

COLLECTIVE BARGAINING AGREEMENT

By and Between

KENNEWICK GENERAL HOSPITAL

and

**UNITED STAFF NURSES UNION
UFCW Local 141**

**In Effect November 1, 2009
Through October 31, 2012**

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PREAMBLE

This Agreement is made and entered into by and between Kennewick General Hospital (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 - PURPOSE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality patient care by establishing equitable employment conditions and an orderly system of Employer-employee relations that will facilitate joint discussions and cooperative solutions to mutual problems by Hospital Management and Registered Nurses.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the United Staff Nurses Union, UFCW Local 141, as the representative for all Registered Nurses employed as Clinical Nurses, Staff Nurse and Charge Nurse. Excluded from the bargaining unit are the following:

All Unit Directors/Managers, Hospital Supervisors, Certified Nurse Midwives, Certified Registered Nurse Anesthetists, Advanced Registered Nurse Practitioners, Nurse Instructors, Licensed Practical Nurses, Medical Assistants, Hospital Supervisors and Maternal Child Health Coordinators and Endoscopy Supervisor.

2.2 New Bargaining Unit Positions. The Employer will notify the Union of new job titles and rates of pay and will provide a copy of the job description. The Employer may implement the new job while the parties negotiate wages if the Union asks to negotiate those wages.

ARTICLE 3 - NONDISCRIMINATION

3.1 The Employer and the Union agree not to discriminate in any manner in violation of applicable federal and state laws against any employee by reason of race; color; religion; creed; sex; sexual orientation; marital status; national origin; age; or sensory, mental, or physical disability, subject to occupational requirements and ability to perform the requirements of the job. While grievances relative to this Article are to be processed, they are not subject to the grievance arbitration procedure contained in this Agreement. Any award obtained as a result of relief procedures under federal or state law, if the award is the result of the same circumstances alleged in the grievance, will be reduced by any award resulting from the grievance process.

3.2 Words denoting gender in this Agreement apply equally to either gender.

ARTICLE 4 - MEMBERSHIP, DUES DEDUCTION, AND UNION ACTIVITIES

- 4.1** Membership. All Registered Nurses working under this Agreement on its effective date who are then members of the Union and all Registered Nurses who voluntarily become members of the Union during their employment by the Employer must remain members in good standing for the life of the Agreement. Failure to comply with this condition, upon the written request of the Union, will result in the immediate discharge of the nurse.

All Registered Nurses hired after the effective date of this Article will have 30 calendar days from the date of employment in which to give written notice by certified mail to the Union of their intention not to join the Union (the notice must be postmarked within 30 days of employment and a copy furnished to the Employer). If the newly employed nurse fails to exercise the foregoing option within 30 calendar days, then that nurse will be required to become and remain a Union member in good standing within 60 calendar days from the day of employment. A nurse failing to achieve and maintain membership in good standing in the Union after the waiver of this option and the passing of 60 calendar days must, at the written request of the Union, be immediately discharged.

The requirement to join the Union and remain a member in good standing will be satisfied by the payment of regular initiation fees and dues uniformly applied to other members of the Union for the class of membership appropriate to employees in the bargaining unit. It will also be satisfied by paying that portion of dues that supports the Union's collective bargaining activities (the Union's "fair share" fee-for-service option), in which event membership privileges will be limited to participation in the local unit.

The Union shall notify the Employer in writing of the failure of any nurse to become or remain a member in good standing in violation of this Article. No request for termination may be made by the Union until at least seven days after the sending of the aforementioned notice.

Nothing in this Article renders the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request termination of the employee as outlined herein.

No Registered Nurse may be discharged or discriminated against for any lawful Union activity, including serving on a Union committee or as a local unit chairperson outside of scheduled working hours.

- 4.2** Dues Deduction. During the term of this Agreement, the Employer will deduct Union dues from the pay of each member of the Union who is regularly employed full-time or part-time and who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions 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 ceases with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that arise against the Employer for, or on account of, any deduction made from the wages of a nurse.

- 4.3** Roster. Upon the effective date of this Agreement, the Employer will supply to the Union a roster of nurses in the bargaining unit. The list will include names, classifications, units, shift, rate of pay, dates of employment, social security numbers, home address and phone numbers. Thereafter, the Employer will quarterly provide the Union with a roster including the above information. Nurses will be responsible for informing the Employer of any change of address. Prior to the orientation of newly employed nurses to this Agreement by the local unit designee, the Employer will provide the unit designee with the name, address, unit, shift status, and dates of hire of such nurses. Monthly, the Hospital will send the Union a list of new hires and terminations.
- 4.4** Access. A duly authorized representative of the Union, after notifying the CEO or designee, may visit the work location of employees covered by this Agreement for the purpose of investigating grievances. Such representatives shall limit their activities during an investigation to matters relating to this Agreement and not interfere with the requirements of patient care.
- 4.5** Local Unit Chairperson. The Union has the right to select a local unit chairperson from among employees in the bargaining unit. Union business performed by the unit officers, including the investigation of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shifts). Such activity may not take precedence over the requirements of patient care. The local unit chairperson or designee will be allowed one half-hour on his or her own time at a time mutually agreed to by the local unit chairperson and the Chief Nursing Officer/designee for the purpose of introducing this Agreement to newly employed nurses. This will normally occur within two weeks of the hire date of newly employed nurses. The Union shall provide a current list of officers and committee members after the effective date of this Agreement and on the date of any changes.
- 4.6** Agreement. The Employer will distribute a copy of this Agreement to all newly hired Registered Nurses, with the Union cover letter as agreed to by the Employer, membership application, and payroll deduction card. The costs of printing such documents will be borne by the Union. The Union will furnish the Employer with copies of the Agreement so that the Employer can provide these copies to newly hired Registered Nurses and managers. The Union is responsible for distributing a copy of the Agreement to all currently employed Registered Nurses.

- 4.7 Meeting Facilities. The Union may use Hospital facilities for meetings of the local unit, with or without the Union staff present, if sufficient advance request for meeting facilities is made to the designated department and space is available.
- 4.8 Negotiations. The Employer will make a reasonable effort to provide release time (see Section 11.6.4) for five local unit officers for the purpose of joint negotiations of the Employment Agreement, but the officers cannot be selected from the same nursing unit.
- 4.9 Bulletin Board. A section of bulletin board space in each department will be designated for the use of the local unit in the Hospital. Such boards may be used for announcements and notifications of professional activities.
- 4.10 Personnel Practices. The local unit chairperson may request copies of personnel practices and procedures pertaining to the bargaining unit at reasonable time intervals. Reasonable requests will not be denied.

ARTICLE 5 - DEFINITIONS

- 5.1 Staff Nurse. A Registered Nurse, as defined in RCW 18.88.70, who is responsible for quality direct and indirect nursing care of the patient.
- 5.2 Charge Nurse. A Staff Nurse who is assigned by the Unit Director/Manager or designee to perform the leadership responsibility to other Staff Nurses and other nursing care staff.
- 5.3 Full-Time Nurse. A Registered Nurse, who is regularly scheduled for 80 hours each 14 days or scheduled to work a regular, full-time, flexible work schedule. Such nurses shall have benefits subject to the provisions of this Agreement.
- 5.4 Part-Time Nurse. A Staff Nurse who is regularly scheduled to work less than 40 hours within a designated seven-day period or 80 hours within a designated two-week period. Part-time nurses are classified as follows:
- 5.4.1 Part-Time "A." A part-time "A" nurse is regularly scheduled to work a minimum of 40 or more hours per 14-day pay period. This position is eligible for benefits as defined in Section 5.11 on a prorata basis, or in lieu of such benefits, a part-time "A" nurse may elect a 15 percent salary differential. If the nurse is eligible for and participates in the Hospital retirement plan, the in-lieu-of premium will be 10 percent. This election must occur within the first ten days of employment. A part-time "A" nurse who elects the foregoing salary differential in lieu of benefits must notify the Employer in writing of the change in option to apply the pro rata portion of benefits rather than the 15 percent in lieu thereof. Such change in option may be applied only once annually, within the pay period immediately following November of each year of the Agreement. Any regularly scheduled full-time nurse whose status changes to part-time may elect prorata benefits or the 15 percent salary differential in lieu of benefits. This election must occur within the first ten days of such status change.

- 5.4.2 Part-Time "B."** A part-time "B" nurse is regularly scheduled to work less than 40 hours per 14-day pay period. This part-time "B" position receives a 15 percent premium in lieu of any and all benefits, as referenced in Section 5.11.
- 5.4.3 Service Increments.** Part-time "A" and "B" nurses are eligible for service increments subject to the provisions of Section 9.1.
- 5.4.4 Premium Pay Eligibility.** Part-time "A" and "B" nurses are eligible for shift differential, callback pay, standby pay, weekend premium pay, and pay for work on a holiday.
- 5.4.5 Written Confirmation of Status.** Part-time "A" and "B" nurses will have their FTE status confirmed in writing at the time of their employment in part-time "A" or part-time "B" status. Absent extreme emergency, nurses will not be scheduled to work more than their FTE status without specific arrangements.
- 5.5 Preceptor Nurse.** A preceptor is a regular full-time or part-time nurse who volunteers to be a preceptor and who is selected by the Unit Director/Manager to participate in the planning and implementation of new skill development for nurses. Preceptors must demonstrate clinical expertise in patient care, communication and leadership skills, and interpersonal relationships and must be able to teach these skills in a close one-to-one relationship with nurses. To qualify as a preceptor, a Registered Nurse must meet the above criteria. Preceptors are assigned by their Unit Director/Manager to a designated nurse on a consistent basis. Nurses who are precepting will have those additional responsibilities considered in their work assignments and, if possible, will be consulted before the precepting nurses are promoted to Staff Nurse. Eligibility for preceptor pay is subject to determination by the Unit Director/Manager. Subject to the Employer's prior approval, preceptor pay will be paid to those who provide relief to the preceptor for a shift of eight or more hours' duration. Preceptor assignments may be made for the orientation of experienced nurses at the discretion of the Unit Director/Manager.
- 5.6 Per Diem Nurse.** A non regularly scheduled nurse who works as needed during any period when the Employer needs to schedule additional work to be done, as follows: when a temporarily augmented workforce is needed, when an emergency exists, and/or when needed to cover a regularly scheduled employee's PTO, EIT, education leave, leave of absence, and any other absenteeism. Per Diem nurses include nurses scheduled on a "call in" basis.
- 5.6.1 Per Diem Salary.** Effective upon ratification of this Agreement, a newly hired Per Diem nurse is to be paid the salary specified in Article 9 for the step that reflects his or her continuous recent experience at his or her date of hire, subject to the provisions of Section 9.3, plus a 15 percent premium (see Per Diem Benefits, Section 5.6.3), and subject to the following:
- Nurses with less than one year's experience Step B

Nurses with one but less than four years' experience Step D
Nurses with four but less than eight years' experience Step G
Nurses with eight or more years' experience Step J

Per Diem nurses will be eligible for the next level of per diem pay only after two calendar years' service and after having completed 1,664 hours.

