

COLLECTIVE BARGAINING AGREEMENT

By and Between

AUBURN REGIONAL MEDICAL CENTER and UNITED STAFF NURSES UNION, Local 141 UFCW

THIS AGREEMENT is made and entered into by and between AUBURN REGIONAL MEDICAL CENTER (hereinafter referred to as the “Hospital” or “Employer”) and the UNITED STAFF NURSES UNION, LOCAL 141, chartered by the United Food and Commercial Workers International Union, AFL-CIO (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.

ARTICLE 1 – RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time, and per diem nurses employed as registered nurses by the Employer; excluding supervisory and administrative/management positions and all other employees.

1.2 New Positions. New job classifications established during the term of this Agreement that fall within the jurisdiction of the Union shall be covered by this Agreement unless they are supervisory or administrative/management positions. The Union shall be notified of any such new classifications established by the Employer.

ARTICLE 2 – UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership. All full-time and part-time nurses who are members of the Union at the time of the signing of this Agreement, and all full-time and part-time nurses who voluntarily join the Union during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of Union dues on a timely basis. Nurses 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 nurse fulfills the membership obligations set forth in this Agreement within that thirty (30) day period. Any nurse who is a member of the

Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail within the last ten (10) days prior to the expiration date of this Agreement. This section shall apply to nurses presently classified or subsequently reclassified to per diem nurse status.

2.1.1 New employees hired after the effective date of this Agreement shall have twenty-one (21) calendar days to notify the Union of their intention not to join the Union. Such notice shall either be in person or by certified mail. In the event that the new employee fails to exercise the foregoing option within twenty-one (21) calendar days, then that employee shall be required to become and remain a Union member in good standing within thirty-one (31) days from the date of employment. An employee failing to maintain good standing within the Union after the waiver of this option and the passing of thirty-one (31) days shall, after receiving thirty (30) days written notice, be terminated upon written request from the Union to the Hospital.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each nurse who voluntarily executes a wage assignment (“dues check-off”) authorization form. When filed with the Employer, the due check-off form will be honored in accordance with its terms. A copy of the authorization form to be used by members is set forth as Exhibit A to this Agreement. The amount deducted and a roster of all nurses using payroll deduction will be promptly transmitted to the Union by 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 Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse, or for other actions taken by the Employer pursuant to this Article

2.3 Bargaining Unit Roster. Upon written request, but not more frequent than once each quarter, the Employer shall provide the Union with a list of names, addresses, social security number, FTE status, date of hire, classification and unit assigned for all bargaining unit nurses covered by this Agreement. The Employer will provide the union with the names of new hires on a monthly basis.

2.4 Contract and Job Description. The Employer will give each newly hired nurse a copy of the Employee Handbook, this Agreement, a Union membership application, and payroll deduction form, and the nurse’s job description. The Union will provide copies of this Agreement to the Employer in sufficient number that they may be distributed to every nurse. Additional copies of this Agreement provided by the Union shall be available in Human Resources.

ARTICLE 3 – UNION REPRESENTATION

3.1 Access to Premises. Duly authorized representatives of the Union will have access at reasonable times to those areas of the Hospital premises which are open to the general public for the purpose of investigating contract compliance.

Union representatives may have access to nursing units or other patient care areas when advance approval has been obtained from the Director of Human Resources or Nursing Supervision after hours. Access to Hospital premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital. A representative of management may accompany Union representatives at all times in any patient care areas, but will remain at a distance necessary to provide privacy for the Union Representative and the nurse.

Union Representatives, like other non-employee visitors, must wear identification badges provided by Human Resources and/or the House Supervisor (if Human Resources is closed). Those badges shall be provided on a daily basis.

3.2 Bargaining Unit Representative. The Union shall have the right to select a Bargaining Unit Representative from among nurses in the unit. The Bargaining Unit Representative shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees. The Unit Representative will be recognized by the Employer until the Union provides the Employer with written notice of their replacement.

3.3 Bulletin Boards. The Employer shall provide space on the first floor bulletin board and on designated bulletin boards in the nursing units for the use of the local unit. All materials posted on the bulletin board must, prior to posting, be approved by the Director of Human Resources and signed by a designated Bargaining Unit Representative. Materials which may be posted include training and educational information, professional nursing and health care related matters, meeting notices and local unit newsletters. The Union agrees to limit the posting of Union Material to the designated bulletin boards.

3.4 Meeting Rooms. The Union shall be permitted to use designated premises of the Employer for health care related educational meetings of the bargaining unit, with or without Union staff present, subject to sufficient advance request for meeting facilities made to the designated Administrator, hospital policy and space availability.

3.5 A Union staff person may, with reasonable prior notice to the Hospital, attend Nurse Practice Committee meetings as a resource person. A Union staff person

may attend a Conference Committee meeting as a resource person whenever the parties mutually request such attendance.

3.6 Negotiations. Nurses who are designated by the Union to serve on the Union's negotiating team will be allowed unpaid released time as may be consistent with patient-care needs to attend negotiation sessions. The supervisor will make reasonable efforts to work with the nurse.

Nurses so designated will use their best efforts to help make arrangements to cover their shifts, on days when negotiations are on their scheduled work days. If coverage is not obtained, the nurse will work their scheduled shift.

Where the negotiation schedule permits, nurses will work with their managers, prior to a monthly schedule being finalized, to schedule negotiation days as time off.

ARTICLE 4 – DEFINITIONS

4.1 Resident Nurse. A registered nurse 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. A resident nurse shall be assigned under the close and direct supervision of a designated registered nurse(s) and shall have limited responsibilities as defined by the supervisor. Residency shall not exceed six (6) continuous months unless extended in writing for an additional three (3) months when mutually agreed to by the Employer and individual nurse(s) involved. A resident nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a staff nurse shall be compensated at the staff nurse rate of pay. Nurses working under close and direct supervision shall not be assigned charge duty or as a team leader without a staff nurse being present in the unit, except in cases of emergency.

4.2 Staff Nurse. A registered nurse who is responsible for the direct and indirect nursing care of the patient. An experienced registered nurse, returning to practice, who has recently satisfactorily completed a nursing refresher course approved by the Director of Nursing Services shall be classified as a staff nurse for starting salary purposes.

4.3 Charge Nurse. A registered nurse who is designated by the unit supervisor to be responsible for the management and coordination of patient care on an organized nursing unit for a specific shift. Such assignments may be rotated by the Hospital, or may be changed when nursing administration determines a nurse is not meeting Hospital expectations as a Charge Nurse. The definition of an "organized unit" shall be defined by the Hospital. A day shift relief Charge Nurse will be designated when appropriate. Each organized unit shall have a nurse designated as charge for each second and third shift. Charge Nurse premium shall be paid for all hours assigned as charge.

4.4 Full-time Nurse. A nurse who works on a regularly scheduled basis at least forth (40) hours per week or eighty hours (80) in a fourteen (14) day period and who

has successfully completed the required appraisal period. Notwithstanding the foregoing and exclusively for medical benefit purposes, a full-time nurse is one who works on a regularly scheduled basis at least thirty-two (32) hours per week or sixty-four (64) hours in a fourteen (14) day period and who has successfully completed the required appraisal period.

4.5 Part-time Nurse. A nurse who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week, and who has successfully completed the required appraisal period. Unless provided for herein, a part-time 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. Notwithstanding the foregoing and exclusively for medical benefit purposes, a part-time nurse is one who is regularly scheduled to work twenty (20) or more hours per week, but less than thirty-two (32) hours per week, and who has successfully completed the required appraisal period.

4.6 Per Diem. A nurse intermittently scheduled to work to augment permanently scheduled staff. Such per diem nurses must be available for work at least one weekend per month based on staffing needs as determined by the Employer. Per diem nurses must also be available to work at least one of the major holidays, e.g., Thanksgiving Christmas and New Years and one of the major summer holidays, e.g., Memorial Day, Fourth of July and Labor Day, per year. Such nurses shall be paid in accordance with the wage schedule set forth in Article 8 of this Agreement. Per Diem nurses may be used to fill vacant shifts in the schedule after full-time and part-time nurses have been scheduled.

