

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VALLEY MEDICAL CENTER

AND

SEIU HEALTHCARE 1199NW

Registered Nurses

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PREAMBLE

This Agreement is made and entered into by and between Valley Medical Center, hereinafter referred to as the "Employer", and SEIU Healthcare I 199NW, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment relating to the employment of registered nurses within the bargaining unit.

This Agreement shall be binding upon Valley Medical Center and any successor employer.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality patient care by establishing an orderly system of Employer-registered nurse relations which will contribute to productive and efficient nursing care programs and the resolution of mutual problems.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the "Union" as the sole and exclusive bargaining representative for all full time, part-time, and per diem registered nurses employed by the Medical Center, excluding nurse educators, employee health nurses, supervisor, administrative personnel and all other employees of the Employer, pursuant to the certification issued by the Washington Public Employee Relations Commission on January 29, 1990 in Case No. 8098-E-89-1371, decision 3312-A-PECB.

2.2 Registered nurse classifications not specified in this Agreement may be established by the Employer. Such classifications shall be covered by this Agreement in accordance with RCW 41.56.060 unless they are within the exclusions of 2.1. A Memo of Understanding regarding Union Recognition is recognized as pertinent to any establishment of additional represented positions.

ARTICLE 3 - UNION MEMBERSHIP DUES, DEDUCTION AND ROSTERS

The effective date of the membership provision of this agreement shall be the date of ratification; May 15, 1998.

3.1 All employees covered by this Agreement, who are now members or become members of the union shall, as a condition of employment, upon the effective date, remain members in

good standing in the union or agree to pay the union a fair share/representation fee. In good standing, for the purposes of this Agreement, is defined as the tendering of union dues or a fair share/representation fee on a timely basis.

It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the union or agree to pay the union a fair share/representation fee.

3.2 Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

3.3 Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund.

3.4 These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.5 The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment, at the time of hire.

3.6 Dues Deduction.

The Employer will deduct an amount equal to the Union's uniform monthly dues or representation fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request from the Union, the Employer will deduct an initiation fee from the pay of each member who authorizes it. When filed with the Employer, the authorization form will be honored in accordance with its terms. Initiation fee and dues deductions in a roster in Excel format including the employee name, employee identification number, the deduction amount and earnings for the period will be transmitted to the Union by check payable to its order on or before the twentieth (20th) day of each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.7 Rosters.

Upon the signing of this Agreement, the Employer shall supply to the Union an alphabetical list of all employees covered by this Agreement. The list shall include the name, address, employee identification number, date of hire, rehire date (if applicable), shift, FTE, job classification, division cost center, unit, hourly rate of pay and monthly gross earnings. Each month, the Employer will provide a list of new hires and addresses, a list of employees who have transferred into or out of the bargaining unit and a list of all employees who have terminated during the month in Excel format. The new hire, transfer and termination lists shall include the same data as the monthly employee roster.

3.8 Voluntary Political Action Fund Deduction.

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution 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 for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of voluntary political action contributions 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.

ARTICLE 4 - UNION ACTIVITIES

4.1 Union Employee Representative/Delegate.

The Union shall have the right to designate officers, delegates and alternative delegates from among employees in the unit. These officers and delegates are authorized to investigate and process grievances and carry out representational responsibilities. The parties acknowledge the general proposition that the investigation of complaints and grievances by Union delegates will be conducted during non-working hours (e.g. coffee breaks, lunch periods and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, a Union delegate/officer or designee will be allowed a reasonable amount of time during working hours to perform such functions except that such activities shall not take precedence over the requirements of patient care. A Union delegate/officer or designee will be allowed one-half (1/2) hour on her/his own time at a time mutually agreed upon between the

delegate/officer or designee and the nursing administration during the regularly scheduled hours of the orientation session to introduce the Union contract to newly employed nurses.

When the nature of the Union business is such that a delegate/officer is needed to attend meetings during working time, time off work will be permitted so long as it does not interfere with the requirements of patient care. The delegate/officer and any other involved representative will, however, obtain permission from the supervisor/manager or designee before leaving the unit. The Administrator/Organizational Development and Community Services will approve pay for actual time involved in such meetings.

The Union will advise the Administrator/Organizational Development and Community Services of all elected Union representatives, their term of office, and of all alternates. In the event that there is more than one delegate from a single unit, only one delegate will be released from that unit at one time unless otherwise approved by the supervisor or manager.

The Medical Center agrees that Union delegates in a number not to exceed seven (7) in any one year may use one day of their continuing education allowance to cover the cost of training by the Union in delegate representation. No delegate may use more than one (1) day of continuing education allowance for training in delegate representation.

4.2 Union (Non-Employee) Access.

The Union's authorized staff representatives may have access to the public areas of the Employer's premises for the purpose of investigating grievances and contract compliance at reasonable times, after notifying the Employer. Access for other purposes and to other places shall not be unreasonably denied by the Employer. The Union's representatives shall advise the Employer as to which department or area the staff representative wishes to visit, and will confine such visits to the department or areas agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

4.3 Job Descriptions.

The Employer will furnish copies of job descriptions within the bargaining unit upon request of the Union.

If the Employer intends to change job descriptions other than in matters of form, the Union will be given notice at least thirty (30) days prior to implementation. Upon request the proposed change will be reviewed with the Union.

4.4 Employment Agreement.

The Employer shall distribute a copy of this Agreement and a copy of the nurse's job description to all newly hired nurses. A cover letter, Union membership application, and payroll deduction card will be attached to the Agreement. The cost of printing the Employment Agreement will be shared equally between the Employer and the Union.

4.5 Bulletin Board.

The Employer shall provide one bulletin board for posting of official Union announcements and notification of Union activities. Space will be made available on one (1) bulletin board in each nursing lounge for such announcements. All materials posted on such boards will also be forwarded to Human Resources.

4.6 Meeting Rooms.

The Union will be permitted to use the Medical Center facilities for meetings with or without the Union representative being present, provided that sufficient advance request for the meeting facility is made to the Senior Vice President, Human Resources or designee and space is available. This shall be subject to the Employer's written policy. Such meetings will be for Union matters only.

ARTICLE 5 - NONDISCRIMINATION

5.1 The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable federal and state laws, against any employee by reason of race; color; religion; creed; sex; marital status; national origin; age; sexual orientation; or sensory, mental or physical handicap, subject to occupational requirements and ability to perform within those requirements.

5.2 Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

5.3 No nurse covered by this Agreement shall be discriminated against because of membership in the Union or lawful activities on behalf of the Union.

ARTICLE 6 - DEFINITIONS

6.1 Nursing Intern.

6.1.1 Registered nurses whose clinical experience after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical training or experience. Such a nurse shall be assigned as a team member under close supervision of a designated preceptor and shall be responsible for the direct care of a limited numbers of patients. An experienced registered nurse returning to practice after recently satisfactorily completed a nursing refresher course approved by the Administrator/Patient Care Services shall be classified as a staff nurse for starting salary purposes.

A nursing intern who is expected to function continuously without close and direct supervision and who is given the same level of responsibility as a general duty staff nurse shall be promoted to the position of general duty staff nurse and compensated accordingly.

6.1.2 Resident Nurse. Staff nurses who are assigned to a training program either at their request or at the initiation of the Employer shall remain at her/his pay step while in training and shall be referred to as resident nurses.

Residency programs shall not exceed six (6) continuous months except in the operating room where the program may be for nine (9) continuous months, unless the Employer and individual nurse mutually agree to extend the period for up to an additional three (3) months.

The supervisor and manager with input from the preceptor involved in the training program, shall determine whether the resident nurse is satisfactorily progressing or completing the program. Staff nurses other than probationary nurses who enter a training program and are released from the program by the Employer shall be given the next open position to which their length of service and qualifications entitles them and shall retain all benefit entitlement during any period of unemployment just as though the nurse were in a laid off position under the terms of this agreement.

6.2 Staff Nurse.

A registered nurse who is responsible for the direct and indirect nursing care of the patient.

6.3.2 The charge nurse accepts responsibility on a shift to shift basis, to maintain competencies for direct patient care and team leadership. The charge nurse has first line authority to adjust staffing levels to meet patient care needs. Unique job functions include responsibilities such as facilitating workflow, serving as a clinical resource to staff, making patient rounds, matching nursing competencies with patient needs, monitoring documentation and compliance with standards, promoting patient and environmental safety, relieving floor nurses so they can take their contractual and statutory breaks and meals periods, and responding to consumer concerns. To enable charge nurses to support staff nurses in the provision of quality patient care, and to enable charge nurses to carry out the unique job functions enumerated above, the calculation of the number of staff required for patient care will not include the charge nurse.

6.3.3 The level of acuity on a unit may not require an unassigned Charge Nurse for all or a portion of a shift, because of low census as defined by the contractual staffing committee plan.

6.3.4 On all units, the Charge Nurse will use her/his professional judgment to recognize when it is necessary for the Charge Nurse to take a patient assignment, based on patient needs and nurse competency. Any instance requiring a Charge Nurse to take a patient will be reported to the contractual staffing committee for review.

6.3.5 Charge Nurse differential shall be paid for hours worked as a Charge Nurse when assigned by the supervisor or manager.

6.4 Operating Room Specialty Nurse.

The Operating Room Specialty Nurse is a BSN preferred staff nurse who has additional responsibilities for the clinical specialties. The ORSN may assist with setting standards, analyzing performance, and identifying training needs. They may also serve as the liaison between the surgeons and other departments. The ORSN pay scale will be \$2.25 per hour above the staff RN rate.

6.5 Break-Relief Nurse.

A Break-relief Nurse is a Registered Nurse who is assigned the role of relieving Staff Nurses from their patient assignments for their breaks and lunches as per Article 7.4 (Meals and Rest Periods). The Employer shall have the right to post Break-relief Nurse positions as four, five, six or eight hour shifts. However, the Break-relief Staff Nurse position shall not routinely have a permanent patient assignment during that break-relief portion of a shift, except in emergent situations, and will not be assigned or required to work split shifts. Any instance requiring a Break Relief Staff Nurse to take a permanent patient assignment during break relief will be reported to the Nursing Staffing and Resource Committee for review. Break-relief Staff Nurses, when assigned to the float pool, shall receive the float pool premium as they may need to float to multiple units for break coverage.

6.6 Full-time Nurse.

A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in any fourteen (14) day period and who has successfully completed the required probationary period.

6.7 Part-time Nurse.

A nurse who is regularly scheduled to work less than forty (40) hours per week and who has successfully completed the required review period. Unless otherwise provided for herein, a nurse shall be compensated in the same manner as a full-time nurse except that wages and benefits shall be reduced in proportion to the nurse's actual hours of work. In lieu of health insurance, dental insurance, life insurance, vacation, sick leave, holiday pay when not worked, jury duty, and bereavement leave, a part-time nurse may elect a fifteen percent (15%) salary differential, provided the election not to participate in health insurance is in accord with any applicable state or federal law. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later. Thereafter, a change in this option may be made by a nurse during the month of June to be effective July 1.

6.8 Per Diem Nurse.

A Per Diem Nurse is a Registered Nurse who is classified as a Per Diem Nurse, whether or not the nurse is regularly scheduled or irregularly scheduled, or irregularly called in. Per Diem Nurses receive the salary specified in Article 12 - Compensation, and shall not receive any other benefits, with the exception of shift differential, weekend differential under Article 13.7, call-back pay, standby pay, certification pay, and premium pay for work on a holiday. The Per Diem Nurse shall be paid at one and one-half (1 1/2) the regular Per Diem rate of pay for all hours worked over the scheduled shift in the standard work week. Time worked as a Per Diem Nurse shall count toward accrual of benefits, pension and salary increments with the exception of vacation and sick leave accrual if the nurse changes to part-time or full-time status.

6.8.1 Per Diem Nurses will be required to work two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Eve, Christmas or New Year's Day.

6.8.2 Per Diem Nurses will be evaluated on a quarterly basis (January, April, July, October), to determine their continued availability to work minimum staffing requirements.

6.8.3 No nurse will be classified as both a part-time nurse and a Per Diem Nurse.

6.8.4 Any nurse may request a Per Diem Nurse to work for her/him if the Per Diem Nurse is experienced in the work and qualified to work with the mix of nurses on the unit at the time of the assignment in the judgment of the supervisor or manager, and is not already on the schedule for that day as of the posting of the work schedule. It is intended that the supervisor or manager shall determine the appropriate mix of regular staff and Per Diem Nurses on any shift and that staff nurses will regularly work their own scheduled FTE, except when approved time off is given. For requests for time off made after the first Thursday of the posted schedule for the following schedule nurses will not contact Per Diem Nurses to work any portion of their schedule prior to the posting of the schedule.

6.8.5 Nurses will not be required to obtain their own replacement coverage for time off for bereavement leave, jury duty or military leave or for time off which has been approved before the posting of the schedule where the reason is vacation, holiday, personal days or continuing education days and where staffing levels at the time of the request permit the scheduling of the time off. In all other circumstances, nurses may be required to obtain their own replacement coverage, if requested to do so at the time of the request.

6.9 Probationary Nurse.

A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer under this Agreement for less than ninety (90) calendar days. The probationary period may be extended for up to an additional thirty (30) days for full

time nurses, forty-five (45) days for part-time nurses and sixty (60) days for per diem nurses. Thereafter, the probationary period may be extended up to an additional ninety (90) days upon agreement of the involved nurse and the Union; prior to extending the probationary period, the nurse shall receive a written evaluation. After ninety (90) calendar days of continuous employment, the nurse shall be considered permanent unless specifically advised by the Employer. During the probationary period a nurse may be terminated without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) days, notice of intention to terminate. All benefits provided herein will accrue during the probationary period.

6.9.1 All nurses shall be in probationary status for ninety (90) days following the completion of the Resident Nurse program (6.1.2).

6.10 Preceptor.

A preceptor is an experienced nurse proficient in clinical teaching and communication skills who has completed the appropriate in-service program and is assigned by the Employer the responsibility for planning, organizing and evaluating the orientation of newly hired registered nurses, newly transferred registered nurses, resident nurses, and newly hired licensed practical nurses. Inherent in the preceptor role is the responsibility for specific criteria-based and goal directed education and training for a specific orientation period. Newly transferred experienced nurses may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department or facility as determined by patient care services management. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. It is understood that registered nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process. This would include providing informational assistance, support and guidance to new nurses, floats, and registry and ancillary personnel. At the time the assignment is made a nurse at any time may refuse preceptor duties however the nurse and manager may at any time mutually agree to change the nurse's preceptor assignment.

When the regular preceptor is absent a designated qualified substitute preceptor will be assigned.

6.11 Month/Year.

For the purpose of this Agreement and method of computing wage increments, benefits, and conditions of employment herein seniority shall accrue based upon continuous hours compensated from most recent date of hire. A month shall be defined as 173.3 hours compensated and a year shall be defined as 2,080 hours compensated. Compensated hours are defined as vacation, holiday, sick leave, paid leave of absence, time off due to low census and time worked exclusive of standby pay and overtime premium pay.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Workday/Work Period.

7.1.1 The normal workday shall consist of eight (8) hours, work to be completed within eight and one half (8 1/2) consecutive hours or ten (10) hours, work to be completed within ten and one-half consecutive hours or twelve (12) hours, work to be complete within twelve and one half consecutive hours. (See Appendix B -Ten Hours Shifts and Appendix C - Twelve Hour Shifts)

7.1.2 The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

7.1.3 Flexible/innovative work schedules may provide for deviations and exemptions from any scheduling requirements or overtime requirements in this Agreement, except as required by FLSA. The Employer will make a good faith effort to permit nurses to make recommendations regarding the development of their work schedules.

7.1.3.1 Flexibility in scheduling will be encouraged and innovative work schedules may be established by agreement between an individual nurse or a group of nurses and their manager within their unit taking into consideration such factors as employee interest, patient care needs, turnover and vacancy rates, the use of overtime and agency nurses and employee morale.

7.1.3.2 The process may be initiated by either staff or the supervisor or manager. If the participating nurses and their manager agree upon an innovative schedule and plan for implementation, which shall include a trial period, it shall be reduced to writing and submitted to Patient Care Services Administration and Human Resources for approval. If approved by Patient Care Services Administration and Human Resources, a written copy of the plan shall be given to the Union.

7.1.3.3 The Union's approval will be required of an innovative schedule which seeks to amend a provision of the Agreement.

7.2 Work Schedule.

It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes such as, but not limited to, vacations, leave of absence, weekend and holiday duty, absenteeism, nurse requests, temporary shortage of personnel, low census, and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. A four (4) week schedule shall be posted ten (10) days prior to the start of the schedule. Except for emergency situations beyond

the Employer's control, individual assignments of hours of work may be changed only by mutual consent.

7.3 Overtime.

7.3.1 All provisions of this Agreement which require the payment of one and one-half (1 1/2) times the nurse's regular rate of pay shall be considered as overtime whether designated as overtime or premium pay. Hours paid at overtime will not be considered in calculating when overtime is due.