Nurses hired before October 2000 will remain on the prior scale, based on the conversion agreed-to by the parties.

5.6.2 Premium Pay Eligibility. A Per Diem nurse is eligible for shift differential, callback pay, standby pay, weekend premium pay, and pay for work on a holiday.

5.6.3 Per Diem Benefits. Per Diem nurses will not be eligible for any benefits as defined in Section 5.11, with the exception of those benefits described in Sections 13.8, 13.9, 13.10, 13.12, and 13.14. In lieu of benefits, Per Diem nurses will receive a premium of 15 percent above the appropriate salary step, as listed in Sections 5.7.1 and 9.2.

5.6.4 Per Diem Reclassified. A Per Diem nurse reclassified to regularly scheduled full-time or part-time "A" status is to be given credit for all previous hours worked for benefit accrual purposes. Regular full-time or part-time "A" and "B" nurses changing to Per Diem status are to be paid at the same step they held as regular nurses at the time of the change but not less than provided for above for new Per Diem nurses with equivalent experience. The step thus determined will apply for the term of Per Diem status. Any regularly scheduled full-time or part-time "A" nurse changing to Per Diem status for no more than six months will have all unused accrued benefits accrued to the date of change to Per Diem status banked until he or she is reassigned to a regularly scheduled full-time or regularly scheduled part-time "A" status.

5.6.5 Per Diem Work Requirements. Per Diem nurses when called shall work at least four shifts per month and be willing to work two shifts of the three scheduled shifts per 24-hour period, be available to work at least one weekend per month, and generally be available to float between two or more units. In addition, Per Diem nurses shall be available to work, if needed, two holidays per year, one of which will be New Year's Day, Thanksgiving Day, or Christmas Day. In the Emergency Department, a Per Diem nurse shall work three shifts of the four scheduled shifts per 24-hour period as determined by the Employer. A Per Diem nurse who does not comply with these requirements will be dismissed from employment.

5.7 Resident Nurse. A resident nurse is one whose clinical experience after graduation is less than six months or a Registered Nurse who is returning to practice with no recent clinical training and experience.

- 5.8** Preceptee Nurse. This definition will be utilized when a nurse is working as a preceptee according to Section 16.4. A preceptee nurse must meet the criteria as stated in Section 5.7 (Resident Nurse) or be an experienced Registered Nurse changing from one clinical area to another area that requires different skills and competency levels.
- 5.9** Experienced Nurse. This definition applies to an experienced nurse who is orienting according to Section 16.4. An experienced nurse is a newly hired Registered Nurse with current acute care experience in the area of clinical practice in which he or she is being hired; or a newly hired Registered Nurse with current acute care experience hired in an area of clinical practice that requires different skills and competency levels; or a Registered Nurse currently employed at the Hospital who has chosen to move from one area of clinical practice to another that requires different skills and competency levels.
- 5.10** Regular Rate of Pay. "Regular Rate of Pay" means the straight-time salary specified in Section 9.2 plus applicable shift premiums and certification pay. It does not include weekend premium (Section 10.2) or incentive premium (Section 22.2).
- 5.11** Benefits. "Benefits" means PTO as specified in Article 11, EIT as specified in Article 12, and employee benefits as specified in Article 13. It also includes the retirement plan referred to in Article 14 and paid leaves of absence referred to in Article 15. Part-time "A," Part-time "B," and Per Diem nurses' benefits are subject to the provisions relating to those positions as stated in Sections 5.4 and 5.6.
- 5.12** Compensated Hours. "Compensated hours" are hours worked by a nurse that are paid at the regular rate of pay or at overtime, including hours taken as low-census hours off (for benefits only). It also includes time not worked that is paid at regular pay, including PTO, EIT, and paid leaves of absence specified in Article 15. Compensated hours do not include standby hours or hours on unpaid leave.
- 5.13** Year of Service. A year of service for the purpose of PTO accumulation as referred to in Section 11.3 means 2,080 compensated hours but not less than 12 consecutive months. A year of service for the purpose of advancement on the salary schedule means completion of 1,664 compensated hours for full-time nurses and part-time nurses, but not less than 12 consecutive months since the previous increase.
- 5.14** Seniority. Seniority means a regularly scheduled nurse's continuous length of service, based on hours compensated (excluding standby pay), with the Employer from the most recent date of hire. Seniority will not apply to a nurse until he or she has completed the probationary period. Upon satisfactory completion of the probationary period, the nurse will be credited with seniority from the most recent date of hire. A change in position or classification will not alter a nurse's seniority for purposes of accrual of benefits and eligibility for service increments.

5.14.1 Loss of Seniority. Seniority is broken by the following:

- a. Resignation;
- b. Discharge;
- c. Retirement;
- d. Layoff of more than 12 months;
- e. Failure to return in accordance with a leave of absence or recall from reduction in force; or
- f. Illness or injury of more than one year's duration.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 Workday/Work Period. The Hospital and the nurses mutually recognize the benefit that innovative work schedules may have on recruitment and retention of qualified nurses. To further encourage the exploration, development, and offering of innovative work schedules, the Hospital and the nurses agree to work together to create an environment in which nursing staff and nurse managers have an opportunity to use innovative work schedules. Factors to be considered are patient care needs, nurse interest, cost impact on operations, turnover, vacancy rates, overtime, and employee morale. Therefore, the Employer shall provide two types of workweek schedules for nurses employed at the Hospital. These are defined as a standard work period of eight hours per day or 80 hours per pay period and a 40-hour workweek that will accommodate flexible work schedules. The workdays and work periods as specified in this Article do not constitute guaranteed hours of work.

6.2 8/80 Work Period. For those employees scheduled to 8/80 work schedules, the standard workday consists of eight hours of work to be completed within eight and one-half consecutive hours. The standard work period consists of 80 hours of work within a 14-day period.

6.2.1 Overtime. Overtime will be paid at one and one-half times the regular rate of pay as defined in Section 5.10 after 80 hours worked in a standard 80-hour work period prior to the scheduled start of the shift or past the regularly scheduled shift as defined below. If the schedule changes after the shift is started, additional time worked will be paid as overtime.

If a nurse works more than eight hours on an eight-hour shift, the nurse will be paid time and one-half the regular rate of pay, as defined in Section 5.10. All time worked beyond 12 hours in one day will be paid at double the regular rate of pay as defined in Section 5.10. There is to be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half or double time. When a nurse is eligible for two or more forms of time and one-half or double time, the nurse will receive only the highest pay rate. All overtime is subject to

approval by the applicable supervisor. Overtime goes into effect if the nurse works ten minutes or more after the end of a scheduled shift or prior to a scheduled shift. Overtime pay is to be calculated to the nearest quarter-hour.

6.2.2 Holidays. In an 8/80 work schedule, holidays are to be paid as defined in Sections 6.6 and 6.7. The shift to be paid at holiday rates will be the shift during which the bulk of the hours worked by the nurse fall on the date being observed as the holiday, with the exception of Thanksgiving, Christmas, and New Year's Day, which will be observed and paid as defined in Section 6.7.

6.2.3 Weekends. In an 8/80 work schedule, weekend premium is to be paid according to Section 10.2.

6.2.4 Breaks.

6.2.4.1 Rest Break. One rest period of 15 minutes for each four-hour work period must be provided. Nurses shall leave their clinical areas during rest periods, but they may use the report or break rooms on nursing units. Except as authorized by the Employer, rest periods may not be added to the meal period or be taken off the end of a shift. The Employer shall also provide restrooms, lockers, and attendant facilities.

6.2.4.2 Meal Break. A period of 30 minutes within each shift on the nurse's own time must be provided for a meal. The nurses shall leave their clinical areas during meal breaks. As determined by the Employer, nurses who are not relieved or who are unable to leave the Unit for their meal break must be paid for their meal break at the overtime rate. During this meal period, nurses are free to leave the premises provided that adequate nursing care is maintained, but they must sign out or clock out on leaving the premises and sign in or clock in upon returning to the Hospital. The Employer shall provide adequate facilities for meal breaks. Nurses must notify their Unit Director/Manager or the Hospital Supervisor of their intention to leave.

6.2.5 Rest Between Shifts. Nurses, other than OR/Recovery Room nurses assigned to standby duty and Home Health nurses assigned to standby duty, will normally have an unbroken rest period of at least 12 hours (as described below) between regularly scheduled shifts unless emergency conditions require a nurse to work longer periods to meet adequate nursing care requirements. This provision may be waived by mutual consent between the nurse and Employer. Nurses who work without 12 hours off between regularly scheduled eight-hour shifts will be paid time and one-half for all hours worked within the 12-hour period.