Per diem nurses shall not accrue seniority nor any fringe benefits compensation except shift differential, weekend premium pay, work in advance of shift (if called), standby pay, report pay, per diem call in pay (as covered in 9.3.1), and charge pay when applicable. Per Diem nurses shall be paid time and one-half (1 ½) the stipulated rate of pay on holidays worked and for all time worked in excess of the normal work period and workday as defined in Article 7. Any regular status nurse reclassified to per diem status shall have all accrued annual leave cashed out and sick leave benefits banked until the nurse is returned to regular status.

The seniority level of any currently employed full-time or part-time nurse who elects per diem status will be held for twelve (12) months after the election in the event the nurse chooses to return to regular full-time or part-time status.

4.7 Probationary Nurse/Appraisal Period. 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 for less than 520 hours of continuous employment. The appraisal period may be extended by the Employer, the conditions of which shall be specified in writing. Upon completion of the appraisal period, the employee shall become a staff nurse. This provision shall not adversely affect a nurse's eligibility for medical and dental insurance. During the appraisal period, a nurse may be terminated without notice and without

recourse to the grievance procedure. Probationary nurses shall be required to give fourteen (14) days' notice of intention to terminate.

4.8 Month and Year. For purposes of this Agreement and the method of computing wages, longevity increments, seniority, benefits (except vacation time) and conditions of employment provided herein, a "month" shall be defined as 173.3 hours of work and a "year" shall be defined as 1,664 hours of work or twelve (12) months, whichever comes last. Time paid for, but not worked (excluding standby pay), shall be regarded as time worked for purposes of computing wages and benefits, except as otherwise provided in this Agreement. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 1,664 hours within any twelve (12) month period.

4.9 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing and evaluating the new skill development of a nurse, nursing technician, nursing assistant or licensed practical nurse enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific criteria-based and goal directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses. Details of the preceptor program are an appropriate subject for discussion by the Nurse Practice Committee.

ARTICLE 5 – EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

5.2 Notice of Resignation. Nurses shall be required to give at least fourteen (14) days' written notice, of resignation. Failure to give notice shall result in loss of accrued fringe benefits. The Employer will give consideration to situations that would make such notice by the nurse impossible.

5.3 Discipline and Discharge. No nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as where appropriate, verbal and written reprimands and the possibility of suspension without pay). Disciplinary actions shall be corrective in nature and the level of disciplinary action chosen by the Employer shall be based on the affected nurse's conduct (i.e., gross misconduct shall be subject to immediate suspension or termination as the Employer determines to be appropriate). Gross misconduct includes, but is not limited, to the following: unreasonable refusal to perform work or job abandonment; theft; threatened or actual assault; battery or physical violence; fighting; insubordination;

personal use, possession or distribution of alcohol or illegal drugs on hospital property; reporting to work in violation of the Hospital's drug and alcohol policy; possession of firearms or any other dangerous weapons on hospital property; misuse or misappropriation of the patients' confidential medical information; and harassment (sexual or otherwise) of any patient, visitor or employee. Solely to extent consistent with federal Weingarten rights, a nurse may request the attendance of a Union representative at any interview which could reasonably lead to disciplinary action.

A copy of all written disciplinary action shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to disciplinary actions to be included in the personnel file. Should no further similar incidents occur, a nurse may request in writing to the Director of Human Resources that all verbal warnings and written reprimands be removed from the nurse's personnel file in thirty-six (36) calendar months.

5.4 Personnel File. Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, permanent change in status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse upon request. If the employee objects to the inclusion of any material in her/his personnel file, the employee may make a written request to the Employer's personnel director that the material be removed. The personnel director will review the request and respond in writing within thirty (30) calendar days. The decision of the personnel director shall be final and binding, and not subject to the grievance procedure. A copy of all employee status sheets will be provided to each nurse, upon request, a maximum of twice per year. The Employer shall provide, once a month, a report indicating sick leave accrued, accrued vacation time and the number of hours worked to date on a calendar year basis.

5.4.1 Paychecks. Nurse's paychecks shall identify sick leave and vacation accruals.

5.5 Parking. On-call nurses shall be provided parking within proximity to the Hospital. Security guards will be visible and/or available to escort nurses to and from their cars during hours of darkness.

5.6 Floating. The Employer retains the right to change the nurse's daily work assignment on a shift-by-shift basis to meet patient care needs. Prior to floating regular nursing staff, per diem nurses will be required to float twice within a six-week schedule. Once per diem nurses have floated twice, full-time and part-time nursing staff will be floated in rotation in order of seniority. The Employer will honor the request by another nurse to volunteer in place of the nurse pre-designated to float.

Nurses that are floated will be expected to perform all basic nursing functions, but will not be required to perform tasks or procedures specifically applicable to a nursing unit for which the nurse is not qualified or trained to perform, except in exigent circumstances in which case the nurse shall perform to the best of her/his ability. The employer will develop and keep on file a list of core nursing competencies for each nurse along with unit competencies for each unit. Nurses' core competencies and unit specific competencies will be reviewed and updated, as needed, on an annual basis.

The Unit Charge Nurse or designee on the receiving unit shall function as a resource nurse for the float nurse and shall be responsible for selecting an appropriate assignment, delegating unit specific tasks to other unit nurses, touring the float nurse around the unit, and identifying unit specific routines (i.e., patient boards, phones, boxes, etc.)

Nurses required to float within the Hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's listing of competencies, previous experience and familiarity with the nursing unit to which such nurse is assigned. The Employer will make a good faith effort not to assign float nurses as charge. The Hospital will make a good faith effort to contact the RN within one (1) hour of the shift to alert the nurse to their change in work area. Nurses wishing to orient to another unit need to submit a written request to the unit manager who shall then coordinate orientation opportunities with the nurse.

5.7 Agency Nurses. During any period when agency nurses (including flight nurses, traveling nurses, etc.), who are not regular employees of the Hospital are employed, regular nurses with the required competence and skill to fill the agency position will not be subject to involuntary low census or lay-off. During any period when agency nurses (including flight nurses, traveling nurses, etc.) who are not regular employees of the Hospital are employed, no regular nurse shall be subject to floating from a unit and shift on which agency nurses are used, nor have their regularly scheduled hours, shift or unit changed, unless patient safety could be jeopardized.

5.8 Evaluations. All nurses will be formally evaluated in writing prior to completion of the appraisal period. Thereafter, nurses will be evaluated annually. Interim evaluations may be conducted to document performance problems. It is agreed the performance review shall be used as a tool for assessing the professional skills of the nurse, for improving the nurse's performance and for recognizing satisfactory performance. It is further agreed that the nurse's participation is an integral part of the evaluation process. The nurse will be given a copy of the evaluation at the evaluation conference. Nurses will be required to sign the evaluation acknowledging the receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. The manager or designee will schedule a mutually-agreeable amount and appropriate time to complete all AMR's outside of their normal / usual nursing duties.

It is the intention of the Hospital that the performance review process will be separate from disciplinary action. However, nurses must complete annual mandatory review process no later than thirty (30) calendar days from the date of their signature of their evaluations or else they will be subject to progressive discipline every fifteen (15) calendar days thereafter until they have completed the process. The Hospital will remove any discipline issued under this section if, and only if, the nurse completes the annual mandatory review process within sixty (60) days from the date of the nurse's signature on his/her evaluation.

5.8.1 Nursing Peer Review. The parties will promptly meet and bargain an incident-based peer review system if such a system is required or requested by federal or state officials, including but not limited to the Centers for Medicare and Medicaid Services ("CMS").

5.8.2 Notwithstanding the foregoing section, the Employer may request to bargain an incident-based peer review system during the term of this Agreement. If the Employer makes such a request, the Union agrees to commence bargaining promptly on this exclusive topic.

5.9 Job Openings. When a regular status job opening occurs within the bargaining unit, length of service shall be the determining factor in filling such vacancy providing skill, competence and ability are considered substantially equal in the judgment of the nursing administration based upon review of objective job criteria, job performance and other relevant factors. If the Employer is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. In no event shall the transfer be made later than sixty (60) days without written notice to the nurse explaining the reason for the delay. Employees who have been issued discipline or a corrective action at greater than a verbal step within 3 months of making a transfer request may have their request denied or delayed, as the Employer exclusively deems appropriate. Employees must remain in a position for 6 months before they are eligible for transfer outside of the hiring department, except under the conditions described in Article 6.3 or with management's approval.

