE BARGAINING AGREEMENT
between
WASHINGTON STATE NURSES ASSOCIATION
and
KADLEC REGIONAL MEDICAL CENTER

January 5, 2023 to October 31, 2025

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ARTICLE 1 - PREAMBLE

1.1 Purpose. The purpose of this Agreement between KADLEC REGIONAL MEDICAL CENTER ("Employer" or "Hospital") and the WASHINGTON STATE NURSES ASSOCIATION ("Association") is to facilitate the achievement of the mutual goal of providing improved patient care by fostering and establishing (a) equitable employment conditions, (b) an orderly system of employer-employee relations which will facilitate joint discussions and cooperative solutions to mutual problems, and (c) mutual respect, trust and professionalism that encourages open communication and allows for patient advocacy and promotion of quality patient care without fear of reprisal.

1.2 Responsibilities. The parties recognize that they both have responsibilities for and contribute to fostering high standards of nursing practice. It is the responsibility of all Registered Nurses to maintain current licensure.

ARTICLE 2 - RECOGNITION

2.1 Bargaining Unit. The Employer agrees to recognize the Association as the sole bargaining representative for, and this Agreement shall cover, all regular full-time, part-time, and per diem Registered Nurses employed by the Employer at its hospital in Resident Nurse, Staff Nurse, Charge Nurse, or other positions covered by this Agreement, excluding Unit Managers, Department Directors, guards, managerial employees, and supervisors as defined in the National Labor Relations Act, and all other employees.

2.1.1 Extended Representation. The principals regarding accretion under the National Labor Relations Act shall govern Association representation of nurses at facilities or operations acquired or developed by the Hospital after the execution of this Agreement.

2.2 New Bargaining Unit Positions. The Hospital will notify the Association of new staff nurse job classifications created during the life of this Agreement if the classifications are non-supervisory or non-managerial. If the Association requests to negotiate the wages to be paid such new classification, the Hospital may implement the new job classification while the parties negotiate such wages.

ARTICLE 3 - ASSOCIATION SECURITY

3.1 Association Membership. All nurses who are members of the Association at the effective date of this Agreement, and all nurses who voluntarily join the Association during the term of this Agreement must maintain their membership in good standing. Any nurse who is a member of the Association may voluntarily withdraw from the Association by giving written notice to the Association by first class mail postmarked within the two (2) weeks prior to the expiration date of this Agreement.

3.1.1 New Hires. Nurses hired after the effective date of this Agreement shall have thirty (30) days from their date of hire to notify the Association in writing by first class mail of their intention not to join the Association. Such notice must be sent certified mail, return receipt requested during the thirty (30) day period and sent to the Association's offices with a copy sent to the Hospital's Human Resources Department. In the event the newly hired nurse

fails to exercise this option within thirty (30) days, then that nurse shall be required to become and remain an Association member in good standing within sixty (60) days from the date of hire.

3.1.2 Membership in Good Standing. Maintenance of membership in good standing is defined for purposes of Sections 3.1 and 3.1.1 as the timely payment of the current dues uniformly applied to other members of the Association for the class of membership appropriate to the nurse in the bargaining unit. The Association shall notify the Employer in writing of any nurse who has failed to become or maintain membership in good standing if required by Sections 3.1. and 3.1.1. Nurses who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association and such discharge will be deemed for just cause. The Association 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 pursuant to this Section.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Association who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

3.3 Rosters. In each January and July, by an electronic format that is acceptable to the Association, the Employer will provide the Association with a list of registered nurses in the Bargaining Unit. The list will include each employee's name, personal mailing address, personal phone number, employee identification number (last four digits of the employee's social security number), rate of pay, date of hire (or re-hire), status (full-time, part-time, or per diem), FTE, assigned unit, and classification of the nurses. Monthly, the Employer will provide the Association and the Local Unit Chairperson or their designee with a list of new hires, re-hires, including the date of re-hire, transfers, including the date of transfer, and terminations of nurses in the bargaining unit, with the above information and any changes in the seniority list. Neither list shall include temporary or traveler nurses. Nurses will keep the Employer and the Association informed of any changes in mailing address or phone number. The Employer will include all changes to nurses' mailing addresses and/or phone numbers in the monthly reports provided to the Association.

3.4 Association Representatives. The Hospital agrees that an authorized Association representative shall have reasonable access to areas open to the general public for the purpose of investigating grievances and contract compliance, provided that the Association representative first notifies the Director of Human Resources or designee as to which areas they wish to visit and the purposes of the visit. Such visitation shall be conducted in a manner which will not be disruptive to the operation of the Hospital or patient care. The parties agree that

Association business shall be conducted during non-working time (e.g., coffee breaks, meal periods and before and after shift). The Association representative shall notify the Director of Human Resources or designee upon leaving the premises.

3.5 Local Unit Chairperson. The parties acknowledge the general proposition that Association business performed by up to two (2) local unit chairpersons (or their designees), including the investigating of grievances, will be conducted during non-working hours (e.g., rest periods, meal periods, and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the unit chairperson, after notifying the nurse's supervisor, will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirements of patient care. On their own time the Local Unit Chairperson or designee shall be scheduled for one-half (½) hour in the orientation to introduce the Agreement. The Medical Center's Human Resource and Nursing Administration Departments shall be informed in advance when a Local Unit Chairperson plans to utilize a designee in the event of a planned absence.

3.6 Distribution of Agreement. The Collective Bargaining Agreement is available to all nurses at www.wsna.org.

3.7 Negotiations. Providing the parties agree to engage in Interest Based Negotiations and participate in IBN training, the Employer will pay for the training and time spent in the training and time spent in up to five (5) eight (8) hour days of bargaining for up to ten (10) nurses designated by the Association. The Association shall provide the Employer with the names of the bargaining unit members who will be on the Association's negotiation team at least six (6) weeks in advance of negotiations or any related training. The Employer shall provide the Association with the names of its negotiation team members as soon as possible in advance of negotiations or any related training.

3.7.1 Child Care During Negotiations. Nurses participating in negotiations who have their child/children enrolled in the Hospital child care, shall be allowed to utilize the child care services, at their expense, during negotiations with the Hospital as though they were at work.

3.7.2 Non-Interest Based Negotiations. WSNA bargaining team members will be identified prior to the start of negotiations. Where the Medical Center has received appropriate advance notice, it will reasonably attempt to assist members of the WSNA negotiating team to be relieved of duties to attend contract negotiation meetings. Members of the team shall notify their managers of the need for such relief as early as possible. Such time may be taken as accrued PTO or unpaid time off.

3.8 Bulletin Boards. The Association shall be permitted to post notices relating to Association activities on bulletin boards located in either the nurse lounge or conference room of each nursing unit to the extent they exist, on a bulletin board located near the Hospital Human Resources office, and on a bulletin board in the cafeteria area. Space on each bulletin board will be designated for the exclusive use of the Association. Such notices will be initialed by the LUC or designee, and a courtesy copy will be provided promptly to the Employer's Chief Nursing Officer.

3.9 Meeting Rooms. The Association may be permitted to use designated premises of the Employer for meetings of the local unit, with or without Association staff present, provided sufficient advance request for meeting facilities is made to a designated administrator and space is available.

3.10 Locker Space. Locker space shall be made available for the use of the local unit.

ARTICLE 4 - DEFINITIONS

4.1 Introductory Status. The first ninety (90) calendar days of employment for fulltime nurses and the first one hundred and eighty (180) calendar days of employment for part-time and per diem nurses shall be an Introductory Status period. After either ninety (90) or one hundred and eighty (180) calendar days of continuous employment, as applicable, the nurse shall be considered a regular employee unless specifically advised by the Hospital in writing. The Introductory Status may be extended for not more than ninety (90) calendar days. The Hospital retains the right to terminate Introductory Status nurses without notice or pay in lieu of notice. Introductory Status nurses are not required to give two (2) weeks' notice of intention to terminate.

4.2 Regular Status. Regular status is held after completion of the Introductory Status period.

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

4.4 Charge Nurse. A Staff Nurse who is assigned leadership responsibilities of other Staff Nurses in addition to providing nursing care services. A Lead/Charge Nurse shall be assigned in each organized unit on all shifts based on patient care and operational needs of the unit and shall not be scheduled to take a patient-care assignment on any unit requiring five or more nurses per shift. An organized unit shall be defined by the Employer. In collaboration with the nurses on each unit, the Employer shall develop unit specific job descriptions of the duties and responsibilities of nurses assigned as Charge Nurse. The Charge Nurse will consult with the Unit Manager, Department Director, Patient Care Coordinator or designee regarding staffing issues based on the acuity of patients and pre-established guidelines, including those recommended by the Staffing Committee that result in approval by the President as required by RCW 70.41.420. For units with fewer than five nurses per shift, the Hospital will make every effort to ensure that administrative and other ancillary support (e.g., NAR/HUC/CNA/Tech) is assigned to the unit per the unit's staffing plan and/or matrix, so that the Lead/Charge Nurse is relieved from unit administrative and ancillary duties normally performed by those other positions.

4.5 Other Covered Positions. Other Registered Nurse positions covered by this Agreement are set forth in Appendix B attached hereto and made a part of this Agreement.

4.6 Full-time Status. Full-time status is held by all nurses who are regularly scheduled to work forty (40) hours per seven (7) day work week or eighty (80) hours per fourteen (14) day work period or three (3) shifts per week of twelve (12) hours. A full-time nurse shares fully all employee benefits outlined in this Agreement.

4.7 Part-time Status. Part-time status is held by all nurses who regularly work schedules other than those set forth in Section 4.6 above. A part-time nurse shall be compensated in the same manner as a full-time nurse except that employee benefits shall be earned in proportion to actual hours paid to a maximum of two thousand eighty (2080) hours. A part-time nurse who has requested additional shifts shall receive priority over per diem nurses for filling regularly scheduled straight-time staffing needs provided the part-time nurse is available and skill, ability, experience, competence or qualifications are not overriding factors as determined by the Hospital. Part-time nurses will not be scheduled to work more than their FTE status without prior consent.

4.8 Per Diem Nurse. A non-benefited, non-FTE nurse scheduled to work to meet the operational needs of the Employer. Per diem nurses shall include nurses scheduled on an "on-call" basis.

4.8.1 Rate of Pay. Per diems who previously worked for the Hospital as a full-time or part-time nurse and converted to per diem status without a break in service will be paid fifteen percent (15%) above their last service increment. All other per diems will be paid at fifteen percent (15%) above the grade of the salary schedule commensurate with their recent relevant experience.

4.8.2 Per Diem Commitment. Per diem nurses may be required by the Hospital to work at least one (1) weekend per month or straight evening or night shifts, one (1) major holiday and one (1) minor holiday per year. Thanksgiving Day, day following Thanksgiving Day, day before Christmas and Christmas Day are "major" holidays. New Year's Day, Memorial Day, Independence Day and Labor Day are "minor" holidays. Per diem nurses shall work, if assigned, six (6) full shifts in a rolling calendar quarter, three (3) of which shifts shall be weekend, evening, or nights or any combination thereof.

4.8.3 Grade Increases/Premium Pay. Per diem nurses shall accrue service increments based on two thousand eighty (2080) paid hours, excluding standby hours. Beginning two full payroll periods following ratification, per diem nurses shall accrue service increments based on one thousand eight hundred and seventy-two (1872) paid hours, excluding standby hours. Per diem nurses shall not receive any employee benefit compensation, except shift differential, Lead (Charge) Nurse premium, standby pay, certification/BSN/MSN premium, weekend premium when the weekend is worked, and holiday pay when the holiday is worked. Per diem nurses shall be paid for all overtime worked in excess of the normal work period as defined in the Agreement.

4.8.4 No Seniority. Per diem nurses shall not accrue seniority, but full-time or part-time nurses who become per diem nurses and then revert to full-time or part-time status without a break in service will have their seniority bridged and their seniority date adjusted to reflect the period of per diem status.

4.8.5 Recurring Assignments. If a per diem and/or resource nurse occupies a position on the schedule of two (2) or more shifts per week for three (3) consecutive months, such position will be posted in accordance with the job posting provisions of this Agreement. This does not apply if the per diem and/or resource nurse is replacing a nurse scheduled to return.

4.8.6 Per Diem Bonus. Per diem nurses who work 864 hours or more in a calendar year shall receive a bonus of \$1000.00 upon working 864 hours. Per diem nurses who have worked 864 hours in a calendar year should notify their core leader/unit manager about their hours worked to help ensure timely payment. For this Section, "calendar year" is defined as the first pay period to the last pay period in a calendar year. The bonus shall be payable only one time per year and will be paid out within two (2) pay cycles after the Hospital validates that the nurse has worked 864 hours in a calendar year.

4.9 Seniority. Seniority shall be based upon the most recent date of employment as a full-time or part-time Registered Nurse in a position covered by this Agreement and shall be administered in an organized unit on the basis of Hospital-wide seniority.

4.9.1 Termination. Seniority shall terminate upon the occurrence of any one of the following events, except for as provided in Article 4.9.2:

- Discharge for cause or voluntary quit;
- Retirement;
- Failure to return at the end of any approved leave of absence;
- Absence due to illness or injury in excess of twelve (12) months, unless extended by agreement of the parties; or
- Layoff for more than twelve (12) consecutive months or failure to return from layoff upon proper recall.

4.9.2 Seniority Bridge. Full-time or part-time nurses who leave the bargaining unit and then return without a break in service as an employee of the Employer will have their seniority bridged and their seniority date adjusted to reflect the period of non-bargaining unit status. In addition, full-time or part-time nurses who leave the bargaining unit in good standing and then return within one year will have their seniority reinstated.

4.9.3 Transfers Into the Bargaining Unit. An employee of Kadlec Regional Medical Center with at least six (6) months of employment who becomes a Registered Nurse and transfers into a bargaining unit position shall receive six (6) months of bargaining unit seniority credit.

4.10 Preceptor. A Preceptor is a Registered Nurse with at least one (1) year of continuous relevant experience and preceptor training who is assigned specific responsibility for planning, organizing, teaching, and evaluating the new skill development of a student intern or nurse employed by the Employer who is participating in a specific Preceptor Program. A nurse shall not be assigned preceptor status until after they have completed the preceptor training. The Employer shall provide formal unit-specific Preceptor Programs for each unit. The Nurse Practice Council shall receive progress reports and review the efficacy of such programs on an on-going basis. Should changes need to be made to the formal Preceptor Programs, such changes will be reviewed by the Nurse Practice Council. Inherent in the Preceptor role is the responsibility for specific, criteria-based, and goal-directed education for a specific period.