7.3.2 Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay, and shall be paid only for hours worked under any one of the conditions set forth below:

- (a) In excess of the employee's regular work day, provided the regular work day is at least eight (8) hours, unless the employee is electing to attend a meeting and/or training (such as staff meetings, in-services or other optional training) that is not mandatory for the job, prior to or at the end of the shift.
- (b) In excess of forty (40) straight-time hours in the employee's work week for employees who are designated on a forty (40) hour, seven (7) day work week;
- (c) In excess of eighty (80) straight-time hours in a fourteen (14) day period for employees who are on a schedule of 8/80;
- (d) Under the applicable rest between shift circumstances under Article 7.7;
- (e) On a scheduled, worked on-call shift;
- (f) On a holiday;
- (g) Applicable weekends under Article 7.6;
- (h) Full-time nurses called in on their day off; and
- (i) When a nurse is required to report to work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the entire scheduled shift shall be paid at one and one-half (1-1/2) the straight-time rate of pay plus applicable differentials.
- (j) If a nurse regularly scheduled to work eight hours, works more than thirteen hours all overtime hours after completion of the 12th hour will be paid at rate of two times the regular rate of pay.

7.3.3 Computation of Overtime. For purposes of computing overtime, the nurse's straight-time hourly rate of pay shall include shift differential only if the nurse is scheduled to work three (3) or more hours into the evening or night shift. Time paid for but not worked shall not count as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count only as straight-time worked for purposes of computing wages and benefits for full-time and part-time nurses. The Employer shall not require a nurse to work on her scheduled days off because of time off with pay during the same work period. All overtime must be approved by supervision. Overtime shall be paid in accordance with actual time worked.

7.3.4 The Employer shall maintain its own standardized plan of overtime reporting. The Employer and the Union agree that overtime should be discouraged.

7.3.5 Under no circumstances shall overtime pay be pyramided.

7.3.6 Prohibition of Mandatory Overtime

1. Preamble. The legislature of the State of Washington passed a law (SB6675) which states as follows: "Washington State is experiencing a critical shortage of qualified, competent health care workers. To safeguard the health, efficiency, and general well being of health care workers and promote patient safety and quality of care, the legislature finds, as a matter of public policy, that required overtime work should be limited with reasonable safeguards in order to ensure that the public will continue to receive safe, quality care."

2. Mandatory overtime prohibited. No nurse covered by this collective bargaining agreement may be required to work overtime. Any attempt to compel or force nurses to work overtime is contrary to public policy and this agreement. The acceptance by any nurse of overtime is strictly voluntary, and the refusal of a nurse to accept overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the employee.

3. Exceptions. This article does not apply to overtime work that occurs: (a) Because of any unforeseeable emergent circumstance; (b) Because of prescheduled on-call time; (c) When the employer documents that the employer has used reasonable efforts to obtain staffing. An employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages; or (d) When a nurse is required to work overtime to complete a patient care procedure already in progress where the absence of the nurse could have an adverse effect on the patient.

4. Definitions: "Overtime" means the hours worked in excess of an agreed upon, predetermined, regularly scheduled shift within a twenty-four hour period not to exceed twelve hours in a twenty-four hour period or eighty hours in a consecutive fourteen-day period.

b) "On-Call time" means time spent by an employee who is not working on the premises of the place of employment but who is compensated for availability or who, as a condition of employment, has agreed to be available to return to the premises of the place of employment on short notice if the need arises.

c) "Reasonable efforts" means that the employer, to the extent reasonably possible, does all of the following but is unable to obtain staffing coverage:

Seeks individuals to volunteer to work extra time from all available qualified staff who are working;

Contacts qualified employees who have made themselves available to work extra time;
Seeks the use of per diem staff; and
Seeks personnel from a contracted temporary agency when such staffing is permitted by law or an applicable collective bargaining agreement, and when the employer regularly uses a contracted temporary agency.

d) "Unforeseeable emergent circumstances" means:

Any unforeseen declared national, state, or municipal emergency; When a health care facility disaster plan is activated; or

Any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services.

5. Record Keeping. It is the employer's responsibility to maintain documentation regarding compliance with Article 7.3.6.

6. Education and Training. Consistent with Article 22.1, the Joint Labor Management Committee will address any issue that arises from the implementation from this Article.

7.4 Meal and Rest Periods.

All nurses on each shift longer than five (5) hours shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay. Nurses who eat on duty and leave the Medical Center after being on duty and working their regular shift including the meal time, such meal time will not be considered overtime. All nurses shall be given two (2) paid rest periods of fifteen (15) minutes during each shift of eight (8) hours or more in duration. All nurses who work a twelve (12) hour shift shall receive an additional fifteen (15) minute break. Nurses who anticipate difficulty in taking their scheduled break must notify the charge nurse who will ensure the break time is made available.

7.5 Report Pay.

7.5.1 On Low Census Day. Nurses who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census in accord with the requirements of article 11.15, shall receive a minimum of four (4) hours' work for four (4) hours pay, plus applicable differentials at the straight-time rate of pay. After the Employer has made reasonable efforts to notify a nurse not to report to work due to the nurse's low census rotation, and has been unable to contact the nurse, the Employer may require the nurse in writing to call in to the Patient Care Services staffing office two (2) hours before subsequently reporting to work until the nurse takes her/his low census rotation, or, but not to exceed, two (2) weeks, whichever comes first.

7.6 Weekend Work.

The Employer will make a good faith effort to schedule all full-time and part-time nurses so that they have at least every other weekend off, and will, in any event, schedule full-time and part-time nurses to two (2) weekends off out of each four (4) successive weekends. Nurses and their supervisor or manager may agree to different weekend schedules. For each weekend shift worked as assigned by the supervisor or manager beyond the above two (2) weekends off out of four (4) successive weekends, such nurse shall be paid one and one-half (1-1/2) times her/his regular rate of pay.

Nurses who wish to trade weekends must submit a request in writing to the supervisor or manager for approval. Such trades shall not be applicable to the overtime provisions. The section shall not apply to nurses who work weekends at their request, provided such request has been submitted and approved in writing by the supervisor or manager of the unit involved.

The weekend shall be defined as 2300 Friday to 2300 Sunday, forty-eight (48) hours. All hours worked during this time period which are in excess of two (2) weekends off out of four (4) successive weekends shall be paid at the rate of time and one-half(1-1/2) the nurse's regular hourly rate of pay. When a nurse works an extra weekend that coincides with a holiday, the nurse shall be paid at the holiday rate of pay for hours worked on the holiday.

7.7 Rest Between Shifts.

In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least ten (10) hours off duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at one and one-half(1-1/2) the nurse's regular rate of pay, continuing until completion of such work period unless performing standby duty. Rest between Shifts shall not apply when electing to attend a meeting and/or training (such as staff meeting, in-services or other optional training) prior to or at the end of the shift.

7.8 Rotation of Shifts.

There shall be no regular rotation of shifts without the consent of the individual nurse involved and approval of the supervisor or manager.

7.9 Days Off/On-Call.

Each registered nurse shall be entitled to two (2) full days off within a seven (7) day period or four (4) full days off within a fourteen (14) day period. Such nurse shall not be expected to be

on-call on these days except wherein it is a condition of employment and as provided in current practice or this Agreement.

7.10 Extra Shift for Part-time and Per Diem Nurses.

7.10.1. Part-time and Per Diem Nurses desiring to work additional hours, up to full-time shall notify the unit supervisor in writing, prior to the posting of the schedule. Assignment will be made as set forth herein.

7.10.2 Part-time and Per Diem Nurses desiring to work unscheduled shifts, up to a full-time schedule, who have not given notice prior to the posting of the schedule, shall notify the unit supervisor in writing. The Employer will utilize such nurses prior to hiring agency nurses or assigning overtime, other than scheduled overtime, provided at least four (4) hours advance notice is given.

In the event nurses in a particular unit are regularly bumping agency nurses within forty-eight (48) hours of the shift and this causes a regular reduction of available agency nurses to that unit, the Medical Center may reopen this provision for negotiations with the Union upon giving thirty (30) days written notice.

7.10.3 Per Diem nurses and part-time nurses who wish extra shifts must notify their supervisor or manager in writing at least fourteen (14) days prior to the posting of the schedule for the month, advising the number of shifts they wish to be scheduled. Per Diem nurses will be scheduled for shifts which are open after regular part-time and full-time nurses have been scheduled for their budgeted FTE.

7.10.4 Preference for extra scheduled days among the part-time nurses will be rotated among the requesting nurses based upon seniority.

7.10.5 Per Diem Nurses and part-time nurses who request shifts after the times specified in 7.10.3 will be placed on the schedule on a first request, first assignment basis.

7.11 Float Pool Nurse Scheduling.

In the event there are unscheduled shifts on units after the regular full time and part time FTEs have been scheduled and unit based per diems have been scheduled, float pool nurses may be scheduled to fill unscheduled unit shifts.

Float pool nurses who are scheduled to fill these unscheduled unit shifts will be assigned only up to a maximum of two (2) weeks at a time on a specific unit. Float pool RNs may give notice of his/her desire to work more than two (2) weeks at a time on a specific unit. Management will continue to ensure that there are an adequate number of regular float pool RNs regularly scheduled and available to cover for the variables in shift to shift staffing requirements for the needs of the Medical Center.

ARTICLE 8 - EMPLOYMENT PRACTICES

8.1 Termination/Resignation Notice.

Regularly scheduled nurses shall be entitled to at least two (2) weeks, written notice of termination or pay (pro-rated based on part-time status) in lieu thereof, plus any accrued vacation and vested sick leave, and shall be required to give two (2) weeks, notice of intention to terminate. No notice need be given by the Employer if the termination is a discharge for just cause.

8.2 Discipline.

8.2.1 Except for such reasons as reduction in operations or changes in service, discipline and/or discharge shall be only for just cause. The Employer will maintain its present plan of progressive discipline which encourages informal counseling prior to formal discipline or discharge for just cause. Regularly scheduled registered nurses who have satisfactorily completed the probationary period who are disciplined or discharged for just cause shall be entitled to utilize the provisions of the grievance procedure outlined in Article 23 of this Agreement. If just cause is not proved, personnel records shall be cleared of reference to this matter. Nurses shall have the right to representation upon request at all levels on any matter adversely affecting their conditions of employment.

8.2.2 The Employer will apply the principle of corrective discipline which may include performance evaluations, verbal warning, written warning, suspension, and discharge for poor work performance, absenteeism and policy infractions. An investigation will be conducted prior to formal discipline or discharge for just cause. The employee shall have the right to choose the presence of a Union delegate during any disciplinary meeting, or investigatory meeting which may lead to discipline. The Union will provide and regularly update its list of Union Delegates to Human Resources. If the delegate of choice is not readily available, the employee will be asked to choose another Delegate who is available. All parties agree to make all reasonable efforts to meet, investigate, and to complete and provide any subsequent written notices for corrective action to the affected employee within twenty (20) calendar days from the date the Employer became aware of the event or incident or practice that gave rise to the discipline.

The employee and delegate, if requested, will be notified of the purpose of the investigative corrective discipline meeting. The Employer will not be required to apply the foregoing in instances wherein the nature of the offense is such as to apply suspension or immediate discharge. Copies of such notices will be provided to the nurse on request at the time formal disciplinary action is taken or shortly thereafter. The nurse shall be requested to sign the written warning or suspension to indicate that she/he has seen and comprehends the nature of the

disciplinary action. Verbal and written warnings shall be removed from the nurse's personnel file after one (1) year if no further corrective action regarding similar matters is taken during such one (1) year period.

8.3 Personnel Files.

Nurses shall have access to their personnel file no later than the next regular business day following their request for the file, even after termination if the files are available. After the completion of the probationary period, if the Employer has retained reference verifications and other third party pre employment materials, they shall be made available to the nurse upon request. Conditions of hiring, termination, change in status, pay or shift, and leaves of absence shall be in writing with a copy given to the nurse. Any material and/or matter not available for inspection upon request by the nurse shall not be used for the purpose of discipline or job references. Warning letters, performance evaluations or any adverse material placed into the employee's personnel file shall be brought to her or his attention. Employees shall have the right to review and comment on warning letters, performance evaluations or any other adverse material. Such comments shall be included in the employee's personnel file.

8.311 Personal Notes. Files or personal notes kept by the supervisor or manager on individual nurses shall not be passed from one manager/supervisor to another, without the consent of the individual nurse, unless made a part of the nurse's personnel file. Information kept in these files/notes shall not be used greater than one (1) year if no further corrective action or counseling is taken during such one year period.

8.4 Parking.

The Medical Center will continue to provide free well-lit parking for employees. This parking may be off the main campus.

8.4.1 Standby nurses on the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts will be provided parking in a designated area. Nurses scheduled to be on call shall have a designated parking area close to the Medical Center.

8.5 Committee Work.

Nurses shall be compensated for actual designated committee work time when assigned by the Employer to an Employer established committee. Attendance at voluntary meetings or in service education programs will be paid at straight-time rates when authorized. This includes committees under Article 22 of this Agreement. Compensation will not be paid except to designated committee members or agreed-upon substitutes. All time spent by nurses in mandatory committee meetings, or in service education programs, will be considered as time worked, and will be compensated at the overtime rate when the time causes the nurse to work in excess of eight(8) hours in a work day or forty (40) hours in a work week, except where the

nurse is on a 8/80 schedule, in which overtime will be paid after eighty (80) hours in a fourteen (14) day period. The Employer will designate in advance whether the meeting, training, etc., is mandatory or voluntary. In the event any meeting or training, etc.(as per above) is not consecutive with the nurse's shift, the nurse will be guaranteed a minimum of one(!) hour's pay at the above designated rates of pay.

8.6 Evaluations.

Nurses shall receive a written evaluation prior to the end of their probationary period and annually thereafter. Nurses will have the opportunity to read, sign, and respond in writing to their evaluations. Should the nurse disagree with the evaluation, such objection shall be retained with the evaluation in the nurse's personnel file. The nurse will be given a copy of the evaluation.

8.7 Employment Status.

The Employer will maintain electronically the job classification, rate of pay, unit shift, change of position, leave of absence, the number of hours worked, sick leave and vacation accrued. These records will remain available to the employee through the duration of his/her employment

8.8 Job Posting.

Open registered nurse positions will be offered first to the nurses on the unit, or in the specialty department, where the opening exists, by posting the opening for seventy-two (72) hours. Float nurses who have timely designated the unit as their preferred bid unit, will be eligible to bid for this opening. The open position will be awarded to the senior bidding nurse.

Float nurses who wish to designate a preferred unit for bidding must do so within three months of employment or assignment as a float nurse, or within thirty days of contract ratification, whichever is later. The designation must be within their float assignment, and must be in writing to the supervisor or manager. The designation cannot be changed more often than annually from the time of designation. The responsibility for change shall be upon the nurse, who must pick up the written preferred bid notice from the unit where she deposited it, at the change time. Registered nurse positions which remain open after unit bid will be posted for hospital-wide bid. Notices of these positions shall be posted on the VMC Employment Center website for at least five (5) calendar days in advance of filling the position in order to afford presently employed registered nurses the first opportunity to apply. The open positions shall be filled on a seniority basis, providing the applicable skills, competency and abilities are substantially equal. If qualified, nurses presently employed at the Medical Center shall have first choice for open positions. To be considered for an open position an employee must indicate such interest by applying on-line via the VMC Employment Center website.

Positions may be posted to allow nurses to bid for other than a single FTE schedule. In such cases, the bid will state the preferred FTE and the limitations on the bid, if any. If a qualified

nurse bids the preferred FTE, the nurse will be awarded the position even though more qualified nurses may have bid for other schedules. On awarding the position(s), the FTE will be set.

8.8.1 Change in FTE. It is the Employer's intent to have the unit's FTEs be consistent with the number of hours normally worked by nurses on a regular continuing basis for a period of at least six (6) months. At a nurse's request, hours that are routinely worked above assigned FTE hours for a period of six (6) months, are not covering an absence, and are needed for ongoing schedule coverage, will be converted into permanent FTE hours and posted per Article 8.8 Job Posting. This would include hours worked by per diems, agency/traveler, FTE nurses working extra shifts, and/or overtime shifts.

Conversely, when a nurse on a unit wishes to decrease her/his FTE, the Employer will make a good faith effort to accommodate the request. In the event a request under this provision is denied, the Employer will, upon written request by the nurse, provide a written explanation for the denial.

A change in FTE will have no impact on a nurse's ability to bid on a position as long as such bid is consistent with the requirement that a nurse remain in a unit /department for not less than six (6) months.

8.8.2 Transfer or Promotion. On being transferred or promoted to a different position, an Employee may have up to ninety (90) days to show that she/he can perform the duties of the position.

a. During the ninety (90) day period, the Employer will make reasonable efforts to ensure that the Employee is properly oriented to the requirements of the position.

b. During the qualifying period, if the Employer or the Employee decides to cease orientation to the new position, the Employer will use its best efforts to return the employee to the former position, shift and unit if available.

c. If such a position is not available, the Employee will have thirty (30) days to accept a posted position.

8.9 Paycheck Errors.

When an error is made by the Employer in an employee's pay, the corrected amount will be given to the employee in a separate paycheck within three (3) days of the employee notifying the Employer.

8.10 Availability of Scrubs.

Employees who routinely are exposed to contact with patient bodily fluids will have access to impervious gowns. Scrubs will be available through the management to provide a change of clothing to a nurse whose work clothes become contaminated with bodily fluids.