Notice of full-time, part-time, per diem and temporary job openings shall be on the Hospital's website for a minimum of seven (7) days in advance of filling the position whenever possible. To be considered for such job openings or transfers within a unit, the nurse must indicate such interest to the Personnel Office in writing. The Personnel Office shall maintain these indications of interest as a transfer list. Upon request, an applicant will be responded to in writing stating the reason in the event of denial.

5.9.1 Supplemental Appraisal Period. Any nurse moving to a different clinical position pursuant to Section 5.9 shall be subject to a ninety (90) day supplemental appraisal period. If during this period the Nursing Administration determines the nurse is not satisfactorily meeting the requirements of the new position, the nurse may be removed from the position and either a.) returned to

their former position, or b.) if there is no opening in their former position, the Employer shall make a good faith effort to find an open position in the Hospital for which the nurse is qualified. If no such position exists, the nurse shall be laid off, with recall rights as specified in Section 6.4.

5.10 Additional Hours. Part-time and per diem nurses desiring additional hours up to full-time shall notify the appropriate supervisor in writing prior to the schedule being posted, with a copy to Director of Nursing. Insofar as practical and without incurring overtime unless at Hospital request, the Employer shall utilize qualified full-time and part-time nurses before scheduling per diem and/or new hires. After the schedule is posted full-time and part-time nurses cannot work in the place of per diems or new hires (defined as in their probationary period) except as provided in Article 6.2. The Employer will make a good faith effort to utilize nurses employed by the Employer prior the hiring agency nurses.

5.11 Communications. Nurses who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. The Nurse Practice Committee shall be the appropriate forum for the raising of the nursing practice issues.

5.12 Safety. It is the intention of the Employer to provide a safe and healthful work, place in compliance with all federal, state and local laws applicable to the safety and health of its employees. The Employer shall provide orientation and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs. Employees will comply with hospital safety regulations and utilize available safety protective devices and equipment (i.e., goggles, back belts, gloves, etc.). Failure by employees to follow all hospital safety regulations, and utilize available safety protective devices and equipment may result in disciplinary action up to and including termination.

In addition to information presently contained in the Employee Handbook, the Employer will provide a copy of its policy regarding employee injuries and procedures to employees within sixty (60) days of the signing of this Agreement, or otherwise make the policy available on the intranet. Employees with concerns regarding health hazards will report them to the Employee Health Nurse and concerns regarding safety hazards to the attention of the Safety Committee.

ARTICLE 6 – SENIORITY

6.1 Definitions. Seniority shall mean a nurse's continuous length of service as a registered nurse within the bargaining unit based upon hours worked with the Employer from most recent date of hire. Seniority benefits shall not apply to a nurse until completion of the required appraisal period. Upon satisfactory completion of this appraisal period, the nurse shall be credited with seniority from most recent date of hire. Length of service as an employee of the Hospital shall be used to determine benefit accruals. A nurse transferring to a position outside the bargaining unit may return to the

bargaining unit within twenty-four (24) months, and after successfully bidding for an open position, retain his/her previously accrued seniority, so long as the return is mutually agreed to between the nurse and the Employer.

6.2 Low Census. Low census will be defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing any reduced staffing schedule required. If sufficient volunteers are unavailable; the Employer will endeavor to implement a low census equitable among the nurses assigned to each unit by shift, and by seniority, subject to skill, competence, ability and availability as determined by the Employer. Low census hours will be tracked by unit under the supervisor of the unit manager. Voluntary low census hours taken will be credited to the rotation list. Per diem and new hire nurses will be called off prior to implementing low census. Part-time nurses will be called off first according to seniority. Full-time nurses will then be called off in order of seniority, not to exceed eight (8) hours per pay period. The rotation list will be restarted each six (6) weeks. Every effort will be made to offer nurses additional hours on other units and shifts pursuant to Section 5.9 depending on the qualifications of the affected nurses. Up to two hours prior to the start of a shift, full-time or part-time nurses that have lost hours as a result of low census may elect to work in place of per diem and/or new hire nurses up to their regularly scheduled FTE at the regular rate of pay, based on seniority subject to skill, competence, ability and availability as determined by the Employer.

In the event the average budgeted Hospital census is reduced by twenty-five percent (25%) for three (3) consecutive months, a lay-off will be implemented prior to the fourth (4th) month if the Employer deems it necessary. The Employer will notify the Union prior to implementing a reduction in force. Nurses will be selected for lay-off in accordance with seniority, so long as skills, competence, experience and abilities of the nurses are equal in the judgment of Nursing Administration. A nurse who is called off shall not be required to be on call.

6.2.1 Low Census Notification. Nurses shall be notified a minimum of two (2) hours and per diem nurses shall be notified a minimum of ninety (90) minutes in advance of each shift for which a mandatory low census day is assigned. Should timely notice not be given, the nurse will receive two (2) hours of pay at the regular rate. This pay provision shall not apply should the Employer be unsuccessful in making a bona fide attempt to notify the nurse of a shift cancellation. It shall be the responsibility for the nurse to maintain a current telephone number listed with the nurse's department. Failure to do so shall excuse the Hospital from the notification requirement provided herein.

6.2.2 Low Census Report Pay. In the event a nurse reports for work as scheduled due to untimely notice and is released from duty due to shift cancellation; such nurse shall receive a minimum of four (4) hours' work or four (4) hours' pay at the regular rate of pay. This guarantee shall not apply should the employer be unsuccessful in making a bona fide attempt (documented by at least two logged calls) to notify the nurse in advance.

6.2.3 Low Census Benefit Accrual. During temporary periods of low census, medical and dental benefits will continue to be accrued in accordance with authorized hours. Effective January 1, 1995, each quarter, the Hospital will credit as hours worked, for longevity, seniority, and fringe benefits purposes, the low census hours incurred by the nurse during that year to the extent that total hours paid were less than authorized FTE hours.

6.2.4 Existing Rotation Systems. The current low census rotation system in each department will be maintained, except that there shall be only one system in a department. Alternative systems may be established by a majority vote of the full and part-time employees in the department who are subject to low census. Adoption of a new system requires the approval of the Union, the Nurse Manager, and Nursing Administration. Such approval shall not be unreasonably withheld. Nurses who are subject to low census may use accrued vacation time and such time will count in the low census rotation.

6.3 Layoff. In the event of a layoff, reduction in hours, and/or involuntary work reassignment, fourteen (14) days' advance notice, whenever possible, of the impending action shall be given to nurses and the Union. Upon request by the Union, the Employer will provide a listing of nurses affected by layoff, reduction in hours and/or work reassignment for review.

Seniority shall be the determining factor in the event of a lay-off providing skill, competence, ability and experience are considered equal in the opinion of the Employer. Any nurse subject to layoff may select another position when available from a listing of vacant positions within the hospital, or a less senior position in other departments from the seniority roster providing skills, competence, ability and experience are considered equal in the opinion of the Employer. The amount of time to orient an employee to a new position will be determined by the Employer based on business considerations at the time of layoff.

6.3.1 Unit Merger, Unit Restructure and/or Unit Closure. In the event of a merger of two (2) or more units, a unit restructure, or a unit closure that results in a reduction of FTE's, affected nurses may select other positions created as a result of the merger or restructure or less senior positions in other departments from the seniority roster, as well as available nursing positions within the Hospital. Nurses affected by a unit merger, restructure or closure will be given an opportunity to select positions based on seniority provided skill, competence, ability and experience are considered equal in the opinion of the Employer. A listing of available FTE's as a result of the merger or restructure and available nursing positions within the Hospital will be prepared by the Employer.

6.3.2 Any nurses on the seniority roster whose position has been assumed as a result of the selection process specified above shall be able to bump any less senior nurse if she/he is qualified for the position or would be qualified within eighty (80) hours of orientation based on skill, competence and ability as determined by the Employer.

Orientation of less than eighty (80) hours will only occur if the employee requires less orientation or in the case of emergent business considerations as determined by the Employer.

6.4 Recall. Nurses on lay-off status shall be placed on a reinstatement roster for a period of one (1) year from date of lay-off. When a vacancy occurs, job openings will be posted in accordance with Article 5.9. Thereafter, nurses will be reinstated in the reverse order of lay-off, providing skill, competence; ability and experience are considered equal in the opinion of the Employer. Any recall of the nurses out of seniority will be communicated to the Bargaining Unit Representative in advance of the recall.