Preceptor-preceptee assignments shall not exceed 1:1 unless the Preceptor agrees otherwise. A Preceptor may or may not be a Lead/Charge Nurse based on the unit-specific Lead/Charge Nurse job description. Preceptor responsibilities will be considered when making patient care assignments. The Employer will first seek volunteers before making Preceptor assignments. Nurses have the right to refuse assignment as a Preceptor; provided, however, that should there be insufficient qualified volunteers, the Nurse Practice Council and the affected department shall work together to facilitate getting volunteers and addressing the situation to meet the needs at the time. Preceptors shall receive training pursuant to a formal Preceptor Training Program which will be offered quarterly, as needed. Such training will include planning, organizing, teaching and evaluating new skill development of a student intern or nurse. It is understood that Registered Nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses without receiving Preceptor pay. This would include the providing of informational assistance, support and guidance to new nurses on the unit. Nurses assigned as preceptors with a current preceptee shall not be floated off their home units when actively precepting. Nurses who are precepting or being precepted may be floated to other units within their float cluster in order for the preceptee to be oriented to those units. Floating of nurses being precepted to units outside their float cluster is governed by Article 5.16.3, Elective Floating.

4.11 Emergency. For the purposes of this Agreement, an emergency is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action.

4.12 Regular Rate of Pay. For the purposes of this Agreement, a nurse's regular rate of pay shall be defined as the nurse's straight-time rate of pay (Appendix A) plus shift differential if the nurse is regularly scheduled to work the second (evening) or third (night) shift plus any applicable BSN, MSN and/or Certification premiums.

4.13 SANE Nurse. A Sexual Assault Nurse Examiner is a nurse who has met the qualifications to perform sexual abuse or assault forensic examinations and has been designated by the Employer to conduct such examinations. The nurse must have participated in and completed the forty (40) hour SANE course or other training specified by the Employer.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Workday. A standard work day shall consist of eight (8), ten (10), or twelve (12) hours work to be completed within eight and one-half (8½), ten and one-half (10½), or twelve and one-half (12½) consecutive hours, respectively, with a thirty (30) minute meal period on the nurse's own time if the nurse is relieved of duties during this period. If the nurse is not relieved of duties or may not leave the unit for the meal period, this shall be paid time. Nurses working eight (8) or ten (10) hour workdays shall receive two (2) fifteen (15) minute rest breaks spaced appropriately apart. Nurses working twelve (12) hour shifts shall receive three (3) fifteen (15) minute breaks spaced appropriately apart. Nothing in this article prevents a nurse and the Medical Center from agreeing to work days with different shift lengths as recognized in Article 5.3.2.

5.2 Rest and Meal Periods. Rest periods of fifteen (15) minutes for each four (4) hour work period shall be provided. A period of thirty (30) minutes within each shift shall be

provided for a meal period or other functions at the discretion of the nurse. The Employer shall also provide restrooms, lockers and attendant facilities and shall provide adequate facilities for meal breaks. When necessitated by the work load, nurses may take the first rest period in conjunction with meal periods. A private and secure space which can be used for lactation shall be provided in multiple locations.

5.2.1 Lactation Space. A private and secure space which can be used for lactation shall be provided in multiple locations. A list of such locations will be available to nurses and will be posted on the Medical Center's Sharepoint site. This list will include information on locations which have access to facilities for washing hands and rinsing breast pumping equipment and access to space in a refrigerator. Reasonable rest period times shall be provided for the purpose of expressing milk.

5.3 Work Period. The full-time work period shall consist of eighty (80) hours within a fourteen (14) day period for nurses regularly scheduled to work eight (8) hours or less per day. For nurses regularly scheduled to work ten (10) hours per day, the work period shall consist of forty (40) hours within a seven (7) day period. For nurses regularly scheduled to work twelve (12) hours per day the work period shall consist of thirty-six (36) hours within a seven (7) day period.

5.3.1 Beginning of Work Period. All work periods shall begin when the shift start time is on Sunday. A shift shall be deemed to start on the calendar day on which the shift start time falls.

5.3.2 Innovative Work Periods or Schedules. Other individual innovative work periods or schedules may be established when mutually agreeable to the Employer and the nurse concerned, provided written notice is given to the Local Unit Chairperson and such work periods or schedules do not modify any other term of this Agreement other than the nurse's work period or schedule.

Innovative work periods or schedules that are implemented on a unit or Hospital wide basis, whether or not they modify any other term of this Agreement than the nurses' work period or schedule, shall be mutually agreeable to the Employer and nurses involved, and the Association shall be given forty-five (45) days' notice and opportunity to bargain about these innovative work periods or schedules.

5.4 Definition of Overtime - Eight Hour Shifts. For nurses regularly scheduled to work on a schedule of eight (8) hours per day, all time worked in excess of the nurse's regular eight (8) hour shift in a day and all time worked in excess of eighty (80) hours in a fourteen (14) day period shall be considered overtime.

5.4.1 Overtime - Other Than Eight Hour Shifts. For nurses regularly scheduled to work other than straight eight (8) hour shifts, all time worked in excess of the nurse's regular shift, provided the nurse has worked more than one (1) hour past their regular shift, and/or all time worked in excess of forty (40) hours in a seven (7) day period shall be considered overtime.

5.4.2 Overtime to be Properly Authorized. All overtime must be properly authorized by the Employer.

5.5 Overtime Compensation. All overtime shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay.

5.6 Paid Time. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay. Hours paid for at the rate of time and one-half (1½) as a premium for working on a holiday designated in this Agreement (Article 9.4) shall not offset overtime compensation owed to a nurse for working in excess of forty (40) hours in a work week or eighty (80) hours in a pay period, unless the holiday hours worked and the overtime hours worked are the same hours worked. Nurses shall not receive more than one (1) time and one-half (1½) premium for the same hours worked.

5.7 Work Schedules. Employer retains the right to adjust work and call schedules to maintain an efficient and orderly operation. The Employer shall determine and post monthly work and call schedules four (4) weeks preceding the expiration of the current schedule. Posted schedules may be amended by mutual agreement. Any request for special scheduling shall be submitted to the Unit Manager fifteen (15) days prior to the issuance of the monthly schedule unless mutually agreed otherwise. The Unit Manager or designee will discuss changes in the nurse's routine schedule with the nurse before making the change.

5.7.1 Per diem nurses will be scheduled only after full-time and part-time nurses have been scheduled.

5.7.2 Workgroup on Scheduling. Within sixty (60) days of the ratification of this Agreement, each department shall create a workgroup to discuss routine and/or self-scheduling processes for their department's schedule, which may be the existing process used on each department. The workgroup shall be open to all nurses but composed of at least a minimum of two (2) nurses working in the department and the department's unit manager/core leader or designee. The unit manager will provide parameters to the workgroup on what needs to be considered for scheduling, e.g., skill mix, weekends, etc. Recommendations of the workgroup will be presented to the department's nurses for voting, except in the event the workgroup reaches consensus that the existing scheduling process is satisfactory and no voting is necessary. The workgroup will create a process for determining how nurses in the department will vote on whether to adopt the recommendations. All workgroup recommendations shall be presented to department nurses within six (6) months of the ratification of this Agreement. In the event of a dispute about scheduling processes within a department, Conference Committee will make recommendations on how to resolve the dispute. The adopted scheduling process for each department will be made available in writing to all RNs who work in that department.

Thereafter, every other year, if a majority of nurses in a given department so desire, a workgroup will be reconvened to discuss and make recommendations on the scheduling process for their department and the department's voting process.

Nothing herein impacts the Medical Center's right to adjust and maintain schedules for efficient operations. Further, all schedules developed by workgroups must adhere to the requirements set forth in the Hospital's and WSNA's Agreement.

5.8 Weekends. Except in emergency situations or by mutual agreement, the Employer shall schedule full-time and part-time nurses so that they have at least every other weekend off.

In the event a full-time nurse is required to work more than two (2) weekends out of a four (4) week posted work schedule, all time worked on any portion of any unscheduled weekend in excess of the two (2) scheduled weekends shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work more frequent weekend duty.

The weekend shall be defined for the first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night.

5.8.1 The nurses on each unit shall develop a written method that would allow more senior (tenured) nurses not be required to work weekends as schedules become available. This method will be updated by the unit staff based on operational needs of the department. The method and all subsequent changes will be approved by the Department Director/Unit Manager.

5.9 Time and Attendance System. Nurses shall accurately, and by using codes properly enter data into the time and attendance system. The Medical Center may use alternative methods of recording time and attendance.

5.10 Rest Between Shifts. Each regularly scheduled nurse shall normally have an unbroken rest period of at least ten (10) hours between patient care shifts unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. This excludes non-mandatory meetings and/or education. A nurse who does not receive at least ten (10) hours rest between shifts shall be compensated at the rate of time and one-half (1½) the nurse's regular rate of pay throughout the shift worked without the required rest. Without regard to Article 6.12, except Article 6.12.2 (Per Diem), nurses with less than ten (10) hours rest between shifts may be offered low census.

5.11 PTO or PTO Safe Sick Accrual. Nurses shall receive PTO or PTO-Safe Sick in hourly increments equivalent to the number of hours the nurse is regularly scheduled to work.

5.12 On Call. The following shall govern On Call hours:

5.12.1 On Call. Nurses who are on call shall be paid Four Dollars and twenty-five cents (\$4.25) per hour on call pay for all such hours. On the eight (8) traditional holidays recognized in Article 9.4, nurses who are on call shall be paid Five Dollars and twenty-five cents (\$5.25) per hour on call pay for all such hours. If a nurse is called in to work while on call, the nurse shall be guaranteed a minimum of three (3) hours at the overtime rate of time and one-half (1½) except that on all holidays the pay shall be double (2x). In all areas that require call, all regular full-time and part-time nurses covered by this Agreement shall share call equitably. No

regular full-time or part-time nurse shall be asked nor permitted to be on call for more than 1,000 hours in a calendar year. The 1,000 hours shall not apply to Per Diem nurses who primarily work call. Any OR, PACU, Cath Lab, and Endo Nurses who work call-back in excess of fourteen (14) cumulative hours between 7 p.m. on Friday and 7 a.m. on Monday will be eligible for a lump sum bonus of \$100, less applicable withholdings or deductions. Minimum call-back hours not actually worked will not be considered as part of the cumulative hours.

5.12.1.1 The nurses on each unit shall develop a written method that addresses call rotation, scheduling, and emergency situations. This method will be updated by the unit staff based on operational needs of the department. The method and all subsequent changes will be approved by the Department Director/Unit Manager.

5.12.2 Overtime Computation. Standby/On Call duty shall not be counted as hours worked for purposes of computing overtime, eligibility for service increments or employee benefits.

5.12.3. On Call Hours in Excess of 1000 Hours. Any Nursing Unit/Department that requires the ability to schedule employees on call at a higher amount than the per Registered Nurse one-thousand (1,000) hour cap, should present at Conference Committee, demonstrating the measures they have taken to prevent the need to exceed one-thousand (1000) hours and explain why they still need to exceed the one-thousand (1,000) hours. A quarterly report with the Registered Nurse's on-call hours will be presented to Conference Committee. Departments who have nurses over the 1,000 hours call limit will report monthly to Conference Committee with a status update on reducing the call hours.

Registered Nurses who are on-call more than 1000 hours in a calendar year will be paid a lump sum bonus. This lump sum bonus will be paid equal to four dollars and fifty cents (\$4.50) per hour times the number of on call hours in excess of one thousand (1,000) hours in addition to the on call pay previously paid. This lump sum bonus will be paid in January of each year. Nurses who terminate their employment before December 31 will forfeit this lump sum for all on-call hours accrued in that year.

5.13 Travel. When a nurse covered by this Agreement is required by the Employer to travel, including accompanying a Hospital patient off Hospital premises, the nurse shall be considered in the employ of the Employer and provisions of this Agreement shall apply. A nurse will be paid for actual work time with a minimum of the nurse's normally scheduled hours. In addition, a nurse assigned to the Hospital's transport team shall receive Twenty-five Dollars (\$25.00) for each transport assignment in the Tri-Cities area and Fifty Dollars (\$50.00) for each transport assignment outside the Tri Cities area. In addition, nurses who transport patients to/from the Hospital to other Kadlec facilities will receive Twenty-Five Dollars (\$25.00) for each transport assignment. The Employer shall reimburse the nurse for all necessary travel expenses incurred by the nurse under said circumstances. The Employer's prior approval shall be obtained in writing whenever possible.

5.14 Work in Advance of Shift. When a nurse, at the request of the Employer, reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the nurse's regular rate.

5.15 Resource Team Nurse. A nurse is designated as a resource team nurse when the nurse applies for and accepts a position on the Resource Team. The resource nurse is scheduled to float in order to meet staffing/patient care needs such as the additional RN staff required to meet the acuity of patients of the unit, the census/volume and to cover vacations, unscheduled absences, sick calls, and continuing education. A Resource Team Nurse will not be floated to a unit to take a patient care assignment in which the nurse does not have the skills, ability or training. (See Section 8.7, Resource Team Premium).

5.15.1 Resource Team nurses will be floated prior to any staff nurse assigned to a particular unit and prior to agency and traveler nurses.

5.15.2 When a Resource Team Nurse is scheduled, reasonable attempts will be made to preserve the continuity of patient care assignments such that the Resource Team Nurse will not be floated to more than two (2) units per shift.

5.15.3 When a Resource Team Nurse is utilized for functional assignment(s), there are no limits to the number of units to which the nurse can be floated.

5.16 Floating. As may be consistent with patient care and operational needs of the Hospital, floating shall be the responsibility of all staff nurses. In the event a need arises to float staff nurses from a unit during a regularly scheduled shift, Resource Team Nurses will be used first, volunteers shall be sought second, then traveler and agency nurses shall float provided the traveler and agency nurses are qualified to work in the area to which floating is required. If additional floating is required, it shall be shared equitably among the full-time, part-time, and per diem nurses on the unit and shift. The Employer will provide a reasonable orientation for nurses required to float within the Hospital. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented (Article 14.2).