6.2.5.a An OR/Recovery Room and Home Health nurse assigned to standby duty who has worked from 7:30 p.m. to 5 a.m. on callback status or overtime status will be paid for up to eight hours at time and one-half for hours worked into the next regularly scheduled shift. The Unit Director/Manager will make a

reasonable effort to release such nurse from duty when staffing permits.

Example: If Nurse X is called back (Section 10.4) at 4 a.m. and works one hour, and if Nurse X is scheduled to come back to work at 7:15 a.m., Nurse X will be paid for up to eight hours at time and one-half. Example: If Nurse X is called back (Section 10.4) at 5:15 a.m. and works one hour, and if Nurse X is scheduled to come back to work at 7:15 a.m., Nurse X will be paid for all hours worked at Nurse X's regular rate.

6.3 Flexible Work Schedule. For those employees scheduled on the basis of flexible work schedules, the standard work shift may be 10 or 12 hours of work to be completed within 10½ or 12½ consecutive hours, respectively. A standard work period will consist of 40 hours of work within a seven-day period. The workweek is Sunday through Saturday.

For nurses employed as a result of advertised and/or posted (Section 7.8) flexible work schedules, the nurse's work schedule will be in accordance with the advertised and/or posted schedule. On any given unit, if the majority of nurses (75 percent or more) are working a flexible work schedule, then that unit may convert with a 30-day notice to an across-the-board flexible work schedule. Implementation of such changes will be discussed in the Conference Committee. Changes to these flexible work schedules will be carried out in accordance with Section 6.3.7.

Subject to the above provisions, the Employer has the right to implement the following flexible work schedules subject to the 40-hour-workweek rule. (Overtime will be paid as outlined below for flexible work schedules.)

6.3.1 Ten-Hour Flexible Work Schedule. Nurses working ten-hour shifts must be compensated for actual hours worked. Nurses will not receive shift premium for day shift but will receive the appropriate shift premium pay for evening and night shifts, the hours of which are subject to the Employer's determination. Overtime is to be paid as outlined below. Benefits are prorated to actual hours worked.

6.3.1.1 Overtime. Overtime is to be paid at one and one-half times the regular rate of pay as defined in Section 5.10 after 40 hours worked in a 40-hour workweek or for time worked prior to the scheduled start of the shift or past the regularly scheduled shift as defined below. If the schedule changes after the shift is started, additional time worked will be paid as overtime.

If a nurse works more than ten hours on a 10½-hour shift, the nurse will be paid time and one-half the regular rate of pay as defined in Section 5.10 for up to 12 hours, then

double the regular rate of pay as defined in Section 5.10 for hours over 12.

There is to be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half or double time. When a nurse is eligible for two or more forms of time and one-half or double time, the nurse will receive only the highest one pay rate. All overtime is subject to approval by the applicable supervisor.

Overtime goes into effect if the nurse works ten minutes or more after the end of the scheduled shift or prior to a scheduled shift. Overtime pay is to be calculated to the nearest quarter-hour.

6.3.1.2 Breaks.

6.3.1.2.a Rest Break. One rest period of 15 minutes for each four-hour work period must be provided. Nurses shall leave their clinical areas during rest periods, but they may use the report or break rooms on nursing units. Except as authorized by the Employer, rest periods may not be added to the meal period or be taken off the end of a shift. The Employer shall also provide restrooms, lockers, and attendant facilities.

6.3.1.2.b Meal Break. A period of 30 minutes within each shift on the nurse's own time must be provided for a meal. The nurses shall leave their clinical areas during meal breaks. As determined by the Employer, nurses who are not relieved or who are unable to leave the Unit for their meal break must be paid for their meal break at the overtime rate. During this meal period, nurses are free to leave the premises provided that adequate nursing care is maintained, but they must sign out or clock out on leaving the premises and sign in or clock in upon returning to the Hospital. The Employer shall provide adequate facilities for meal breaks. Nurses must notify their Unit Director/Manager or the Hospital Supervisor of their intention to leave.

6.3.1.3 Rest Between Shifts. Nurses assigned to work a ten-hour flexible work schedule, other than OR/Recovery Room nurses assigned to standby duty and Home Health nurses assigned to standby duty, will normally have an unbroken rest period (as described below) between shifts unless emergency conditions require a nurse to work longer periods to meet adequate nursing

care requirements. This provision may be waived by mutual consent of the nurse and Employer.

Nurses who work without ten hours off between regularly scheduled ten-hour shifts will be paid time and one-half for hours worked within the 10-hour period.

6.3.1.3.a An OR/Recovery Room and Home Health nurse assigned to standby duty who has worked from 7:30 p.m. to 5 a.m. on callback status or overtime status will be paid for up to eight hours at time and one-half for hours worked into the next regularly scheduled shift. The remaining two hours of the shift will be paid at the nurse's regular rate of pay. The Unit Director/Manager will make every effort to release such a nurse from duty when staffing permits. For application of this provision, see the example set out in Section 6.2.5.a.

6.3.1.4 Holidays Worked. Nurses working a ten-hour flexible work schedule on a holiday will be paid according to Article 6.3.3.

6.3.2 12-Hour Flexible Work Schedule. Twelve hour nurses will receive pay and other benefit accruals based on hours worked (except as provided in Articles 10, 13 and 22).

6.3.2.1 Overtime. Overtime will be paid at one and one-half times the regular rate of pay as defined in Section 5.10 after 40 hours worked in a 40-hour workweek or for time worked prior to the scheduled start of the shift or past the regularly scheduled shift as defined below. If the schedule changes after the shift is started, additional time worked will be paid as overtime.

If a nurse works over 12 hours on a 12½ hour shift, the nurse will be paid one and one-half times the regular rate of pay as defined in Section 5.10., up to 13 hours, then double time the regular rate of pay as defined in Section 5.10 for hours over 13.

There is to be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half. or double time. When a nurse is eligible for two or more forms of time and one-half or double time, the nurse will receive only the highest one pay rate. All overtime is subject to approval by the applicable supervisor. Overtime goes into effect if the nurse works ten minutes or more after the end of the scheduled shift or prior to a scheduled shift. Overtime pay is to be calculated to the nearest quarter-hour.

6.3.2.2 Breaks.

6.3.2.2.a Rest Break. One rest period of 15 minutes for each four-hour work period must be provided. Nurses shall leave their clinical areas during rest periods, but they may use the report or break rooms on nursing units. Except as authorized by the Employer, rest periods may not be added to the meal period or be taken off the end of a shift. The Employer shall also provide restrooms, lockers, and attendant facilities.

6.3.2.2.b Meal Break. A period of 30 minutes within each shift on the nurse's own time must be provided for a meal. The nurses shall leave their clinical areas during meal breaks. As determined by the Employer, nurses who are not relieved or who are unable to leave the Unit for their meal break must be paid for their meal break at the overtime rate. During this meal period, nurses are free to leave the premises provided that adequate nursing care is maintained, but they must sign out or clock out on leaving the premises and sign in or clock in upon returning to the Hospital. The Employer shall provide adequate facilities for meal breaks. Nurses must notify their Unit Director/Manager or the Hospital Supervisor of their intention to leave.

6.3.2.3 Rest Between Shifts. Nurses assigned to work flexible work schedules, other than OR/Recovery Room nurses assigned to standby duty and Home Health Nurses assigned to standby duty, will normally have an unbroken rest period (as described below) between shifts unless emergency conditions require a nurse to work longer periods to meet adequate nursing care requirements. This provision may be waived by mutual consent between the nurse and the Employer.

Nurses who work without ten hours off between regularly scheduled 12-hour shifts will be paid time and one-half for hours worked during the 10-hour period commencing with the last hour worked.

6.3.2.3.a An OR/Recovery Room and Home Health nurse assigned to standby duty who has worked from 7:30 p.m. to 5 a.m. on callback status or overtime status will be paid for up to eight hours at time and one-half for hours worked into the next regularly scheduled shift. The remaining four hours of the shift will be paid at the nurse's regular rate of pay. The Unit Director/Manager will make every effort to release such a nurse from duty when staffing permits. For application of this provision, see the example set out in Section 6.2.5.a.

6.3.2.4 Holidays Worked. Nurses working a 12-hour flexible work schedule on a holiday will be paid according to Article 6.3.3.

6.3.3 Flexible Work Holidays. Nurses working flexible work schedules of 10- or 12-hour shifts will receive holiday pay for only those hours worked on the holiday between 12 midnight and 11:59 p.m., a 24-hour period as determined by the Employer, except for those holidays specified in Section 6.7.

6.3.4 Weekends. In the flexible work schedule, weekend premium will be paid according to Section 10.2.

6.3.5 Use of Paid Days Off and Extended Ill Time. Employees working flexible work schedules are entitled to receive PTO and EIT up to the hours they are normally scheduled to work under the flexible work schedule.

6.3.6 Transfers. Nurses who work flexible work schedules and find they cannot continue to do so, for whatever reason, may apply for any posted open position and will be considered for transfer at the first appropriate opening.

6.3.7 Flexible Work Schedules/Management Right.

6.3.7.1 Return to 8/80 Work Period. If nurses have work schedules other than the eight-hour workday schedule, the Hospital has the right to change the nurses back to the eight-hour day schedule or the work schedule that was in effect immediately prior to the alternative work schedule after 30 days' advance notice to nurses. If a nurse was not previously assigned to a shift prior to being assigned to a flexible work schedule, then the Employer has the right to reassign the nurse to any schedule as needed by the Employer. Reassignment will be carried out in accordance with Section 7.8 except in the event of an emergency, when no posting will be necessary. A temporary emergency assignment is not to last longer than 60 days.

6.4 Work Schedules. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post monthly work schedules by the twentieth day of the month immediately preceding the month in which the schedule is effective. Established monthly schedules may be amended by mutual agreement between the employee and the Employer at any time. Posted schedules may not specify work in excess of 8 hours a day or 80 hours per standard work period or in excess of the flexible work day or flexible standard work period without mutual agreement between the employee and the Employer.