6.5 Termination. Seniority shall terminate upon cessation of employment relationship, e.g., discharge, resignation, retirement, refusal to accept a comparable RN job opening offered by the Employer while on lay-off, after twelve (12) consecutive months of lay-off, or failure to comply with specified recall procedure.

6.6 Roster. Before implementing a lay-off, a seniority roster will be available for inspection at the Personnel Office.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal workday shall consist of eight (8) hours work to be completed within eight and one-half (8 ½) consecutive hours. This does not constitute a guarantee of work.

7.2 Work Period. 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.

7.3 Innovative Work Schedules. Innovative work schedules shall be defined as any schedule worked in excess of eight (8) hours. When mutually agreeable to the Employer and the nurse, a normal workday may consist of ten (10) hours or twelve (12) hours per day. In such cases, overtime shall be paid for all hours worked over the scheduled workday or over forty (40) hours per week. Other innovative work schedules may be established by the Employer with prior written notification to the Union. Upon request by the Union, the parties will promptly meet for the purpose of negotiating the terms and conditions of the new schedule. The employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately

prior to the innovative work schedule, after at least fourteen (14) days' advance notice to the nurse.

7.4 Work Schedules. Schedules for a six-week period shall be posted ten (10) days in advance of the beginning of the work period. Thereafter, except for the low census, emergencies, and other significant situations involving changes in patient care needs, individual hours of work may be changed only with the consent of the Nursing Management and the RN.

7.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal work day or normal work period. For purposes of computing overtime, the nurse's straight time hourly rate of pay shall include shift differential. Time paid for, but not worked, shall not count as time worked for purposes of computing overtime pay. Excluding unusual situations, the Employer, as a matter of policy, shall not reschedule a nurse for extra work because of time off with pay.

7.6 Overtime Approval. All overtime must be approved by supervision. The nurse will comply by completing the appropriate overtime forms. The Employer and the Union agree that overtime should be minimized. If, in the Employer's opinion, overtime is necessary, volunteers will be sought first and, if there are insufficient volunteers, reasonable overtime may be assigned equitably. Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift. Thereafter, overtime will be paid to the nearest thirty (30) minutes. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one and one-half (1½) times the regular rate which would result in compensation exceeding one and one-half (1½) times the regular rate for the same hours worked. There will be no denial of overtime pay provided the nurse notifies supervision prior to overtime being worked.

7.6.1 Excessive Overtime. Repeated, patterned, and/or excessive overtime by a nurse may result in a review and/or possible adjustment of the nurse's full time equivalent (FTE) status and work schedule.

7.7 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one-half (1/2) hour if they work more than five (5) consecutive hours. Nurses required to remain on duty or in the Hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a paid rest period of fifteen (15) minutes for each four (4) hours of working time. Breaks do not need to be scheduled or taken in complete blocks. To the extent consistent with Washington statutory and administrative law (which is incorporated herein by reference), rest breaks may be taken intermittently. While the Employer will make a good faith effort to avoid interrupting breaks, all nurses shall remain "on call" during their rest breaks, and when they remain on duty or in the Hospital during their meal periods. If a meal or rest break is interrupted, nurses will be allowed to complete the remainder of their break. Any nurse missing a meal or rest break, in whole or in part, for any reason shall report the

missed break to his or her supervisor by the end of the payroll period when the break was missed. A nurse may be subject to discipline for failing to timely report a missed break.

7.8 Weekends. Every six months, each full time and part time nurse shall have every other weekend designated as their scheduled weekend-off (premium weekend). In the event a nurse is required to work on her/his scheduled weekend off (premium weekend), all time worked shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. All time worked on the nurse's regularly scheduled weekend-on (non-premium weekend) shall be at the regular rate of pay. Except in emergency situations or by mutual consent, every other weekend off cycles as established herein (i.e., first and third, or second and fourth) may not be altered by Nursing Administration. No nurse may trade weekend work without the prior approval of the nurse's supervisor. The weekend shall be defined for day and evening personnel as both Saturday and Sunday; for night personnel, the weekend shall be both Friday and Saturday night. This Section shall not apply to part-time or full-time nurses who voluntarily agree to more frequent weekend duty. There shall be a Four Dollar (\$4.00) premium paid for each hour worked on a weekend. This premium will be included in the nurse's regular rate of pay for the purpose of calculating overtime.

7.9 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within the twelve (12) hour period shall be at time and one-half the regular rate. This Section shall not apply to standby assignments performed pursuant to Article 9, (unless actually called back, in which event this Section shall apply, with the understanding that RN's working in the cath lab may be required to flex their schedule so as to minimize time and one-half pay) nor to situations in which the nurse requests additional hours. Nurses working twelve (12) hour shifts will receive at least ten (10) hours off duty between shifts. All time worked within a ten (10) hour period shall be at time and one-half the regular rate.

7.10 Shift Rotation. It is not the intent of the Employer to schedule nurses to rotate shifts on a regular basis except by mutual agreement between the Employer and nurse. Mutual agreement includes those nurses who, as a condition of hire, agree to rotate shifts.

ARTICLE 8 – COMPENSATION

8.1 Wage Rates.

	Current	1/1/2010 2%	1/1/2011 2%	1/1/2012 2%
Base	\$25.53	\$26.04	\$26.56	\$27.09
1 year	\$26.61	\$27.14	\$27.69	\$28.24
2 years	\$27.70	\$28.25	\$28.82	\$29.40
3 years	\$28.79	\$29.37	\$29.96	\$30.56
4 years	\$29.90	\$30.50	\$31.11	\$31.73
5 years	\$30.99	\$31.61	\$32.24	\$32.88
6 years	\$32.18	\$32.82	\$33.48	\$34.15
7 years	\$33.31	\$33.98	\$34.66	\$35.35
8 years	\$34.43	\$35.12	\$35.82	\$36.54
9 years	\$35.51	\$36.22	\$36.94	\$37.68
10 years	\$36.67	\$37.40	\$38.15	\$38.91
11 years	\$37.25	\$38.00	\$38.76	\$39.54
12 years	\$37.80	\$38.56	\$39.33	\$40.12
13 years	\$38.50	\$39.27	\$40.06	\$40.86
14 years	\$39.25	\$40.04	\$40.84	\$41.66
15 years	\$39.68	\$40.47	\$41.28	\$42.11
16 years	\$40.11	\$40.91	\$41.73	\$42.56
17 years	\$40.67	\$41.48	\$42.31	\$43.16
18 years	\$41.32	\$42.15	\$42.99	\$43.85
19 years	\$41.88	\$42.72	\$43.57	\$44.44
20 years	\$42.48	\$43.33	\$44.20	\$45.08
21 years	\$42.48	\$43.33	\$44.20	\$45.08
22 years	\$44.11	\$44.99	\$45.89	\$46.81
23 years	\$44.11	\$44.99	\$45.89	\$46.81
24 years	\$44.11	\$44.99	\$45.89	\$46.81
25 years	\$44.45	\$45.34	\$46.25	\$47.17
26 years	\$44.45	\$45.34	\$46.25	\$47.17
27 years	\$44.45	\$45.34	\$46.25	\$47.17
28 years	\$44.79	\$45.69	\$46.60	\$47.53
30 years	\$45.57	\$46.48	\$47.41	\$48.36

All increases shall be effective on the first payroll date following the above dates. In order to progress into the next step, a nurse must have maintained all required certifications. Any nurse failing to meet this requirement shall only move to the next step upon the first payroll date following successful completion of the requirement(s).

8.1.1 Per Diem Rate of Pay: Per diem nurses shall be placed on the wage scale above (per 8.1) and shall be paid a 15% premium in lieu of fringe benefits which shall

be included as part of their regular rate of pay. Nurses shall receive one year of credit for each 1664 hours of per diem time at the Hospital. Previous nursing experience shall be credited in the same manner as described in Article 8.3.2 below.

The Union agrees to meet and discuss any impact of Health Care Reform with Auburn Regional Medical Center.