Required floating will occur when a need is identified in any one area of the below specified clusters. Floating clusters are identified as:

- Clinical Decision Unit (CDU), Outpatient Procedures (OPP);
- Cath Lab, Diagnostic Imaging;
- ICU and step down;
- Surgical, Adult Acute Care (No more than three Adult Acute Care departments per float cluster. If additional departments are created, floating limits shall be as follows: An even number of departments shall result in no more than two Adult Acute Care departments per float cluster. An odd number of departments may result in three departments per float cluster. Patient care assignments shall always be located on one floor only);
- Perioperative (Peri Anesthesia Unit (PAU), OR, PAS);
- Birth Center, Peds, NICU;

- Emergency Department, Freestanding Emergency Department; and
- Outpatient Oncology.

5.16.1 Orientation to cluster units will be provided and repeated upon request. Section 14.2 of the Agreement applies to nurses required to float. Any changes to the floating clusters shall be by mutual agreement of the Association and the Hospital.

5.16.2 Staff nurses floated from a unit during a regularly scheduled shift shall not be assigned without her/his consent to be a primary care giver in more than two (2) units per shift.

5.16.3 Elective Floating. Elective floating is identified as a staff nurse, based on patient care and operational needs of the Hospital, floating to a unit outside the nurse's specified cluster.

5.16.4. Patient Holding In-Unit. In the event that a patient is being held in a unit while they are waiting for a bed in another unit, the Hospital will use its best efforts to ensure a nurse with appropriate competencies is able to care for that patient and/or assist with performance of necessary interventions. In the event that a nurse is asked to care for a patient who is being held in their unit and the nurse believes they do not have the competencies to care for that patient, the nurse should immediately discuss this issue with the charge nurse. If the charge nurse is not immediately available, the nurse should discuss the issue with the unit supervisor, if available. If the issue is still not resolved, the nurse should contact the house supervisor. If the issue remains unresolved, the nurse may fill out a Staffing Concern Form and/or Assignment Despite Objection (ADO) form.

5.17 Functional Assignment. A functional assignment is performing nursing care tasks that do not involve being assigned to a specific patient. Nursing care tasks include those tasks that the nurse possesses the skills and abilities to perform competently. Patient sitting is considered a functional assignment. If during a functional floating assignment, the nurse is asked to perform a nursing care task or procedure that in the reasonable opinion of the nurse, is not one that is considered to be a functional assignment nursing care task/procedure (as defined in this section) and/or is beyond the nurse's skills and abilities, the nurse should immediately discuss the issue with the charge nurse. If the charge nurse is not immediately available, the nurse should immediately discuss the issue with the unit manager/core leader, if available. If the issue is still not resolved, the nurse should contact the house supervisor. If the issue remains unresolved, the nurse may record the fact in writing that these conversations took place and indicate the results of the conversations.

5.18 Patient Care Assignment. A patient care assignment is when a nurse is given primary responsibility for the care of a specific patient or patients.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Nondiscrimination. Employment and salary determination shall be based upon this Agreement, irrespective of race, color, creed, religion, sex, national origin, age, marital

status, sexual preference, disability (subject to occupational requirements) or any other basis prohibited by local, state or federal law.

6.2 Layoff. Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Hospital based on relevant criteria, seniority shall be controlling as provided in Section 6.2.2 in reduction of force or re-employment. In exercising its judgment, the Employer may take into consideration all of the various services provided to Hospital patients.

6.2.1 Vacancies to be Filled. Vacancies in bargaining unit positions shall be filled in accordance with the job posting provisions of Section 6.5. However, once a Notice of Layoff is issued, no open positions shall be filled during the last three (3) days of the notice period until all nurses affected by the layoff have exercised their contractual bumping rights.

6.2.2 Seniority Rights in the Event of a Layoff. Any involuntary, permanent reduction in a nurse's FTE shall be considered a layoff. In the event of a layoff, nurses shall have the following rights to displace less senior nurses based upon the nurse's Hospital-wide seniority as determined by the nurse's date of hire:

- A nurse's ability to bump a less senior nurse will be conditioned upon the nurse's ability to become oriented to the less senior nurse's position within four (4) weeks. The remaining provisions of this Article 6.2.2 assume the more senior nurse is qualified or may become qualified to fill the less senior nurse's position within four (4) weeks.
- Any notice of layoff required by Article 6.2.4 will include a "low seniority roster". The low seniority roster will include the corresponding number of the least senior nurses on the Hospital-wide seniority list whose FTE is equal to or less than the nurses to be laid off and all open positions at the time the notice of layoff is issued. Any positions that become open after the notice of lay off and before the affected nurses exercise their bumping rights will be added to the low seniority roster.

For example, if a layoff affects three 1.0 FTE positions, the low seniority roster will be established by beginning with the least senior employee on the Hospital-wide seniority list without regard to FTE status and proceed up the seniority list until the roster includes three 1.0 FTE employees and all partial FTE employees below the most senior 1.0 FTE on the low seniority roster. Thus, in Figure 1 below, the Low Seniority Roster would include those employees below the line.

Figure 1.

Nurses Affected by Layoff Notice	Low Seniority Roster
FTE 1.0	.8
FTE 1.0	
FTE 1.0	1.0
	.5
	1.0
	.3
	.6
	1.0
	.4

- The most senior nurse in the group of nurses to be laid off may bump any nurse on the low seniority roster or elect to fill any open position available at the time. Each nurse to be laid off may exercise her or his bumping rights in order of their seniority in the same manner. Each nurse exercising their bumping rights will meet individually and privately with the Chief Nursing Officer or designee and an Association representative to exercise such rights.
- Nurses being displaced by more senior nurses shall be considered to be laid off and shall have the same rights as other laid off nurses as provided herein.
- When a laid off nurse takes only a portion of a less senior nurse's position, the less senior nurse may retain the fraction (if at least a .2 FTE) of their prior position not taken; in which case the nurse will forfeit their seniority rights to bump less senior nurses as provided herein. If the displaced nurse elects not to retain the fraction of their position, the nurse shall be considered laid off and may exercise their seniority rights as provided herein.
- If the Hospital wishes to fill the vacant fraction of the less senior nurse's position, it must post the fractioned position as provided for under this Agreement. Alternatively, the Hospital may offer, on a seniority basis, portions of the fractioned position to other nurses on the unit. The Hospital may also combine fractioned positions within a unit to create a single position which shall be posted and filled according to this Agreement.

6.2.3 Recall. Upon layoff, the names of laid off nurses shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Within this twelve (12) month period, a nurse shall be removed from the roster only upon re-employment with the Hospital, upon refusal to accept regular work offered by the Hospital or at the end of the twelve (12) month period. After a vacancy has been posted in accordance with the job posting provisions of Article 6.5, the order of reinstatement from the reinstatement roster will be in the reverse order of layoff, providing skills, ability, experience, competence or qualifications are not overriding factors as determined by the Hospital based on relevant criteria. Subject to the above qualifications, laid off nurses shall be offered reinstatement prior to any nurses being newly

hired. Upon reinstatement from such roster, the nurse shall have all previously accrued employee benefits and seniority restored, subject to benefit plan eligibility requirements.

6.2.4 Notice of Layoff. The Hospital will give the Association and any affected nurse at least thirty (30) days written notice (forty-five (45) days if more than ten (10) FTEs are proposed to be laid off) in advance of any layoff of registered nurses. The "low seniority roster" required by Article 6.2.2 will be included with the notice. The parties will meet within one (1) week to discuss the application of Article 6.2. Nurses who are laid off as a result of bumping shall be given at least two (2) weeks written notice. The Hospital may give pay in lieu of any notice required under this section.

6.3 Discipline and Discharge for Just Cause. Any nurse who has completed his or her Introductory Status period and who is otherwise covered by this Agreement may be discharged or be subject to any other disciplinary action for just cause only. Both parties agree that reasonable attempt should be made to counsel employees prior to disciplinary action and that discipline shall be progressive, except for serious misconduct. The Employer shall take reasonable measures to document a nurse's conduct which may result in discipline but shall keep such documentation confidential. Upon request, all Registered Nurses shall be entitled to have the Local Unit Chairperson or designee present during an investigatory interview which the nurse believes may result in discipline. In addition, all Registered Nurses shall be entitled to have the Local Unit Chairperson or designee, if readily available, present during any disciplinary action involving verbal or written reprimand, suspension, or discharge, excluding counseling. The Employer shall inform the nurse of the purpose of such disciplinary meeting in advance. Except in any case requiring immediate action on the part of the Employer, the nurse shall be given a reasonable amount of time to obtain Association representation and a mutually agreed upon meeting time will be established with the Association representative, the Employer representative, and the nurse involved. The Employer will notify the Association if it discharges a nurse.

After two (2) years, if no further disciplinary action is applied, the nurse may request warning notices be removed from their personnel file. Any reference to them on the written performance progress notes will also be discarded after this two (2) year period. Performance appraisals shall reflect the nurse's job performance and behaviors and may include reference to coaching or corrective action less than two years old. Notwithstanding the foregoing, if a nurse receives a written warning for conduct deemed to be in violation of State or Federal Law or the Nurse Practice Act, the written warning may be retained in the nurse's personnel file but shall not be deemed relevant for purposes of future progressive discipline or for evaluating a nurse's qualifications under the job posting provision of this Agreement after two (2) years if no further disciplinary action is applied. During the two (2) year period disciplinary actions may not be considered as the sole reason to deny consideration for transfer unless the discipline is relevant to the employee's performance of the posted position.

6.4 Personnel File. Within one (1) workday after notifying Human Resources, nurses shall have access to their electronic/written personnel file. Nurses shall have access to their electronic performance evaluations.

Written/Electronic forms shall be used to specify conditions of hiring (including number of hours to be worked, rate of pay, unit and shift), termination, change of position or leave of absence. Upon request, the nurse shall be given one (1) copy of each form.

Nurses will have access to written/electronic information regarding hours worked, rate of pay, paid time off accrued, and extended illness benefits accrued, by accessing their electronic employee portal.

6.4.1 Exit Interview. Upon request, a nurse terminating their employment with the Hospital will be given the opportunity for an exit interview with the Director of Human Resources or their designee.

6.5 Job Posting. Notices of vacant, full-time or regular part-time Staff Nurse positions of ninety (90) or more days duration shall be posted electronically each Wednesday by 3:00 p.m. and shall remain posted at least seven (7) calendar days prior to filling. The notice will describe the position, unit, FTE status and the date of commencement, if known. To be considered for the position, the nurse must timely indicate interest to the Employer in writing. Requests for transfers within a unit shall be in writing. Preference shall be given to the senior nurse, providing skill, experience, qualifications, competency or ability are not considered overriding factors as determined by the Employer based on relevant criteria.

Nurses who receive a transfer to a new position shall be transferred as soon as reasonably possible and no later than six (6) weeks due to lack of replacement unless mutually agreed otherwise.

6.5.1 Voluntary Reduction of FTE. A nurse may, upon giving reasonable notice, make a bona fide request in writing to reduce his/her FTE or to go to per diem status, subject to approval by the nurse's Unit Manager. Requests must be submitted by the beginning of each quarter of a calendar year: January 1, April 1, July 1, October 1. Such approval may not be unreasonably withheld as determined by the following criteria:

- The requested reduction may not be conditioned upon receipt of any particular schedule;
- The full-time/part-time/per diem mix is maintained at acceptable levels as determined by objective standards developed on a unit-by-unit basis;
- Granting the request must not result in an increase in the incidence of overtime based upon existing staffing;
- Adequate coverage must be available within the unit;
- The request, either alone or combined with other requests, must not materially increase the costs of mandatory education, in-service, etc.
- In the event of multiple requests, seniority will be deciding factor in approving a request for a reduced FTE when one becomes available as long as skills and ability are not an overriding factor.

Denials of requests made under this section will be providing in writing, which may include email, to the nurse. Nothing herein prevents the Hospital and a nurse from agreeing to an innovative work schedule as provided for in Article 5.3.2.

6.5.2 Commitment to Position. After a nurse has completed a formal Training Program identified by the Nurse Practice Council, the nurse may not, without the consent of the Hospital, bid on a position outside the unit in which the training was performed for a period not to exceed eighteen (18) months from the date on which the Training Program was completed.

6.6 Paydays. When the normal payday falls on a holiday, the Hospital shall endeavor to distribute pay the day prior to the holiday. In the event of a payroll error that poses an undue hardship to a nurse, the nurse may request an off-cycle check. Any off-cycle checks must be approved and submitted to the Hospital's payroll department by Human Resources.

6.7 Performance Feedback/Collaborative Discussion. It is the responsibility of management to provide ongoing performance feedback to every nurse. That feedback can take the form of written and/or person to person discussions. The feedback should be timely and include opportunities for improvement as well as positive input. All discussions (oral or written) shall be done in a manner that encourages a respectful and open exchange of information and collaborative results. At a minimum, this collaborative discussion shall take place once every three years. Should a nurse request such a discussion, the discussion shall be scheduled by management within one week of the request.

When a collaborative discussion takes place and written feedback is provided, the nurse shall read and acknowledge receipt. If a nurse disagrees with the feedback, the nurse may submit a response. The response shall be acknowledged as received and retained by the Employer. The nurse will promptly be given a copy of the written feedback. All feedback may be electronic.

6.8 Shift Alternation/Rotation. Except in the case of an emergency, nurses will not be required to rotate shifts without prior consent. A unit may vote to move towards straight shifts. If a majority of nurses in a unit vote to move to straight shifts, Nursing Administration will work with the nurses in the unit and the Association to develop a shift schedule that is acceptable to Nursing Administration, the Association, and a majority of the nurses in the unit. When straight shifts become available, nurses may move out of any rotating shift to a nonrotating shift. The most senior nurse has first choice to move to the non-rotating shift.

6.9 Work Redesign. In the event the Hospital determines that it will redesign the skill mix (ratio of registered nurses to total nursing staff) on any unit or units, including house-wide, the Hospital will give the Association written notice of its intent at least ninety (90) days prior to implementing the redesign. The Nurse Practice Council will be given the opportunity to evaluate and comment upon the proposed redesign. The Hospital and the Association will meet as soon as possible after the notice is given to discuss issues related to the proposed redesign. At the conclusion of the ninety (90) day period, the Hospital may implement the new work design/skill mix. Except with respect to enforcing the notice/discussion elements of this provision, matters growing out of this Article 6.9 shall not be subject to Article 17.

6.9.1 Work Restructure. Any restructuring of units/departments not covered by Article 6.9 will follow the same process as that Article. The parties reserve their respective rights on whether any bargaining obligation exists for work restructures covered by this Article.

6.10 Discontinuance of Shifts. In the event the Hospital determines it will discontinue ten (10) or twelve (12) hour shifts for an entire unit or house-wide and move to a different shift pattern, the following procedures shall be followed:

6.10.1 Notice. The Hospital shall provide written notice to the Association of its intent to discontinue the shifts at least one hundred (100) days prior to the anticipated date upon which the change will be implemented.