ARTICLE 9 -FLOATING, NON-NURSING DUTIES AND STAFFING

9.1 Floating.

The float pools and per diem nurses will serve as the primary resource for meeting floating needs. Nurses will not be routinely floated outside of their unit, however, in order to meet patient care needs or emergent conditions or in times of low census, Patient Care Services Administration may designate a floating assignment where the nurse has been cross-trained. Nurses who float will be adequately oriented and will function within the job expectations of their regular position. The Unit Based Committees may look at creative ways to develop a process for cross training and orientation.

Nurses who have been floated for at least 50% of their full shift three (3) times in a calendar month, may thereafter give notice of her/his desire to be called off before being given a floating assignment again that month.

Upon reassignment, the nurse shall receive adequate orientation to the unit. The supervisor or manager, in consultation with designated unit preceptors and staff nurses regularly assigned to the unit, will develop unit-specific orientation tools to be used by staff nurses floated to the unit. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform or is otherwise unable to provide the appropriate care for the patient, the nurse should immediately discuss the matter with the charge nurse or manager or if the situation continues, the house supervisor should be paged immediately. Resident nurses (as defined in Article 6.1.2) shall not float during the first six (6) months of their employment.

Patient Care Services Administration will adjust staffing ratios to reflect the altered skill mix assigned.

Efforts shall be made to return a floated nurse to the nurse's regularly assigned unit rather than replace the nurse with another float. Floating will not routinely cause another nurse to be floated out of her/his unit.

When patients are placed on units that would not normally be the placement for their diagnosis, then nurses assigned to these patients will have a resource Nurse available for consultation and will be adequately oriented to the unit prior to providing the patient care. No nurse will be requested to perform tasks or procedures for which he/she is not qualified by reason of recent experience or current training.

Nurses except critical care house float nurses, will not be required to float out of their unit when there is an agency nurse assigned to their unit. A critical care nurse who is assigned as a house float will not be required to take a patient assignment in a unit outside of their unit when there is an agency nurse assigned to that unit.

The parties agree the proper application of this Article is that if a nurse from the float pool is assigned to the unit, the first to float out of the unit, subject to qualifications, will be a per diem float, if assigned, and then the regular float pool nurse, if assigned. The next to float will be a unit based per diem nurse, if assigned. Thereafter, the low census rotation applies. When making staff requests for the oncoming shift, the charge nurse will specify to the staffing office the classification(s) required. When a unit-based nurse is assigned to float to the unit, the nurse will discuss with the charge nurse of the receiving unit any limitations which would keep her/him from meeting the needs of the unit. The charge nurse will adjust the assignment accordingly. If additional staff are still needed, the charge nurse will communicate this to the staffing office so that the staffing need can be addressed.

If floating becomes a chronic significant problem for a period of six (6) months, then the Nursing Staffing and Resource Committee may be requested to review and make recommendations for other alternatives.

9.1.1 Clinical Groupings.

Nurses who work within an identified Clinical Group will only be eligible for a float premium for work performed outside the clinical group. The float premium will only be paid for time actually worked. Nurses who float outside their clinical grouping shall receive a premium of \$2.50 per hour worked.

Clinical Groupings:

1. Critical Care
 - Critical Care Center
 - Interventional Radiology Care Unit
 - Special Procedures
2. Emergency
 - Emergency Department
3. Perioperative Services

- PACU
- Admit/Discharge/STAR Clinic
- Day Surgery
- Main Operating Room
- Endoscopy

4. Surgery
 General Surgery
 Joint and Spine Center

5. Medical
 Renal/Respiratory General Medicine Cardiac /Neuro

6. Infusion

7. Women and Children's Services

- LDRP
- NICU
- Pediatric/Mother Baby

9.1.1 Floating out of the maternal/child health services area, Emergency Department, Perioperative, and Critical Care clinical groupings shall be on a volunteer basis, in which the nurse will be eligible for float premium, or those nurses may elect to be called off.

9.1.2 The floating rotation for contract agency nurses (agency nurses who contract for at least 13 weeks) will be agreed upon in advance of the contract for the agency nurse between the regular nurses on a unit and their unit manager. The agreement will be reduced to writing and a copy sent to the Union.

9.2 Staffing and Workload.

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. The Employer will continue its commitment to meet core staffing as agreed to in unit staffing plans, which are posted on the units and in the staffing office. The parties recognize that these staffing plans, once approved by the Nurse Staffing and Resource Committee (NSRC), are changed only (1) by the NSRC, based upon recommendations of the appropriate unit-based committee, or (2) if the staffing plan is not adopted by the hospital and the chief executive officer provides a written explanation of the reasons for rejecting the staffing plan to the NSRC. Both parties will work collaboratively to identify new and innovative approaches to staffing which enhance patient safety, clinical outcomes, patient satisfaction, staff satisfaction, promotion of nursing research and optimized financial performance.

At a minimum, each unit-based committee shall report semiannually the aforementioned outcomes to the NSRC. Demonstration projects advancing innovative approaches to staffing shall report no less than quarterly to the NSRC utilizing the criteria cited in this Section. Such commitment is in recognition of the mutual desire of the parties to maintain staffing consistent with quality patient care as well as relieve the additional burdens placed on staff by under staffing.

To facilitate this responsibility, the parties agree to the following process.

Immediate staffing shortage:

The parties recognize that adherence to the staffing plan can be impacted by the availability of staff, ED admissions, and unexpected events. In the event of such circumstance, the charge nurse shall inform the manager (or designee, or CAR) in order to attempt to rectify the situation and implement all reasonable alternatives to bring the work area into adherence of the staffing plan as soon as possible, including redistribution of appropriate staff or patients, soliciting volunteers for extra shifts, use of per diem staff, agency and overtime, nurse managers and supervisors.

Continued workload/staffing problems:

Whenever employees in a given unit on any shift believe there is a bona fide workload staffing problem, they will notify the supervisor and Union delegate and provide written statement of their concern to try to correct the problem for that shift. If the complaint is found to be valid, the supervisor will take steps to correct it. As appropriate, the steps will include use of regular float pool nurses; use of part-time and per diem nurses; use of nurses who have volunteered to work overtime; and only as a last resort use of agency nurses.

If there is no mutually satisfactory resolution to the staffing/workload problem, the employee will submit her/his documentation to the Unit Based Committee.

If the staffing/workload complaints occur with regularity on a particular unit and shift, the documentation on the short staffing problem will be presented to the Nursing Staffing & Resource Committee for resolution. If the complaints are not resolved to the satisfaction of staff at the NSRC, then the Senior Vice President of Human Resources shall meet with the affected nursing staff upon their request to attempt a resolution.

Nurses who raise Nursing Practice issues shall be free from restraint, interference, discrimination or reprisal.

9.3 Nurse Delegation.

The parties acknowledge that the professional staff nurse, within her or his license, is responsible for determining whom to delegate a task, based on patient assessment. · As provided for in the Nurse Practice Act (RCW 18.88), a nurse may only delegate a task (including

medication administration) to unlicensed personnel in situations where it can be performed safely and competently.

It is not the intention of this acknowledgement to interfere with the right of the Employer to determine the appropriate staffing mix on a particular nursing unit, but rather to re-enforce the parties' acknowledgement of the applications of the Nurse Practice Act.

ARTICLE 10 - EDUCATION

10.1 In-service Education.

A regular and ongoing in-service education program shall be instituted and maintained in the Medical Center and made available to all shifts with programs posted in advance.

10.1.1 The objectives of orientation shall be:

- (a) To familiarize new nurses with the objectives and philosophy of the Medical Center and patient care service;
- (b) To orient new nurses to policies and procedures, their functions and responsibilities as defined in job descriptions.

Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instruction, conferences, floor and/or shift work. As a general practice, newly hired nurses shall not be counted in the staffing complement during the first two (2) weeks of orientation.

10.1.2 The functions of in-service education shall be:

- (a) To promote the safe and intelligent care of the patient;
 - (b) To develop staff potential;
 - (c) To create an environment that stimulates learning, creativity, and personal satisfaction;
- and
- (d) To maintain unit-specific skills for agency nurses.

The content and procedures of this program are a suitable subject for discussion by the professional practice committee. The objectives of in-service education shall be: to review the philosophy, objectives, and functions of in-service education in light of needs of personnel, nursing department, and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends.

Employees required by the Employer to attend in--service education during off-duty hours will be paid at the applicable rate of pay.

10.2 Educational/Professional Meeting Leave.

10.2.1 Paid Leave. Upon completion of the probationary period, nurses shall be allowed up to a maximum of one thousand dollars (\$1,000) a year for a full-time employee and a prorated amount for a part-time employee based upon their budgeted FTE status. (For purposes of this section a .9 FTE will be considered a full time nurse)

Education funds may be used for paid leave time, class registration or tuition, books, expenses, or professional subscriptions, not otherwise covered by the TUF fund. Voluntary education leave (i.e. continuing education not required by VMC) will not be counted toward overtime requirements.

Educational leave is subject to the scheduling requirements of the Employer and shall not be used for collective bargaining or labor relations matters. Educational leave may, at the option of the nurse, be used for Employer-sponsored in-service programs which are not mandatory. Educational leave may be used in hourly increments.

Upon submission of appropriate required forms, the Employer will advance a nurse the tuition for any particular educational seminar up to the maximum allowed per year. The Employer may require proof of attendance at the educational meeting and if such proof is not given, the Employer may require the nurse to return the monies advanced by the Employer. This requirement will not be made if there are exceptional circumstances justifying the nurse not attending the education function. The decision of the Employer with respect to reimbursement for non-attendance will not be subject to the grievance procedure.

At the end of November of each year, the Employer shall notify each nurse of the amount of her/his unused education funds for the year and any remaining unused funds, up to thirty-five percent (35%) of their total amount available for that year, shall be rolled over into the nurse's education fund allotment for the following year up to a maximum of \$4,500.

10.2.2 When the Employer requests the nurse to participate in an education program, attend conferences or other Medical Center business the Employer will pay approved expenses that are directly related to the program.

If an employee is required by the Employer to travel outside of the Puget Sound area in order to conduct Medical Center business, or to attend conferences, seminars, workshops, etc., the employee will be reimbursed for all necessary and reasonable travel expenses. Travel must be authorized in advance by the department head and approved by the Administrator/Patient Care Services.

10.2.3 Unpaid Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence up to one (1) year without pay for study without loss of accrued benefits.

10.3 Sabbatical Leaves.

The purpose of a Sabbatical Leave is to provide an extended period of leave from a registered nurse's customary work to acquire new skills or training. The Sabbatical Leave makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative healthcare options, providing healthcare in underserved areas, publishing.

Registered nurses are eligible for their first Sabbatical after working a minimum of ten (10) calendar years of permanent employment as a registered nurse. An employee who qualifies may request (1) a Sabbatical of up to six (6) months or (2) a Sabbatical of up to one (1) year after working thirteen (13) calendar years. Registered nurses will retain their seniority. The total number of Sabbatical Leaves that may be granted during any one year will not exceed ten (10). The Administrator/Patient Care Services will have the final determination on the number of nurses that may be on Sabbatical at any one time.

Employees returning from the Sabbatical Leave of no more than ninety (90) days (or up to a full scholastic semester if applicable) unless the nurse and the Administrator/Patient Care Services agree to a longer period shall be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position.

An employee is eligible to apply for another Sabbatical only after seven (7) calendar years have elapsed after the original Sabbatical Leave.

The Professional Practice Committee under Article 22 shall recommend criteria for selection of the candidates and other guidelines for administering the Sabbatical Leave.

10.4 Training and Upgrading Fund.

10.4.1 Establishment of Fund and Contribution Rate. A Training and Upgrading Fund, known as the Joint Employer Training and Education Fund (the "Fund") has been established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees.

The contribution to the Fund shall be an amount equal to one half (1/2%) percent of the gross payroll of the RN bargaining unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer excluding per diem, on-call and temporary employees.

10.4.2 Fund Trustees, Programs, Staff. The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the

Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

10.4.3 Trust Agreement. The Employer and Union agree to abide by the Trust Agreement.

10.4.4 Availability of Onsite Rooms. In order to facilitate Employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

10.4.5 Fund Contributions, Records and Collections. The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund. The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of Employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits.

The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

ARTICLE 11 - SENIORITY

11.1 Seniority shall be defined as a nurse's continuous length of service based upon hours compensated from most recent date of hire. Seniority shall not apply to a nurse until she/he has completed the probationary period. During this probationary period, a nurse may be discharged without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from the most recent date of hire.

11.2 Seniority shall be the determining factor in reductions in force and recalls from reductions in force when such factors as skill, competence, and ability are substantially equal. The Administrator/Patient Care Services or delegate shall determine the qualifications and competence of the registered nurses, based upon skill data as determined by the Employer. Such skill data will be available to each nurse upon request. Such factors shall be related to job criteria and shall be applied in a fair and reasonable manner, and may apply to reduction in force (layoff).

11.3 Reductions in force (layoff).

For purposes of this provision, a layoff shall mean an anticipated permanent reduction in the number of registered nurse FTEs which causes an involuntary reduction in the number of registered nurses on a particular unit.

The Employer will notify the Union at least twenty-one (21) days prior to implementing a layoff. Representatives of the Union and the Employer will meet within seven (7) days to discuss alternatives to the layoff. Notice to the affected registered nurses will be given at the time notice is given to the Union. Seniority for purposes of layoff will be determined as of the payroll date ending immediately prior to notification of the layoff. Open registered nurse positions which have not been filled at the time notice is given will not be filled until nurses notified of layoff have had the opportunity to bid for the position after receiving notice of layoff.

11.3.1 In each case, volunteers from the unit(s) affected will first be sought to take the layoff for reduce their FTE or take severance pay before implementing the layoff procedure. Nurses who volunteer for layoff will be placed on the recall roster under Article 11.6. The Employer may approve volunteers from other units.

11.3.2 If there are insufficient volunteers for the number of positions eliminated on units affected, first agency nurses, then traveler nurses, then probationary nurses will be laid off. While there are nurses on layoff or with reduced FTEs from that shift, per diem nurses and extra shifts will not be routinely prescheduled in the unit/shift affected in a layoff or an FTE reduction, except to cover for known absences and training periods. Where further reductions are required, the procedure in the following paragraphs will be implemented.

11.3.3 The designation for layoff shall be the least senior nurse(s) on the unit. Where the layoff of the least senior employee(s) is not in the position(s) where the reduction in FTE is needed, then all positions on the unit will be posted for bid by nurses on the unit. Prior to determining the FTE configuration of the unit positions, the unit manager will give all unit employees the opportunity to meet with her/him to give their input on their preferences.

11.3.4 Any nurse who is laid off will bid in order of seniority for a position according to the following order:

- (a) Must fill any open position the nurse is qualified to work or could be qualified to work with up to six (6) weeks of training per Article 11.3.5, with the same FTE and shift.
- (b) Displace the least senior nurse (providing the displacing nurse has more seniority) from among any unit(s) where the nurse is qualified to work or could be qualified to work with up to forty (40) hours of orientation, with the same FTE and shift.

(c) Provided the nurse has sufficient seniority, displace any nurse in the low seniority roster in a position the nurse is determined by the Employer, based upon objective data, to be qualified to work or could be qualified to work with up to six (6) weeks training per Article 11.3.5. A nurse who displaces a nurse under Article 11.3.4(c) above and who fails to qualify for the position, shall be placed on the recall roster per Article 11.6. Such a nurse shall not, however, be entitled to training, in the event the nurse bids from the recall roster to an open position under Article 11.3.4(a).

A Union representative or designee shall, if available, be present at all displacement process meetings with nurses.

11.3.5 Training. Training as used in this article includes, but is not limited to skill development and orientation.

11.3.6 Low Seniority Roster. A pool of the twenty-five (25) part-time and full-time least senior nurses (lifetime hours) shall be the low seniority roster. Any nurse who is laid off or displaced from this pool of twenty-five (25) nurses may proceed under paragraph 11.3.4 (a). If no such position exists, the nurse may displace the least senior nurse in the pool if qualified to perform the duties of that nurse. If no such position exists, the nurse shall be laid off.

In the event the number of nurses who are laid off exceeds twenty-five (25), then the low seniority roster shall be increased to the number of nurses who are actually laid off.

11.3.7 Nurses who are laid off or displaced from their units per Article 11.3.4 shall be laid off and placed on the recall list, unless the nurse is able to fill an open position.

11.3.8 FTE Reduction. In the event that management determines that an FTE reduction is necessary, it is the Employer's intention to conduct a layoff in lieu of multiple FTE reductions.
11.4

Any nurse designated for layoff may elect severance pay, to be placed on recall roster, or to bid for any open position in the Medical Center in lieu of any other layoff rights.

11.5 Reduced FTE.

A nurse whose FTE has been involuntarily reduced because of a reduction in the FTEs in her/his unit will be given the first opportunity to sign up for extra shifts on the unit up to her/his previously assigned FTE. If additional hours become available for a permanent increased FTE on the nurse's shift and unit, any nurse subject to an involuntary reduction in their FTE will be assigned the increased FTE subject to scheduling requirements before other nurses bid on the hours, if the nurse so chooses. The provisions of this paragraph shall be in effect for a nurse only during the first twelve (12) months following the involuntary reduced FTE.