Requests for particular PTO will be made by the tenth day of the month, but no later than the fifteenth day of the previous month, to the Unit Director/Manager. PTO used for vacation days off will be requested according to Section 11.6.2.

- 6.4.1 Additional Hours.** If additional hours become available, they will be offered to regular full-time and part-time nurses who have been placed on low census based on skills and ability as determined by the Unit Director/Manager. Any remaining extra shifts will then be offered to the rest of the full-time and part-time nursing staff who have asked for them in writing and who are qualified, as determined by the Unit Director/Manager, before being offered to Per Diem nurses. The additional hours will be allocated so as to not place a nurse in overtime status, as provided in Articles 6.2.1, 6.3.1.1, and 6.3.2.1 of this Agreement. Nurses may be cross-trained to increase the pool of trained float nurses and to allow for low-census rotation.
- 6.5 Weekends.** The Employer will make a good faith effort to schedule all full-time and part-time nurses to every other weekend off. Except in emergency situations, the Employer shall schedule nurses so that they have at least every other weekend off. If a full-time or part-time nurse is required to work two successive weekends, all time worked on the weekend that would otherwise be scheduled off will be paid at the rate of one and one-half times the nurse's regular rate of pay. This provision will not apply to part-time nurses or to full-time nurses who voluntarily agree to more frequent duty or to nurses who trade weekends with other nurses for their own convenience or education time. Weekend hours are all hours between 11:30 p.m. Friday and 12 midnight Sunday.
- 6.6 Pay For Work on Holidays.** Regularly scheduled full-time and part-time "A" and "B" nurses, after completion of the probationary period, who are required to work on Presidents' Day, Memorial Day, Independence Day, or Labor Day are to be paid at the rate of time and one-half for all hours worked as defined in Section 6.7. Regularly scheduled full-time and part-time "A" and "B" nurses, after completion of the probationary period, who are required to work on Thanksgiving, Christmas Day, or New Year's Day are to be paid at the rate of double time for all hours worked as defined in Section 6.7. Per Diem nurses scheduled to work on any aforementioned holidays are to be paid at time and one-half for such work. Overtime will be paid when appropriate as provided for in Sections 6.2.1, 6.3.1.1, and 6.3.2.1.
- 6.7 Days and Hours of Holiday Observance.** Calendar days to be observed as holidays will be as specified in Section 6.6 and will be posted by the Employer at least one month in advance in conspicuous locations in the Hospital. For Thanksgiving, Christmas and New Year holidays the holiday observance will be from 7 p.m. on the day immediately prior to the actual day of the holiday, to 7 p.m. on the actual day of the holiday. In all other instances the shift to be paid at holiday rates will be as specified in Section 6.2.2 and Section 6.3.3.
- 6.8 Rotation of Holiday Work.** Work on holidays is to be rotated by the Employer to the extent feasible.

- 6.9 Other Innovative Work Schedules. If the Employer determines that it would be beneficial to establish an innovative schedule other than or in addition to the 10- and 12-hour work schedules described in Section 6.3 of this Article, the Employer will proceed with consideration of other shifts subject to prior mutual written approval by the Union and the nurse.

ARTICLE 7 - EMPLOYMENT PRACTICES

- 7.1 Personnel Action Requests. The Employer will specify on a written Personnel Action Request form the job classification, rate of pay, unit, shift, and effective date of each nurse's status. A copy of the Personnel Action Request form will be given to the nurse on conditions of hiring and termination and for leaves of absence. Upon request by the nurse, copies of status changes other than hire, termination, and leaves of absence will be made available to the nurse.
- 7.2 Paydays. Paydays will normally be on every other Friday during each month. In any event, paychecks will be available no later than three days after the due date. If a payday falls on a holiday, the Employer shall make every effort to distribute paychecks on the last working day prior to the weekend or holiday.
- 7.3 Personnel File. Nurses are to have access to their personnel files except reference verifications and other third-party materials. After the completion of the probationary period, the Employer will place such verifications and third-party materials in a separate confidential file that will be accessible only by subpoena or to otherwise defend an action against the Hospital, in which case the nurse will be notified and given the opportunity to review the documents in the file. Conditions of hiring, termination, and leaves of absence must be made in writing with a copy given to the nurse.
- 7.4 Probationary Period. The first 90 calendar days of employment will be a probationary period for regular full-time and regular part-time nurses, including resident nurses. The Employer shall evaluate a probationary period employee in writing on or before the ninetieth day of the probationary period. Upon completion of the applicable probationary period, the nurse is to be considered a regularly employed employee unless specifically advised otherwise by the Unit Director/Manager. The probationary period may be extended for an additional 90 calendar days by the Unit Director/Manager provided, however, that such an extension of the probationary period will not affect the nurse's wages. Monthly written evaluations with work performance criteria will be provided during this extended period. The nurse will attain regular status upon satisfactory completion of such criteria. Probationary nurses are not required to give two weeks' notice of intention to terminate. Probationary nurses may be discharged without just cause and without any recourse.
- 7.5 Residency Period. Residency may not exceed six months unless the Unit Director/Manager determines that the residency should be longer. If the nurse does not successfully complete the residency period and the residency is not extended, the nurse is to be terminated. A resident nurse will be assigned as a team member under close supervision of more experienced nurses and will be

responsible for the direct care of limited numbers of patients. An experienced Registered Nurse returning to practice who has recently satisfactorily completed an approved nursing refresher course will be reviewed within the probationary period.

A resident nurse who is specifically assigned a regular patient load for a full shift without direct supervision or who is specifically assigned to function as a Staff Nurse is to be compensated for that shift at the Staff Nurse rate of pay; but a new resident nurse will work at resident pay regardless of responsibility level for the first three months of employment. An experienced resident nurse may not be required to remain for three months at the resident pay level.

7.6 Evaluations. Nurses may receive written evaluations before the end of their probationary period and will receive a written evaluation annually thereafter 30 days, before, in the month of, or 30 days after their anniversary date. Nurses will have the opportunity to read, sign, and respond in writing to their evaluations. If a nurse disagrees with the evaluation, the objection is to be retained with the evaluation in the nurse's personnel file; the nurse will be given a copy of the evaluation. Upon request, a nurse will be given a termination evaluation and/or exit interview.

7.7 Vacant Positions and Notice.

7.7.1 Employer Notice. Upon completion of the probationary period, regularly scheduled nurses will be provided two weeks' notice of termination or pay in lieu thereof plus any accrued unused PTO, but the Employer is not required to comply with the provisions of this Section when a nurse is discharged for cause.

7.7.2 Employee Notice. Regularly employed nurses shall make a reasonable effort to give 30 days' written notice of resignation to the Employer, but in no event less than 14 days' written notification. The 14-day period must be worked by the nurse in accordance with the posted schedule. Failure to give such notice may result in loss of accrued benefits. The Employer will give consideration to situations that would make such notice by the nurse impossible.

7.7.3 Vacant Positions. See Article 22.

7.8 Posting Open Positions. Notice of vacant bargaining unit positions will be posted on the Employer's central bulletin board and available for viewing and applying over the internet (both external and internal only positions), for 96 hours prior to filling. This includes any regularly scheduled position in a particular unit that for the preceding four months has been staffed by Per Diem nurses and that the Employer desires to continue to staff. When consistent with Hospital policy, the Employer will post openings in supervisory positions so that nurses in the bargaining unit may make their interest in such positions known to management. Written requests for promotion, shift assignment, and lateral transfer may be submitted in advance for positions that may subsequently

become vacant. Hospital Supervisors may apply for bargaining unit positions and be considered after all qualified applicants from the bargaining unit.

- 7.9** Transfers. To be considered for the position, the nurse must complete the appropriate Hospital form and submit it to the Human Resources Department. Preference will be given to present, qualified nurses based on their registered-nurse seniority, skills, abilities, and qualifications as determined by the Unit Director/Manager. If the employee requests a transfer for an open position and is selected, the Employer will make a reasonable effort to transfer a nurse to this new position within 30 calendar days. Exceptions: (a) the Employer is unable to fill potentially vacated positions; (b) the Employer would have to pay existing unit nurses overtime to cover the vacancies; (c) the vacancies would compromise patient care as determined by the Employer. In all these exceptions, the Employer may accomplish the transfer beyond the 30 calendar days but no later than 60 calendar days. Refer to Article 22.
- 7.10** Right to Decline Promotion. A nurse may not be penalized for refusing to accept a higher position or classification.
- 7.11** Nurses Reemployed. Nurses reemployed within three months of their termination date will be entitled to previous PTO accrual rate and previously unused EIT and to the same vacation, seniority, salary schedule, and position on the seniority roster that was in effect as of the termination date. Nurses reemployed within four to six months of their termination date will be entitled to previous placement on the salary schedule but not to the other benefits specified in the previous sentence.
- 7.12** Rules and Regulations/Safety.
- 7.12.1** Hospital Responsibilities. The Employer shall provide orientation, training, and education for nurses who may be routinely exposed to potentially hazardous substances and harmful biological or physical agents in their jobs.
- The Employer shall provide equipment in order to safely implement policies.
- 7.12.2** Nurses' Responsibilities. The nurses shall comply with all health and safety policies and procedures of the Hospital.
- 7.12.3** Joint Responsibilities. Nurses and the Employer shall comply with OSHA Standards, WSHA Standards, Washington State Nursing Care Quality Assurance Commission rules and regulations, Joint Commission Standards, the Department of Health rules and regulations, and all other applicable federal, state, and local laws. Nurses shall also comply with the Hospital's policies and procedures relating to the implementation of these rules, regulations, and laws.