6.10.2 Meet and Confer. As soon as practical following receipt of the Hospital's notice, the Hospital and the Association shall meet to discuss the Hospital's rationale for discontinuing the shifts and to explore possible alternatives to the discontinuation of the shifts.

If no mutually acceptable alternatives are developed, the parties will continue to meet to address issues which may arise regarding implementation of the change in shifts, including the process by which new job/shift assignments may be made.

Within sixty (60) days after the Hospital's notice is given, the Hospital will submit a schedule to the Association for the new shift hours. This schedule will be promptly posted for bidding by the affected nurses on a unit basis. Bidding will be by seniority, provided that skills and/or abilities are not overriding factors.

6.10.3 Requests to Reduce Hours. Nurses who wish to reduce the number of hours they work so that they will continue to work on the new shifts approximately the same number of days they worked under the prior schedule (e.g., three (3) twelve (12) hour shifts to three (3) eight (8) hour shifts), shall provide the Hospital with written notice of their preference within twenty (20) days from the date of the Hospital's notice. Upon receipt of such notice(s) from the nurse(s), the Hospital shall work with the Association to develop schedules which accommodate these preferences while preserving acceptable full-time/part-time ratios as measured by objective standards which have been developed on a unit-by-unit basis.

In the event that the Hospital determines that all requests to reduce hours cannot be accommodated within the above-referenced standards, the Hospital will approve the requests that will be accommodated based upon the seniority of the nurses who provided notice within the twenty (20) day period.

6.10.4 Filling New Shifts. Within seventy (70) days following the Hospital's notice, nurses will bid on positions within their unit as follows:

6.10.4.1 Full-Time Nurses. Full-time nurses (remaining after it has been determined which nurses may reduce their hours) shall bid, by seniority, on fulltime positions on any shift (day, evening, night) within their unit.

6.10.4.2 Part-Time Nurses. Part-time nurses (including those who have been allowed to reduce their hours from full-time) shall bid, by seniority, on all part-time positions on any shift (day, evening, night) within their unit, regardless of the nurse's current FTE.

6.11 Voluntary Change of Shifts Worked on a Unit. If a majority of the nurses on a unit vote to convert from their existing scheduling scheme to another, i.e., to move from twelve (12) hour shifts to eight (8) hour shifts, from eight (8) hour shifts to twelve (12) hour shifts, or some combination thereof, the Unit Manager shall meet with the nurses to discuss the proposed scheduling changes. The nurses must present the Unit Manager with a proposed schedule to accomplish the desired changes and explain the rationale behind the requested changes.

If, after reviewing the proposed changes, the Unit Manager determines that the proposed scheduling scheme is not acceptable, the Unit Manager must explain, in detail, the objective criteria upon which the Unit Manager's decision is based. The parties will meet to determine mutually acceptable alternatives.

6.12 Low Census.

6.12.1 There will be no mandatory low census for regularly scheduled nurses, except for per diem nurses and those nurses who have signed up for a Premium Shift pursuant to the attached Extra Shifts and Premium Shifts Letter of Understanding.

6.12.2 Per diem nurses may be subject to mandatory low census.

6.12.3 Nurses who report to work as scheduled may request to leave because of low census and the Department Manager or designee may approve the request if the nurse is not needed in order to provide adequate and safe patient care as provided for below in Section 6.12.4. Such nurses shall receive credit toward wage progression, PTO, EIB, etc. Nurses who work in units/departments that are temporarily closed for an extended period, e.g., for one day beyond a designated holiday and regular days of unit/department closure, shall follow the procedure in Art. 6.12.4; those nurses must use their PTO to cover any absences if they choose not to perform other duties/tasks identified for them. In addition, nurses may always contact the house supervisor to request an alternative work assignment if they do not wish to use their PTO for a designated holiday; the Hospital does not have an obligation to identify an alternative work assignment for the nurse who is scheduled to be off work on a designated holiday and the nurse will not receive low census time.

6.12.4 In the event of low census on a unit which renders the services of a nurse(s) unnecessary in providing safe patient care, a nurse(s) may be, as provided in Section 6.12.5, directed to:

- * Float to another department within their float cluster.
- * Take a functional assignment to perform tasks consistent with Art. 5.17 (not take a patient load) outside their float cluster that the nurse already has the skill to perform. The nurse must be properly trained to perform the tasks assigned and oriented to the department before being assigned such a functional assignment. A nurse performing a

functional assignment outside their float cluster shall not receive the Elective Floating Premium (Section 8.6).

- * Stay within their own department (despite "low census").
- * Maintain their own competency and/or HES.
- * Participate in unit specific projects pre-assigned to the staff, consistent with the nurse's job description and scope of practice.
- * Participate in non-patient care projects for the Hospital (i.e., vaccination clinics, JCAHO preparation, etc.), consistent with the nurse's job description and scope of practice.
- * Clock out and leave the Hospital, if mutually agreeable between affected nurse and Department Manager or designee.

6.12.5 Assignments made under Section 6.12.4 shall be rotated equitably among the nurses on each unit. The nurses on each unit shall develop a written method that will articulate how this rotation shall occur. This method may be updated by the unit staff based on the operational needs of the department and the desire of the nurses. The method and all subsequent changes will be approved by the Department Director/Unit Manager.

6.12.6 Should the Employer decide to discontinue no mandatory low census, the Association shall be given at least thirty (30) days prior written notice and opportunity to bargain over the effects of such a decision.

ARTICLE 7 - COMPENSATION

7.1 **Wage Rates.** Nurses covered by this Agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Appendix "A" attached hereto and made a part of this Agreement.

7.1.1 **Grade Advancement.** A nurse will advance on the salary schedule when the nurse has a sufficient number of calendar years (including years credited under 7.1.2) and credit hours required to reach the next grade/service increment.

7.1.2 **New Hires Above Base.** For placement on the wage schedule only, a nurse will receive a credit of 1,872 hours for each grade the nurse was given credit for at hiring.

7.2 **Salary Computation.** Nurses shall receive service increments after completion of an anniversary year of continuous employment based on twelve (12) consecutive calendar months and one thousand eight hundred seventy-two (1,872) hours, including low census hours, but excluding on call hours not worked, short term and long-term disability time, and other non-paid hours while on a leave of absence. Service increments shall become effective at the beginning of the first payroll period following completion of one year of employment as defined above.

7.3 **Recognition of Experience.** Nurses hired during the life of this Agreement shall be placed in the salary schedule in the following manner:

Nurses with 1 but less than 3 years of recent continuous experience in nursing shall be hired at not less than the first grade above the beginning staff nurse salary.

Nurses with 3 but less than 5 years of recent continuous experience in nursing shall be hired at not less than the second grade above the beginning staff nurse salary.

Nurses with 5 but less than 6 years of recent continuous experience in nursing shall be hired at not less than the third grade above the beginning staff nurse salary.

Nurses with 6 but less than 8 years of recent continuous experience in nursing shall be hired at not less than the fourth grade above the beginning staff nurse salary.

Nurses with 8 or more years of recent continuous experience in nursing shall be hired at not less than the fifth grade above the beginning staff nurse salary.

Within thirty (30) calendar days of hire, a nurse may appeal to the appropriate department manager their grade placement on the above wage schedule. After review of the nurse's appeal, the Unit Manager's decision shall be final.

7.3.1 Recent Continuous Experience Definition. For purposes of this section, recent continuous experience will be defined as nursing experience without a break which reduced the level of nursing skills. A break in nursing experience will be defined as twenty-four (24) consecutive months without practicing nursing in a health care setting. "Practicing nursing in a health care setting" will be defined as direct patient care or specialized experience related to the department for which employed. Nursing experience in a foreign country will be included when the nursing practice and education is sufficiently similar in the opinion of the Medical Center to nursing practice and education at the Medical Center.

7.3.2 Break in Nursing Experience. There is a break in nursing experience if the nurse did not practice nursing in a health care setting for a period of at least twenty-four (24) consecutive months. Nursing experience prior to a break in experience of twenty-four (24) consecutive months will be considered on an individual basis by Nursing Administration.

7.4 Date of Implementation. Wage increases, service increments, and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated.

ARTICLE 8 - PREMIUM PAY

8.1 Shift Differential. For evening shift (where the majority of the scheduled hours are between 3:00 p.m. and 11:00 p.m.) the shift differential shall be Two Dollars and seventy-five cents (\$2.75) per hour over the regular hourly rate, and for night shift (where the majority of the scheduled hours are between 11:00 p.m. and 7:00 a.m.) the shift differential shall be four dollars and fifty cents (\$4.50) per hour over the regular hourly rate.

8.2 Charge Nurse Premium. A Charge Nurse will be paid a premium of Three Dollars and seventy-five cents (\$3.75) per hour. A Staff Nurse assigned temporarily to a Charge Nurse position for eight (8) consecutive hours or longer shall receive the Charge Nurse premium during the period of temporary assignment. Under certain circumstances, a Staff Nurse may be designated by the Hospital as Charge Nurse at the premium rate for a period of less than eight (8) hours. Lead/Charge Nurses on units requiring fewer than five nurses per shift will be eligible for

a fifty dollar (\$50.00) bonus when, for four (4) hours or more of the Lead/Charge Nurse's shift, there is no administrative or ancillary support (e.g., HUC/CNA/Tech) available/assigned to the unit per the unit's staffing plan. In addition, a Lead/Charge nurse who is required to assume care of assigned patients that is half or more of a normal patient load (unless provided for by the department/unit staffing plan) will be eligible for a fifty dollar (\$50.00) bonus provided that the assignment lasts four (4) hours or more.

8.3 MSN/BSN/Certification Premium. Registered Nurses who possess a BSN, MSN, Certified Registered Nurses working in their area of specialty, or Certified Registered Nurses who are floaters or temporarily assigned to float off their regular unit, will be paid a premium of One Dollar (\$1.00) per hour for each degree or certification up to a maximum of Three Dollars (\$3.00) per hour. The Medical Center will develop a list of approved certifications for each unit and the certifications recognized for each unit will be shared at Conference Committee.

8.4 Preceptor Premium. Nurses designated by the Employer as Preceptors will be paid a premium of Two Dollars (\$2.00) per hour for all hours worked as Preceptor. Nurses who work as both Preceptor and Charge Nurse will receive both premiums. Nurses who are assigned by the Hospital to precept nursing students in their clinical practicum will be eligible for the preceptor premium.

8.5 Weekend Premium. Any nurse who works on a weekend as defined in Section 5.8 shall receive Four Dollars and zero cents (\$4.00) per hour as a weekend premium for each hour worked on the weekend.

8.6 Elective Floating Premium. A staff nurse will receive a Eight Dollars (\$8.00) per hour premium for each hour worked outside of their cluster..

8.7 Resource Team Premium. Nurses on the Resource Team shall receive Five Dollars and Seventy-Five Cents (\$5.75) per hour added to their wage rates in Appendix A. The Hospital will make efforts to increase training of Resource nurses to specialty units.

8.8 Clinical Educator Premium. Nurses who are clinical educators shall receive Three Dollars and no cents (\$3.00) per hour added to their wage rates in Appendix A.

8.9 SANE Nurse Premium. For each SANE case the qualified nurse shall receive a two hundred (\$200) bonus. If the qualified nurse is required to perform a SANE exam during the nurse's regularly scheduled shift and completes the exam before the end of their scheduled shift, every effort will be made to allow the nurse to go home if requested.

ARTICLE 9 - PAID TIME OFF

9.1 General. Vacation, holidays, personal leave, and a portion of sick leave benefits have been consolidated into a Paid Time Off ("PTO") program. Full- and part-time employees earn PTO and PTO-Safe Sick benefits based upon the following schedule. Per diem employees will not earn PTO.

9.2 Earning Schedule.

9.2.1 Nurses employed on December 9, 2019. Full-time and part-time employees earn PTO and PTO-Safe Sick according to the following schedule based upon their eligible hours during every two (2) week pay period. Eligible hours are all paid and low census hours up to a maximum of eighty (80) hours ** a pay period from their date of hire. PTO-Safe Sick will accrue at the rate of one (1) hour for every thirty (30) hours worked (0.034 hours per hour worked). Provided, however, that low census hours will not count toward accrual of PTO if the total paid hours in a pay period exceeds a part-time employee's regular status.

HOURS OF SERVICE	DAYS	ACCRUAL RATE	GRD FTHR RATE
0-2080	24	.093	.103
2081-4160	25	.097	.107
4161-8320	26	.101	.112
8321-18,720	32	.124	.137
18,721-31,200	37	.143	.158
31,201 or more	39	.150	.167

** Accrual rate for regularly scheduled 12 hour shift RNs, up to 72 eligible hours per pay period.

9.2.2 Grandfathering. Full-time twelve (12) hour nurses (regularly scheduled three (3), twelve (12) hour shifts per week) who were "grandfathered" as of November 12, 2000, shall continue to accrue PTO and PTO-Safe Sick benefits and the same rate per pay period as other full-time nurses. However, all other nurses who become full-time twelve (12) hour nurses shall accrue PTO and PTO-Safe Sick at the hourly rates set forth in Article 9.2, up to the maximum accrual based upon seventy-two (72) hours per pay period.

9.2.3 Nurses Hired After December 9, 2019. Full time and part-time nurses (.5-1.0 FTE) earn PTO and PTO-Safe Sick according to the following schedule based upon their eligible hours during every two (2) week pay period. PTO eligible hours are all paid and low census hours up to a maximum of eighty (80) hours (or seventy-two (72) hours for regularly scheduled 12-hour shift nurses)* a pay period starting from their date of hire. PTO Safe Sick will accrue at the rate of one (1) hour for every thirty (30) hours worked (0.034 hours per hour worked). Provided, however, that low census hours will not count toward accrual of PTO if the total paid hours in a pay period exceed a part-time employee's regular stats.