A nurse who is working at a reduced FTE because the nurse's hours have been mandatorily reduced shall retain any prior eligibility for medical and dental insurance benefits for themselves and their dependents for one (1) additional month following the reduction in hours.

Nurses whose FTE is reduced below eligibility for health insurance or by a .2 or greater FTE shall have recall rights per Article I 1.7.

11.6 Recall Roster.

Nurses who are laid off under this provision as well as nurses who have recall rights per Article 11.5 and nurses on leaves of absence without guaranteed positions will be placed on a recall roster for a period of twelve (12) months from the date the nurse is laid off, eligible for recall rights, or seeking to return from leave. A nurse shall be removed from the roster upon refusing to accept a comparable position (same FTE, shift and unit) from recall, or at the end of the twelve (12) month period. A nurse shall retain seniority and accrued unused benefits to the date she/he was laid off and commenced her/his leave and shall accrue additional seniority and benefits based upon hours worked, if any during the period of layoff.

11.7 Recall.

Subject to Article 11.5, in the event there is a vacancy on a unit, the position will be filled by seniority from among the nurses on the affected unit, nurses on layoff/recall and nurses on extended leaves of absence without a right to a specific position. Nurses on layoff/recall or leaves of absence will be offered the position if she/he is qualified or could become qualified to perform the position with up to four (4) weeks of training. In the event the position is filled by someone on the affected unit then the newly vacated position, if any, would be filled utilizing the job bidding process of this section until all vacancies are filled or the procedure is exhausted without filling the vacancy. In the event the position is not filled or still vacant after this process then the position shall be posted and filed under Article 8.8.

Notification. For all permanent positions offered to nurses in layoff/recall and leaves of absence, the nurse(s) will be notified by certified mail at the employee's home address on file in the Department of Human Resources of the date of return to work on recall. Failure of an employee to respond within three (3) business days after receipt of the letter may result in termination. It is the employee's responsibility to keep the Employer informed as to her/his current home address.

11.8 Non-unit Transfers.

As long as any nurse who is qualified without training and who is willing to perform the work in question remains on layoff, including a reduction in the nurse's FTE, the Employer shall not newly employ nurses into the bargaining unit in such positions and shall not transfer or temporarily assign non-bargaining unit nurses into the bargaining unit in such positions, without offering the work to the qualified and interested nurse.

11.9 Unit Closure.

In the event a unit is closed, Article 11 will apply.

11.10 Unit Merger or Restructure.

Unit merger and/or restructure shall be defined as the combining or division of separate units or departments or reallocation or reorganization of nurses within a unit resulting in a mandatory shift change, a mandatory unit change and/or an increase/decrease in FTE status. The Employer will notify the Union of proposals to merge or restructure units prior to making a final decision, and shall, upon request of the Union, meet to address concerns and consider any alternatives proposed by the Union. The Employer will provide the Union with at least thirty (30) days advance notice prior to a unit merger or significant restructure. During this thirty (30) day period, the Employer and the Union will meet to discuss the changes through the Change Team process described in Section 11.10.1.

In the event the Employer determines to reconfigure the FTEs in the affected work area of an employee, then employees will bid for the positions within that area in their classification. In the event of a merger/restructure, employees from the affected units will have the option to bid for positions in the merged/restructured unit(s) before employees outside of the affected units, based on seniority, provided the employee is qualified to work or could be qualified to work with up to six (6) weeks of training as assessed by the skills competency checklist for that position. Successful bidders shall be determined by seniority provided that the qualifications to perform the required competencies, as determined by the Employer, are substantially equal. If, after the bidding process, the employee's FIB and shift are not available, the employee may proceed to Article 11.

Prior to any bid, the Employer shall provide the Union and affected employees with at least two (2) weeks' advance notice in writing. In addition, the Employer shall, at least one (1) week prior to the bid, make available to the Union and affected employees a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, and work schedule.

11.10.1 Change teams. In order to facilitate Union participation in unit mergers and/or restructures (as defined in 11.10) and to ensure an efficient transition process to promote quality patient care and services and a quality work environment for employees, the parties agree to establish Change Teams for mergers and/or restructures that may result in displaced or laid-off employees. These teams shall consist of representatives of management and the Union and shall have the authority to recommend appropriate practices for conducting unit mergers and/or restructures.

The Change Teams shall not have the authority to change or modify any terms and conditions of the collective bargaining agreement. Union representatives on these teams shall be appointed by the Union in sufficient numbers to ensure an adequate representation of appropriate work areas and shifts. These teams shall be created as soon as possible after the decision to merge or restructure a unit has been made, and in no event less than thirty (30) days prior to the effective date of the merger or restructure.

In the case of any merger or restructure of a unit that does not involve lay-off or displacement, the Employer will meet with the Union, including representatives of the staff to address staff concerns. A task force may be convened by mutual agreement to facilitate Union participation, ensure an efficient transition process and to promote quality care and services and a quality work environment in the merged or restructured unit.

11.11 Upon reinstatement the nurse shall commence to accrue seniority and shall have previously accrued unused benefits and seniority restored. It is the nurse's responsibility to keep the Employer informed as to current address and telephone number. Any reinstatement of employees out of seniority will be communicated to the Union in advance of recall. The provisions of Article 11 shall be subject to the grievance procedure.

11.12

11.12.1 Any nurse who is in the reinstatement roster under 11.6 above, may perform work for the Medical Center in any position she/he is qualified to perform, in order to fill in for vacancies in schedules, or absentee nurses. A nurse desiring to work in this way shall follow the procedures outlined in Article 7 for per diem nurses, but need not request a reclassification. A nurse working in this manner will continue to accrue benefits and seniority based upon hours compensated. The nurse will be compensated at her/his regular rate of pay (not as a per diem nurse).

11.12.2 Nurses who are working under this subsection shall be given preference for unscheduled shifts they request over part-time nurses requesting extra shifts (except those working at a reduced FTE) and per diem nurses where the nurse is qualified to perform the work without training. Such nurses, however, may not displace part-time or per diem nurses who have been placed on the schedule prior to their request. In the event a part-time or full-time nurse has lost hours due to low census, then the nurse, at his/her request, shall have preference for unscheduled shifts which they can work at straight time rates before they are offered to other nurses.

11.13 Roster.

A seniority roster based on actual hours compensated shall be available for inspection in the Human Resources Department. At the time the Union is given notice of the effective date of the

layoff, the Employer will provide the Union with a seniority roster, including a low seniority roster, probationary employees and a vacancy list.

11.14 Seniority shall be broken by the following:

- (a) Resignation;
- (b) Discharge;
- (c) Retirement;
- (d) Layoff of more than twelve (12) months;
- (e) Failure to return in accordance with a leave of absence or recall from reduction in force; and
- (f) Illness or injury of more than six (6) months duration within a twenty four (24) month period, unless extended by agreement between Employer and the Union.

11.15 Low Census Protection.

Effective July 1, 2015 and July 1 of each year thereafter, where there is an unanticipated low census creating a surplus of regular FTE registered nurses on a unit, the Medical Center will, up to 300 shifts (2400 hours) accumulative in a twelve (12) month period of time, (i.e. not a rotating number) assign the nurse other duties, which the nurse shall perform. It is specifically understood that such other duties may, at the Medical Center's direction, include continuing education assignments. Low Census Protection will not be used for holiday shifts.

The provisions of article 9.1 relating to emergent conditions and returning floated nurses to their units will not apply to floats under this provision. All other provisions of article 9.1 will apply. Where low census shifts exceed 300 in a twelve (12) month period, July 1st to June 30th, then the low census rotation of article 11.16 will be applied.

11.16 Low Census.

11.16.1 At a time of low census, nurses will be worked or released from work on a rotation basis on their unit, provided skill, competency and ability are considered equal as determined by Patient Care Services. Such low census will be applied in the following order:

- (a) Agency and overtime;
- (b) Volunteers;
- (c) Per diem, part-time on extra shifts, reduced FTE working extra shift, and recall nurses who did not get their request in by the fourteen (14) days before the schedule deadline, in reverse order they were placed on the schedule;
- (d) Recall nurses on schedule as of posting;
- (e) Part-time nurses scheduled for extra shifts as of posting;
- (f) Reduced FTE nurses scheduled to work extra shifts as of posting;
- (g) Per diem employees on the schedule as of posting;
- (h) Unrequested cuts by department/shift in accordance with seniority on a rotation basis.

11.16.2 Reduced Schedule. A temporarily reduced schedule, such as results when the nurse stays home or is placed on standby at the request of the Employer because of low census, shall not alter the accrued hours of employment or the amount of vacation pay or sick leave credits and other benefits which would otherwise be earned by a regularly scheduled full-time or part-time registered nurse.

11.16.3 Low Census Data. Upon request by the Union, the Employer will send to the Union low census data that will include the unit and shift.

11.17 Severance Pay.

Upon completion of 2,080 hours, nurses subject to layoff may elect to be terminated and be eligible for severance payments according to the following schedule: forty (40) hours pay for each 2,080 hours of service with no eligible nurse receiving less than eighty (80) hours nor more than three hundred twenty (320) hours severance pay. Nurses who choose termination with severance shall be ineligible for recall rights specified in section 11.7, shall be considered to have terminated their employment, and shall not be eligible for reemployment with the Employer for a period of twelve (12) months. Weeks of severance pay shall be paid at the employee's regular rate of pay at the time severance is elected. The number of employees electing severance pay will not exceed the number of employees laid off. In the event more employees request severance, seniority shall control.

11.18 Subcontracting.

11.18.1 At the time of ratification of this Agreement it is understood that the Employer has no plan or pending plan to subcontract any bargaining unit work.

11.18.2 The Employer agrees to give the Union at least one hundred and eighty (180) days advance written notice prior to any decision to subcontract. The Employer will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting.

11.18.3 The Employer shall meet and confer with the Union, and will provide the Union with complete information concerning the proposed subcontracting, including but not limited to, the reason, need, financial impact, affected work and employees, alternatives considered, and other factors as may be requested by the Union.

11.18.4 These good faith discussions of options and needs will include but are not limited to:

- * Union proposed options and reasonable alternatives that could meet the Employer's primary business needs;

- * Potential options with subcontractor that could enable hiring of affected Valley Medical Center employees in order of seniority to perform the work;
- * Potential options with subcontractor related to union recognition.

11.18.5 Conclude the discussions regarding this subcontracting within one hundred twenty (120) days from the date of the Employer provided advance written notice of the proposed subcontracting.

11.18.6 The Employer agrees to bargain with the Union any and all effects of its subcontracting decision to the employees including but not limited to severance benefits.

ARTICLE 12 - COMPENSATION

12.1.1 Wage Increases Appendix C-1; C-2 are made a part of this Agreement and lists the schedule of rates of pay which shall be applicable during the term of this Agreement, however, nothing in this Agreement shall prohibit the Employer, at its sole discretion, from paying wages for all nurse position in excess of those provided for in either Appendix C-1 or C-2.

12.2 Hire in Rates.

Hire-in rate for new nurses covered by this Agreement shall be changed to allow year for year credit for continuous recent applicable experience. Continuous recent applicable experience shall be defined as clinical nursing experience in an acute care setting, ambulatory care setting, home health agency or equivalent health care experience without a break in nursing experience (participation in a nursing program does not count as year for year credit and does not constitute a break in nursing experience) which would reduce the level of nursing skills or nursing experience comparable to that required in the position for which the nurse is being hired, in the opinion of the Administrator/Patient Services. Each nurse is responsible for ensuring that all their applicable nursing experience is presented on their employment application at their date of hire. Any applicable experience presented after the nurse's date of hire commences shall not be considered when setting the nurse's rate of pay.

12.2.1 Hire in Rates for prior VMC LPNs. Effective July 1, 2011, LPNs employed by the Employer who become licensed as RNs and are promoted to an RN position shall be credited with prior acute care LPN experience based on one (1) year of experience on the registered nurse wage schedule for each two (2) full years of prior LPN acute care experience.

Upon their request, and no later than three months following the effective date of this Agreement, nurses currently employed under this Agreement shall have their prior (and not previously credited) acute care LPN experience credited to reflect an adjustment in their pay grade, consistent with the 2: 1 formula above.

12.3 Longevity Increases.

Part-time and per diem nurses shall receive longevity increases (wage steps) upon the accumulation of 1664 hours of employment or twelve (12) months, whichever comes last, or as an alternative, nurses can elect to continue the current practice of receiving step increases at 2080 hours.

12.4 Charge Nurse Differential.

Charge Nurses shall be paid \$2.25 per hour above the Staff Nurse hourly rates of pay while performing the duties of a Charge Nurse as authorized by the manager.

12.5 Preceptor Pay.

Nurses who are designated as preceptor under Article 6.10 shall receive preceptor pay differential of one dollar and fifty cents (\$1.50) per hour for the time actually involved in precepting.

12.6 Certification Pay.

All full-time, part-time and per diem registered nurses who have obtained a nationally recognized nursing certification in the practice area of their primary assignment shall receive, in addition to their regular rate of pay under this Article 12, certification pay of \$1.00 per hour. Effective July 1, 2013, certification pay shall be \$1.35 per hour. To receive this pay, the required nursing certification must be effective and be maintained. Proof of maintenance may be required at any time by the Employer. Certified nurses will notify their respective Director/Manager in writing at the time certification is received, providing a copy of the original document. Certification pay will be effective the first full pay period after the date the documentation is received by the Director/Manager. Management shall be responsible for publishing the list of approved certifications on the Nursing departmental page on the VMC website.

12.7 Per Diem Pay.

Per diem nurses will be compensated according to the step rate schedule under Article 12 plans fifteen percent (15%). Steps shall be calculated based upon 1664 compensated hours of employment or twelve (12) months, whichever comes last.

12.8 Float Pool Premium.

RNs who are regularly assigned to the float pool will be compensated \$5.00 per hour above their designated base rate for work in the float pool.

12.9 Perioperative Resource Team Premium.

RNs who are regularly assigned by the Employer to the Perioperative Resource Team will be compensated \$2.50 above their designated base rate.

ARTICLE 13 - OTHER COMPENSATION

13.1 Shift Differential.

Nurses working the second shift (3 :00 p.m. to 11:00 p.m.) shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour over the regular hourly rate of pay. Effective February 1, 2009, Nurses working the second shift (3:00pm to 11:00 pm) shall be paid a shift differential of three dollars (\$3.00) per hour over the regular hourly rate of pay. Nurses working the third shift (11:00pm to 7:00 am) shall be paid a shift differential of four dollars (\$4.00) per hour over the regular hourly rate of pay.

Employees shall be paid the shift differential applicable to the shift in which the employee is scheduled to work a majority of her/his hours. Employees whose straight time shift hours are evenly divided between two shifts shall receive the shift differential, if any, which is applicable to each shift for the hours in that shift.

Registered nurses working shifts longer than eight (8) hours shall be paid the evening shift differential for all hours worked between 3 p.m. and 11 p.m., and the night shift differential for all hours worked between 11 p.m. and 7 a.m.

The shift differential, if any, which is in effect at the end of an employee's regular shift will be paid for the hours worked after that shift, except that employees who work beyond their scheduled shift ending time for more than three (3) hours into another shift shall receive the shift differential of that shift of all such hours worked, if it is higher.

Shift differentials for innovative shifts will be determined at the time the shift is established.

13.2 Standby.

Where there is a low census, under Article 11.16, nurses may be required to be on standby during the hours they are regularly scheduled to work. The nurse shall be advised of the number of hours she/he is required to be on standby and will be compensated \$3.75 for each hour on standby. Effective January 1, 2005, standby pay shall be \$4.00 per hour. Response time for standby will be standardized throughout the organization. Standby is not used unless there is a patient need that is driving the necessity for increase in staff. Response time for standby will be

one (1) hour after the employee has been notified of the need to come into work. If the nurse is called in from standby, the nurse will be guaranteed a minimum of four (4) hours pay at the nurse's straight time rate of pay. All hours worked beyond the nurse's regularly scheduled shift shall be compensated under Article 7.3.2.

The issue of standby pay pyramiding with work time shall be discussed at the Labor Management Committee within six (6) months of the effective date of this Agreement. Standby shall be assigned according to the rotation identified in 11.16 (low census).

13.2.1 Nurses shall be advised no less than ninety (90) minutes prior to the commencement of their shift of the number of hours she/he is required to be on standby. If the nurse is not notified in a timely fashion and reports to work, then the nurse will be guaranteed a minimum of four (4) hours pay at the nurse's straight time rate of pay.

13.3 On-Call.

Nurses regularly assigned to the Operating Room, Recovery Room, Interventional Radiology, Emergency Room, Birth Center, NICU or Endoscopy may be required to be on-call during the hours outside of the nurse's regularly scheduled shift. Response time will be standardized at thirty (30) minutes after the employee has been notified of the need to come into work. The nurse shall be paid at the following rate per hour for the number of hours designated on-call, whether or not called:

- For the first fifty (50) hours of on-call status in a pay period: \$4.25 per hour
- For any hours over fifty (50) of on-call status in a pay period: \$4.50 per hour
- For any hours over a total of sixty-eight (68) of on-call status in a month: \$6.25 per hour.