7.13 Transport of Patients. A Registered Nurse who, in accordance with Employer policy, is directed to accompany a patient traveling by ambulance, helicopter, etc., or to transfer a person to the Hospital for admission or care, will be considered in the employ of the Employer and will be covered by the Employer's liability policy, unless a mutual agreement in writing between the nurse and the Chief Nursing Officer states specifically and in advance that other arrangements have been made. If the return trip to the Employer's premises is not by ambulance or helicopter in which the nurse traveled with the patient, the nurse's return-trip transportation expense will be specified and provided by the Employer before departure. All verified reasonable expenses, as determined by the Employer, will be paid. In either case, no employee will transport a patient or person to be admitted without prior approval by the Employer.

7.14 Discipline.

7.14.1 Just Cause. Any nurse who has completed his or her probationary period and who is otherwise covered by this Agreement may be discharged, suspended, or subjected to any other disciplinary action only for just cause. Both parties agree that every reasonable attempt should be made to counsel employees prior to any disciplinary action. Probationary nurses may be terminated without cause and without recourse.

7.14.2 Procedure. The Employer will apply the principle of progressive discipline consisting of a verbal warning, written warning, suspension, and discharge. The disciplinary action to be taken depends on the seriousness of the affected nurse's misconduct. The Employer may proceed directly to discharge without administering progressive discipline, depending on the severity of the misconduct(s) and/or offense(s). Copies of such notice will be provided to the nurse on request at the time formal disciplinary actions are taken or shortly thereafter. A nurse will be requested to sign the written warning or suspension to indicate that he or she has seen and comprehended the nature of the disciplinary action. The nurse may request representation in an investigatory meeting wherein disciplinary action may result or wherein disciplinary action is taken by the Employer. The local unit chairperson will be notified of termination for cause. The Employer will, at the time of a verbal and/or written warning, inform the employee of the potential date when removal of such disciplinary action will be removed from the nurse's file if no further action is needed and no further violation occurs.

7.15 Alcohol and Substance Abuse Guidelines. The Hospital and the Union have a vital interest in maintaining safe, healthful, and efficient working conditions for Hospital employees. Being under the influence of or the mere presence of a potentially abusive substance or alcohol on the job may present serious safety and health risks to the user, the patients, and all others working with the user and the Hospital. The possession, use, sale, or mere presence of any substance that could alter mental and physical abilities, or the use of alcohol in the workplace also presents an unacceptable risk to safe, healthful, and efficient work

operations. The Hospital and the Union realize that chemical dependency is an illness. The Employer and the Union support efforts that will enable the chemically impaired nurse to remain in professional nursing practice.

Based on these basic objectives, the following policy is implemented with regard to use, possession, sale or mere presence of alcohol or substances that could alter mental and/or physical abilities while at work. It is the Hospital and Union's desire, subject to certain conditions, to help any employee who has a substance-abuse problem to resolve that problem. Professional assistance for resolving employee alcohol or substance abuse programs is available. The employee may access the Employer's medical program, to the extent available, and the Employee Assistance Program as well as other community programs or agencies. An employee who is in an accredited full-time treatment program for chemical dependency may use EIT and any accrued PTO.

7.15.1 Policy Statement. Manufacturing, distributing, dispensing, possessing, or using alcohol and/or illegal drugs, or the presence of alcohol and/or illegal drugs in an employee's system while at work, is prohibited. An employee is subject to disciplinary action, including termination, if the employee tests positive for illegal drugs and/or has a blood-alcohol tested level of .04. The misuse of legal substances at work is also prohibited.

The Employer is obliged to report and will report to the Washington State Nursing Care Quality Assurance Commission and other applicable state or federal agencies regarding drug or alcohol abuse or dependency.

7.15.2 Testing Cut-Off Levels. Testing cut-off levels will be in accordance with NIDA-certified and approved laboratory test standards. A screening test is the initial drug test used as a preliminary step in detecting the presence of drugs. A confirmation test is a second substance-abuse test performed on a second portion of the original test sample using gas chromatography-mass spectrometry. The confirmation test follows a screening test that shows evidence of a drug or drug metabolite.

7.15.2.1 Testing Procedures.

a. Reasonable Cause Testing: Employees who are reasonably suspected of possessing, manufacturing, distributing, using, or having the presence of a prohibited drug or alcohol in their systems will be immediately relieved of their duties and will be subject to immediate drug and/or alcohol testing.

b. Post-Accident Testing: Any employee who contributes to an incident and/or accident involving a patient, a fellow worker, Hospital property, or any third party, as determined by the Employer, may be required by the Employer to submit to a drug and/or alcohol test. Post-incident and/or post-accident testing is to be performed as soon as possible but no later than 32 hours after the incident or accident.

7.15.3 Employee Rights and Responsibilities. Prior to any drug and/or alcohol testing, applicants and employees shall sign a release-of-information form so that the test results can be released directly and immediately to Hospital management. If a drug-screening test indicates evidence of prohibited drugs or drug metabolites, the Hospital will have a confirmation test performed on a second portion of the original sample. If the confirmation test is positive, the employee will be offered one chance during his or her employment to work with Washington Health Professional Services to adhere to a plan of treatment and rehabilitation. If the employee refuses or does not successfully complete rehabilitation, he or she will be subject to immediate discharge. A single test will be performed for alcohol. There is no confirmation testing applicable to the presence of alcohol.

Employees tested will have the results placed in a confidential file located in the Human Resources Department. If requested, employees may receive a copy of test results placed in their file as well as copies of any conclusions drawn and actions taken based on the test results and reports. Records that an employee passed or failed a drug or alcohol test will remain in the confidential file permanently. If an employee grieves drug or alcohol-testing matters, any and all records pertaining thereto are discoverable and admissible for grievance procedure purposes, including preparation therefore.

7.15.4 Return-to-Duty Contract/Testing. Any employee who admits to a drug or alcohol problem will be subject to return-to-duty testing after completing rehabilitative treatment. An employee may not return to employment until the following, as determined by the Employer, has occurred:

7.15.4.1 He or she has passed a drug or alcohol test; and

7.15.4.2 He or she has executed a substance abuse monitoring contract with Washington Health Professional Services; and

7.15.4.3 He or she has executed a substance abuse contract with the Employer, consistent with the Employer's determinations, including random and unannounced drug and/or alcohol testing during the 36 months following return to duty; and

7.15.4.4 He or she has been released by an appropriate authority as being capable of performing all the essential functions of the position; and

7.15.4.5 The Employer has a position available at the time the employee has completed all of the above.

7.15.5 Suspension Without Pay. If an employee fails a drug and/or alcohol test, the employee will be immediately suspended without pay; the employee may use accrued PTO. The Washington Professional Services Program

will be notified immediately, and a determination will be made, after conferring with the staff, as to whether the employee will be allowed to return to duty. This could result in immediate discharge.

7.15.6 Discipline. No disciplinary action will be issued against any employee who admits to an alcohol and/or drug problem prior to being required to take a drug and/or alcohol test and who obtains treatment. Employees seeking medical attention for alcoholism or drug addiction will be entitled to benefits under the applicable medical plan subject to the medical plan policies. Employees who successfully complete treatment must take and pass a return-to-duty drug and alcohol test and comply with the provisions of Section 7.15.4. Normally, employees have the opportunity of rehabilitation only once during the course of their employment with the Hospital.

Any employee who refuses to submit to a drug test and/or alcohol test will be subject to immediate discharge.

7.16 Staffing. The Hospital has the right to determine staffing levels consistent with quality patient care. Nurses are encouraged to bring their concerns to the Unit Director/Manager. If the response is unsatisfactory, nurses are encouraged to bring their concerns to the Nursing Practice Committee. If the response of the Committee is unsatisfactory, the nurses may refer the matter to the CEO or designee.

7.17 Fluctuating Census: To meet daily patient care needs, floating will be the responsibility of all nurses. Nurses will be expected to perform as either a Flex-Float RN or Cross-Trained RN (as defined below) but will not be expected to perform skills or procedures specifically applicable to the nursing unit for which they have not been currently or adequately trained. Flex-Float RNs may be requested to return to their home unit if the census or acuity in the home unit requires, as determined by the Unit Director/Manager/Hospital Supervisor. Cross-Trained RNs will not normally be available to return to the home unit.

7.17.1 Flex (Day/Night) Positions: If a nurse feels that a day/night flex position is no longer necessary, the nurse may request that the position be changed to permanent shift position and posted per section 7.8 Posting Open Positions.

7.17.2 Flex-Float RN: This nurse performs basic Registered Nurse competency skills and provides additional assistance to core staff. This nurse has a specialty that may require a returning to home unit. Flex-Float RNs are not given a patient assignment.

7.17.3 Cross-Trained RN: This nurse is fully oriented and trained to a unit other than the home unit. The Cross-Trained nurse will

complete the unit competencies. This nurse must be able to perform at a level similar to the unit's regular staff and will be allowed to bump Per Diems scheduled in that department provided the nurse is on straight time. The nurse may volunteer to be cross-trained on the receiving unit. The Director will evaluate such requests for orientation.

Nurses who are cross-trained to float will be paid a differential of \$4.00 per hour, when required by the Hospital to float to a unit other than their home unit. Units are defined as follows: Surgical Services, ER, ICU, Peds, Family Birth Center, Special Care Nursery and Med/Surg, PCU, GI (Center and Lab), Short Stay, Cath Lab/DI/Cardiac Services and Cardiac Rehab.

7.17.4 Floating: The floating role will be identified clearly on the assignment list posted by management before the nurse's shift begins.

Reasonable effort will be made to have an equitable distribution of floating among all employees on a given unit, and there will be no multiple bumping as a result of floating except for patient-care emergencies. Questions regarding patient-care emergencies may be referred to the Conference Committee for discussion.

7.17.5 Float Pool RN: This nurse is a member of a pool of nurses who are assigned, as needed, to whatever unit needs additional assistance. This nurse does not have a home unit. The Float Pool RN's may or may not be given a patient assignment depending upon the unit to which the nurse is assigned and the competency level of the nurse. Nurses who are working as Float Pool nurses will be paid a differential of \$2.00 per hour.