PTO and PTO-Safe Sick accrual rates are defined below and assumes a 1.0 FTE working 80 hours per pay period (accruals are prorated for employees working less than 1.0 FTE):

Tenure	Annual Accrual			Maximum Accrual		
	PTO	PTO-Safe Sick	Total PTO	PTO Accrual	PTO-Safe Sick Accrual	Total PTO Accrual
Less than 3	131 hours (5.04 per pay period)	69 hours (2.65 per pay period)	200 hours	192 hours	108 hours*	300 hours
3 to less	155 hours	69 hours	224 hours	228 hours	108 hours*	336 hours

than 5	(5.97 per pay period)					
5 to less than 10	171 hours (6.58 per pay period)	69 hours	240 hours	252 hours	108 hours*	360 hours
10 to less than 15	195 hours (7.52 per pay period)	69 hours	264 hours	288 hours	108 hours*	396 hours
15 or more	211 hours (8.12 per pay period)	69 hours	280 hours	312 hours	108 hours*	420 hours

* Pursuant to state law, PTO-Safe Sick accruals are not capped. PTO-Safe Sick continues to accrue throughout the year. However, no more than 108 hours of PTO-Safe Sick may be carried over to the following calendar year.

9.3 Eligibility. Full- and part-time employees who complete their Introductory Status period as defined in Article 4.1 are eligible to use unscheduled paid time off (PTO). Provided, however, that Introductory Status full-time and part-time employees may use available earned PTO and/or PTO-Safe Sick for holidays during their Introductory Status period. All use of PTO and/or PTO-Safe Sick benefits (except absences due to personal or a minor child's illness, injury or disability or low census) must be scheduled in advance in accordance with Hospital policy, and approved by the appropriate supervisor. PTO and/or PTO-Safe Sick benefits will be used for all time off which was previously scheduled as vacation, holiday, personal leave, and for each absence due to illness, injury, or disability. Full-time and part-time employees may use PTO at their discretion during low census. Employees scheduled to work fixed evening or night shift will receive shift differential when using PTO and/or PTO-Safe Sick. Nurses receiving the Certification/BSN/MSN premiums shall receive such premiums when using PTO and/or PTO-Safe Sick.

9.3.1 Use of PTO and/or PTO-Safe Sick. Nurses shall use PTO or PTO-Safe Sick in one minute (1) minute increments equivalent to the number of hours the nurse is regularly scheduled to work, not to exceed the hours actually scheduled to work.

9.4 Work on a Holiday. Full-time and part-time employees required to work on any of the eight (8) traditional holidays recognized by the Hospital (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day following Thanksgiving Day, day before Christmas, and Christmas Day) shall be paid one and one-half (1½) times their regular rate of pay for all hours worked on those holidays. Additionally, they may use any available PTO and/or PTO-Safe Sick up to a maximum of the number of hours of the employee's straight time shift. Per diem employees will be paid double time and a half (2½) when a recognized holiday is worked.

9.5 PTO and/or PTO-Safe Sick Scheduling. Each unit shall establish a process to determine how many nurses shall be granted PTO and/or PTO-Safe Sick at any one time. The units may choose to use the workgroup(s) referenced in Article 5.7.2 to also address PTO and/or PTO-Safe Sick Scheduling. The process shall be in writing and available to all RNs. The process should take into account minimum staffing necessary to carry out normal operations of the unit; the unit manager/core leader shall have discretion to set written parameters for the minimum staffing necessary based on predictable fluctuations in staffing needs, e.g. for holidays or periods of known seasonal changes in patient census. Changes to the established process must be taken to Conference Committee for review before being implemented, except that changes that allow more nurses to be scheduled off for vacation may be implemented immediately.

Vacations shall not be cancelled once approved without mutual agreement. The PTO and/or PTO-Safe Sick schedule shall be governed by the following:

9.5.1 Priority Request Period. Except as provided herein, PTO and/or PTO- Safe Sick requests submitted during the Priority Request Period (see table below) shall be approved based upon the nurse's seniority. Nurses may designate alternate blocks of time to utilize PTO and/or PTO-Safe Sick in order of preference. All other PTO and/or PTO- Safe Sick requests submitted outside the Priority Requests Periods shall be approved on a first-requested-first approved basis.

Time Off Schedule	PTO Request Period	Date Posted
Summer Period (May 1- October 31)*	January 1 – January 31	March 1
Winter Period (November 1 – April 30)*	July 1 – July 31	September 1

* Any dates set forth in this table reflect the first full scheduling period of the month, e.g., first full scheduling period May.

Up to two (2) blocks of PTO and/or PTO-Safe Sick can be approved based on the nurse's seniority. Blocks of time will be no more than three-weeks in length. The entire unit's roster shall have their first block addressed before moving onto the second block, maintaining order of seniority. A nurse may elect to carry one (1) PTO block from the Summer Period to the Winter Period or vice versa, at their discretion, recognizing third blocks are acknowledged after the entire unit's roster have their second blocks addressed.

Nurses must have sufficient accrued PTO and/or PTO Safe-Sick to cover approved time-off blocks.

9.5.2 Approval of PTO and/or PTO-Safe Sick Requests and Equitable Rotation of Holidays/Spring Break. Approval of PTO and/or PTO-Safe Sick requests for recognized holidays and for spring break (first full week in April) shall be rotated equitably amongst staff. .

9.6 Maximum Accumulation. The maximum amount of PTO benefits that a full- or part-time employee employed at ratification may accumulate is four hundred and eighty (480) hours. Maximum accruals for nurses hired after ratification are set forth in the chart in Section 9.2.3. As provided above once a nurse exceeds the maximum accrual, they will stop accruing until PTO is taken. Any accrued but unused PTO in excess of the maximum accrual shall be lost. Pursuant to state law, PTO-Safe Sick accruals are not capped. PTO-Safe Sick continues to accrue throughout the year. The annual carryover of PTO-Safe Sick hours is capped at 108 hours; balances at year end that exceed this amount will be paid out as taxable earnings on a paycheck in the first part of the next calendar year.

9.7 PTO Donations. The Hospital may designate an employee in need of leave who has exhausted his/her PTO as suffering a hardship and eligible to receive PTO donations from other employees. An employee on Family and Medical Leave under Section 13.2 shall be conclusively presumed to be suffering from a hardship. After making the donation, the employee must have at least forty (40) hours remaining in his/her PTO account. Any hours donated are transferred to the other designated employee on an irrevocable basis.

9.8 PTO and/or PTO-Safe Sick Cash Out. After completing their introductory period, full- and part-time nurses who resign with at least two (2) weeks' notice, will be paid for their earned but unused PTO benefits and PTO-Safe Sick hours. Any accrued PTO-Safe Sick hours that exceed the maximum 108 hours will be cashed out annually as described in Section 9.6.

ARTICLE 10 - EXTENDED ILLNESS BENEFITS

10.1 General. Extended Illness Benefits ("EIB") are earned by full-time and part-time employees based upon eligible hours. Per diem nurses do not earn EIB.

10.2 Earning Schedule. All existing EIB accruals may continue to be used for all purposes currently allowed as well as topping off to 100% of regular wages for short term disability or Washington Paid Family and Medical leave benefits so long as the nurse remains continuously employed.

10.3 Eligibility. Eligible employees shall have immediate access to any earned EIB which may be used for absence due to personal or family illness, injury, or disability as described below.

If an employee misses work because of personal or family member illness or injury, the employee must use PTO and/or EIB to cover payment for lost work hours. Absence of more than 3 (three) days due to a personal or family member illness must be confirmed by a doctor's certificate upon request. A doctor's certificate for an absence of less than 3 (three) days may also be required at your supervisor's option. EIB may be used only for the following situations:

- Employee's illness, injury, or temporary medical disability (for example, associated with pregnancy or childbirth);
- Absences to care for employee's minor child who has a health condition requiring treatment or supervision;
- Absences to care for the employee's adult child who has a health condition requiring treatment or supervision, if the adult child is incapable of self-care because of a mental or physical disability;
- Absences to care for the employee's spouse, parent, parent-in-law, or grandparent, who has either;
 - A serious health condition; or
 - An emergency condition.
- An employee's or child's (parent's, parent-in-law's, spouse's, or grandparent's) doctor, dentist or optometrist's appointments that cannot be scheduled outside of work hours;
- For leaves to care for employees, children, spouse, or parent with serious medical conditions under the Family and Medical Leave Act.

Employees with accrued EIB may use it to supplement short-term disability pay and workers compensation (time-loss) benefits such that they receive 100% of their compensation.

10.3.1 Exhaustion of EIB. Full-time and part-time employees who have exhausted their EIB and are unable to return to work must use PTO until they return to work or their PTO is exhausted. Employees who have exhausted or do not have accrued EIB may use PTO to supplement or "top-up" their approved Short Term Disability, Parental Leave, or Workers' Compensation benefit. If PTO and EIB are exhausted, the employee must apply for an unpaid leave of absence according to established Hospital policies unless eligible for either Short Term or Long Term Disability benefits.

10.3.2 Use of EIB for Adoption/Spouse. Nurses may use EIB for the adoption of a child to the same extent EIB is used for natural childbirth.

10.3.3 Proof of Illness and Notification. The Hospital reserves the right to require reasonable written proof of illness, injury, or disability. Payment of EIB is also conditioned upon the full- and part-time employee notifying his/her supervisor of the inability to work as soon as possible and at least two (2) hours prior to the time he/she is to report to work. An employee on EIB must keep the nursing office informed of the employee's condition.

10.4 Pay Practices. Nurses scheduled to work fixed evening or night shifts will receive shift differential when using EIB. Nurses scheduled to work evening or night shift on a rotating basis will only receive shift differential when using EIB for unplanned absences. Nurses receiving the Clinical Manager or Certification/BSN/MSN premium will receive such premiums when using EIB.

10.5 EIB Upon Termination. Nurses who resign or retire their employment after completing thirty-one thousand, two hundred hours (31,200) or more of service with Kadlec Regional Medical Center shall have their EIB benefits accrued beyond five hundred twenty (520) hours converted to cash at the rate of 100% of the excess accrued ((EIB balance-520) x 1.0 (Appendix A hourly rate + any BSN, MSN and/or Certification Premium)).

10.5.1 Employees hired prior to January 1, 1977, who have any unused EIB up to five hundred twenty (520) hours will be paid as terminal pay, to any full-time employee who terminates employment with the Hospital, provided the employee has continuous service as a full-time employee from January 1, 1977 to the date of termination. Such EIB benefits will be paid at the employee's base rate at the time of termination.

ARTICLE 11 - HEALTH AND WELFARE PROGRAMS

11.1 Medical Plan. The Hospital will provide at least one (1) medical insurance plan for all benefit eligible Hospital nurses. The Hospital reserves the right to select the insurance provider. Benefit eligible full-time employees will receive benefits at no premium cost for the caregiver only coverage on the core medical plan (the Health Savings (HSA) Medical Plan).

The Hospital will contribute at least eighty-five percent (85%) of the employee portion of the premium cost for the core medical plan (HSA Medical Plan) for benefit eligible part time employees. Benefits are predicated on employees complying with plan requirements.

11.1.1 Increases in Premiums. As the Employer may from time to time make modifications in the plan, the Association will be given at least thirty (30) days' advance notice before implementation of any change. During the term of this Agreement, the parties agree that Article 11, Health and Welfare Programs, may only be opened for bargaining in good faith if there are material reductions in benefits related to the Health Reimbursement (HRA) and Health Savings (HSA) medical plans including but not limited to, material increases in in-network deductible, out-of-pocket maximums, premium percentages, or a material reduction in the employer contributions under the health incentive program. Premiums for the medical plans for the 2023, 2024 and 2025 plan years shall not increase by more than 10% on a blended average basis, meaning for some categories the increases can be greater than 10% and others less than 10%. This commitment shall not apply to administrative changes (including physician networks) that may apply to the plan. The Employer agrees to provide written notice of benefit plan changes.

The nurse shall pay the difference, if any, between the Hospital's contribution and the premium required in order to maintain their coverage.

11.1.2 Dependent Coverage. The Employer will pay a minimum of seventy percent (70%) of the premium cost of dependent benefits for the core medical plan (the HSA Medical Plan). Employees will be responsible for the portion of dependent premiums not paid by the Employer.

11.2 Dental Plan. The Employer will continue to provide a dental plan for all benefits-eligible nurses consistent with same terms and conditions of the dental plan(s) offered to

other employees working at the Hospital. Dependent coverage will be available at the nurse's option and at the nurse's expense.

ARTICLE 12 - RETIREMENT, LIFE INSURANCE AND DISABILITY PLANS

12.1 Retirement. Regular full-time and part-time nurses who work at least one thousand (1,000) hours per year, covered by this Agreement, are eligible for the Employer's retirement program on the same terms and conditions and with the same Employer contributions as applicable to other employees.

12.1.1 Voluntary Participation. Subject to plan eligibility requirements, any nurse may participate in the voluntary contribution retirement plan offered through the Employer. Nurses must satisfy the requirements of Article 12.1 to be eligible for Employer contributions.

12.2 Life and Accidental Death and Dismemberment Insurance. Benefits-eligible nurses covered by this Agreement are eligible to be enrolled in the Employer's life and AD and D insurance plans, under the same terms and conditions as applicable to other employees.

12.3 Liability Insurance. Nurses on duty for the Hospital are considered employees of the Employer and will be covered by the Employer's liability insurance.

12.4 Disability Plans. Benefits-eligible nurses covered by this Agreement are eligible for the Employer's Short Term and Long Term Disability Plans under the same terms and conditions as applicable to other employees of the Hospital. Beginning January 15 2023, the STD benefit for benefits-eligible nurses will be paid at 100% of the nurse's base rate of pay plus shift differential plus certification premium, if applicable, for the first eight (8) weeks of leave following a seven (7) day waiting period. Thereafter, up through the 26th week of disability, eligible nurses will be paid 66 2/3% of their applicable pay. . STD terms and benefits will be maintained for the life of the agreement in accordance with the current policy applicable to other employees of the Hospital that includes coordination with state-administered benefits. At the nurse's choice, STD may be topped off to one hundred percent (100%) of regular wages with PTO or EIB. Participation shall be subject to specific eligibility requirements and timely submission of benefit election. The nurse's rate of pay during Short Term or Long Term Disability will be the rate of pay at the time the leave began. Short Term Disability benefits may be used for the purposes set forth under the policy, including non-worked related illness that prevents the nurse from working and maternity disability. In the event of a denial of Short Term Disability benefits, the denial will be reviewed by the Employer. A process will be developed to allow the Conference Committee to review the number of approved and denied claims.

12.5 Paid Parental Leave Plan. Nurses will be eligible to participate in the Medical Center's paid parental leave program under the same terms and conditions as applicable to other employees.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 General. All leaves 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. A written

reply to grant or deny the requests shall be given by the Employer within thirty (30) days of the request.