8.2 Recognition for Past Experience. Full-time and part-time nurses hired during the term of the Agreement shall be given year for year credit for continuous recent acute care experience as an RN. All other such experience as an RN shall be credited at the rate one (1) year of credit for each two (2) years of RN experience. Experience in other countries shall be assessed on a case by case basis against comparable experience in the United States.

For purposes of the Section, “continuous recent experience” shall be defined as clinical nursing experience in an accredited hospital (including temporary employment with an employer) without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Chief Nursing Officer.

8.3.1 Appraisal Completion Review. After completion of the appraisal period, if the Employer concludes that the new RN has been hired at a level which does not appropriately reflect their skills and ability, the Employer may adjust the step level of the RN up to the appropriate step in the wage scale.

8.3.2 Equity Adjustment. The Employer will review the record of each per diem and part-time nurse who works less than a .8 FTE and who was hired prior to January 1, 2004. For each such nurse, the Employer will determine the number of full calendar years worked for the Employer from July 1, 2004 through June 30, 2007 (excluding any LOA’s), and deduct from that the number of level/service year adjustments made by the Employer during that period (the result being the “equity adjustment”). The equity adjustment, if any, will be added to the nurses’ service level effective the first pay period following July 1, 2007. For each nurse receiving an equity adjustment, the effective date of the adjustment will become their new anniversary date.

8.4 Part-Time Nurse. In lieu of the following fringe benefits, a part-time nurse may elect a fifteen percent (15 %) wage differential:

- Medical Insurance (if greater than .5 FTE)
- Dental Insurance (if greater than .5 FTE)
- Life Insurance
- Vacation
- Sick Leave
- Annual Health Tests

In addition to applicable salary and applicable overtime, part-time nurses who elect the fifteen percent (15%) wage differential will receive benefits as follows according to part-time classification and contractual terms covering each benefit:

- Shift Differential
- Longevity Increments
- Applicable Overtime Provisions
- Charge Nurse Pay
- Premium Pay for Working Holidays
- Pension Plan (if qualified according to pension plan requirements.)
- Standby Pay
- Callback Pay
- Report Pay
- Pay for Work in Advance of Shift
- Maternity/Paternity/Health Leave
- Military/Personal Leave
- Leaves Without Pay
- Educational/Professional Leave
- Jury Duty
- Committees
- Bereavement Leave

The election must occur within the first full pay period of employment, or within the open enrollment period as established by the Hospital for medical benefits, providing enrollment is approved by the insurance carrier. Nurses will be given advance notice of such dates. Thereafter, no change in fringe benefits compensation shall be granted during the term of this Agreement.

All vacation accrued prior to the status change must be cashed out at the time of change. All sick leave time will be banked until the nurse returns to regular status.

8.5 Incentive and Bonus Plans. The Employer may offer contests and other programs to employees in order to improve morale and to meet other objectives of the Hospital. The Employer may discontinue any such program at any time.

ARTICLE 9 – OTHER COMPENSATION

9.1 Shift Differential. Nurses assigned to work second (3-11 p.m.) shifts shall be paid a shift differential of Two Dollars and Seventy Five Cents (\$2.75) per hour over the regular hourly rate of pay, which shall be increased to Two Dollars and Ninety Cents (\$2.90) per hour effective January 1, 2012. Nurses assigned to work the third (11 p.m. – 7 a.m.) shift shall be paid a shift differential of Four Dollars (\$4.00) per hour over the regular hourly rate of pay, which shall be increased to Four Dollars and Fifteen Cents (\$4.15) per hour upon ratification of this Agreement and later to Four Dollars and Thirty Cents (\$4.30) per hour effective January 1, 2012. Nurses will be paid shift differential

for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

9.2 Standby Pay. Nurses placed on standby status off hospital premises shall be compensated at the following rate. Standby duty shall not be counted as hours worked for purposes of computing longevity increments or fringe benefits. Nurses on standby shall be provided with signal devices. Nurses placed on low census will not be required to be on standby.

For standby hours 0-64 per pay period \$4.00
For standby hours 64+ per pay period \$5.50

9.2.1 Call-In From Standby. Nurses called in to work while on standby shall be guaranteed a minimum three (3) hours pay.

9.3 Call In – Call back pay. A full-time or part-time nurse called back to work after completion of the nurse's regular work day or while on standby duty shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay. Call back pay will be at the rate of two (2) times the regular rate of pay on holidays. Call back pay shall be paid in addition to any standby pay. When called back, the nurse shall receive one and one-half (1 ½) times the regular rate of pay (two (2) times the regular rate of pay on holidays) for a minimum of three hours. Travel time to and from the Hospital shall not be considered time worked. The minimum call back hours shall not apply when the nurse reports for work in advance of the assigned shift.

9.3.1 All full-time and part-time nurses who agree to be put on-call, based on the Hospital's request, will be compensated at the rate of one and one-half (1 ½) times their regular rate of pay if they are called in to work. Callback pay will be paid in addition to standby pay. A per diem nurse who agrees to be put on-call by the Hospital will be compensated at the rate of one and one-half times their regular rate of pay if they are called into work unless a higher rate of pay would otherwise be received under applicable overtime provisions (based on their regular rate of pay) under this agreement. When a per diem nurse is called in to work while on standby she/he will be guaranteed three (3) hours pay.

9.3.2 Part-time nurses, who agree to the hospital's request to come in to work on a scheduled day off, shall be paid at the rate of one and one-half (1½) their regular rate of pay for a minimum of three (3) hours.

9.4 Scheduled Call. Nurses working in the Heart Cath Lab will be guaranteed four (4) hours pay for each day scheduled in the Lab, in addition to regular standby and callback pay. If not so engaged in Cath Lab duties, the Nurse may be rotated to a different assignment by Nursing Administration, with the concurrence of the Cath Lab Manager.

9.5 Charge Nurse Pay. Any nurse assigned as Charge Nurse shall receive Two Dollars and Twenty-Five Cents (\$2.25) per hour over the regular rate of pay for all hours worked as a Charge Nurse. This amount shall be increased to Two Dollars and Forty Cents (\$2.40) per hour effective January 1, 2012. Any nurse assigned as a Charge Nurse will be required to document the hours worked as such on her time card.

9.6 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 ½) the straight time rate of pay, provided the nurse shall receive straight time for all hours worked during their scheduled shift. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

9.7 Work on Day Off. Full-time nurses who are called in on their day off shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the hours worked.

9.7.1 Part-time nurses signing up for additional shifts at least fourteen (14) days before the scheduled shift will receive straight time pay except for hours over forty (40) in the workweek.

Part-time nurses signing up for additional shifts less than fourteen (14) days before the scheduled shift will be paid time and one half (1 1/2) their regular rate.

9.8 Temporary Assignment. Temporary assignment to a higher paid position within the bargaining unit for eight (8) or more consecutive hours shall be compensated at the higher rate of pay. Nurses temporarily performing the work of a Nurse Manager for over eight (8) hours shall be paid at the Charge Nurse rate. A Charge Nurse assigned to Nurse Manager duties for over eight (8) hours shall receive a premium of Fifty Cents (\$.50) per hour.

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

9.10 Certification Pay. Nurses who become certified in recognized clinical specialties to the clinical area in which they are working will receive a certification premium per hour unless the certification is required for the job. Certification pay shall be One Dollar Twenty-Five Cents (\$1.25). The RN must keep the certification current and in good standing, and she/he shall furnish annual copies of that certification to Human Resources.

9.11 Preceptor Pay. Any nurse assigned as a preceptor shall receive One Dollar Twenty-Five Cents (\$1.25) per hour over the regular rate of pay. Assignment as a preceptor is strictly voluntary.

9.12 Uniforms. The Employer will make scrubs available for RNs to purchase at cost.

9.13 Floating Premium. Nurses who are assigned to float in a unit other than their assigned home unit shall receive a \$3.00 per hour premium for all hours worked in a unit other than their home unit.

ARTICLE 10 – VACATIONS

10.1 Vacation Benefits. All full-time and part-time nurses shall receive vacation benefits based upon hours of work, in accordance with the following schedule. For the purposes of this Article only, a year is defined as 2,080 hours of work. Upon completion of:

Years	Working Days	Hours
1-3 years	10	80
4-5 years	18	144
6-7 years	19	152
8-9 years	20	160
10-11 years	21	168
12-17 years	23	184
18 or more years	25	200

This vacation schedule is based up on years of employment as a Registered Nurse with the Employer, rather than years of employment with the Employer. Nurses presently being credited for past employment shall not lose such credits. Part-time nurses who have selected the wage differential (Article 8, Section 8.4) shall not be eligible for paid vacation benefits, but shall be eligible for unpaid leave.