7.18 Low Census.

7.18.1 Definition and Procedure. Low census means a temporary reduction of work hours to accommodate a decrease in nursing hours per determined statistic. The Employer will rotate low-census hours. If low census occurs, volunteers from the bargaining unit will be asked to take off low-census hours before nurses are required to take off for low census. If not enough volunteers are available, the Employer, in accordance with Sections 7.18.1.2 and 7.18.1.3, will designate the staff to take low-census hours off. Low-census hours will not adversely affect the nurse's anniversary date for purposes of accrual of benefits and seniority. If the

Employer has a decrease of patient volume for 90 consecutive days wherein low census is applied, a Conference Committee meeting will be held to discuss the continued application of low-census procedure.

Involuntary low census means an Employer-initiated request. If a nurse refuses to work in any unit in which he or she has experience or competency, it will be counted as voluntary low census unless the nurse is placed on standby. Voluntary low census is also designated as an employee-initiated request.

No nurse will be required to take more than 156 hours of involuntary low-census hours per payroll year subject to the provisions set forth below.

Any nurse may voluntarily take low census at any time when low census is required by the Employer, subject to the provisions set forth below. Voluntary low census will not be counted toward the total low-census hours. A nurse choosing to take voluntary low census after 156 hours will receive no additional compensation by the Employer except for the opportunity to use accrued PTO if the nurse chooses.

The Employer shall maintain and shall make available records in the Staffing Office regarding the following: (see also Attachment F)

- a. dates and hours of involuntary low census,
- b. dates and hours of voluntary low census,
- c. dates, hours, and departments where floated.

7.18.1.1 Special Provisions for Low Census. A nurse's request for voluntary low census is subject to the Employer's determination as to its needs relating to patient care based on the nurse's skills and abilities. If a regular Staff Nurse requests voluntary low census, this request will be honored before Section 7.18.1.2 is invoked. Nurses working in the department of Surgical Services may be required to take more than 156 involuntary low-census hours, and therefore involuntary low-census hours will be calculated as follows: Any callback hours will be added to their regular worked hours prior to any compilation of involuntary low-census hours.

Regular hours and callback hours constitute the number of worked hours per pay period; then involuntary low-census hours will be calculated beyond that.

Example: If a Surgical Services nurse works 50 regular hours during a pay period, accrues 15 hours of callback, and accrues 30 hours of involuntary low census, his or her regular worked hours for that pay period will be 65, and his or her involuntary low census for that pay period will be 15 hours.

50 regular hours
+15 callback hours
65 WORKED HOURS DURING THE PAY PERIOD

80 total hours in pay period
- 65 worked hours
15 INVOLUNTARY LOW-CENSUS HOURS
DURING THE PAY PERIOD

7.18.1.2 Rotation of Required Low Census/Per Diem, Registry, and Private Nurses. Per Diem, registry, and private contract nurses will be subject to low census before regular Staff Nurses, provided that other regular Staff Nurses remaining on the unit possess the necessary skills, ability, and experience as determined by the Employer to perform required work. The Employer may reassign a Per Diem, registry, or private contract nurse subject to low census to any other nursing unit that is not subject to low census or to other work, as determined by the Employer.

7.18.1.3 Rotation of Required Low Census/Regular Staff Nurses. Regular Staff Nurses who are working an extra shift will be subject to low census before regular staff working their regular scheduled shift. Such low census on extra days will at all times be deemed voluntary for purposes of the administration of the low-census provisions of this Agreement. Required low census for regular Staff Nurses will be rotated on an equitable basis with the objective of assigning low census to the nurse with the least number of low-census hours taken per shift subject to availability. The Employer reserves the right to adjust the order of low-census based on the Employer's assessment as to skill levels and operational and staffing requirements of the Hospital. Preceptors shall make up any low-census turns missed as a result of being a preceptor.

7.18.2 Notification of Low Census. Nurses assigned low-census days less than one and one-half hours before the beginning of their shift will receive a minimum of four hours' pay at their regular rate of pay. This provision will not apply if the nurse is unavailable for such notification.

7.18.3 Report Pay. Nurses who report for work as scheduled (eight-hour shift or more) and who leave because of low census are to be paid four hours' pay at the nurse's regular rate of pay. Nurses who report for work as scheduled (less than eight-hour shift) and who leave because of low census are to be paid two hours' pay at the nurse's regular rate of pay.

ARTICLE 8 - REDUCTION IN FORCE

- 8.1** Reduction-in-Force Criteria. Seniority (see Section 5.14) will be given significant consideration in reductions in force and recalls from reductions in force when such factors as skill, competence, and ability are substantially equal. Such factors will be related to job criteria and will be applied in a fair and reasonable manner. Per Diem nurses impacted by the proposed reduction in force will not be laid off, but held in abeyance until needed (see Section 8.3). Chief Nursing Officer shall determine the qualifications and competence of the nurse.
- 8.2** Reduction-in-Force Procedure. The Employer will notify the Union 14 days prior to implementing a reduction in force. Representatives of the Union and the Employer will meet to discuss alternatives.

In the event of such a reduction in force other than for low census, the Employer will notify nurses involved 14 days before the impending reduction in force. The Chief Nursing Officer shall give every consideration to reassigning or reorienting nurses to different departments. The following order of reduction in force will be followed subject to the qualifications set forth in Section 8.1 of this Article:

- a. Probationary nurses and
- b. Regularly scheduled nurses by length of service.

The above order of reduction in force does not require the release of a probationary nurse from duty in a particular unit where his or her special qualifications are required for proper staffing of that unit as determined by the Employer.

If a reduction in force results in a lowering of full-time or part-time FTE status, the provisions of Section 6.4.1 will apply. Thereafter, full-time and part-time nurses who have been laid off due to the reduction in force will be given the opportunity to join the Per Diem list for additional hours or shifts before the Per Diem nurses held in abeyance are utilized. Full- and part-time nurses who choose to work Per Diem do not lose their place on the reinstatement roster.

- 8.3** Reinstatement Roster. Upon reduction in force, such nurses will be placed on a reinstatement roster for 12 months from the date of the commencement of the reduction in force. A nurse will be removed from the roster upon accepting permanent employment with another employer, upon refusal to accept recall to a comparable position, or at the end of the 12 months. A nurse will not accrue seniority while on reduction-in-force status but will retain seniority and accrued unused EIT benefits as referenced in Section 12.2 to the date of the commencement of the reduction in force. Such benefits will be held on the books for 12 months.

A seniority roster based on actual hours compensated will be available for inspection in the Human Resources Department.

- 8.4** Recall Procedure. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in the reverse order, in accordance with Section 8.3 of this Article, of reduction in force, if skill, competency, and ability are considered equal as determined by the Chief Nursing Officer. A nurse will be considered eligible for recall to the nurse's position, shift, and unit assignment at the commencement of the reduction in force for up to 12 months as provided in Section 5.14.1.d. Upon reinstatement, the nurse will commence to accrue seniority and will have previously accrued but unused benefits and seniority restored. This section will not apply to nurses on probationary status. It is the nurse's responsibility to keep the Employer informed as to current address and telephone number. The provisions of Sections 8.3 and 8.4 will be subject to the grievance procedure.

New nurses will not be hired until qualified nurses who are on lay off have been recalled or have refused recall.

- 8.5** Change in Classifications. A change in position or classification will not alter a nurse's seniority for purposes of accrual of benefits and eligibility for service increments.

ARTICLE 9 - SALARIES

- 9.1** Salary Steps. Part-time and full-time nurses will be paid at the salary schedule step set forth below that reflects their length of continuous service with the Employer and credit for experience as required by Sections 5.4 and 9.3. Advancement on the schedule will occur upon completion of 1,664 compensated hours for full-time and part-time nurses, but not earlier than 12 consecutive months after the previous increase (Section 5.13) unless provided for under Section 9.2.2. Compensated hours are defined in Section 5.12.
- 9.2** Salary Schedule. The minimum straight-time hourly rates of pay for nurses classified as Staff Nurse, Clinic Nurse and Resident Nurse are set forth in Attachment C.
- 9.2.1** Compensation Increases. All step increases will become effective at the beginning of the pay period closest to the qualifying salary step date. The new salary step date will reflect completion of 1664 hours but not earlier than 12 months following the previous salary step date. All other increases set forth herein will become effective at the beginning of the first full pay period on or after the dates (as designated).
- 9.3** Experience. For the purpose of this section, "continuous recent experience" means clinical nursing experience in a similar setting to which a nurse is being hired and without a break in nursing experience that would reduce the level of nursing skill, as determined by the Chief Nursing Officer. Nurses hired during the life of this Agreement are to be placed in the salary schedule according to experience, in the following manner:

- a. Registered Nurses whose clinical experience after graduation is less than nine months or a registered nurse who is returning to practice with a break of more than 18 months' clinical training or experience are to be paid at the base rate of pay.
- b. Registered Nurses with one to three years' continuous recent experience in nursing will be hired at not less than Step B.
- c. Registered Nurses with four to six years' continuous recent experience in nursing are to be hired at not less than Step C.
- d. Registered nurses with more than seven years' continuous recent experience are to be hired at not less than Step D.

ARTICLE 10 - PREMIUM PAY

10.1 Shift Premium.

10.1.1 Nurses working evening duty (3:30 p.m. to 12 midnight) are to receive \$2.10 per hour and \$2.25 per hour effective October 30, 2011 for hours worked over the salary specified in Article 9.

10.1.2 Nurses working night duty on an eight-hour shift (11:30 p.m. to 8 a.m.) or 12-hour assigned night shift are to receive, and \$3.50 per hour and \$3.75 per hour effective October 30, 2011 for hours worked over the salary specified in Article 9.

The shift premiums described herein will be paid when the majority of hours worked by a nurse in one shift fall within the specified time period.