13.2 Family and Medical Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption, or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law or this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee must use any accrued paid leave time for which the employee is eligible during the leave of absence. The use of Family or Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

Under certain conditions, Family or Medical Leave may be taken intermittently or on a reduced work schedule. Generally, employees must give at least thirty (30) days, advance notice to the Employer of the request for leave when the leave is foreseeable.

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

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

13.3 Military Leave. Leave required for a nurse to maintain her/his status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and such a nurse shall not be required to use paid time off during such leave. The nurse shall request such leave as far in advance as possible.

13.3.1 Military Spouse Leave. To the extent required by applicable law, up to fifteen (15) days of unpaid leave will be granted to a qualified nurse (nurse who averages 20 or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. A nurse who takes leave under this provision

may elect to substitute any of the accrued paid leave to which the nurse is entitled for any part of the leave provided under this provision. The nurses must provide his/her Employer with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty.

13.4 Personal Leave. After six (6) months of continuous employment, regularly scheduled nurses may, at the Employer's discretion be granted, upon request, an unpaid personal leave of absence which, when combined with any available PTO, shall not exceed six (6) months in a twelve (12) month period. Such request shall not be unreasonably denied. Nurses are required to exhaust PTO before going on unpaid status. Health and welfare insurance benefits (including any Employer contributions) will continue for the first sixty (60) days of the leave, and deductions for those benefits will continue while the nurse is in a paid status. Thereafter, they may continue such insurance coverage at their own cost according to applicable law, for the balance of their personal leave. The Medical Center recognizes that nurses may request personal leave for care of an immediate family member due to that family member's health condition if the nurse is not otherwise eligible for FMLA leave. The Medical Center will respond in writing to requests for personal leave.

13.5 Professional Meetings. Up to three (3) days a year without pay may be granted, for regularly scheduled nurses, provided the number of nurses wishing to attend does not jeopardize the Hospital service.

13.6 Jury Duty. Regularly scheduled nurses who are called to serve on jury duty shall be compensated by the Employer with their regular straight-time pay for their regularly scheduled work day. Nurses will be guaranteed their same position upon return from jury duty.

13.7 Effect of Leave. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect her/his compensation or status with the Employer. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date of employment. During the period of an approved leave, previously earned seniority and benefits shall be maintained.

13.8 Return from a Leave of Absence. Nurses returning from all paid leaves of absence shall be guaranteed their same position upon return. Nurses returning from non-Family or Medical leaves of absence will not be guaranteed their former positions, but will be offered the first available opening for which the nurse is qualified.

13.9 Bereavement Leave. In the event of death of a family member of a regularly scheduled nurse, the nurse will be granted three (3) days off with pay to attend to family member bereavement needs. . Nurses will receive up to two additional scheduled work days for a total of five (5) scheduled work days for the death of a spouse, parent, domestic partner or child. Family member is defined as spouse or domestic partner of employee, children (including stepchildren) of the nurse, brother, brother-in-law, sister, sister-in-law, mother, and father (including step parents) of the nurse, mother or father (including step parents) of spouse, grandparents and grandchildren of the nurse and/or the nurse's spouse/domestic partner. Bereavement leave is paid at the nurse's regular rate of pay. Bereavement leave must typically be taken within two (2) weeks of death or in connection with a memorial that occurs within six (6) weeks of death;

however, exceptions will be considered as appropriate. In no case will a nurse be made more than whole for bereavement pay plus salary.

Additional time off with or without pay may be granted on an individual basis.

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

ARTICLE 14 - STAFF DEVELOPMENT

14.1 Initial Assessment. An individualized assessment of all nurses new to a specific unit shall be performed by the Clinical Educator, Unit Manager, or Department Director to determine whether the nurse needs to be oriented and/or preceptored and to what extent.

14.2 Orientation. The Employer will provide a reasonable orientation for newly hired nurses, nurses required to float within the Hospital, or nurses who are transferred on other than a temporary basis to a new employment area. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented. Work assignments of nurses will be consistent with the clinical expertise of the nurse and the acuity of care required by the patient. Orientation may be a combination of classroom, floor, and shift work experiences. Core leaders/unit managers will seek input from the nurse, clinical educators and/or preceptors if the core leader/unit manager intends to end the nurse's orientation before the nurse's planned orientation period was scheduled to be completed. If the nurse, clinical educator and/or preceptor object to ending the nurse's orientation at that time, the objections will be discussed and a plan will be developed by the team. The Hospital recognizes that nurses who are on orientation and who are floated to units outside their float cluster as provided for in Article 5.16.3, Elective Floating, may need additional time to complete their orientation.

Orientation objectives will be: (1) to familiarize new personnel with the objectives and philosophy of the Patient Care Department; (2) to orient new personnel to policies and procedures, their functions and their responsibilities as defined in the job description; and (3) to provide learning experiences for the promotion of safe and quality nursing care.

Upon request and following orientation, nurses may ask to be scheduled to fill open holes in their unit in their floating cluster in order to maintain skills in that unit.

14.3 In-Service Education. The primary responsibility for continuing education rests with each individual nurse. Nurses are encouraged to communicate their suggestions and requests with regard to in-service education topics to the appropriate departments of the Hospital. The Association agrees to promote active participation and attendance in the in-service education programs provided by the Hospital.

The Hospital will offer an in-service education program responsive to the needs of the nurses, the Patient Care Services Department, and the Hospital in general. The Hospital shall attempt to have in-service education programs approved for continuing education credits. Announcements concerning programs will be posted in advance and efforts will be made to schedule programs in a way that accommodates varying work schedules.

When announcements concerning in-service education programs are posted, the Hospital will designate if attendance is mandatory. Nurses shall be paid for attendance at mandatory in-services and time spent at mandatory in-services shall be considered time worked for the purpose of computing overtime.

14.3.1 The parties acknowledge that Kadlec Regional Medical Center is a twenty-four (24) hour facility and recognize that mandatory in-services pose problems in personal scheduling for those working evening and night shifts. To alleviate the impact on evening and night shift nurses, any mandatory in-service offered at the Hospital shall be offered at least two (2) times per year after 7:30 p.m. Efforts will be made to schedule relief for attendance at mandatory in-services.

14.4 Mandatory Continuing Education. If the Hospital requires that a nurse attend a continuing education course, the nurse will receive their usual wages for the meeting times. With respect to courses of more than five (5) hours duration, a nurse shall have three (3) options: (a) to work extra hours within the workweek to make up the lost hours; (b) to take PTO to make up the lost hours; or (c) the nurse may elect not to be compensated for the lost time and benefit accrual will occur. In addition, the Hospital will pay for all registration, travel, food, and lodging expenses in accordance with the Hospital's education reimbursement policy. If the mandatory continuing education course is held on the nurse's day off, the nurse shall be paid at the appropriate rate for all hours spent attending the course. The Employer recognizes its obligation to provide educational offerings at varied times and frequencies to accommodate all shifts. Nurses shall request special scheduling in accordance with Article 5.7 to attend mandatory education.

14.5 Voluntary Continuing Education. Because the Hospital recognizes the importance of voluntary continuing education, it has established a fund to provide nurses with the opportunity to participate in workshops, seminars and conferences which are relevant to the nurse's current assignment or anticipated future assignments or the provision of nursing services generally at acute care hospitals. Subject to the Hospital's budgetary considerations as applied on a house-wide basis, and in accordance with the Continuing Education Guidelines, full-time nurses shall be reimbursed up to Two Thousand Dollars (\$2,000.00) every three (3) calendar years beginning January 1, 2016 to attend approved nursing education courses. Part-time nurses will receive a prorated amount based upon the nurse's FTE. Nurses may ask for additional reimbursement during the last year of the contract up to one thousand dollars (\$1,000).

14.6 Eligibility. To be eligible for the reimbursement provided in Section 14.5, a full-time or part-time nurse must have complied with the Hospital's mandatory in-service requirements and completed one year of continuous employment. The nurse must present a written request to the Hospital which must include the name of the course, a brief description of the anticipated program content and its relationship to the nurse's current or future position, the

registration cost, and the estimated transportation, food, and lodging expenses. Such requests must be submitted at least one (1) month in advance of the course date.

14.7 Report to Conference Committee. The Hospital will submit a report on the education fund to the Conference Committee on a quarterly basis. The report shall include a listing of all requests for voluntary continuing education funds and their disposition, plus an accounting of funds disbursed and the balance available in the educational fund.

14.8 CE Hours. Effective January 1, 2019, subject to Hospital budgetary considerations, an eligible full-time nurse shall receive up to seventy-two (72) hours and an eligible part-time nurse shall receive up to forty-eight (48) hours of paid educational leave over every three (3) calendar years. Unused leave may not be carried over at the end of the third calendar year. Paid educational leave may be used to prevent loss of wages due to attendance at an approved voluntary continuing education courses on scheduled work days. Full-time and part-time nurses may not use paid education leave if it causes them to be paid for more than their normal work schedule. The Hospital reserves the right to not approve paid education leave if it causes a full-time or part-time nurse to be paid for more than their normal work schedule. In the event that a nurse chooses to work all or part of their normal work schedule and receives paid education leave during the same workweek or for those nurses on an 8/80 work schedule, same pay period, paid education leave will not be counted for the purposes of overtime.

14.9 Tuition Assistance Benefits. The Hospital will provide the same tuition assistance/reimbursement benefits to nurses as it provides to other employees of the Hospital.

14.10 Safe Patient Handling. The Medical Center shall provide and maintain a Safe Patient Handling Program which identifies necessary equipment, education, and facilitators.

ARTICLE 15 - COMMITTEES

15.1 Conference Committee. Hospital management, jointly with the elected representatives of the Registered Nurses of said Hospital, shall establish a Conference Committee to assist with personnel and other mutual problems, including contract interpretation. The purpose of the Conference Committee is to foster improved communications between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision making capacity. Such a Committee shall be on a regularly scheduled basis and meet at least quarterly. Meetings will be scheduled at mutually agreeable times. The Committee shall consist of at least three (3) representatives of management and three (3) representatives of the nurses. All members of the Committee shall be employees of the Hospital. Hours spent in attendance at the Conference Committee shall be paid for by the Employer. Minutes of the meeting shall be kept and made available to the staff. The Hospital will provide a scribe for each meeting. The Committee members will share responsibility for scheduling the meetings, chairing the meetings, and preparing the minutes. The Conference Committee shall receive and review reports from the Nurse Practice Council, the Staffing Committee, the Nursing Recognition and Retention Subcommittee and the Quality and Service Sub Committee each quarter and will annually review compliance with this Agreement. The Conference Committee shall also prepare and present Best Practices to be used by all committees and subcommittees referenced in this Agreement.

15.2 Nursing Recognition and Retention Subcommittee. A nursing recognition and retention subcommittee shall be established for each float cluster. The purpose of the subcommittee shall be to develop and recommend strategies on how to address recognition of exceptional performance and encourage retention. Rewards shall be given based on objective criteria and input from nurses on the unit. The unit manager(s) or designee shall chair the subcommittee and provide their plan to Conference Committee by the first quarter of each calendar year.

15.3 Staffing Committee. In order to protect patients and to support greater retention of nurses and to promote evidence-based nurse staffing, a nurse Staffing Committee was created at the Hospital pursuant to RCW 70.41.410 and successors thereto. In order to assure staffing is reviewed for all patient units, the union may have nurses from each Hospital unit attending each meeting. WSNA shall designate Staffing Committee members equal in number to management representatives plus three alternates. The date, time and agenda for each meeting, along with the previous meeting minutes will be posted on each department WSNA bulletin board two weeks prior to every meeting. The committee will continue to develop and oversee an annual patient care unit and shift-based nurse staffing plan based on the needs of patients. Such staffing plans are to be used as the primary component of the staffing budget. The CNO, or designee, will attend all meetings. The RNs on this committee shall have time off arranged by management in accordance with Article 5.7. RNs on this committee shall be paid at their regular rate of pay and relieved of all other work duties during meetings. A WSNA staff representative may attend as an observer by invitation. Factors to be considered in the development and oversight of the plan will include, but are not limited to:

- (1) Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
- (2) Level of intensity of all patients and nature of the care to be delivered on each shift;
- (3) Skill mix;
- (4) Level of experience and specialty certification or training of nursing personnel providing care;
- (5) The need for specialized or intensive equipment;
- (6) 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;
- (7) Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
- (8) Semiannual review of the staffing plan against patient need and known evidence based staffing information, including the nursing sensitive quality indicators collected by the hospital; and

- (9) Review, assessment, and response to staffing concerns presented to the committee.

The staffing matrix will be posted on each unit.

15.4 Changes to Staffing Matrix. All changes to the plan shall be discussed by the Staffing committee before they go into effect. Lead/Charge RNs on the unit will be offered the opportunity to review and provide input to the matrix and the staffing plan(s) before the plan(s) is submitted to Staffing committee.

The existence, role and responsibilities of the Staffing Committee shall be consistent with applicable state law.

15.5 Staffing and Staffing Concern Form/Collaborative Process. The Hospital will determine staffing levels consistent with RCW 70.41.410 and 420. 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 desire of the parties to maintain staffing consistent with quality and safe patient care as well as relieve the additional burdens placed on staff by under staffing.

Staffing and workload issues should be addressed promptly. A nurse who has a staffing concern may complete a Staffing Concern Form (SCF). The nurse's manager shall review and contact the nurse as soon as possible after receiving the SCF. The nurse and their supervisor shall discuss the SCF following the collaborative staffing process as discussed below.

If the nurse reasonably believes that the manager has not sufficiently addressed the staffing issue, the nurse may advance the staffing issue in writing to the Nurse Staffing Committee with notice to the manager.

Recurring/chronic staffing issues not satisfactorily resolved by the process outlined above may be brought by a union-designated nurse representative directly to the Chief Nursing Officer.

The Chief Nursing Officer agrees to a standing monthly meeting with the nurse representative (meeting time to be compensated per Article 4.12) to address unresolved recurring/chronic staffing issue in good faith and to discuss the hospital's plan of action/resolution. The nurse representative may also attend Conference Committee, meeting time to be paid per Article 4.12, so that they participate with senior leadership in discussions related to the allocation of resources for staffing initiatives.

Nurses will not be counseled, disciplined and/or discriminated against for appropriately raising patient-care issues including but not limited to questioning appropriateness of the assignment, filling out an SCF or participating in staffing committees. Nothing in this Section shall limit or impact the statutory or contractual processes and obligations of the Staffing Committee or Conference Committee.