If the nurse is called to work, she/he shall be guaranteed a minimum of three (3) hours pay at the overtime rate. Travel time to and from the Medical Center will not be considered time worked. Actual time worked on call-back shall count as straight-time worked for purposes of computing vacation, sick leave benefits and salary increments.

In an emergency which activates the disaster plan, all registered nurses may be required to be on-call.

Nurses who are designated on-call who are held over at the end of their regular shift for at least 45 minutes to perform patient care assignments, other than charting, will receive a minimum of three (3) hours at the overtime rate.

Nurses who are designated on-call who are called in before their regular shift shall be guaranteed a minimum of three (3) hours at the overtime rate before their regular starting time. Rest between shifts does not apply to these assignments.

Total on-call hours paid will not exceed the hours the employee is on call, e.g. eight (8) or twenty-four (24).

On-call nurses who are called in to work on the evening or night shift will be paid the applicable shift differential for the hours paid.

13.4 Call Back.

A nurse who is called back to work following the completion of her normal work day and departure from the Employer, shall be guaranteed a minimum of three (3) hours at the overtime rate. The current assignment practice will be continued.

13.4.1 To ensure patient safety, a nurse who is required as a condition of employment to take call and who has worked after 11 p.m. the previous night, shall be given, upon her/his request, a ten (10) hour rest period between the time she/he completes work and return to work. For example if the nurse works until 2 a.m., then she/he would return to work no earlier than noon if she/he was scheduled to work the following day and so requested. The nurse may use vacation, holiday, or unpaid time to cover that part of the rest period that overlaps into the next day scheduled shift.

13.5

The minimum hours guarantee of 13.3 and 13.4 shall not apply if the nurse is not designated on-call and is called in within three (3) hours of her regular starting time and works through at least the first four (4) hours of her shift or is compensated for those hours of her shift. In such case, the nurse shall be paid overtime for only the actual hours worked outside her normal schedule. Travel time to and from the Medical Center will not be considered time worked, Actual time worked in on-call or in call-back shall count as straight-time worked for purposes of computing vacation, sick leave benefits and salary increments.

13.6

A change in classification shall not alter a nurse's accrued seniority for purposes of accrual of benefits or placement in the salary schedule.

13.7 Weekend Differential.

In addition to the nurse's regular hourly rate under Article 12, nurses shall be paid a rate of four dollars (\$4,00) per hour for each hour worked during the weekend, as weekend is defined in Article 7.6, This weekend differential shall be paid at the straight time rate of pay for all occasions except where a rate of time and one-half (1-1/2) is required by the Fair Labor Standards Act, and, where the nurse is working extra weekend shifts under Article 7,6 and, thus, is entitled to the overtime rate for those hours.

ARTICLE 14 - VACATIONS

14.1 All full-time and part-time nurses shall accrue vacation credits in accordance with the following schedule:

Years	Hours	Working Days
1 year	80	(10 working days)
2 years	88	(11 working days)
3 years	96	(12 working days)
4 years, 5 years	144	(18 working days)
6 years, 7 years	152	(19 working days)
8 years, 9 years	160	(20 working days)
10 years, 11 years	168	(21 working days)
12, 13 and 14 years	184	(23 working days)
15 years and more	200	(25 working days)

The vacation schedule is based on years of employment.

14.2

All full-time and part-time nurses shall be eligible to take earned vacation time off after completing six (6) calendar months of work. The Employer, at its discretion, may allow earned vacation time off to the extent accrued on an annual basis or upon completion of each 1,040 hours worked,

A week of vacation shall, if so requested, include the weekend preceding and following the vacation week

Accrued vacation may, if so requested, be granted in single day increments either during the week or on the weekends. When the request is made after the vacation schedule is posted, the request shall not be routinely denied, when the time is available,

14.3

The granting of vacations will be unit based. Nurses vacation preferences will be granted based upon staffing levels and seniority.

A signup sheet will be posted January 1 through January 31 for the period of the prospective 15-month period (January through March of the following year) upon which nurses will note their vacation preferences.

A request for vacation must be submitted in writing to the supervisor or manager by January 31, to be considered for the March 1 schedule posting.

Approval of these requests will be posted on a vacation schedule on each unit by March 1.

14.3.1 The Employer will work with the Joint Labor Management Committee to determine the best way to maximize the number of registered nurses on a unit who can be granted vacation at any one time. The granting or denial of vacation time shall not be dependent on the vacation times of nonRNs on the unit.

14.3.2 Priority for requests received after February 1 will be based on the date of the request, seniority and staffing levels. Response to all subsequent requests will occur within two weeks of receipt of request after the March 1 posting.

14.3.3 In the event of conflicting requests by nurses for vacation time, seniority shall prevail. Seniority shall not affect approved vacations. Vacation requests for time during (1) the generally recognized two week spring break period which will be determined by the Labor/Management Committee by October 1 of the preceding year and, (2) during Christmas and New Year's holiday, and (3) during the generally recognized February school break which will be determined by the Labor/Management Committee by October 1 of the preceding year period shall be assigned on a rotational basis. Rotations shall be separate for each of these three (3) periods.

14.3.4 There shall be no limit on the number of weeks of vacation a nurse may take at any time, if eligible and subject to scheduling requirements. If, however, the nurse takes more than two weeks during the Summer Prime Time period of June 15 through the day following Labor Day, then the nurse will be placed at the bottom of the seniority list for vacation selection for this period for the following two calendar years. During the Summer Prime Time period, a nurse may be limited to one (1) period of ten (10) vacation days or two (2) periods of five (5) vacation days in order to allow other nurses on the same unit and shift to schedule and take vacations. The term "vacation days" in first paragraph refers to working days and not scheduled days off.

14.3.5 A nurse who is denied any Summer Prime Time vacation for two (2) consecutive years shall be placed at the top of the seniority list on her unit for Summer Prime Time bidding for the following year.

14.3.6 Part-time nurses who have elected a salary differential in lieu of benefits (per Article 6.5) do not accrue vacation benefit hours. A "in lieu of nurse may annually request time off-hours, not to exceed those hours annually accrued to a benefited nurse under Article 14.1. "In lieu of nurses must request time off through the process established in Article 14, and will have no entitlements exceeding those part-time nurses who accrue vacation credit.

14.4

Vacations shall be paid at the nurse's regular rate of pay plus any applicable differentials which the nurse would have received had the nurse been working during the week the nurse was on vacation.

14.5

After completion of 1,040 hours of employment, nurses shall be paid upon termination of employment for any vacation credits earned; provided, however, this provision shall not apply to those nurses who leave the employ of the Employer without giving fourteen (14) days' prior written notice, or to those nurses who are discharged for cause.

14.6

All nurses are encouraged to and may be scheduled to take vacation time off for at least one-half (1/2) of the accrued vacation earned on a yearly basis. In the event a nurse has accumulated more than two hundred forty (240) hours of accrued vacation time as of December 31 of any year, the Employer may, at its option, pay the employee for the excess hours. The nurses may sell back to the Employer accrued vacation in excess of one half (1/2) of the hours actually accrued each year. Payment shall be at the nurse's regular rate of pay. Nurses who had accumulated in excess of two hundred forty (240) hours of vacation pay as of September 30, 1990 may continue to maintain that number of accumulated hours.

ARTICLE 15 - HOLIDAYS

15.1 The following listed days are designated as Holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Eve Day

Christmas Day
Two Floating Holidays

15.2 Holiday Pay.

If a holiday falls on a nurse's scheduled day off or vacation, the nurse shall receive straight-time pay for the holiday with pro rata pay for part-time nurses based on FTE. For purposes of holiday pay a .9 FTE will be considered as a full-time nurse. (See Appendix A and B for holiday pay for Ten and Twelve hour shifts)

15.3 Work on a Holiday.

Full-time and part-time nurses required to work on a holiday shall be paid at one and one-half (1-1/2) times the regular rate of pay plus the hours of the nurse's regular shift as holiday pay at straight-time. Per diem nurses shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all work performed on a holiday plus the hours of the nurse's regular shift at straight time as holiday pay. Hours worked in excess of eight (8) shall be paid at double time, unless the nurse's regular shift is longer than eight (8) hours in which case the nurse shall be compensated at two and one-half(2-1/2) times the regular rate for such hours. (See Appendix A and B for Ten and Twelve hour shift pay for work on a holiday)

15.4

A full-time nurse who works a holiday which constitutes time in excess of forty (40) hours in one (1) week or eighty (80) hours in fourteen (14) days shall be paid at one and one-half (1-1/2) the regular rate for hours actually worked plus the applicable holiday pay.

15.5

Holiday work shall be rotated by the Employer to the extent possible.

15.6

Holiday pay for nurses working the night shift shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday. Effective upon notice to the Union by the Employer within 90 days of ratification of this Agreement and for the rest of the term of this Agreement, holiday pay for nurses working the night shift shall be given for hours worked between 11pm the night preceding the designated calendar date for the holiday and 11 pm on the designated calendar date for the holiday

(Example:

- If you work July 3, :d 3 pm to 11:30 pm-no Holiday pay

- If you work July 3rd 7 pm to 7:30 am on July 4th - paid 8.0 hours Holiday pay (1/2 unpaid lunch not included)
- If you work July 4th 3 pm to 7:30pm - paid 8 hours Holiday pay)
- If you work July 3rd 11 pm to 7:30 am on July 4th - paid 8 hours Holiday pay
- If you work on July 4th 7pm to 7:30 am on July 5th - paid 4 hours Holiday pay

15.7

Calendar dates to be observed as holidays shall be specified by the Department of Human Resources at least one month in advance by notices posted in conspicuous locations in the Medical Center.

15.8

Dates and times of observance of Christmas Eve, Christmas Day and New Year's Day will be determined by the Labor/Management Committee.

15.9 Floating Holidays.

To be eligible for floating holidays, a nurse must have completed six (6) months of continuous service. Nurses must request their floating holiday prior to the schedule posting under Article 7.2. Nurses will be encouraged to schedule floating holidays as early in the year as possible. The requests will be granted as staffing needs permit. Where more nurses request a particular day than staffing needs permit, and at least one nurse can be off on that day, then preference will be given to the nurse who first requested the day; if there is still a conflict, seniority will control the selection. Notwithstanding this paragraph, the supervisor or manager may agree with the nurse to the taking of a floating holiday at any time.

In the event a nurse has not been scheduled for her/his floating holidays before December 31, the nurse will be paid for unused floating holidays in January of the following year, if the nurse was employed on December 31.

ARTICLE 16 - SICK LEAVE

16.1

Regular full-time and regular part-time nurses shall earn sick leave credits at the rate of .0346 for each hour compensated, exclusive of overtime premium and standby pay, with no limit as to maximum accumulation except as set forth in Article 16.2.3. Sick leave accumulates from date

of hire but is not payable for time of illness or injury prior to the end of the ninety (90) day probationary period.

16.1.1 Vested Sick Leave. Regular full-time nurses shall accumulate four (4) hours of sick leave each month, and regular part-time nurses a pro rata portion thereof based on hours compensated, that shall be credited to the vested portion of sick leave payable at the regular rate of pay on the first day of a bona fide illness, injury, or disability due to pregnancy. Nurses shall be required to notify the Employer two (2) hours in advance of the commencement of the employee's scheduled shift if unable to report to work. Failure to do so may result in loss of paid sick leave for that day. There shall be no discipline for legitimate use of sick leave. Abuse of sick leave shall be grounds for discipline.

16.1.2 Catastrophic Sick Leave. Nurses who have exhausted their vested account may use their catastrophic account. Two (2) hours, sick leave credits for regular full-time or pro rata portion thereof for regular part-time nurses shall be credited to catastrophic sick leave each month. Catastrophic sick leave can be utilized for the same types of illnesses or injuries for which vested sick leave could have been used. Catastrophic sick leave shall be payable only after all vested sick leave has been used and/or for an illness or injury that completely disables a nurse from performing her/his work. In any case of sick leave utilization, employees will be required to complete standard forms. When such disability exceeds ten (10) consecutive workdays or fourteen (14) calendar days, whichever comes first, of the nurse, then accumulated unused catastrophic sick leave shall be paid commencing the first day of illness or injury. Any vested sick leave credits applied during such period of disability shall be reinstated to the nurse's vested sick leave account after the catastrophic sick leave has been paid.

16.2

An eligible nurse shall have the option of designating on a form furnished by the Employer, each year one of the following options to be applied to accumulated unused, vested sick leave hours that exceed nine (9) days (seventy-two (72) hours) each year. Employees will be notified in November of the December date designated for conversion of the vested sick leave.

16.2.1 Apply one-half (1/2) of the vested, unused sick leave hours that exceed seventy-two (72) hours a year or portion thereof to additional vacation days to be scheduled in the subsequent year. The scheduling of such vacation shall be subject to approval by the Employer, or

16.2.2 Apply one-half (1/2) of the vested, unused sick leave hours that exceed seventy-two (72) hours a year or portion thereof to be paid the eligible nurse at the nurse's regular rate of pay in lieu thereof on the first pay period immediately following January 1 of each year, or

16.2.3 Continue the accumulation of vested sick leave hours toward the nurse's vested sick leave credits, provided, however, if as of December 31, of any year, a nurse has accumulated more than two hundred forty (240) hours of vested sick leave, the Employer shall have the right to purchase the excess above two hundred forty (240) hours at fifty percent (50%) of the value of the hours on December 31 based upon the employee's regular rate of pay. Payment shall be

made on the first pay period immediately following February 1 of each year. In the event the Employer exercises its right under this provision, the nurse may elect to place the excess hours into catastrophic leave. Nurses who had accumulated in excess of two hundred forty (240) hours of vested sick leave as of September 30, 1990, may continue to maintain that number of accumulated hours.

16.3

Full-time and part-time nurses who retire or terminate employment with the Employer in good standing after completion of their probationary period shall receive payment for all accrued, unused, vested sick leave at the time of retirement or termination. Good standing is defined as termination with appropriate notice and not discharge for cause.

ARTICLE 17- HEALTH & SAFETY

Occupational Health and Safety

17.1 Reporting Unsafe Conditions.

The Employer will maintain a safe and healthful workplace in compliance with all federal, state and local laws applicable to the safety and health of its employees. Employees are encouraged to report unsafe and/or unhealthy conditions to their supervisor and shall not be disciplined for making these reports.

17.2 Health and Safety Committee.

The Employer shall maintain a Health and Safety Committee composed of employee and Employer representatives. The purpose of the Committee shall be to investigate health and safety issues and to advise the Employer of education and preventive health measures for the workplace and its employees. The Committee shall allow for the proportionate membership representation of employee groups. Broad base and persistent health and safety concerns of individual employees or employee groups can be addressed to the committee if they have not been adequately responded to at the unit level. Committee meetings shall be on paid time. The Committee will develop appropriate notices and class times for educational programs.

The Employer's safety and health committee and the Union representative to the joint committee, act hereunder exclusively in an advisory capacity and that the International Union, National Union, Local Union, Union Safety and Health Committee, and their officers, employees and agents shall not be liable for any work connected injuries, disabilities or diseases which may be incurred by employees.

17.3 Infectious and Communicable Disease Control.

The Employer shall continue its practice of pursuing and providing protection to nurses from occupational transmission of bloodborne and airborne infectious and communicable diseases, including but not limited to Tuberculosis, Hepatitis B, Hepatitis C and HIV/AIDS, through the use of engineering controls, work practice controls, personal protective equipment, training and education and the development of a comprehensive bloodborne and airborne infectious disease program.

The Employer shall maintain a program of infectious and communicable disease control. The Employer shall advise employees when it is known they are exposed to infectious or communicable diseases and assist them in taking preventative measures which are consistent with patient care responsibilities.

17.3.1 Tuberculosis Exposure Control Program.

As part of the Employer's Tuberculosis exposure control program, employees in high risk areas of Tuberculosis exposure will get annual PPD screenings. All other employees shall get PPD screening upon request. Data showing all PPD test results (i.e., the conversion rate) will be available for a year-to-year comparison to the Health and Safety Committee. Any employee who is a PPD converter will be referred by the Employer to the Public Health Department, or to a medical specialist if requested, for appropriate follow-up, including preventive therapy, at no cost to the employee, unless the origin is shown to be non-work related. The Union shall appoint a staff nurse representative to serve on the Infection Control Committee (which shall also include the TB sub-committee). This representative shall be compensated at the appropriate rate of pay for their meeting time and any mandatory preparation time. This committee shall continue to assess the need for and necessity of PPD screenings, or other appropriate diagnostic tests.

17.4 Hepatitis B Vaccine.

Since Hepatitis B is a serious occupational hazard and since employees are at risk to exposure to patient bodily fluids, and blood, in the interest of prevention, the Employer will provide, free of charge, the Hepatitis B vaccine to those employees who desire the immunization. Within one (1) to six (6) months after completion of Hepatitis B vaccine series, the Employer shall provide, free of charge, a titer and if necessary, a booster.

17.5 Injuries at Work.

In the event an employee sustains an injury while at work which requires medical attention, the Employer will provide emergency medical attention either at the facility or arrange for transportation to a suitable medical facility.