10.2 Weekend Premium. Any nurse (full-time, part-time, or Per Diem) who works in a clinical role during weekend hours is to be paid a premium as specified in this section. Weekend hours are hours worked beginning 11:30 p.m. Friday and ending by 12 midnight Sunday. This premium is to be paid in addition to straight time and overtime pay required by this Agreement. The amount of \$3.25 per hour will be paid for each hour actually worked during the weekend hours.

10.3 Standby Assignment. The Employer has the right to assign nurses to standby duty for non-work periods when the Hospital anticipates a possible need to recall a nurse. The assignment will be made by the Unit Director/Manager or Hospital Supervisor. Standby pay will be at the rate of \$3.50 per hour. Nurses who are required to remain on the premises are to be paid at their regular rate of pay or higher if required by law. Nurses who are on standby duty to work in the OR area must be available to work within 15 minutes. For all other Registered Nurses, an appropriate time frame to be available to work is 30 minutes.

Everyone in the main OR is subject to call.

10.3.1 Regular Standby. The actual standby hours are to be specified in advance of an assignment. Standby pay will be paid for the entire shift and will be paid in addition to any callback pay.

10.3.2 Low Census/Standby. Standby may be mandatory for the first half of the shift. At the half way mark, the nurse may call the Hospital Supervisor and request low census for the remainder of the shift. The Hospital Supervisor will then either grant the low census request or have the staff member come in and work the remainder of the shift in accordance with Article 10.4 – Callback. In the event of low census/standby, standby hours will be specified in advance of the assignment when the nurse is assigned/accepts the assignment. Standby secondary to low census can be accepted or canceled by the Employer at any time up to one and one-half hours before the start of the scheduled shift. If the nurse cannot be reached, the nurse will not be paid. Once into that one and one-half-hour window prior to shift starting time, the standby pay cannot be canceled or revoked. For low census/standby, standby pay will be paid only for those hours on standby.

10.3.3 Home Health/Telephone Calls While on Standby. When a Home Health nurse on standby receives a telephone call related to patient care, the nurse will log in such telephone call(s) on a daily basis. A nurse who is on stand-by will log such calls with a narrative report on the on-call log and to the patient's chart (if applicable), which will reference the patient problem discussed. The nurse will be paid at his or her regular rate of pay (or at the overtime rate if the nurse is otherwise entitled to overtime pay), in 15-minute increments.

A Home Health nurse who is not on standby and who receives a call related to a particular patient's care will document the call with the date, time, length of the call, as well as the patient's medical record number and the individual who called the nurse. The nurse will be paid at the nurse's regular rate of pay (or at the overtime rate if the nurse is otherwise entitled to overtime pay), in 15-minute increments.

10.4 Callback. Callback means work performed on duty while the nurse is on standby assignment. Any time actually worked in assigned callback will be compensated at the rate of time and one-half at the nurse's regular rate of pay and will be paid in addition to pay for the standby assignment. When called back, Home Health Nurses will receive time and one-half for a minimum of one hour for each callback. Nurses regularly employed as Staff Nurses, when called back, will receive a minimum of two hours for each callback. Nurses regularly employed in the operating room and recovery room, when called back, will receive a minimum of three hours for each callback. Any callback worked in excess of 14 hours between 3:30 p.m. on Friday and 7 a.m. on Monday will be compensated for at double time.

- 10.5** Temporary Assignment to a Higher Position. Assignment to a higher paid position (including Hospital Supervisor) for two consecutive hours or longer is to be compensated at \$4.00 per hour, for work performed in that assignment. This provision will not apply in the assignment of a Staff Nurse to a Charge Nurse assignment.
- 10.6** Charge Nurse Premium. A Staff Nurse who is assigned by the Unit Director/Manager or designee to perform duties as a Charge Nurse will be paid an additional \$2.50 per hour.
- 10.7** Call In on Day Off. A full-time nurse who is called in to work, within 72 hours prior to the start of the shift, on a regularly scheduled day off will receive double time for all hours worked. A part-time nurse who is called in to work, within 72 hours prior to the start of the shift, on a regularly scheduled day off will receive time and one half for all hours worked.
- 10.8** Call In/Low Census/Not on Standby. If a nurse is called in to work on a day that he or she has off due to low census and he or she is not on standby assignment, the nurse is to be paid at the regular rate of pay as defined in Section 5.10 for up to eight hours. If the nurse, working an eight-hour shift, works six hours or more, he or she will receive eight hours' pay. If the nurse, working a ten-hour shift, works eight hours or more, he or she will receive ten hours' pay. If the nurse, working a 12-hour shift, works nine hours or more, he or she will receive 12 hours' pay. Likewise, a part-time or Per Diem nurse who is called in to work will be paid in the same manner as stated above.
- 10.9** BSN and Certification Pay. Full-time and part-time "A" and "B" nurses who possess a BSN or have achieved national or state certification in recognized clinical specialties in which they are working will have \$1.00 per hour added to their hourly rate of pay for all hours paid. Full-time nurses and part-time "A" and "B" nurses who possess both a BSN and certification in the area of nursing within which they are working will have \$2.00 per hour added to their hourly rate of pay for all hours paid. Certification pay will be discontinued upon expiration of certification. Such certification is subject to approval by the Chief Nursing Officer. The nurse, in order to continue to receive certification pay, must meet all educational and other requirements to keep the certification current and in good standing.
- The initial certification exam fee will be reimbursed by the Employer, if the exam is passed.
- 10.10** Preceptor Premium. Nurses who are assigned by their Unit Director/Manager, as preceptors will receive a premium of \$2.00 per hour only while assigned as preceptors.
- 10.11** Mileage. Mileage reimbursement is subject to prior approval by the Employer. Nurses required to use their personal automobiles on Hospital business may be reimbursed for their mileage at the current IRS rate.

ARTICLE 11 - PAID DAYS OFF

11.1 Definition. Paid days off ("PTO") are to be used for vacation, holidays, and short-term sick leave, including ill dependent children. EIT, bereavement leave, military leave, and jury duty are to be treated separately as specified elsewhere in this Agreement. Otherwise, PTO may be used for any purpose the nurse chooses, subject to the conditions set forth in this Article, or nurses may take unpaid leave of absence in accordance with 15.1.

11.2 Eligibility. PTO will be provided for all regularly scheduled full-time nurses and all regularly scheduled part-time "A" nurses (who do not take 15 percent in lieu of benefits). Eligibility for all regularly scheduled part-time "A" nurses (who do not take 15 percent in lieu of benefits) will be determined per Section 5.4, and PTO will be prorated in accordance with actual hours worked. PTO will begin to accrue with the first day of employment, but cannot be used until after the completion of the nurse's probationary period. Accrual will be based on compensated and low-census hours.

11.3 Accrual. PTO are accrued in accordance with the following schedule:

<u>During Years of Service</u>	<u>Maximum Paid Days Off Per Year</u>	<u>PTO Hours Accrued</u>		
		<u>Per Hour</u>	<u>Per Pay Period</u>	<u>Maximum</u>
0 – 3 years	25 working days	.0961	7.69	400
4 – 8 years	31 working days	.1192	9.54	496
9-13 years	36 working days	.1385	11.08	576
14 – 19 years	38 working days	.1461	11.69	608
Over 20 years	41 working days	.1578	12.62	656

11.4 Payment of Accrued Time Off. PTO must be taken by the time maximum accrual is attained (two years). PTO will be compensated at the nurse's regular rate of pay. Nurses who have approval from the Hospital or are required by the Hospital to carry PTO in excess of the maximum may elect either to use the excess days or to be paid for them in cash.

11.5 Termination Benefits. A nurse who terminates employment during the probationary period will not receive compensation for accrued PTO. Upon termination of employment, a nurse who has completed the probationary period with the Employer will be paid for all earned and accrued PTO at the nurse's regular rate of pay up to the maximum annual accrual specified in Section 11.3, but this will not apply to those nurses who leave the employ of the Employer without giving 14 days' prior written notice or who are discharged for cause. PTO accrued by a nurse who dies will be paid to a designated beneficiary if the nurse has completed the probationary period at the time of death.

11.6 Use of PTO.

11.6.1 Short-Term Sick Leave. Nurses must notify the Hospital Supervisor, or Unit Director/Manager two hours prior to the start of their shift in the case

of unforeseen illness or emergency and request appropriate leave. Nurses must notify the Hospital Supervisor or Unit Director/Manager for each sick day needed up to a maximum of 40 hours of short-term illness (see Section 12.3.d). Such leave may not be taken in less than hourly increments.

11.6.2 Vacation. The Employer shall schedule vacation in accordance with the approved seniority list on a rotation basis by unit, the most senior employee to be accorded preference for (a) up to two weeks total during the period beginning with Memorial Day weekend and ending with Labor Day weekend; and (b) up to one calendar week during the period between December 15 and January 2 each year. This provision does not affect the rotation of work on holidays as set forth in Section 6.8. Additionally, if the Hospital determines that adequate staff would be available if requests longer than two weeks or for additional days off were granted, such vacation/additional days requests will be granted on a seniority basis.

- A.** The nurse desiring a vacation of one week or more shall request the desired vacation time by April 1 of the year in which the vacation is requested to allow for optimal scheduling. The nurse will be notified in writing by April 30 if his or her vacation request is approved.
- B.** If the nurse is unable to provide notice by April 1, he or she should request vacation as far in advance as possible but in any event not less than two weeks before the work schedule is posted. The nurse will be notified in writing within one week before the work schedule is posted whether the vacation is approved.
- C.** If the requested vacation is more than six months from the date of request, the nurse will be notified in writing one month before the schedule is posted, unless the request falls under the guideline of Section 11.6.2.A. above. Under special circumstances, the nurse may request approval from the Unit Director/Manager prior to one month.
- D.** If the nurse is unable to provide advance notice, the request will be approved only as staffing levels allow.
- E.** In the case of conflicting requests for vacation, seniority will prevail except as set forth in Section 11.6.2A. Seniority will not affect approved vacations.