10.2 Scheduling. Vacation benefits shall begin accruing the first day of employment. Full-time and part-time nurses shall be eligible to take vacation time after completing 1,040 hours of employment. All vacation time must be scheduled in advance in accordance with Hospital policies and approved by supervision. A sign up sheet in the form of a calendar will be posted in each department January 1 through January 26 for the year. The nurses will note their vacation preference along with a written request for vacation to the nurse manager. Vacation approval will be based on staffing levels and seniority by the Employer. By March 1 of the year, an approved vacation schedule will be posted in each department. Thereafter, priority for approval of late vacation requests or changes to the approved-posted vacation schedule will be approved based on the date of the request, seniority and staffing levels. Approval may be withheld when proper

notification is not received. The Employer shall have the right to schedule vacations in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs will take precedence over individual requests. Generally, vacation time may not be taken in increments of less than the nurse's regular workday. Under special circumstances, and only when approved by supervision, partial days may be granted. Vacation scheduling procedures shall be a proper subject for the Conference Committee.

10.3 Loss of Vacation. Vacation accumulated in the course of one (1) year (2,080 hours) of employment must be used before completing a subsequent year (2,080 hours) of employment. A nurse will not lose accrued vacation time without receiving prior written notification from the Employer, nor will a nurse lose accrued vacation time if the Employer was unable to schedule the time off.

10.4 Payment Upon Termination. After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all vacation time that has been earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those nurses who are discharged for cause.

10.5 Pay Rate. Vacation pay shall be the amount the nurse would have earned had the nurse worked during the period of allowed vacation at the nurse's regular rate of pay.

ARTICLE 11 – HOLIDAYS

11.1 Holidays. Full-time nurses shall be granted the following eight (8) days off with regular pay:

New Year's Day Labor Day
President's Day Thanksgiving Day
Memorial Day Christmas Day
Fourth of July One Floating Holiday

In addition, nurses will receive a second floating holiday beginning in the calendar year following completion of fourteen (14) years of service.

11.1.1 Part-time nurses will receive pro-rated holiday benefits utilizing FTE status.

11.2 Working on Holidays. Any full-time or part-time nurse who works on a holiday will be paid at the rate of one and one-half (1 ½) times their regular rate of pay, plus up to eight (8) hours (pro-rated for part-time nurses) holiday pay at straight time or a compensatory day off with regular pay within a thirty (30) day period. Time worked in

excess of the nurse's normal shift will be paid at double (2x) the nurse's regular rate of pay.

Per diem nurses who work on a holiday will be paid at the rate of one and one-half (1 ½) times their regular rate of pay. Time worked in excess of a per diem nurse's normal shift on a holiday will be paid at double (2x) the per diem nurse's regular rate of pay.

11.3 Rotation of Holiday Work. Work on holidays shall be rotated by the Employer to the extent possible.

11.4 Scheduled Day Off. If a holiday falls on a full-time nurse's regularly scheduled day off, vacation or floating holiday, the nurse will receive straight time pay for the holiday or compensatory day off with pay within thirty (30) days; part-time nurses shall receive pro-rated pay or a compensatory day off.

ARTICLE 12 – SICK LEAVE

12.1 Accrual. Full-time and part-time nurses shall accumulate sick leave (wage continuation) insurance at the rate of eight (8) hours for each 173.3 hours worked. The maximum accumulation of sick leave shall be limited to 576 hours per nurse.

12.2 Compensation. If a full-time or part-time nurse is absent from work due to illness or injury, the Employer shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less. A nurse shall not be eligible for paid sick leave during the appraisal period.

12.3 Notification. Nurses working the first (day) shift shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working second (evening) shift and third (night) shifts shall notify the Employer at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above-specified notification requirements may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness may be required. In addition, to receive payment on a timely basis, any nurse who has been out on sick leave must prepare the proper request forms on the first day of return from sick leave or by the Friday before payday (whichever comes first). Proven abuse of sick leave may be grounds for discharge.

12.4 Sick Leave Conversion. When a nurse maintains forty-five (45) days in his/her sick leave bank, the nurse will be entitled to convert days in excess of forty-five

(45) days for compensation. Such conversion may occur during January or July of any year. The compensation to be received is one (1) day's pay for every two (2) days so converted. The maximum amount of sick leave that may be accrued is seventy-two (72) days.

12.5 Sick Leave Bonus. Nurses who have been employed for one (1) year or more will be eligible to participate in the sick leave bonus plan. Each nurse who has retained more than nine (9) days of unused sick leave within the twelve (12) month period from their last anniversary date will be able to convert one (1) day of unused sick leave to either a cash bonus at the nurse's current rate of pay or vacation time or have it remain in their sick leave accrual account.

ARTICLE 13 – MEDICAL AND INSURANCE BENEFITS

13.1 Medical and Dental Insurance. Beginning the first of the month following ninety (90) days of continuous employment, all full-time and part-time employees regularly scheduled to work 20 or more hours per week shall be included under and covered by the Employer's UHS Uniflex plan as generally available to other ARMC employees, (or self-funded insurance plan) providing medical, surgical, hospital and dental insurance benefits with premiums to be paid by the Employer and the employee. During this Agreement, the employee shall be required \$20 per month (\$22.50 for part-time) for individual coverage. Employees may cover their dependents, when such dependent insurance coverage is available, under the same terms, conditions, and costs, as other employees. In the event that the employee elects an alternative medical insurance plan offered by the Employer, the Employer shall only be required to pay toward such insurance coverage an amount not to exceed the cost of coverage under its primary medical insurance plan. Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements. In the event the Employer modifies its current plan or provides alternative plan(s), the Employer will give the Union reasonable advance notice prior to implementation, and will discuss the change and options with the Union. Should the parties be unable to agree, the Employer may implement the change. Eligibility for part-time health and welfare benefits is .5 FTE or greater.

13.2 Health Tests. At the time of employment and annually thereafter, all nurses shall receive a tuberculin skin test or chest x-ray and/or flu vaccination if required by federal or state law or regulators. Upon request, not to exceed one (1) time per year, nurses shall receive, at no cost, the following examinations:

CBC
Urinalysis
Pap Smear
SMA 12-60

The Employer will provide mammogram exams every other year until age 40, and annually thereafter. All tests shall be performed at ARMC.

13.3 Other Insurance. The Employer will provide Worker's Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

13.4 Pension Plan. The Employer will provide a pension plan for all eligible regular nurses. Pension benefits and eligibility requirements for participation shall be defined by the Employer's plan. The Employer contribution will be fifty percent (i.e., one-half) of the first six (6) percent of the employee's contribution, up to a maximum contribution by the Employer of three (3) percent. In the event the Employer agrees in a collective bargaining agreement to increase the match provided under the pension program to a contribution level greater than that contained in this Agreement, the higher contribution level shall be offered to the Union as well.

13.5 Insurance Committee. The parties agree to establish a Joint Insurance Committee to assist in improving communication and problem solving between the Employer and the nursing staff related to ARMC's health insurance plans (flex benefit insurance program). The Union and the Employer shall each appoint two (2) representatives to the Committee. In addition, with advance notification to the Employer, the Union Representative may attend and participate as a non-voting member.

The Committee shall meet quarterly, or more often if mutually agreed, to review the status of the health insurance plans and to identify issues of concern involving either the plan or plan administration. The Committee shall be allowed access to relevant information that is reasonably necessary to fulfill their function, recognizing the need to maintain the privacy of individual records. This requirement shall not be interpreted as requiring the Employer to produce or create data that is not otherwise readily available.

Any recommendations concerning changes to the plan or the administration of the plan shall be submitted with sufficient advance notice to allow the Employer to consider them. The ultimate determination of whether changes will be adopted will be made by the Employer.

ARTICLE 14 – LEAVE OF ABSENCE

14.1 Leave Request. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. Nurses will not be required to use annual leave or sick leave, contingent with granting unpaid leaves.