17.6 Safer Medical Devices.

The Employer will continue its practice to obtain and distribute, at no cost to the employee, products and equipment which promote a healthy and safe work environment, particularly products and equipment to prevent serum exposures to Hepatitis B and any other blood borne pathogens, including safer medical devices that reduce or eliminate needle stick injuries by providing a barrier between the needle and the employee. The Employer and affected employees shall also evaluate medical and nursing procedures to determine which procedures can be performed without needles in a reasonable and safe manner and shall provide needleless alternatives for such procedures. In general, cost shall not be the primary factor in determining the use of safer medical devices.

17.7 Product Evaluation Committee.

Registered nurses from all appropriate units will be regularly included in the examination and trial usage of all product being evaluated for use at VMC, and will have input in the selection and/or change of any equipment in use in the patient care areas. Concerns regarding product or equipment use and its safety and efficacy will be brought to the Professional Practice Committee for review and recommendation.

17.8 Exposure Protocol.

The Employer shall have available confidential twenty-four (24) hour information and counseling for employees sustaining needle stick injuries or other blood and body fluid exposures. The Employer's post needle stick and body fluid exposure protocol shall meet community standards and Centers for Disease Control (CDC) guidelines. The Employer shall provide to the Health and Safety Committee semi-annual reports of needle stick and blood and body fluid exposures by unit and shift and classification. The Employer will provide employees with education about Hepatitis C and will continue to evaluate, through the Infection Control Committee, diagnostic testing to determine if a new protocol is warranted.

17.9 Infection Control Update.

The Employer shall provide an annual infection control update on paid time for all employees, in accordance with applicable statutes and regulations.

17.10 Security.

The Employer has a responsibility to provide for the physical safety of employees on the Employer's premises and walking to and from Employees' cars. The Employer shall conduct an ongoing security and safety assessment and develop a security plan with measures to protect

employees, patients and visitors from physical and property harm. A security plan shall include, but not be limited to, security considerations relating to the following:

1. Physical layout;
2. Staffing ;
3. Security personnel availability and assigning additional personnel if needed;
4. Lighting and adequate patrol on the grounds and parking areas;
5. Policy and training related to appropriate responses to aggressive or violent behavior (this is not a change in current policy but is an embodiment into the contract.)

17.11 Prevention of Back Injuries.

Since back and musculoskeletal injuries are the major occupational hazard to nurses, in the interest of prevention, both nurses and the Employer commit to working together to study, evaluate, trial and review the work site practices and equipment that have the potential of preventing such injuries. Particular focus will be made of the lift team and mechanical lifting and transfer devices. The union will appoint a member from the Professional Practice Committee who will focus on this area, ensuring that state-of-the-art techniques, devices, and programs are utilized and evaluated. Once a year, the back injury prevention representative will report findings and progress to the Labor/Management Committee.

ARTICLE 18 - IMPAIRED NURSE

The Employer and the Union recognize that alcoholism and chemical dependency are acknowledged to be chronic, treatable medical conditions.

The Employer and the Union support efforts which will enable the chemically impaired nurse to remain in professional nursing practice as long as performance expectations are maintained. In recognition of this mutual interest the Employer and the Union support such efforts as:

- * Identification of the disease as well as the establishment of treatment options at an early stage to prevent or minimize erosion in work performance.
- * Participation in programs and services through which employees may seek confidential assistance in treatment and the resolution of chemical dependency problems.
- * Participation in the Washington Health Professional Services monitoring program including individually tailored return to work agreements.

The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for their job

performance and for compliance with the Employer's policies and procedures and for improvement of any unsatisfactory performance.

ARTICLE 19 - MEDICAL AND INSURANCE BENEFITS

19.1 Medical Plan.

Medical benefits shall be provided by the Employer for regular full time and regular part time employees who are classified as 0.6 FTE or more (24 hours per week or more) beginning on the first of the month following thirty (30) days of employment. Medical benefits will begin the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or more days. Participation in medical benefits shall be subject to specific plan eligibility requirements.

19.1.2 During 2015 the Healthcare Plan in effect at the time of ratification will not change. Effective January 1, 2016 the House wide medical plan will be in effect in accordance with MOU Fourteen Medical Plan Transition.

19.1.3 Full-time Employees are encouraged to fully participate in the VMC Wellness Incentive Program. Beginning in 2017 employees who meet Healthcare Plan eligibility requirements will have their individual employee, employee and spouse or employee and family monthly premium contribution reduced, for the 2017 Healthcare Plan year, by \$20.00 per month if they document completion of the Wellness Incentive Program by December 1, 2016.

19.1.4 Part-time Employees are encouraged to fully participate in the VMC Wellness Incentive Program. Beginning in 2017 employees who meet Healthcare Plan eligibility requirements will have their individual employee, employee and spouse or employee and family monthly premium contribution reduced, for the 2017 Healthcare Plan year, by \$20.00 per month if they document completion of the Wellness Incentive Program for by December 1, 2016.

19.1.5 The \$20.00 wellness incentive amount will remain for the term of the Agreement. VMC may change or modify its Wellness Incentive Program design based upon the recommendation from the Labor Management Healthcare Benefits Committee (see MOU FIFTEEN).

19.1.6 VMC retains the right to change plan design, cost structure, insurance carriers, network provider panels, preferred providers, third-party payors, and all other administrative elements throughout the course of this Agreement as a means to control costs to the medical plans. However such changes must also be made to the non-represented employee healthcare plans. In addition if such changes result in increased employee premium costs, VMC will notify the Union of the proposed increased premium changes and will, upon request by the Union within

fourteen calendar days of notification, bargain with the Union over the effects of the proposed employee premium increases.

19.2 TB Tests.

At the beginning of employment, the Employer shall arrange for all registered nurses to have TB testing as required by applicable law. All nurses must have continued annual TB testing, which will be provided at Employer expense.

19.3 Dental Insurance.

Dental insurance benefits shall be provided by the Employer for regular full time and regular part time employees who are classified as 0.6 FTE or more (24 hours per week or more) beginning on the first of the month following thirty (30) days of employment. Dental insurance benefits will begin on the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or more days. Participation in dental insurance benefits shall be subject to specific plan eligibility requirements.

19.3.1 The Employer agrees not to reduce the current level of dental plan coverage during the term of this agreement. The Employer retains the right to change insurance carriers, network provider panels, third party payers and all other administrative elements throughout the course of this agreement as a means to control costs and services to the dental plans.

19.4 Life Insurance.

All regular nurses consistently working twenty four (24) hours or more per week shall be eligible for \$15,000 of group life insurance and an additional \$15,000 of accidental death and dismemberment insurance paid for by the Employer.

19.5 Conversion Privileges.

Upon termination or leave of absence, a nurse may convert (up to an amount equal to the nurse's life coverage) without medical examination to a personal life insurance policy.

19.6 Worker's Compensation Insurance.

The Employer will provide Worker's Compensation or equivalent in accordance with the laws of the State of Washington.

19.7 Unemployment Compensation Insurance.

The Employer will provide Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

ARTICLE 20 - RETIREMENT PLAN

20.1

The Employer for the term of this Agreement shall maintain the House-Wide Retirement Plan.

20.2.1 The Retirement Plan will include a provision that participants in the Plan who have twenty or more years of service at VMC will receive a ten percent employer contribution to their Retirement Plan.

20.2

Thirty days after ratification of this Agreement or when Employer gives written notification to the Union, whichever is later, those Employer and Employee retirement contribution rates and Retirement Plan structure in effect for the majority of VMC employees who are not in an SEIU bargaining unit will apply and be effective for the nurses within this bargaining unit.

20.3

One RN who is a current participant in the terminated VMC Pension Plan shall be selected by the Union to serve as a member of the VMC Pension Plan.

20.4

Employer shall make available on site, Plan Representatives at least two times a year along with maintaining on-line access to Plan representatives. Employer will notify the Labor Management Committee of the scheduled dates at the meeting occurring the month before the scheduled date of the visit.

ARTICLE 21 - LEAVES OF ABSENCE

21.1

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 request shall be given by the Employer within thirty (30) days.

21.2 Leaves with Pay.

A leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect her/his benefit or wage status with the Employer.

21.3 Return from Leave.

21.3.1 Within a rolling twelve (12) month period, a paid or unpaid leave, not to exceed sixty (60) consecutive days including vacation, sick leave, and holiday if applied by the nurse during such leave, within a nurse's anniversary year, shall not alter a nurse's seniority hours or the amount of vacation benefits or sick leave credits which would otherwise be earned or have been accrued by the nurse. The same position and shift shall be available to the nurse upon return from such leave. This section shall apply to leaves for health reasons or family leave up to ninety (90) consecutive days and pregnancy disability leaves for the period of disability. Within this rolling twelve (12) month period of time, the combination of pregnancy disability leave and family leave (including FMLA leave) when taken together shall not exceed one hundred eighty (180) days or ninety (90), plus the period of disability, whichever is the longer. No other leaves may be combined.

21.3.2 During authorized leaves for a period in excess of sixty (60) consecutive days (or except as provided in Section 21.3.1) within an anniversary year no benefits shall accrue, unless the employee is on paid leave. Upon return from an authorized leave of absence in excess of sixty (60) days except for health, maternity and family leaves in excess of ninety (90) days the job to be offered upon such return is subject to the circumstances existing at the time of return to work and may not be the same position or shift as the job vacated at the time such leave commenced. There shall be no loss of accrued unused benefits to the date of commencement of such leave.

21.4 Health Reasons.

Upon the completion of the nurse's probationary period, a leave of absence may be granted for health reasons for a period of six (6) months without loss of accrued unused benefits to the date

of commencement of such leave. Permission for the leave will not be reasonably withheld where there is a bona fide medical cause for the leave. Accrued paid time off may be used during this period.

A nurse on medical leave of absence not exceeding ninety (90) days from the date of first absence from work shall be entitled to return to the nurse's prior position as provided in Sections 21.3.1 and 21.3.2 above.

21.5 Pregnancy Disability Leave.

Upon completion of the nurse's probationary period, a leave of absence shall be granted for maternity reasons as may be medically required without loss of accrued unused benefits to the date of commencement of such leave with return to the nurse's position as provided in 21.3.1 and 21.3.2.

21.6 Family Leave.

Upon completion of the nurse's probationary period, a leave of absence shall be granted family leave for a period of up to twelve (12) months without loss of accrued unused benefits to the date of commencement of such leave with return to the nurse's position as provided in 21.3.1 and 21.3.2.

This leave of absence shall be granted to: (a) care for a newborn or newly adopted child of the employee under the age of six at the time of placement or adoption or (b) care for a child of the employee under the age of eighteen (18) years who has a terminal health condition. A leave of absence begins on the first absence from work or, in the case of child birth, on the first day after the mother's temporary medical disability from child birth has ended. Family leave shall be unpaid except: (a) an employee may use accrued paid time off at the beginning of the leave and (b) an employee on leave to care for a terminally ill child may use accrued sick leave at the beginning of the leave as permitted by state law and thereafter use accrued vacation. Family leave must be completed within twelve (12) months after the birth or placement for adoption. A nurse taking a parental leave for either the birth or adoption of a child shall be eligible to receive donated vacation leave hours from co-workers. Donations of vacation hours shall be made consistent with the Employer's policies on Emergency Transfer of Vacation Hours. An employee on family leave not exceeding ninety (90) days from date of first absence from work shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which he or she is qualified. There shall be no loss of accrued unused benefits from the date of commencement of such leave. If both parents of the newborn or newly adopted child are employees, they shall be entitled to a total, in combination, of ninety (90) days of family leave, to be granted to only one employee parent at a time. Alleged violation of the family leave provision shall be submitted to the grievance procedure as set forth in Article 21 in accordance with the Family Leave Law.

21.7 Child Care Leave.

After one year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Article 21.6 (family leave) without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carry over. An employee on child care leave shall be entitled to the first available position for which she/he is qualified. Such leave shall not exceed one year.

21.7.1 FMLA Leave. After a nurse has worked for the Employer for at least one year and for 1,250 hours over the previous 12 months, the nurse shall be entitled to up to a total of 12 weeks' unpaid leave over a twelve-month period, measured backward from the date the nurse used any FMLA leave. Reasons FMLA leave can be taken:

- a. To care for a nurse's child after birth, or placement for adoption or foster care, including the child of a domestic partner;
- b. To care for the spouse, domestic partner, son or daughter or parent of an employee if the family member has a serious health condition;
- c. If a nurse is unable to work because of the nurse's own serious health condition (includes pregnancy-related conditions).

For the duration of any approved FMLA leave, the Employer will maintain the nurse's health and dental care coverage under the same conditions as coverage would be provided if the nurse were not on leave. Upon returning from FMLA leave, a nurse will return to his/her original or equivalent position, same FTE and shift. The use of FMLA leave will not result in the loss of any employee benefit that accrued prior to the start of the leave.

Intermittent leaves may be taken when consistent with the requirements and limits of the FMLA. The nurse may elect to, or the Medical Center may require, that the nurse utilize accrued vacation, sick leave and floating holiday while on FMLA leave for the nurse's illness or the nurse's minor child. In all other FMLA situations, the nurse may elect or the Medical Center may require the nurse to utilize accrued vacation, floating holiday, and sick leave up to policy limits. FMLA leave shall be coordinated with, but shall not be in addition to, other leave policies of this Agreement unless otherwise required by law.

This FMLA provision shall be applied according to federal requirements.

21.8 Worker's Compensation Leave.

Employees who suffer a work related injury or illness that is compensable under the State Worker's Compensation law may select time loss compensation under worker's compensation

exclusively, or use a combination of accrued paid leave to supplement worker's compensation up to the total amount of their wages, as may be permitted under Washington State law for public employers.

21.9 Military Leave.

Leave required in order for a nurse to maintain status in the military, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay, and without loss of benefits, seniority or pay status accrued during the leave, and shall not be considered part of the earned annual vacation time unless the nurse requests to use annual leave. The nurse shall not accrue vacation time or sick leave while on a military leave of absence. Whenever possible, the nurse will make a good faith effort to notify her/his supervisor or manager when the leave will be by the tenth (10th) of the month prior to the month in which the leave will occur. Failure to provide timely notice on a good faith basis could result in denial of benefits and protections under the Uniformed Services Employment and Reemployment Rights Act (USERRA). In the event the date of the military leave is changed after the nurse's original notification to her/his supervisor or manager, the management will accommodate such change. Upon completion of military duty, the nurse shall notify the Employer in accordance with USERRA. Upon return from the military leave, the nurse shall be reinstated to the position she/he would have held if her/his continuous employment had not been interrupted so long as she/he is qualified for the position or can become qualified after reasonable efforts by the Employer.

21.10 Jury Duty.

Time off with pay will be granted for jury duty for all regular full-time and part-time employees. The employee will be paid the difference between his/her regularly scheduled rate of pay based on budgeted FTE on scheduled workdays lost and pay received from jury duty with the exception of mileage payments from the court. Nurses will not be required to work a weekend where the combination of jury duty and work during the week is forty (40) hours or more. In such a case, weekend days will be considered scheduled workdays lost.

21.11 Bereavement Leave.

Regular full-time and part-time employees shall be allowed up to a maximum of three (3) consecutive days off with pay for actual regular normal schedule work hours lost up to twelve (12) hours per day during the three (3) day period, by reason of death in the employee's immediate family. The term "immediate family" includes husband, wife, domestic partner, mother, father, son, daughter, sister or brother, mother-in-law, father-in-law, son or daughter-in-law, grandparents, grandchildren, stepparents or stepchildren and father, mother, son or daughter of the domestic partner. Two (2) days of unpaid bereavement leave may be granted for extended travel upon approval of the supervisor/manager or designee. The employee may request additional time off which may be taken as unpaid time, or vacation or

holiday time coming, to the extent of the employee's accrual. The time requested for bereavement leave

must be within ten (10) calendar days of the death of a family member, or the funeral of a family member. The Medical Center may extend the time frames for the use of bereavement leave when appropriate, based on unusual circumstances relating to the death of the employee's family member. The Medical Center may require such written proof of death as it may consider appropriate.

Domestic partner shall be defined and implemented as set out in the Seattle Municipal Code, Section 4.30.020.

21.12 Personal Leave.

All full and part-time nurses shall be granted three (3) days off per year without pay upon request, providing such leave does not jeopardize Medical Center service. Personal days must be requested by the tenth (10th) day of the month before the month in which the time off is desired. If not requested at this time, the day may be allowed by agreement of the supervisor or manager.

A personal leave of up to ninety (90) days may be granted at the discretion of the Employer. The request must be in writing and the terms of the leave (e.g., holding a position) will be set forth in writing.

21.13 Union Leave.

Employees who wish a leave under this Article 21 for the purpose of attending and participating in Union functions or programs, such as meetings, conventions, seminars or other meetings called by the Union may do so under the following conditions:

- (a) Use of accrued vacation leave;
- (b) Take leave without pay;
- (c) Use unused floating holidays.

Subject to appropriate advance notice and scheduling requirements, nurses will be granted an unpaid leave of absence up to twelve (12) weeks with guaranteed same job back without loss of benefits/seniority accrued to the date such leave commences.

21.14 Use of Paid Leave to Care for Family Members.

Per Substitute Senate Bill 6426 effective January 1, 2003, employees can use accrued sick, vacation or personal holiday to care for a spouse, parent, parent in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

ARTICLE 22 - COMMITTEES

Professional Nurses are accountable for their practice within the institution, and should participate in decisions regarding practice standards, quality improvement, staffing and professional Development. The Nursing Committee Structure recognizes the shared responsibility between nursing management and nursing staff, and promotes a structure through which professional nurses work together to collaboratively make those decisions.