15.6 Committee on Workplace Violence. Kadlec maintains a clear policy of zero tolerance for workplace violence (including verbal and nonverbal threats) by patients or visitors communicated through prominent hospital-wide signage and policy. Nurses should remove

themselves from a patient who they believe presents an immediate risk of violence and then consult with their manager or designee to develop a plan to assure caregiver safety and appropriate safe patient care. All newly hired nurses will receive in-person interactive violence prevention training within 90 days of employment.

The parties will continue to maintain a subcommittee of its Safety Committee, re-titled the Workplace Violence Prevention, Response and Assessment Committee, which will include at least four (4) nurses selected by WSNA, as well as representatives of other employee groups and management, including but not limited to those responsible for education, risk, security, and leadership. The subcommittee shall meet regularly, on a schedule mutually agreed upon by subcommittee members. The subcommittee will address patient and/or visitor disruptive behavior including the assessment of current practices for the prevention of violent and disruptive behaviors and will make recommendations regarding best practices including those associated with in-person interactive violence prevention training. The Committee shall perform all functions required by law.

Nurses shall not be retaliated against for reporting incidences of workplace violence per the Hospital's policies or for submitting complaints about workplace violence.

The Hospital commits to creating a Workplace Violence Concern Form which may be used by nurses to report complaints about workplace violence. The subcommittee shall make recommendations about the contents of the Form. In addition, the Hospital will, with input from the subcommittee, develop a process for responding to complaints about workplace violence submitted by nurses on the Workplace Violence Concern Form.

Nurses who experience workplace violence should partner with Human Resources and their manager to identify all available resources for assistance such as the Caregivers' Assistance Program, debriefs, team support, chaplain support, leaves of absence, workers' compensation benefits and potential supplemental compensation. The Hospital will also work to ensure that a debrief is offered to any affected nurse, to be scheduled within 30 days following the incident of workplace violence. The nurse and their unit supervisor will identify who should participate in the debrief, which may include representatives from management, the Association, Human Resources and a chaplain.

The four RNs shall have time off arranged by management in accordance with Article 5.7. Nurses on the subcommittee will be paid for time spent attending subcommittee meetings.

ARTICLE 16 - NURSE PRACTICE COUNCIL

16.1 Nurse Practice Council. A Nurse Practice Council shall be instituted and maintained. The purpose of this Council shall be to discuss and improve nursing practices in the Hospital. The Council shall develop specific objectives subject to review by Hospital Administration. The Council shall be entirely composed of staff nurses plus representatives from Administration, one (1) of whom shall be the Chief Nursing Officer or designee. The members of the Council representing staff nurses (excluding the Nursing Administration representatives) shall be selected by the Local Unit. The Council will be representative of all clinical areas and Nursing Administration. Organizational aspects of the Council shall be determined, by the

Council. Each Council member shall be given release or compensatory time at the straight-time rate for the time spent attending Council meetings. This Council shall be advisory and will not discuss matters subject to collective bargaining or the Association's contract. The nurse representatives will be responsible for scheduling the meetings, chairing the meetings and preparing the minutes.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Procedure. A grievance is defined as an alleged breach of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following procedure. All of the days listed below are calendar days.

Step 1. Nurse and Core Leader/Unit Manager or Designee. Efforts shall first be made to solve the grievance with the nurse's Core Leader/Unit Manager or designee. The grievance shall be submitted in writing to the Core Leader/Unit Manager or designee within fourteen (14) days after the occurrence of the act or conduct giving rise to the grievance. The Core Leader/Unit Manager or designee shall be given fourteen (14) days to issue a written decision. At the nurse/grievant's discretion, the Local Unit Chairperson or designee may be included in meetings conducted at this step on the LUC's or designee's own time.

Step 2. Nurse, Local Unit Chairperson and Department Director or Designee. If the decision of the Core Leader/Unit Manager or designee is not satisfactory, the nurse shall submit the grievance to the Chief Nursing Officer within fourteen (14) days following receipt of the Step 1 decision. Within fourteen (14) days, a conference between the LUC or designee, the nurse and the Department Director, shall be held. The Department Director shall be given fourteen (14) days from the date of the conference to issue a written decision.

Step 3. Chief Nursing Officer or Designee and WSNA Representatives. If the decision of the Department Director does not satisfactorily resolve the grievance, it shall be referred in writing within fourteen (14) days following receipt of the Department Director's decision to the Hospital President/CEO and Chief Nursing Officer or designee. The WSNA representative, the grievance officer, the grievant and the Hospital Chief Nursing Officer or designee shall meet within fourteen (14) days for the purpose of resolving the grievance. The Hospital President/CEO or designee may be invited but is not required to attend the meeting. The Department Director and Director of Human Resources and the nurse's Core Leader/Unit Manager may also attend for clarification of issues. The Chief Nursing Officer or designee shall be given fourteen (14) days to issue a written decision.

Step 4. Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the grievance in writing for arbitration within fourteen (14) days following receipt of the Chief Nursing Officer's or designee's decision. Within seven (7) days of the notification that the dispute is submitted for arbitration, the Employer and the Association shall attempt to agree on an arbitrator. If within seven (7) days the Employer and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested by the Association from the Federal Mediation and Conciliation Service. The parties shall thereupon

alternate in striking a name from the panel until one (1) name remains. This shall be completed within five (5) days. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties providing the arbitrator follows this Agreement. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement. Each party shall bear one-half (1/2) the fee of the arbitrator and any other expenses incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the witnesses called by the other party.

17.2 Time Periods. The above time periods for the filing and appealing a grievance must be strictly followed. However, the parties may mutually agree in writing to extend any of the above time periods.

17.3 Grievance Investigation. The Association's authorized staff representatives shall have access to those areas where nurses covered by this Agreement are working for purposes of investigating grievances, providing the representative does not interfere with the work of the nurses and such activity is conducted during non-working hours (e.g., rest periods, meal periods, and before and after shift).

ARTICLE 18 - MANAGEMENT RIGHTS

18.1 Management Rights. The management of the Employer's Hospital and the direction of the working force, including the right to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge for just cause and to maintain discipline and efficiency of its employees and the right to relieve the employees from duty because of lack of work; the right to determine the nature and extent to which the Hospital shall be operated, and to change methods or procedures, or to use new equipment; the right to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend, limit, curtail or subcontract its operations, including the right to utilize the services of temporary personnel, is vested exclusively in the Employer. The above statement of management functions shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

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

ARTICLE 20 - GENERAL PROVISIONS

20.1 Separability. It is the belief of both parties to this Agreement that all provisions are lawful. If any Section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into

immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

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

20.3 Wage and Benefit Minimums. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein, provided such increases are across the board and do not serve to discriminate against any nurse or group of nurses.

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

ARTICLE 21 - TEMPORARY NURSES

21.1 Temporary Nurses. The Employer will follow Joint Commission guidelines where temporary nurses are working on the Employer's premises.

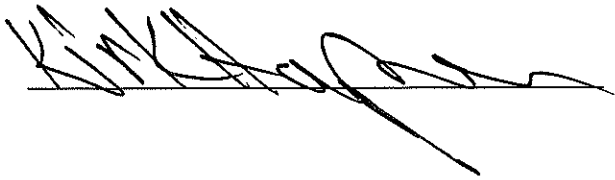
ARTICLE 22 - DURATION

22.1 Duration and Renewal. This Agreement shall become effective January 5, 2023, and shall continue in full force and effect through and including 11:59 p.m. on October 31, 2025, and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to October 31, of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate.

Executed this 5 day of January, 2023.

KADLEC REGIONAL MEDICAL
CENTER

WASHINGTON STATE NURSES
ASSOCIATION



Lauree Robinson RN WSA



Chenmark

Meri But

Janis Woodall, RN
Michelle Killebrew



Karl L. Dunn RN

Wendy Dore

APPENDIX A WAGES

Grade	Jan-23	Jul-23	Jan-24	Jul-24	Jan-25
Base	36.25	37.16	37.62	38.37	39.62
1	37.34	38.27	38.75	39.53	40.81
2	38.47	39.43	39.92	40.72	42.04
3	39.62	40.61	41.12	41.94	43.30
4	40.81	41.83	42.35	43.20	44.60
5	41.93	42.98	43.52	44.39	45.83
6	43.09	44.17	44.72	45.61	47.09
7	44.28	45.39	45.96	46.88	48.40
8	45.38	46.51	47.09	48.03	49.59
9	46.52	47.68	48.28	49.25	50.85
10	47.68	48.87	49.48	50.47	52.11
11	48.75	49.97	50.59	51.60	53.28
12	49.73	50.97	51.61	52.64	54.35
13	50.72	51.99	52.64	53.69	55.43
14	51.74	53.03	53.69	54.76	56.54
15	52.78	54.10	54.78	55.88	57.70
16	53.84	55.19	55.88	57.00	58.85
17	54.92	56.29	56.99	58.13	60.02
18	56.03	57.43	58.15	59.31	61.24
19	57.15	58.58	59.31	60.50	62.47
20	58.30	59.76	60.51	61.72	63.73
21	59.46	60.95	61.71	62.94	64.99
22	60.65	62.17	62.95	64.21	66.30
23	61.86	63.41	64.20	65.48	67.61
24	63.10	64.68	65.49	66.80	68.97
25	64.36	65.97	66.79	68.13	70.34
26	65.64	67.28	68.12	69.48	71.74
27	66.96	68.63	69.49	70.88	73.18
28	68.29	70.00	70.88	72.30	74.65
29	69.66	71.40	72.29	73.74	76.14
30	71.05	72.83	73.74	75.21	77.65
31	71.05	72.83	73.74	75.21	77.65
32	72.47	74.28	75.21	76.71	79.20

Pay increases effective the first full pay period beginning on or after this date, except that the first pay increase and other premium increases will take effect two full pay periods following ratification.

Ratification and Retention Bonus: Nurses employed as of April 1, 2020 who are continuously employed through December 31, 2023 will, effective the first full payroll period in January 2024, receive a retention bonus of \$5,000 (pro-rated by FTE, except that .9 will be treated as 100% and per diems being treated as a .2 FTE), provided that the nurse is still employed on the date of payment. Nurses employed as of April 1, 2021, who are continuously employed through December 31, 2023, will, effective the first full payroll period in January 2024, receive a retention bonus of \$2,000 (pro-rated by FTE, except that .9 will be treated as 100% and per diems being treated as a .2 FTE), provided that the nurse is still employed on the date of payment. Nurses will be eligible for only one of the aforementioned bonuses, depending on their date of hire.

APPENDIX B
OTHER COVERED POSITIONS

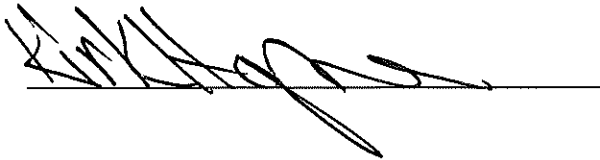
Clinical Educators
Diabetic Educators
Lactation Specialists
RN Educators
Wound Care RNs
Cardio-Pulmonary RNs
Outpatient Oncology RNs
Medication Reconciliation RNs
Admission/Discharge RNs
PICC RNs

**LETTER OF UNDERSTANDING
ASSOCIATION MEMBERSHIP**

Kadlec Regional Medical Center will not discourage nurses from becoming members of the Association.

**KADLEC REGIONAL MEDICAL
CENTER**

**WASHINGTON STATE NURSES
ASSOCIATION**



Lauree Robinson RN WSNR



Memo, RN



Janis Woodall, RN

Michelle Kelleher



Kenn C. Dunn RN



LETTER OF UNDERSTANDING EXTRA SHIFTS AND PREMIUM SHIFTS

Purpose:

To “incentivize” current 1.0 FTE full time nurses (.9 FTE or more for 12-hour shifts or an agreed upon full-time innovative work schedule that is equivalent to a .9 FTE, e.g., four (4), nine (9) hour shifts) and .5 FTE or more part time nurses (.45 or more for 12-hour shifts) to work extra shifts to cover schedule openings and decrease the utilization of temporary staff RNs. The Medical Center retains the right to discontinue these pay practices, which are above and beyond those agreed upon in the collective bargaining agreement, upon providing 30 days’ notice to the Association.

Open Extra Shift:

An “Open Extra Shift” occurs:

1. after all full time and part time RNs are assigned a schedule up to their FTE commitment,
2. then the part time RNs are given another opportunity to pick up any open shifts (i.e., “holes” in the schedule),
3. then the per diems RNs are given opportunity to pick up any open shifts (i.e., any remaining “holes” in the schedule).
4. then the full time RNs are given an opportunity to pick up any open shifts.

Compensation for Open Extra Shifts:

RNs who work an Open Extra Shift shall be compensated on the same basis as if he or she had been regularly scheduled for the Open Extra Shift, pursuant to the terms and conditions of the WSNA/KRMC Collective Bargaining Agreement. RNs who sign up for an Open Extra Shift are covered by the parties’ Low Census Letter of Understanding.

PREMIUM SHIFTS:

1. “Premium Shift” Defined. If not enough RNs have signed up to work the available Open Extra Shifts twelve (12) days prior to the start of the new work schedule, then all remaining shifts (i.e., “holes” in the schedule) shall be considered “Premium Shifts.” Kadlec Regional Medical Center will post all Premium Shifts twelve (12) days prior to the expiration of the current work schedule. Eligible full-time and part-time RNs who sign up for Premium Shifts, subject to Unit Manager approval, shall receive Premium Shift Pay, as provided below.

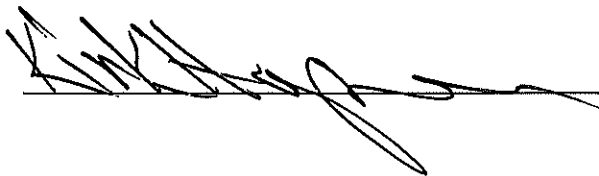
2. Premium Shift Pay Eligibility. Only the following categories of RNs employed by Kadlec Regional Medical Center are eligible to receive Premium Shift pay:
Full-time Registered Nurse – 1.0 FTE (.9 for 12 hour or an agreed upon full-time innovative work schedule that is equivalent to a .9 FTE, e.g., four (4), nine (9) hour shifts)
Part-time Registered Nurse – .5 FTE to .95 FTE (.45 to .85 for 12 hour)

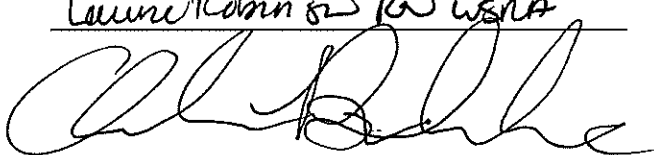
The following categories are excluded: Per Diem RNs and Part time employees holding a FTE status of less than .45.