14.2 Maternity Leave. After completion of the appraisal period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for

maternity purposes, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed the period of physical disability, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use all or part of previously accrued sick and annual leave during the period of disability, to run consecutively from the first day of the leave, and consistent with the nurse's FTE status. Medical insurance coverage will be continued while the nurse is in a paid status. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

14.3 Family and Medical Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption, or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during the leave and shall reinstate the employee to their former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leave shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee must use up accumulated sick leave (to the extent the leave otherwise qualifies for use of sick leave) and may use vacation leave when taking family leave. Generally, employees must give at least thirty (30) days' advance notice to the employer of the request for leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the end of the approved leave or the first day of the 13th week, whichever is shorter. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence. Sick leave and accrued annual leave used for family leave shall run consecutively from the first day of the leave consistent with the nurse's FTE status.

14.3.1 Combined Leave. An employee may guarantee their position for a period of up to a period of disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

14.4 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. If the nurse's absence from work for health reasons does not exceed

twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use all or part of previously accrued sick leave and annual leave during the period of the leave, to run consecutively from the first day of the leave, and consistent with the Nurse's FTE status. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse's capability to perform the work required of the position.

14.5 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual vacation time.

14.6 Job-Related Study. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study, without loss of accrued benefits providing such leave does not jeopardize Hospital service.

14.7 Leave Without Pay. Nurses on leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity increments or fringe benefits.

14.8 Leave With Pay. Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

14.9 Return From Leave. Nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified.

14.10 Jury Duty. All full-time and part-time nurses who are required to serve on jury duty or who are called in to be witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. In addition, all full-time and part-time nurses who are subpoenaed to take a deposition that is connected with their work for the Employer shall be compensated by the Employer for the difference between any witness fee that they receive and their regular rate of pay, so long as they receive prior approval from the Employer for their absence from work. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

14.11 Personal Leave. All full-time and part-time nurses shall be granted three (3) days of personal leave per year without pay upon request; providing such leave does not jeopardize Hospital service.

14.12 Bereavement Leave. Leave with pay up to twenty-four (24) hours shall be allowed for death in the immediate family of any full-time nurse. Part-time nurses

shall receive prorated bereavement leave, based on their average number of hours worked. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child, grandchild, mother-in-law or father-in-law. Additional time off may be granted up to a maximum of two (2) paid days where extensive travel is required to attend the funeral.

ARTICLE 15 – COMMITTEES

15.1 Conference Committee. The Employer, jointly with elected representatives of the nurses, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff. The function of the Conference Committee shall be limited to an advisory, rather than a decision-making capacity. The Conference Committee shall be established on a permanent basis and shall consist of three (3) representatives of the Employer and three (3) representatives of the nurses.

One of the Employer representatives shall be the Director of Nursing Services. All members of the Conference Committee shall be employees of the Hospital. Representatives on the Conference Committee may request meetings of the Committee to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel.

15.2 Nursing Practice Committee. A Nursing Practice Committee shall be instituted and maintained at the Hospital.

Purpose. The purpose of this Committee shall be to discuss and improve nursing practices in the Hospital by actively addressing and proposing recommendations to the preceptor program, staffing issues, patient care issues, floating issues, nursing education/in-service needs and the installment of a patient acuity for assignments.

Intent. It is the role of the Nursing Practice Committee to recommend objective measures to improve staffing and patient care. The Hospital will consider such recommendations and will advise the Nursing Practice Committee of its response. Responses to specific Nursing Practice Committee recommendations shall be presented to the Committee verbally or in writing at the next meeting of the Committee.

Membership. The Committee shall consist of up to four (4) nurses selected by the staff nurses through union conducted process, limited to no more than one (1) nurse from any unit and two (2) from any division and up to an equal number of managers. The Union may send a non-participating observer to the Committee meetings. The divisions shall consist of the following areas:

Division 1:

Division 2:

Division 3:

Division 4:

Regular Meetings and Minutes. For the first three months, the Nursing Practice Committee shall schedule monthly meetings. Thereafter, such meetings shall be held every two (2) months. The duration of any meeting shall not exceed three (3) hours. Management and nurse members shall independently prepare agenda items and mutually exchange them at least one week in advance of the next scheduled meeting. Minutes of all meetings will be recorded by the Committee secretary. Committee members shall select a Nursing Practice Committee Chair by simple majority vote. Committee minutes shall be provided by the Nursing Practice Committee Chair to the Chief Nursing Officer, the Union, and distributed to each nursing unit.

Parties will commit to one initial training session to be conducted with sixty (60) days of this Agreement being fully executed by the parties. This training shall be conducted by the Federal Mediation and Conciliation Service (FMCS), and it shall last no more than four (4) hours.

Function. The function of the Nursing Practice Committee shall be:

- a. to review and evaluate staffing levels and other related staffing issues;
- b. to review and make recommendations for the resolution of staffing issues and problems presented to or referred to the Committee;
- c. to recommend to the Hospital ways and means to improve patient care;
- d. to review and recommend competencies and orientation guidelines for each department;
- e. to set up a timely mechanism to review trends in Staffing Assignment Report forms referred to the Nursing Practice Committee;
- f. to develop a toll for the initial assessment and evaluation of unit staffing issues within 30 days of ratification of this Agreement; and
- g. in guiding the Nursing Practice Committee's work, resources may include utilization of nursing research findings, literature review and field review of innovations in practice, ARMC's own data and outside resource people. Any utilization of such resources must be approved unanimously by all members of the Nursing Practice Committee.

15.3 Compensation. Nurses shall be compensated for all time spent on Employer-established Committees when they are members of the Committee, required to attend Committee meetings, or serving on ad hoc or subcommittees established by such standing Committees. Nurses shall be compensated at their regular rate of pay for the duration of the Conference Committee and Nurse Practice Committee meetings.

15.4 Nursing Department Unit Specific Core Groups. Each nursing department will create a Core Group. The Core Group membership will be reflective of the specific nursing department employee composition. The group will be a mix of shifts, as well as disciplines (i.e., RN, CNA, Unit Secretary). The Core Group membership should not exceed eight. Each member will serve no less than one year and no more than two years. No more than 50% of the Core Group should be changed at any given time, assuring consistency with the team. The RNs will select their members of the Core Group. This can be accomplished in various ways, examples of which include a department vote, appointing, or volunteering. All members will be paid for time spent in the Core Group meeting.

The purpose of the Core Group is to provide an avenue for communication and increase the involvement of the staff in continual process involvement. Examples of these issues include but are not limited to the following: scheduling; staffing; evaluation of care needs; equipment needs; and quality measures. While significant census fluctuations characterize the Employer's business, it is anticipated that collaboration will improve the ability to manage response to these fluctuations in a manner that supports the care of the patients. Department Directors are responsible for making the decisions for unit based outcome and the overall direction of the unit.

The Core Group team members will be expected to attend one meeting per month. The members will be representing their discipline and shift during the meeting. Minutes from the Core Group will be generated and posted for all in department to review.

In addition to facilitating communication within the Unit, the Core Group will try to reach consensus recommendations on issues under review. If consensus is not reached, and if the RN staff nurse members are all in agreement, they may forward their recommendations as follows. Any such recommendations will be forwarded to the Chief Nursing Officer (CNO), who shall take action within twenty (20) days. The phrase "take action" means to either accept, accept in part, or reject the recommendation. The CNO may either schedule a meeting if he/she deems that it would be useful, or provide a written response. The CNO shall respond within the latter of twenty (20) days following the meeting or the receipt of the recommendation.

FMCS shall provide an initial training session for the Core Group members.

ARTICLE 16 – STAFF DEVELOPMENT

16.1 Orientation. The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the Hospital and nursing services, to orient new nurses to hospital policies and procedures, and to instruct new nurses as to 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 instructional conferences, and floor and/or shift work, which may include an assigned preceptor.

16.2 In-service Education. A regular and on-going in-service education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if nurse attendance is mandatory. The functions of in-service education shall be:

1. To promote the safe and intelligent care of the patient;
2. To develop staff potential; and
3. To create an environment that stimulates learning, creativity, and personal satisfaction.

Topics to be offered will be determined by discussions between nurses and the nursing department. 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. In-service education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend in-service education during off-duty hours will be paid at the applicable rate of pay. The Employer will make a good faith effort to CEARP certify in-services.