22.1 Labor/Management Committee.

I. PURPOSE

The purpose of the Labor/Management Committee shall be:

To foster improved communications between the Employer and the nursing staff.

- b) To assist with personnel and other mutual problems, as well as Recruitment and Retention of Nursing staff and other areas of opportunity.
- c) To oversee and coordinate the work of the Professional Practice, Nursing Staffing and Resource Committee and Professional development committees.

II. SCOPE

- a) May assign agenda items for the Committees.
- b) Charter ad hoc committees.
- c) Work with co-chairs of the Committees to maintain and encourage membership on the committees.
- d) Communicate committee activities; minutes and related materials to all areas where nursing is practiced.

III. MEMBERSHIP

The Committee shall be established on a permanent basis and shall consist of four (4) representatives of the Employer .and four (4) representatives of the nurses, selected by the Union. One of the Employer representatives shall be the Senior Vice President of Patient Care Services/CNO. The parties may agree to meet without all representatives present.

- b) While the function of the committee shall be limited to an advisory rather than decision-making capacity, through the Interest based Process the parties agree to attempt to reach consensus on decisions to be implemented by the Senior Vice President of Patient Care Services.
- c) The parties will annually appoint co-chairs for the committee, one of whom will be a union nursing representative and one of whom will be a management representative. The co-chairs will develop agendas prior to each meeting and facilitate interest-based discussions. When either co chair believes it is necessary to have additional persons attend the meeting,

they will make a good faith effort to give at least seven (7) days advance notice to the party of the persons they intend to have present and the reasons for the appearance. The parties will cooperate to minimize the numbers of non-members in attendance at any one time in order to maximize the effectiveness of the meeting.

IV. MEETING FREQUENCY

The Committee will meet monthly unless the members of the Committee agree to more or less frequent meetings. Each Committee member shall be given release time or be compensated at the appropriate base hourly rate for the time spent attending Committee meetings.

Minutes shall be taken at the Labor Management Committee and shall be posted by committee members on all nursing units once approved by the committee co-chairs.

22.2 Professional Practice Committee.

I. PURPOSE

The Professional Practice Committee's purpose shall be to define, implement and maintain evidence-based standards of nursing practice.

II. SCOPE

- a) Develops, implements, and monitors all policies and procedures related to professional nursing practice.
- b) Defines the roles, responsibilities, and functions of nursing.
- c) Develops the nursing care delivery model.
- d) Maintains the nursing documentation system.

Communicate committee activities; minutes and related materials will be distributed to all areas where nursing is practiced in the hospital.

II. MEMBERSHIP

- a) There shall be a union co-chair selected by the Union, and a management co-chair selected by management. Each committee member will be given release time or be compensated at the appropriate hourly base rate for the time spent attending committee meetings. The committee shall be advisory and by statute and regulation require that the CNO is ultimately responsible for Nursing Practice within the organization; all Nursing policies will be approved by the CNO prior to implementation.
- b) Comprised of sixteen (16) members, eight (8) Union Representatives selected by the union, and eight (8) management representatives including the Senior Vice President of Patient Care Services/CNO.
- c) Both parties agree that additional participants may be invited for specific topics where expertise and background are needed.

III. FREQUENCY OF MEETINGS

- a) The Professional Practice Committee shall meet monthly for two (2) hours unless the parties agree otherwise. The Senior Vice President for Patient Care Services/CNO may authorize additional time where necessary.
- b) Minutes shall be taken at the Professional Practice Committee and shall be posted by committee members on all nursing units once approved by the committee co-chairs.

22.3 Nursing Staffing and Resources Committee.

I. PURPOSE

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

II. SCOPE

1. Development and oversight of an annual patient care unit and shift-based nurse staffing plan based on the needs of patients, to be used as the primary component of the staffing budget. Factors to be considered in the development of the plan should include, but are not limited to:
 - (a) Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
 - (b) Level of intensity of all patients and nature of the care to be delivered on each shift;
 - (c) Skill mix;
 - (d) Level of experience and specialty certification or training of nursing personnel providing care;
 - (e) The need for specialized or intensive equipment;
 - (f) The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment; and
 - (g) Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
 - (h) Charge nurse shall be unassigned to patients with use of charge nurse's professional judgment to determine when it is necessary to take a patient assignment
 - (i) The assignment of patients requiring continuous or close observation shall not be part of the staffing plan.
 - j) Hospital finances and resources may be taken into account in the development of the nurse staffing plan.
2. 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;

3. Develop a rapid response plan to address immediate staffing concerns raised by the charge nurse in the event that additional nurses or other resources are not readily available.
 4. Monitor monthly patient acuity, census, changes in patient population, work schedules, throughput, etc., to identify trends requiring potential changes in nurse staffing
 5. Review, assessment, and response to staffing concerns presented to the committee.
 6. Devise and implement the mechanism to post, in a public area on each patient care unit, the nurse staffing plan and the nurse staffing schedule for that shift on that unit, as well as the relevant clinical staffing for that shift. The mechanism must include a method to make available to patients and visitors upon request the staffing plan and current staffing levels.
5. Communicate committee activities; minutes and related materials will be distributed to all areas where nursing is practiced in the hospital.

III. REPORTING & DATA COLLECTION

For every unit & shift, the hospital will collect the following data, and provide such data on a monthly basis to the Nursing Staffing & Resource Committee: Reports on compliance with Staffing Matrices, including overtime, extra shifts, double shifts, agency, travelers, floats, per diem, unmet breaks or meals, planned or unplanned absences, vacancies and any nurse sensitive quality indicators currently collected by the hospital.

IV. MEMBERSHIP

- a) There shall be sixteen (16) voting members of the committee. Eight (8) will be appointed by the union, and eight appointed by the hospital. Both parties will work through the interest-based problem solving process to attempt to reach consensus where appropriate.
- b) Additional ad-hoc members will be at the discretion of the co-chairs, but will be nonvoting. Ad hoc members may include the Director of Human Resources, and the Nursing Resource Management Coordinator.

V. MEETING FREQUENCY

The Committee shall meet monthly for two (2) hours unless the parties agree otherwise. Each Committee member shall be given release time as needed. Attendance at the Committee meetings by RN members will be at the base rate of pay plus any shift differential, excluding premiums other than overtime pay when applicable.

- a) For the purposes of producing the staffing plan, beginning September 1, of every year, the Nursing Staffing & Resource Committee will meet weekly at a mutually agreed upon time (between the Union and Employer) until completion of the annual staffing plan. The annual staffing plan will be completed no later than March 31 of each year.
- b) Minutes shall be taken at the Nursing Staffing & Resource Committee and shall be posted by committee members on all nursing units once approved by the committee co-chairs.
- c) During the Staffing Plan process the Chief Nursing Officer/designee will submit the proposed staffing plan as designed by the Committee for review during the preliminary budgetary process. If the staffing plan as designed is not approved during the preliminary budgetary process, the Chief Nursing Officer/designee will initiate meeting(s) of the Committee to discuss and make Committee based adjustments before the final budget is approved.

VJ. Commitment to Staff Consistent with Staffing Plans. The Hospital commits to follow the determined staffing plans except possibly in rare cases involving an internal or external disaster.

VII. In accordance with RCW 70.41.420, VMC will not retaliate against any nurse performing any duties or responsibilities in connection with the Nurse Staffing and Resource Committee.

22.4 Unit Based Committees

I. PURPOSE

Provide initial draft of the unit's staffing plan to the Nursing Resource and Staffing Committee.

- a) Assess and problem solve the workload and flow of the unit including review of any unit-based staffing concern forms and make any recommendations accordingly.
- b) Improve the quality and effectiveness of nursing care delivered at the unit level.
- c) Provide feedback to, and receive feedback from, the Professional Practice Committee, the Nursing Staffing and Resource Committee, and the Education and Professional Development Committee as needed.
- d) All organized nursing units will have a unit-based committee. In the event that any Unit Based Committee is unable to adequately address all Professional and Conditions of work issues, they may agree that a separate committee be convened to deal with Professional Practice issues. Any such additional committee will report their findings to the Professional Practice Committee.

II. SCOPE

Authorized to implement changes that affect core processes at the unit level, but do not extend beyond unit level.

- a) Recommend change that impacts processes beyond the unit level.
- b) Identify trends in acuity, census, patient population and other factors that may affect staffing workload and submit to Nurse Staffing and Resource Committee for consideration of changes to the staffing plan.

III. MEMBERSHIP

- a) The unit-based committees shall be co-chaired by a Union-designated unit representative, and a management representative.
- b) Each shift will have a staff nurse and a non-staff nurse employee representative appointed by the Union.
- c) Input from staff nurses and other patient care staff in each unit will be sought.
- d) Additional participants may be invited for specific topics where expertise and background are needed.

IV. MEETING FREQUENCY

The Committee will meet monthly unless the members of the Committee agree to more or less frequent meetings. Each Committee member shall be given release time as needed.

Attendance at the Committee meetings by RN members will be at the base rate of pay plus any shift differential, excluding premiums other than overtime pay when applicable. Minutes shall be

taken at the Unit Based Committee and shall be posted by Committee members on all nursing units once approved by the Committee co-chairs.

V. VMC will not retaliate against any nurse performing any duties or responsibilities in connection with the Unit Based Committees.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.1 Grievance Defined.

A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto.

Step 1 - Nurses, Union Delegate and Immediate Supervisor. The nurse shall first attempt to resolve the problem immediately with the nurse's immediate supervisor, and in no event later than fourteen (14) calendar days of the nurse's knowledge that the grievance exists. The Union delegate shall be present if requested by the nurse. The immediate supervisor shall be given seven (7) calendar days to resolve the problem. This provision shall not limit participation at this step by peer level personnel representing either party.

Step 2 - Nurse, Union Representative(s), Patient Care Services Management and Vice President of Human Resources. If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse, to the best of his or her ability, shall reduce the grievance to writing, setting forth the detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the remedy sought, and shall present same to the Patient Care Services management of the unit involved with a copy to the Vice President of Human Resources within seven (7) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Union representative(s), if requested by the employee) and the Patient Care Services management of the unit involved shall be held within seven (7) calendar days following the receipt of the grievance at this Step. The Patient Care Services management of the unit involved shall issue a written reply within seven (7) calendar days following the conference.

Step 3 - Senior Vice President of Patient Care Services and Union Representative(s). If the matter is not resolved in Step 2, the grievance shall be referred in writing to the Administrator/Patient Care Services and/or designated representative by the grievant or the Union within seven (7) calendar days of the receipt of the Step 2 response. Within ten (10) days of receipt of the written notice, the Senior Vice President of Patient Care Services or designee and Patient Care Services management of the unit involved and Vice President of Human Resources shall meet with the nurse and Union representative(s) for the purpose of resolving

the grievance. The Senior Vice President of Patient Care Services or designee will issue a written reply within seven (7) calendar days of the meeting of the parties.

Step 4 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, and 3 herein, either party may submit the issue in writing to arbitration within fourteen (14) calendar days following the date the written reply in Step 3 by the Senior Vice President of Patient Care Services is received. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one remains. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

23.2 Union Grievance.

The Union may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within fourteen (14) calendar days of the nurse's knowledge that the grievance exists.

23.3

The union agrees to use its best efforts to encourage bargaining unit employees to resolve issues of disagreement directly with their immediate supervisor. Likewise, the Medical Center agrees to use its best efforts to encourage supervisors/managers to resolve issues of disagreement directly with the affected bargaining unit employees.

ARTICLE 24 - UNINTERRUPTED PATIENT CARE

It is recognized that the Employer is engaged in a public service requiring continuous operations and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Union during the term of this Agreement. Neither the Union nor its members, agents, representatives, nurses or persons acting in concert with them shall incite, encourage, or participate in any strike, walk-out, sympathy strike, slow-down, or other work stoppage of any nature whatsoever. In the event of any strike, walk-out, sympathy strike, slow-down, or work stoppage, or a threat thereof, the union and its officers will do everything within their power to

end or avert same. A nurse participating in any strike, walkout, sympathy strike, slow-down, or work stoppage will be subject to immediate dismissal. Employer agrees that during this same period there shall be no lock-outs. In the event of a strike by employees in another bargaining unit, nurses shall not be required to perform other than usual duties.

ARTICLE 25 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. Except as modified elsewhere in this Agreement, the Union further recognizes the right of the Employer to operate and manage the Center, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote, or discharge nurses for just cause, provided, however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees except under limited circumstances required by Senate Bill 6675; and to promulgate rules, regulations, and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement or exercised in an arbitrary or capricious manner. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Medical Center on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 26 - GENERAL INFORMATION

26.1 Separability.

If any provision of this Agreement is held unlawful or invalid by any court of competent jurisdiction or through governmental regulation or decree, the Employer and the Union shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement.

26.2

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

26.3

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

Existing practices not contained in this contract which have a bearing upon the quality of working conditions shall not be modified or eliminated without first submitting the proposal to the Joint Labor/Management Committee provided for in Article 22.1 of this Contract for review and recommendation.

26.4 Complete 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 Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

26.5 Personnel Rules and Regulations.

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. If mandatory on-call policies are changed in a way that places greater restrictions upon nurses, unscheduled hours, the Union will be given notice at least thirty (30) days prior to

implementation. Upon request by the Union, the change shall be reviewed by the Labor/Management Committee.

26.6 Dress and Grooming.

The Dress Code, as it pertains to nursing, may be one of the agenda items of the Labor/Management Committee. The Employer will provide the nurses with policies, procedures, equipment, supplies and education necessary to meet all appropriate health-related standards of OSHA and CDC. The Employer will notify the union of reasons for rejecting regulations, if any are rejected.

APPENDIX A

TEN HOUR SHIFTS

1. These terms apply to nurses scheduled to work a ten hour shift (this Appendix does not apply to nurses working shifts of other lengths who work a combined 10 hours).
2. Work day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting often and one-half(10 1/2) hours to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest breaks.
3. Work Period Overtime Pay. Nurses who work in excess often (10) hours in any day or in excess of (40) hours during a seven (7) day work week period will be paid for the excess work hours at the rate of one and one-half(1 1/2) times their regular pay rate. If a nurse works more than three (3) hours beyond the end of a ten (10) hour shift, all overtime hours after completion of the 12th hour will be paid at the rate of two times (2x) the regular rate of pay.
4. Holiday Pay. When a holiday falls on a scheduled day off due to a clinic or unit closure or rotation of holiday schedule, full-time ten (10) hour shift nurses shall receive straight time pay for a ten (10) hour shift. A .9 FTE will be considered as a full-time nurse. Holiday pay for part-time nurses will be prorated based on FTE and being scheduled to work a ten hour shift.
5. Pay for Holiday Worked for 10 hour Shifts.
 - 5.1 Nurses working on a holiday will be paid one and one-half(1-1/2) times the regular rate of pay for hours worked during a 10 hour shift; two (2) times the regular rate of pay for any hours worked in excess of the nurse's 10 hour shift; and holiday pay at straight time for the 10 hour shift.
 - 5.2 Holiday pay for nurses working the night shift shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday. Effective upon notice to the Union by the Employer within 90 days of ratification of this Agreement and for the rest of the term of this Agreement, holiday pay for nurses working the night shift shall be given for hours worked between 11pm the night preceding the designated calendar date for the holiday and 11 pm on the designated calendar date for the holiday. (See examples under Article 15.6)

APPENDIX B

TWELVE HOUR SHIFTS

1. These terms apply to nurses scheduled to work a twelve hour shift (this Appendix does not apply to nurses working shifts of other lengths who work a combined 12 hours).
2. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid meal period and three (3) fifteen (15) minute paid rest breaks.
3. Work Period Overtime Pay. Nurses who work in excess of twelve (12) hours in any day or in excess of (40) hours during a seven (7) day work week period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. If a nurse works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours after completion of the 12th hour will be paid at the rate of two times (2x) the regular rate of pay.
4. Holiday Pay. When a holiday falls on a scheduled day off due to a clinic or unit closure or rotation of holiday schedule, full-time twelve (12) hour shift nurses shall receive straight time pay for a twelve (12) hour shift. A .9 FTE will be considered as a full-time nurse. Holiday pay for part-time nurses will be prorated based on FTE and being scheduled to work a twelve hour shift.
5. Pay for Holiday Worked for 12 hour Shifts.
 - 5.1 Nurses working on a holiday will be paid one and one-half (1-1/2) times the regular rate of pay for hours worked during a 12 hour shift; two (2) times the regular rate of pay for any hours worked in excess of the nurse's 12 hour shift; and holiday pay at straight time for the 12 hour shift.
 - 5.2 Holiday pay for nurses working the night shift shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday. Effective upon notice to the Union by the Employer within 90 days of ratification of this Agreement and for the rest of the term of this Agreement, holiday pay for nurses working the night shift shall be given for hours worked between 11pm the night preceding the designated calendar date for the holiday and 11 pm on the designated

VMC Wage Increases

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MEMORANDUM OF UNDERSTANDING ONE

TRANSITION OF CASE MANAGERS AND LACTATION CONSULTANTS AND HEALTHCARE ASSESSMENT NURSES INTO BARGAINING UNIT

The Employer and the Union agree as follows regarding transitioning the following job positions into the bargaining unit:

A. Lactation Consultants

1. Lactation Consultants shall be paid in accordance with Wage Scale C-1 (RN)
2. By the next full pay period after ratification of the contract Lactation Consultants employed at the time of ratification shall be moved to that step on the RN wage scale that is closest but not less than their current base wage at the time of ratification. If the Lactation Consultant's years of experience, including years of service at Valley Medical Center, is greater than that pay step, the Lactation Consultant will move ahead to that step which reflects his/her higher years of experience and service, not to exceed four (4) steps reflected on the pay scale.
3. On June 1, 2016, any Lactation Consultant whose years of experience, including years of service at Valley Medical Center, is greater than his/her wage step at that time will move to the appropriate step that reflects the high years of experience and service.
4. All current practices regarding scheduling including shift scheduling of Lactation Consultants shall remain in effect.
5. Within sixty days of the ratification of this Agreement, upon request by either party, the Parties will meet to discuss mutually agreeable operational changes to transition Lactation Consultants into the Bargaining Unit.