3. Premium Shift Compensation. An eligible RN awarded a Premium Shift will be placed on Premium On-Call status and receive Premium On-Call pay of Five Dollars (\$5.00) per hour while on call. Full-time RNs, as defined above, who are called in to work shall receive Premium Shift pay at the rate of double time (2x). Part-time RNs, as defined above, who are called in to work shall receive Premium Shift pay at the rate of time and a half (1 ½ x). Premium Shift pay cannot be pyramided on top of other overtime, be that statutory overtime, contractual overtime, holiday, third weekend, or on call. RNs who are called in to work shall not continue to receive the Five Dollars \$5.00 per hour Premium On-Call pay while they are working. RNs who work a Premium Shift may be sent home due to low census, but will be released from any further on-call obligations for the remainder of the Premium Shift. RNs who work a Premium Shift are not eligible for the Elective Floating premium.

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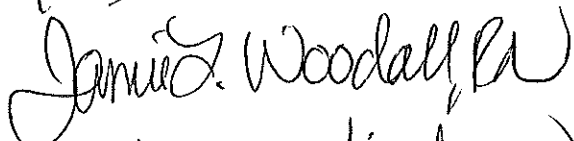
**WASHINGTON STATE NURSES
ASSOCIATION**



Lauren Robinson RN WSA


Annex RN

Mari Gal


James G. Woodall, RN


Michelle Killebrew


Kate


Karen L. Dunn RN


Monica De


LETTER OF UNDERSTANDING

Extra Shift Incentive Bonus

Kadlec Regional Medical Center (Kadlec) and Washington State Nurses Association ("Union") (collectively "parties") hereby enter into this Letter of Understanding to memorialize the parties' agreement regarding the temporary implementation of an extra shift incentive bonus for all bargaining unit Registered Nurses (RN) on a non-precedent setting basis.

Immediate implementation of \$240 bonus (12-hour shift), \$200 (10-hour shift) or \$160 (8-hour shift) or \$120 (6-hour shift) for nurses who work an incentive shift during the period covering September 1, 2022 through at least April 30, 2023.

Criteria: Incentive shifts are determined and identified by management and must be beyond the nurse's scheduled/regularly assigned FTE and the nurse must work all regularly scheduled/assigned shifts in the pay period.

- This pay is in addition to any and all compensation from the CBA and/or FLSA and shall be paid in conjunction with Overtime, Holiday, etc.
- However, Kadlec may, if deemed necessary by nursing leadership, call-off a nurse who has signed up for an incentive shift, due to low census and pursuant to the parties' agreed upon low census process set forth in Article 6.12.
- Incentive shifts shall be awarded equitably to nurses who volunteer for open shifts.
- If a nurse who is working an incentive shift is low censused during their incentive shift, that nurse will receive the extra shift incentive bonus for the full amount of the scheduled incentive shift.
- Per Diem caregivers may also be eligible for the extra shift incentive bonus if they work at least 0.60 FTE during a current pay period. If they work an incentive shift beyond their worked 0.60 FTE (e.g., a per diem RN is assigned and works four 12-hour shifts and picks-up a fifth 12-hour shift, then that nurse would be eligible for the extra shift incentive bonus for fifth shift worked in that pay period).

The parties agree that this letter of understanding will be in effect until at least April 30, 2023. Extension beyond April 30, 2023 will be discussed in Conference Committee.

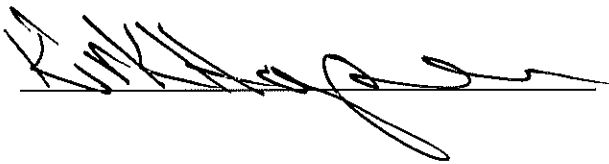
**LETTER OF UNDERSTANDING
BENEFIT ACCRUALS FOR .45 FTE NURSES**

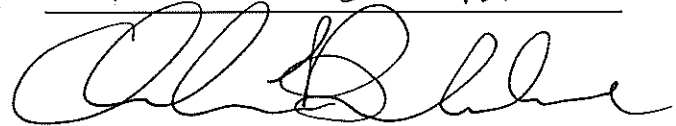
Previously identified "grandfathered" nurses who work a .45 FTE and are considered benefits eligible will continue to be benefits-eligible for the duration of this Agreement as long as they remain continuously employed in that .45 FTE position.

At the .45 FTE nurse's election, the nurse may choose, at or before the time of open enrollment for 2024 benefits, to elect a one-time one thousand five hundred (\$1500.00) dollar lump sum bonus, less applicable withholdings and deductions, in lieu of electing continuing benefits coverage. Thereafter, the nurse will not be eligible for benefits coverage by the Hospital; however, the nurse will be eligible for a one thousand (\$1000) dollar lump sum bonus, less applicable withholdings and deductions paid once during the subsequent plan year (2025). The nurse must inform the Hospital's Chief Human Resources Officer or designee of this choice. The initial lump sum bonus will be paid out no later than two (2) payroll cycles after the nurse informs the Hospital's Chief Human Resources Officer or designee of their choice not to enroll in benefits. The second lump sum bonus will be paid out no later than the second full payroll cycle of 2025.

**KADLEC REGIONAL MEDICAL
CENTER**

**WASHINGTON STATE NURSES
ASSOCIATION**



Laurie Robinson WSNA RW


Annas RW

Mari Bol →

Jamie D. Woodall RA
Michelle Killebrew

Foz

Karen C. Dune RW

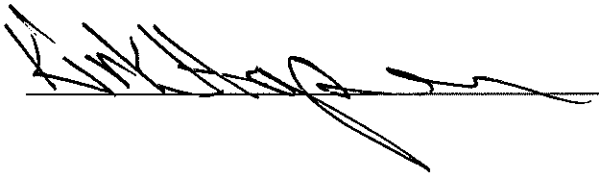
Mark Dune

**LETTER OF UNDERSTANDING
RETIREMENT TO PER DIEM**

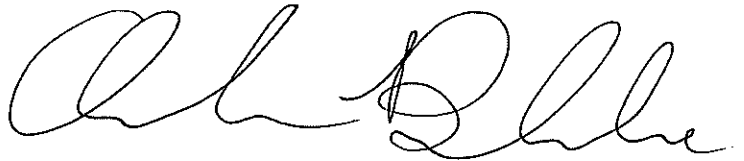
Regular Full-time or Part-time nurses who are retiring in good standing or who have more than twenty (20) years of experience and are resigning their position in good standing (no corrective action in last six (6) months), may request a per diem position and will be granted preference for per diem positions on their unit.

**KADLEC REGIONAL MEDICAL
CENTER**

**WASHINGTON STATE NURSES
ASSOCIATION**



Lauri Robinson RN WSNRA



C. Dennis R

Meri Gul

Janis A. Woodall RN

Michelle Killebrew

KOE

Kenn L. Dennis RN

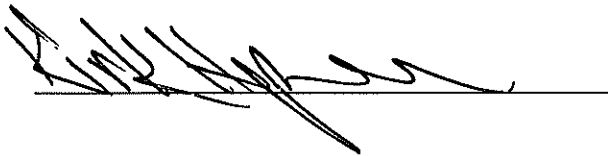
Vance D

**LETTER OF UNDERSTANDING:
BULLETIN BOARDS**

Within thirty (30) days of the ratification of this Agreement, the Hospital will take steps to ensure that there is WSNA-dedicated bulletin board space of at least 2x3 ft in lounge/breakroom areas where a bulletin board already exists. If WSNA shares a bulletin board with another union, the other will have at least 2x3 ft of dedicated bulletin board space. Two by three (2x3 ft) bulletin board space will be provided for department/unit specific breakdowns.

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CENTER**

**WASHINGTON STATE NURSES
ASSOCIATION**



Laurie Robinson WSNA RN



ASensus RN

Mei Bul

Jamie Woodall, RN

Michelle Killebrew



Kend C. Dumas RN



**LETTER OF UNDERSTANDING
PRECEPTING OF STUDENTS**

The parties agree that Conference Committee will, as an agenda item for the next scheduled meeting following ratification of this Agreement, discuss and define expectations for nurses who are assigned students not on their clinical practicum, provided such expectations meet the school's curriculum objectives.

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**WASHINGTON STATE NURSES
ASSOCIATION**



Laurie Robinson RN WSNWA



Annex B

Wendy Bullock

Jennifer Woodall, RN
Michelle Killebrew



Karen L. Dumas RN

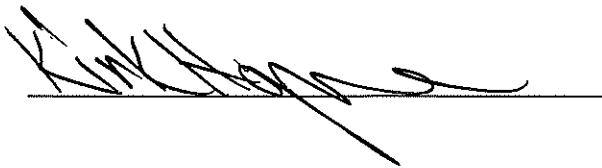
Vannia Dumas

**LETTER OF UNDERSTANDING
2022 CONTRACT NEGOTIATIONS**

Provided that the parties reach a complete WSNA-recommended tentative agreement by December 20, 2022, the Medical Center will pay a lump sum bonus that is equivalent of seven (7) eight (8) hour days of bargaining, for up to ten (10) nurses designated by WSNA. Further, in advance of negotiations for the next contract, the parties agree that, at least four (4) months prior to contract expiration, they will meet to discuss the possibility of engaging in interest-based negotiations. Both parties agree that they will, in good faith, consider interest-based negotiations.

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Laurie Robinson RN WSNA



Admission

Wendy Burt

James S. Woodall, RN
Michelle Killbuck

KOP

Ken L. Danner RN

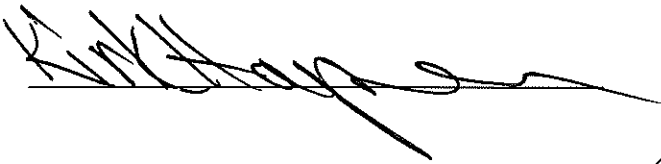


**LETTER OF UNDERSTANDING
TRIAGE NURSE**

A Triage Nurse is a nurse who typically has at least one year of experience in ED or providing emergency services and has completed Hospital-approved triage training. The Hospital will use best efforts to train more nurses with at least one year's recent ED experience to Triage. Depending on experience, this training should typically of 2-4 hour ESI triage class, a two-hour healthstream or other designated learning platform, and orientation with a triage nurse. In addition, Kadlec will make reasonable efforts to schedule security in the Emergency Department and Freestanding ED during Triage Nurses' shifts.

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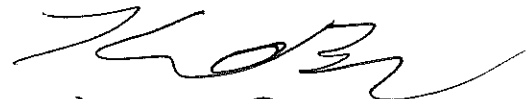
Laurie Robinson RN WSNR



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Jamie Woodall, RN
Michelle Kelleher



Karen C. Dunn RN

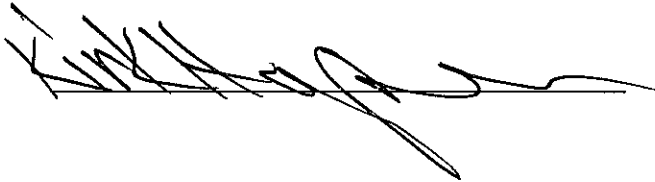


**LETTER OF UNDERSTANDING
SANE TRAINING**

The Hospital and the Association desire to encourage more nurses to attend and complete SANE training. During the life of this Agreement, the Hospital will approve paid continuing education time, paid at the nurse's base wage rate, for a nurse's time spent attending up to forty (40) hours of Harborview, WSU's SANE training program, or other approved SANE training program. Nurses must comply with article 14.6 in order to seek reimbursement for training time. The forty (40) hours will be in addition to training time provided under Articles 14.4 or 14.5.

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**WASHINGTON STATE NURSES
ASSOCIATION**



Laurel Robinson RN WSHA



James R. McElrath

*James T. Woodall, RN
Michelle Kelleher*



Kent L. Davis RN



**LETTER OF UNDERSTANDING
PTO CASHOUT**

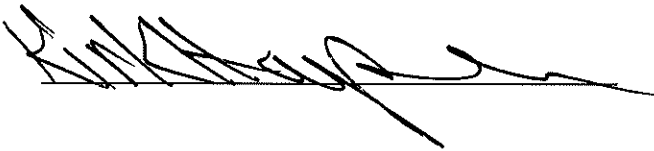
Due to staffing needs and challenges relating to recruitment of nurses for vacant positions, certain nurses have not been able to utilize accrued PTO and have reached their maximum accrual cap for PTO. To address this issue, those nurses who are at, or within 40 hours of the cap, will be, during years 2023, 2024 and 2025, permitted to elect a one-time "cash out" of up to forty (40) hours of PTO.

The parties further agree that the subject of nurses' ability to take PTO will be a standing agenda item during Nurse Practice Committee.

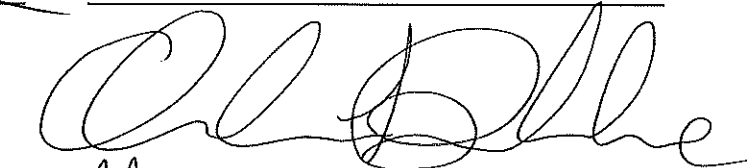
No other terms of the CBA shall be modified by this agreement.

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**WASHINGTON STATE NURSES
ASSOCIATION**



Launi Robinson RN WSNRA



A. Senne RN

Mari Gal

James Woodall PA

Michelle Kelleher

KOE

Sam L. Damm RN

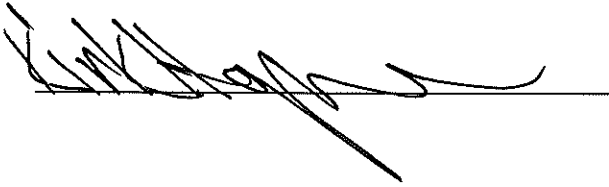
Muriel

**LETTER OF UNDERSTANDING
WITHDRAWAL OF STD BENEFITS GRIEVANCES**

Within three (3) days of the ratification of this Agreement, WSNA will withdraw the pending grievances regarding short-term disability benefits. On a non-precedent setting basis, the Hospital will grant the requested remedy in the grievances, subject to/pending confirmation of financial demand(s)/amount(s).

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ASSOCIATION**



Laurie Robinson RN WSNA



Alanna R.

Wendy B.

Jamie S. Woodall, RN

Michelle Killebrew

K. B.

Karen L. Orman RN

Vann D.