16.3 Education/Professional Leave. Nurses will be allowed up to forty-eight (48) hours of paid educational/professional leave per year, provided, however, such leave shall be subject to budgetary constraints or financial problems, scheduling requirements of the Employer, and approval by the Director of Nursing Services or appropriate Administrative Manager. The subject matter must directly relate to the professional practice of nursing. The leave shall not apply to any hospital mandatory in services. Nurses will make a good faith effort to attend in-house training which is similar to classes taught elsewhere.

16.4 When the Employer requests the nurse to participate in an education program, the Employer will pay approved expenses that are directly related to the program. Full-time and part-time nurses will be provided with an annual ACLS class by the Employer. Per Diem nurses will be provided with an annual ACLS class by the Employer provided they meet the requirements of Article 4.6.

16.5 Tuition Reimbursement. The Employer's present Tuition Reimbursement Plan will be made available to bargaining unit personnel on the same terms as all other employees.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

Step 1: Nurse and Immediate Supervisor. If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse was, or should have been, aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse within seven (7) calendar days following receipt of the written grievance.

Step 2: Nurse, Bargaining Unit Representative, and Director of Nursing Service. If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance to the Director of Nursing Service (and/or designated representative) within seven (7) days of the immediate supervisor's decision. A conference between the nurse (and the Bargaining Unit Representative, if requested by the nurse) and the Director of Nursing Service (and/or designated representative) shall be held. The Director of Nursing Service shall issue a written reply within seven (7) calendar days following the grievance meeting.

Step 3: Administrator and Union Representative. If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Administrator (and/or designated representative) within seven (7) calendar days of receiving the Step 2 response. The Administrator or designated representative and the Union Representative shall meet within fourteen (14) calendar days of written notification for the purpose of resolving the grievance. The grievant and the Director of Nursing may be present at this Step 3 and the grievance procedure. The parties agree to use the mediation process in an attempt to resolve a grievance.

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, 3, and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following receipt of the Administrator's written determination. The arbiter will be selected using a mutually agreed upon permanent list of five arbitrators, who shall initially be listed in order by lot. Thereafter, when selecting an arbitrator, the Union may strike or accept the top name on

the list. The Employer will thereafter do the same. The top name remaining on the list will be the arbitrator. Any person selected as an arbitrator will move to the bottom of the permanent list. 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. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incidental to the arbitration hearing. All other expenses, including attorney fees/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. Any arbitrator accepting assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

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 from the date the nurses were, or should have been, aware that the grievance existed.

This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of the Agreement shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Agreement shall be null and void, and shall not be subject to this grievance procedure.

The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to mediation and neither party may require that any grievance be sent to mediation. Mediation may not be considered a step in the grievance process and will be pursued concurrently with the filing, selection and processing of an arbitration submission.

Each party shall bear its own costs, including attorney's fees.

ARTICLE 18 – 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. The Union further recognizes the right of the Employer to operate and manage the Hospital including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct nurses, and to determine 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 and change the size, composition and qualifications of the work force; to determine the kind and location of facilities; to determine whether the whole, or any part of, the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; 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 nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate modify and abolish its rules, regulations and personnel policies, provided that such rights shall not be exercised as to violate any of the specific provisions of this Agreement. 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 Hospital on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine.

ARTICLE 19 – UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation 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, representative, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any nurse participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal.

ARTICLE 20 – GENERAL PROVISIONS

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

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

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

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

20.4 Complete Understanding. The parties acknowledge that, during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the 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.

ARTICLE 21 – SUBSTANCE ABUSE

The Employer, the employees, and the Union, have a joint interest in work place safety and in job performance. The Employer recognizes that drug and alcohol abuse are treatable illnesses. The Employer will establish a work place policy offering education, treatment, and support for an employee's efforts to seek rehabilitation.

The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired nurse to remain in professional nursing Practice. Employees needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek rehabilitation referral through employee health service and to use their health insurance as appropriate. Employees voluntarily requesting assistance prior to detection will not be subject to disciplinary action and will be given a medical leave of absence and other assistance by the Hospital.

The Employer and the Union will encourage and support employee participation in State Board of Nursing substance abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible to use 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 maintaining satisfactory job performance and attendance and for compliance with all of the Employer's policies and procedures.

The parties hereby adopt the Employer's policy on substance abuse, with the exception of Sections V and VI which deal with testing procedures. Applicants for employment may be tested pursuant to Sections V and VI. The Employer and the Union agree to identify impaired employees without the use of drug or alcohol testing on a trial basis. Should this method of addressing work place substance abuse be ineffective, the Employer and the Union agree to meet and negotiate concerning this subject in an effort to try and reach an agreement on an acceptable testing program. The Union further agrees that RN's will participate in any Hospital-wide committee established to review the issue of testing for substance abuse. A Union representative from the bargaining unit will be a member of the Committee. The Hospital agrees that discipline imposed for a violation will be governed by just cause principles, up to and including termination.

ARTICLE 22 – DURATION

This Agreement is effective January 1, 2010, and shall remain in full force and effect to and including the 31st day of December, 2012, unless changed by mutual consent. Should the Union desire to change, modify or renew this Agreement upon the expiration date, written notice must be given to the Employer, at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2010.

AUBURN REGIONAL MEDICAL CENTER UNITED STAFF NURSES UNION,
LOCAL 141

Chief Executive Officer President, USNU Local 141 UFCW

Local Unit Officer

Union Representative

LETTER OF UNDERSTANDING

It is hereby agreed between the parties that:

1. All increases in pay pursuant to Article 9 shall be effective with the first full pay period following the date of ratification.
2. If the Hospital decides to create a float pool during the term of this Agreement, it will meet with the Union to work out an appropriate float pool premium.
3. Case managers will receive overtime pay for work-related calls received while at home which are over ten minutes in duration. The case manager shall log all such calls, including the purpose of the call, the duration, and the other participant(s), and provide such information to the Employer.

DATED this ___ day of _____, 2010.

Chief Executive Officer United Staff Nurses Union,
Auburn Regional Medical Center Local 141

Letter of Understanding – Staffing Concerns

If a nurse reports to work and perceives a problem with the level of staffing allocated to his/her Patient Care assignment on the unit, the nurse will notify her/his immediate supervision (charge nurse in consultation with the Manager, the Manager, or the house supervisor) of the staffing problem. If appropriate, the nurse may also contact the staffing office for assistance. Staffing and workload issues should be addressed promptly with the supervision at the time of occurrence and may be resolved through such resources like adjustments in assignments, the use of other staffing resources (such as nurses from the per diem staff, float staff from similar services, agency nurses), adjustments to work loads, or other resources.

A nurse who has concerns about a staffing problem may fill out a “Staffing Assignment Report” form. Copies of this form shall be sent to the manager, the Assistant Administrator for Patient Care Services and the Union. Within ten (10) days of receiving such form, the Union may request a meeting with the Chief Nursing Officer or his/her designee to discuss such issue. The resulting meeting shall occur within ten (10) days of the Union’s written request. In doing so, however, the parties agree there is no bargaining obligation associated with such issues. Where the form is used, the parties will ensure that patient confidentiality standards are fully met.

Nurses who raise staffing issues shall be free from restraint, interference, discrimination or reprisal related to their concern.

The language of this memorandum shall not be interpreted as to limit the obligation and/or right of either party to pursue or refer a staffing/patient care issue to any state agency, federal agency or court of competent jurisdiction.

DATED this ____ day of _____, 2010.

Chief Executive Officer United Staff Nurses Union,
Auburn Regional Medical Center Local 141

EXHIBIT A

Union Dues Deduction Authorization and Agreement
United Staff Nurses Union, Local 141
UFCW,
Washington State

My employer is hereby authorized and directed to deduct from my wages, commencing on the next payroll period, all union dues as shall be certified by the United Staff Nurses Union, Local 141, UFCW, AFL-CIO, and remit the same to the union.

This authorization is in accordance with the existing collective bargaining agreement and is continuous from year to year.

Name (print) _____

Social Security Number _____

Signature _____

Facility _____

Unit _____

Date _____

Dues paid to Local 141 are not deductible as charitable contributions for federal tax purposes.