B. RN Case Managers

1. Case managers shall be paid and moved through their steps in accordance with Wage Scale C-2 (Case Managers)
2. By the next full pay period after ratification of the contract Case Managers employed at the time of ratification shall be moved to that step that is closest but not less than their current base wage at the time of ratification. If the Case Manager's years of experience, including years of service at Valley Medical Center, is greater than that pay step, the Case Manager will move ahead to that step which reflects his/her higher years of experience and service, not to exceed four (4) steps reflected on the pay scale.
3. On June 1, 2016, any Case Manager whose years of experience including years of service at Valley Medical Center, is greater than his/her wage step at that time will move to the appropriate step that reflects the high years of experience and service.
4. All current practices regarding shift scheduling of Case Managers shall remain in effect.
5. Within sixty days of the ratification of this Agreement, upon request by either party, the Parties will meet to discuss mutually agreeable operational changes to transition Case Managers into the Bargaining Unit.

C. Health Assessment Nurses

1. Health Assessment Nurses shall be paid in accordance with the RN wage scale.
2. By the next full pay period after ratification of the contract Health Assessment Nurses employed at the time of ratification shall be moved to that step on the RN wage scale that is closest but not less than their current base wage at the time of ratification. If the Health Assessment Nurse's years of experience, including years of service at Valley Medical Center, is greater than that pay step, the Health Assessment Nurse will move ahead to that step which reflects his/her higher years of experience and service, not to exceed four (4) steps reflected on the pay scale.
3. On June 1, 2016, any Health Assessment Nurse years of experience including years of service at Valley Medical Center, is greater than his/her wage step at that time will move to the appropriate step that reflects the high years of experience.
4. All current practices regarding scheduling including shift scheduling and travel of Health Assessment Nurses shall remain in effect.
5. Within sixty days of the ratification of this Agreement, upon request by either party, the Parties will meet to discuss mutually agreeable operational changes to transition Health Assessment Nurses into the Bargaining Unit.

MEMORANDUM OF UNDERSTANDING TWO

MEAL PERIODS AND REST PERIODS

The Employer and the Union agree that providing meals and rest breaks during the work day are an important health and safety concern. The Employer will ensure that managers maintain an appropriate meal and break release process to ensure each employee receives timely breaks on each worked shift.

The Employer has previously added significant staff levels to various departments to ensure adequate staff are available to relieve staff for their breaks. This practice will continue. In addition, within 30 (thirty) days of ratification of this Agreement, the Employer will ensure every department/work group has a clear schedule for uninterrupted meal and rest breaks visibly posted in the department.

Deviations from the posted break schedule will only be allowed with prior arrangement with the charge nurse, CAR, or shift supervisor. If the employee believes he/she will be unable to take their scheduled rest break, the employee must notify their charge nurse or person in charge prior to the scheduled break. That in-charge person will ensure the employee is granted a break.

Employees will not be disciplined or receive any recrimination by reporting missed meal periods or rest breaks.

MEMORANDUM OF UNDERSTANDING THREE

VACATION REQUESTS

The Employer shall make all reasonable efforts to approve the maximum number of vacation requests by employees. If the Employer denies a vacation request, the Employer will notify the employee of the denial and the reasons for the denial, in writing. Proposed mitigations brought forward by the employee will be given full consideration by the department manager. If at any time employees in a department believe vacation requests are being unreasonably denied, employees should utilize the unit-based committee or Labor/Management Committee for assistance in process improvement.

MEMORANDUM OF UNDERSTANDING FOUR

REGARDING RELIABLE ATTENDANCE

The parties mutually recognize that a high volume of sick call-outs can present challenges to the delivery of quality patient care, workloads of on-duty staff, and scheduling. The parties agree that when nurses are sick, they should stay home for their own benefit and for the benefit of their patients and co-workers. At the same time, the parties also share a mutual interest in ensuring that sick leave is used only for its intended purpose. The parties also agree that nurses should make every effort to fulfill their scheduled work shifts, including the commitment for weekend work described in Section 7.6.

Within 30 days of ratification of this Agreement, the RN Labor-Management Committee shall convene to discuss and implement steps to ensure appropriate use of sick leave. Such steps may include, but are not limited to, creating joint messages to nurses and educating nurses about the impact of overall sick leave usage on hospital operations.

The parties further recognize that under Section 16.1.1 nurses may not be disciplined for "legitimate use of sick leave" but that "Abuse of sick leave shall be grounds for discipline."

MEMORANDUM OF UNDERSTANDING FIVE

BARGAINING TEAM-PAID RELEASE TIME

Valley Medical Center agrees to provide paid release time for negotiations of a successor collective bargaining agreement up to a maximum of eight nurses and a maximum of four sessions. Compensated release time shall be for regular straight time hours.

MEMORANDUM OF UNDERSTANDING SIX

HEALTHCARE LEADERSHIP FUND/COPE DEDUCTION AND SOLICITATIONS

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse VMC for its reasonable cost of administering the Healthcare Leadership Fund/COPE check off in the parties' Collective Bargaining Agreement. VMC and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover VMC costs of administering this check off. Accordingly, the parties agree that VMC will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the Healthcare Leadership Fund/COPE check off provision in the parties' Collective Bargaining Agreement to reimburse VMC for its reasonable costs of administering the check off.

In consideration for the Employer's Agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit nurses nor Union representatives will solicit for political action fund deductions in patient care areas nor will there otherwise be any disruption to patient care.

MEMORANDUM OF UNDERSTANDING SEVEN

PREMIUM PAY FOR EMPLOYER DESIGNATED EXTRA SHIFTS - PREMIUM PAY ELIGIBILITY AND SCHEDULING

I. EXTRA SHIFT PREMIUM PAY ELIGIBILITY

1. Nurses who occupy a budgeted position of 0.6 FTE or greater. Per diem employees are not eligible for extra-shift pay.
2. The nurse must also have fulfilled their normal FTE before the nurse can be eligible. An FTE is considered fulfilled if the time is covered by:
 - a) Actual hours worked
 - b) Mandatory low census
 - c) Mandatory CE
 - d) Approved and pre-scheduled vacation
3. Extra shifts will be used to cover any unit within a clinical grouping.
4. Extra shift premium pay may only be given for Employer designated:
 1. Pre-scheduled extra shifts
 2. Staffing Office extra shifts
 3. Call-in extra shifts

4. Live Process extra shifts

II. PROCESS

A. PRE-SCHEDULED EXTRA SHIFT - SCHEDULING PROCESS

1. Such Pre-scheduled extra shifts will be scheduled by seniority on a rotational basis, with seniority determined at the time the schedule is being posted.
 - a) Most senior nurse has first choice for a pre-scheduled extra shift.
 - b) All remaining extra shifts will then be offered by seniority in rotation of all those interested at the unit level.
 - c) When the final schedule is posted, all remaining extra shifts will be on a first come, first serve basis.
2. At the unit level the Employer may designate certain pre-scheduled shifts as extra shifts eligible for extra shift premium pay.

B. STAFFING OFFICE EXTRA SHIFT - SCHEDULING PROCESS

1. Nurses who want to work an Employer designated extra shift and be eligible for extra shift premium pay must sign up in the Staffing Office, on a list. Staffing Office Extra Shifts will be on a first come, first sign-up basis.
2. Double-back extra shifts shall be scheduled in the book in the Staffing Office. Preference for extra shifts will always be given to those not requiring double-back. Sign up for extra shifts will be dated and will be on a first-come first-served basis.
3. The staffing office of the Employer may designate certain pre-scheduled shifts as extra shifts eligible for extra shift premium pay.

C. CALL-IN EXTRA SHIFT - SCHEDULING PROCESS

1. Nurses who are not scheduled to work, but get a call/text from management to see if they can work an employer designated extra shift, will receive extra shift premium pay for hours worked.
2. The Employer may designate certain call-in extra shifts as extra shifts eligible for extra shift premium pay.

D. LIVE PROCESS EXTRA SHIFT - SCHEDULING PROCESS

1. Live Process Extra Shift premium pay will be paid to a nurse responding to a Live Process notification from the staffing office based on a "first come first served" basis.
2. When responding to a Live Process notification, the nurse must make verbal contact (no voicemail) with a staffing coordinator to receive Live Process Extra Shift premium pay.
3. All Live Process Extra Shifts will receive Extra Shift premium pay.

III. CANCELLATION OF EXTRA SHIFTS

1. In periods of low census reduction of staff, the extra shifts will be cancelled after agency and overtime cancellations, and before volunteers or float pool staff.
2. Extra shifts will be to cover the employee's own unit and will not require you or your co workers to float.

3. In lieu of low census cancellations, an employee may volunteer or agree to float.
4. The Staffing Office will maintain a priority list of those employees who in lieu of low census are willing to float.
5. In situations of multiple extra shifts on one unit, cancellations will be in reverse order of sign up.
6. Nurses shall be advised no less than ninety (90) minutes prior to the commencement of their extra shift if their extra shift is to be canceled. If the nurse is not notified in a timely fashion and reports to work, then the nurse will be guaranteed a minimum of four (4) hours pay at the nurse's straight-time base rate of pay.

IV. EXTRA SHIFT PREMIUM PAY RATES

1. Time and half(1.5X) for part-time employees
2. Double time (2X) for full-time employees (For purposes of this pay rate, 0.9 FTE and above will be considered full-time)
3. Full time employees are eligible for not more than one (1) extra-shift at double time rate of pay per pay period. Thereafter, full time employees who work additional hours will be paid per current contract.

MEMORANDUM OF UNDERSTANDING EIGHT

STAFFING DEMONSTRATION PROJECT

Valley Medical Center and SEID Healthcare 1199NW agree that they jointly implemented a staffing demonstration during the term of the last Bargaining Agreement. All steps of that project have been implemented except that the Parties are waiting for the final outside consultant research report. At such time as that report is received the parties agree that no public release of data will be allowed without mutual agreement.

MEMORANDUM OF UNDERSTANDING NINE

BACK INJURY PREVENTION

It shall be the policy of the Employer to ensure that adequate lift equipment is available, for all units and shifts that require them. Lift team personnel and/or supplemental staff shall assist nurses and other direct care staff with lifting, and transferring and transporting patients. Lift team personnel also shall educate staff on proper lifting techniques, and on proper use of lifting equipment.

MEMORANDUM OF UNDERSTANDING TEN

REGARDING GRANDFATHERED UNION MEMBERSHIP

Although according to Article 3.1 of the Agreement, all employees covered by the Agreement are required to become and remain members in good standing of the Union or pay an equivalent amount in monthly dues to a charity, the parties agree that those employees employed on the date this Agreement is ratified, who are not members of the Union, shall have the option of remaining non-members and shall have no obligation to pay dues or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with Article 3 thereafter.

Agreed effective Dec. 17, 2015, the date of ratification of the agreement.

MEMORANDUM OF UNDERSTANDING ELEVEN

UNION RECOGNITION

1. Under the following terms and conditions the Employer agrees to accrete to the RN bargaining unit any non-supervisory and non-managerial registered nurses in job titles requiring an RN license currently not included in the bargaining unit-at facilities owned and operated by VMC.

2. The accretion of RNs in each job title will occur when the union obtains and demonstrates that it has authorization cards from a majority of nurses in that job title. Proof of majority status shall be based on signed authorization cards or petitions verified, if requested by either party, by a mutually agreeable third party. Such third party will also be empowered to resolve any disputes that may arise concerning the signed cards. If the third party determines that a majority of the affected nurses wish to be represented by the Union, the Employer will immediately recognize the Union as the representative of the designated nurses, accrete the nurses to the current bargaining unit. The designated nurses will be covered by the terms and conditions of the current Agreement however upon request by either Party, the parties will promptly meet and discuss mutually agreeable operational changes to transition the designated nurses to the Agreement.

3. Upon notification by the Union of its intent to accrete non-represented RNs, the employer will provide the union with a list of names, borne addresses, hours of work, job classifications and work locations of all affected nurses in the job title. In accordance with the Union Access

terms of this Agreement, the union will be allowed access to the facilities of the employer for the purpose of meeting with and distributing literature to the designated non-represented nurses. The union agrees that it will not disrupt the normal business and patient care of the facility.

4. The Employer will not oppose efforts by the nurses to organize. The employer (and its supervisors and agents) will not take any action or make any statement that will directly or indirectly state or imply any opposition by the employer to the selection by the nurses of a collective bargaining agent.

MEMORANDUM OF UNDERSTANDING TWELVE

SCHEDULING TRANSITION

Within ninety days of ratification of this Agreement the development of the schedule, which includes vacations, for all staff on the inpatient units will transition to a decentralized model in which the staff and management work collaboratively at the unit level to produce balanced schedules following the scheduling/staffing policy. Management ultimately has oversight and responsibility for ensuring resources are appropriately allocated according to the unit staffing plan.

MEMORANDUM OF UNDERSTANDING THIRTEEN

MEDICAL PLAN TRANSITION

To aid in transition to the new medical plan, during 2016 the medical plan will have the following components and VMC will subsidize the designated employee financial responsibilities as follows.

- A. Premium Subsidy for Full-Time Employees
 - 1. Full time Employee Only Premiums: \$0
 - 2. Full time Employee plus Spouse Premiums in excess of \$90
 - 3. Full time Employee plus Children Premiums in excess of \$45
 - 4. Full time Employee plus Family Premiums in excess of \$135
- B. Premium Subsidy for Part Time Employees
 - I. Part time Employee Only Premiums: \$0
- C. Deductible Subsidy

- I. Individual in excess of \$300/year
2. Family in excess of 600/year

- D. Out of Pocket Maximum Subsidy
 1. Individual in excess of \$2000/year
 2. Family in excess of 4000/year

- E. VMC will add a chronic disease management component to the Medical Plan for 2016.

- F. The monthly surcharge if a Spouse/Dependent is eligible for coverage through their employer will be \$100.00/month.

- G. Spouses are excluded from Wellness requirement.

MEMORANDUM OF UNDERSTANDING FOURTEEN

LABOR-MANAGEMENT HEALTHCARE BENEFITS COMMITTEE

1. In January 2016, the Parties will convene a Labor Management Healthcare Benefits Committee to study healthcare plan design and cost with initial recommendations to the Employer by September 30, 2016. The Employer and the Union will invite participants from other unions representing VMC employees. There will be no more than twelve participants (four from the Employer and eight from the unions) unless mutually agreed otherwise. It is anticipated that the Committee will, with the assistance of a jointly agreed upon Facilitator, develop an agenda and request for outside experts.

2. It is anticipated that a chief focus of the Committee will be on the wellness program components which will include a tobacco cessation program, free flu shots at work, an annual preventative check-up, two dental visits per year, and completing an online health assessment as well as other components and incentives as developed by the Committee and adopted by the Employer.

3. In addition to the development of a wellness plan, the Committee may review and make recommendations on healthcare benefit plan design and cost. The Committee may focus on:
 - Promoting consumer education and prudent health care purchasing;
 - Maximizing prevention strategies and benefits;
 - Evaluating plan design and utilization to identify potential cost savings;
 - Evaluating disease management programs, and

- Education regarding the use of generic drugs.
4. After September 30, 2016, the Committee will meet at least quarterly to review the effectiveness of the wellness plan and the healthcare benefit plan and make recommendations for subsequent plan years.
 5. In the event that the Committee does not produce a joint recommendation on revisions to the employee Healthcare Plan, the Employer will maintain the same pricing from the 2016 House-Wide plan year for premiums, deductibles and annual out of pocket maximums during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING FIFTEEN

RATIFICATION BONUS

Upon ratification by the employee members of this bargaining unit and the signing by the Employer and the President of the Union of this Agreement, all full and part time employees employed on the date of ratification shall be eligible for a one-time payment, of one thousand two hundred and fifty dollars (\$1,250) pro-rated based on FTE and less legal taxes and withholdings. For purposes of this payment, (1) a .9 FTE will be considered a full-time 1.0 FTE and, (2) a Per Diem employee will be considered as having a .2 FTE. Such payment will be made to employees the next full pay period after ratification and signing of this Agreement. This Ratification Bonus is contingent upon ratification by the bargaining unit of this Agreement before December 31, 2015