11.6.3 Holidays/Personal Time. Holidays and personal business time off must be approved by the Unit Director/Manager in accordance with established procedure. Normally, advance notice of the absence will be required as specified in Section 6.4 unless mutually agreed-upon shorter notice is provided. Such leave may not be taken in less than hourly increments. Nurses who are on units that close or who work substantially reduced schedules during the holiday may use PTO. at their discretion. Nurses will use PTO for care of immediate family other than dependent children. On

any holiday, the nurse may charge one day's pay to accrued PTO in the pay period in which the holiday occurs, upon request to the appropriate supervisor.

11.6.4 Other Uses. Low-census time off may be unpaid or, subject to approval by the Unit Director/Manager, may be paid from accrued PTO. Nurses may use accrued PTO for release time for contract negotiations when released pursuant to Section 4.8 of this Agreement.

11.7 PTO Transfer/Donations. If an employee has exhausted his or her PTO and EIT because of hardship circumstances, subject to confirmation by the Employer, the Employer may declare that the employee is eligible to receive PTO donations from nurses subject to the following provisions. To be eligible to make a donation, a nurse must have at least 160 hours in his or her PTO account, and after making the donation, the nurse must have at least 120 hours remaining in the PTO account. The maximum number of hours a nurse may donate to another designated employee is 40 per year. Any hours donated are transferred to the other designated employee on an irrevocable basis. This transfer of hours will be on a dollar-for-dollar basis. Upon the transfer being accepted by the donating nurse, the donating nurse's PTO account will have such hours deducted from the nurse's PTO bank.

ARTICLE 12 - EXTENDED ILLNESS TIME

12.1 Definition. Extended illness time ("EIT") is paid time off at the nurse's regular rate of pay (Section 5.10) accrued for the purpose of covering absences due to illness or injury that incapacitates the nurse from performing duties.

12.2 Accrual. Regularly scheduled full-time nurses and regularly scheduled part-time "A" nurses (who do not take 15 percent in lieu of benefits) who work 40 hours or more per pay period will accrue EIT at the rate of .0269 hours per compensated and low-census hour exclusive of overtime premium and standby pay, to a maximum of 720 hours.

12.3 Eligibility. Nurses who have completed the probationary period are eligible to immediately use accrued EIT to cover for absences due to bona fide disability for the following circumstances:

- a. bona fide major illness or injury;
- b. hospitalization, beginning the first day;
- c. outpatient surgery;
- d. illnesses that result in absences beyond 24 consecutive work hours covered by PTO or 40 cumulative scheduled hours of PTO within the current year; and

- e. absences covered by workers' compensation to make up the difference between regular compensation and workers' compensation, including the three day waiting period for valid Worker's Compensation claims lasting less than fourteen days; however under no circumstances shall the employee's take home pay (i.e. after taxes and deductions) be more than the employee would have received had they been at work.

- 12.4** Use of EIT. To use EIT, an employee must have an equivalent number of unused hours in his or her account. Application of EIT to one-day absences will not be allowed unless the account has 140 hours accrued as of the day of absence (92 hours for regularly scheduled part-time employees). Absences due to illness or injury that exceed the number of PTO available to the employee or that exceed three consecutive days (24 scheduled hours) of absence covered by PTO will automatically be charged to EIT.
- 12.5** Verification. The employer may require a certificate from a qualified practitioner that certifies the nurse's inability to perform regularly assigned and customary work because of a disabling illness or injury. Abuse of EIT is grounds for disciplinary action. If the Employer disagrees with the practitioner's statement, then the Employer has the right to send the nurse to or have the nurse's records reviewed by a practitioner of the Employer's choice, at the Employer's expense, to determine eligibility for or abuse of EIT. The Employer, at its sole discretion, may use an employee in a light-duty assignment when one is available, practical, or in compliance with applicable statutory regulations. The employee must obtain the appropriate practitioner's release.
- 12.6** Notification. If a nurse sustains an illness or injury for which EIT is applied, notification to the Hospital Supervisor and/or Unit Director/Manager must occur as soon as possible.
- 12.7** Exhaustion of Benefits. If the period of absence due to illness or injury exceeds accrued extended illness and PTO benefits, further absences will be unpaid, in accordance with Article 15.

ARTICLE 13 - EMPLOYEE BENEFITS

- 13.1** Medical/Surgical Insurance. The Hospital will make available medical insurance for full-time and eligible part-time nurses scheduled to work a minimum of 20 hours per week or 40 hours or more per pay period. Medical insurance is effective for the eligible nurse and dependents on the first day of the month following 30 days of employment or eligibility. The medical insurance plan will be selected by the Hospital, provided, however, that the plan selected will have substantially equivalent benefits to those provided by the current Medical insurance plan in effect during the term of this agreement.
- 13.2** The Hospital may, in its sole discretion, offer nurses a plan in addition to the plan described above, with benefits determined by the Hospital and premium contribution determined by the Hospital, in its sole discretion. Such premium contribution level for any new plan will not affect the contribution level required of the Hospital for the base plan selected by the Hospital, as specified above.
- 13.3** Based on the Hospital's medical plan or its successor plan, the Hospital will contribute premiums for full-time and eligible part-time nurses during the term of this Agreement, unless modified as provided by this Agreement, in accordance with the schedule below:

The level of benefits provided by the medical-insurance plan(s) will remain unchanged during the term of this Agreement (unless mutually agreed otherwise).

The premiums for 2010, including the proportion to be paid by KGH and the proportion to be paid by the employee, are as follows:

Premera: CORE-LOW Plan				
<i>Full-Time</i>	Total Monthly Premium	KGH Monthly Portion	% Paid by KGH	Employee Monthly Portion
Employee	\$366.36	\$366.36	100%	\$0.00
Employee + Spouse	\$805.38	\$595.98	74%	\$209.40
Employee + Child(ren)	\$641.11	\$474.42	74%	\$166.69
Employee + Family	\$1,099.05	\$813.30	74%	\$285.75
<i>Part-Time</i>	Total Monthly Premium	KGH Monthly Portion	% Paid by KGH	Employee Monthly Portion
Employee	\$366.36	\$333.39	91%	\$32.97
Employee + Spouse	\$805.38	\$483.23	60%	\$322.15
Employee + Child(ren)	\$641.11	\$384.67	60%	\$256.44
Employee + Family	\$1,099.05	\$659.43	60%	\$439.62
Premera: CORE-HIGH Plan				
<i>Full-Time</i>	Total Monthly Premium	KGH Monthly Portion	% Paid by KGH	Employee Monthly Portion
Employee	\$418.86	\$418.86	100%	\$0.00
Employee + Spouse	\$894.86	\$662.20	74%	\$232.66
Employee + Child(ren)	\$796.51	\$589.42	74%	\$207.09
Employee + Family	\$1,301.28	\$962.95	74%	\$338.33
<i>Part-Time</i>	Total Monthly Premium	KGH Monthly Portion	% Paid by KGH	Employee Monthly Portion
Employee	\$418.86	\$381.16	91%	\$37.70
Employee + Spouse	\$894.86	\$536.92	60%	\$357.94
Employee + Child(ren)	\$796.51	\$477.91	60%	\$318.60
Employee + Family	\$1,301.28	\$780.77	60%	\$520.51
Premera: BUY-UP Plan				
<i>Full-Time</i>	Total Monthly Premium	KGH Monthly Portion	% Paid by KGH	Employee Monthly Portion
Employee	\$456.45	\$418.86	92%	\$37.59
Employee + Spouse	\$1,026.99	\$662.20	64%	\$364.79
Employee + Child(ren)	\$867.80	\$633.63	73%	\$234.17
Employee + Family	\$1,451.49	\$985.87	68%	\$465.62
<i>Part-Time</i>	Total Monthly Premium	KGH Monthly Portion	% Paid by KGH	Employee Monthly Portion
Employee	\$456.45	\$381.16	84%	\$75.29
Employee + Spouse	\$1,026.99	\$536.92	52%	\$490.07
Employee + Child(ren)	\$867.80	\$513.75	59%	\$354.05
Employee + Family	\$1,451.49	\$799.36	55%	\$652.13

Effective January 1, 2010.

Nurses who enroll or are enrolled in the plans shall continue such enrollment for the life of this Agreement, except for eligibility for the part-time premium option or lifestyle change (e.g., death, divorce, or spouse change).

The parties will establish a joint labor-management committee to meet during the term of this Agreement as scheduled from time to time, to review information related to insurance and discuss options for controlling the costs associated with the provision of insurance. The members of the committee will be determined by the Hospital, provided, however, that at least two nurses (one nurse selected by the Union and one nurse mutually agreed-upon by the parties) will be members of the committee. Nurses will be paid at their respective straight-time hourly rate for time spent in meetings with the committee.

- 13.4** Dental Insurance. The Hospital will make dental insurance available for full-time and eligible part-time "A" nurses scheduled to work 20 hours per week or 40 hours or more per 14-day pay period. Dental insurance will become effective for the eligible nurses and their covered dependents on the first day of the month following 30 days of employment.

The Hospital will pay the premiums necessary to continue the current dental insurance or substantially equivalent insurance plan for the employee.

The eligible nurse shall pay the monthly premium for dependents if the nurse so elects. Once enrolled, nurses and dependents must maintain continuous dental coverage as enrolled for one full year except for status change or resignation, loss of spousal coverage, or change in dependent status.

- 13.5** Flexible Spending and Premium-Only Plans. Regular full-time and part-time nurses who are eligible and participating in the medical insurance program may also participate in the Employer's flexible spending and premium-only plans, which currently permit unreimbursed medical expenses, dental expenses, vision expenses, insurance premiums, and child care expenses to be paid on a pre-tax basis. Participating nurses may realize some savings as a result of not having to pay FICA and federal income tax on the expenditures previously referenced. Participating nurses must make appropriate annual arrangements with the Human Resources Department.

Availability of this plan will depend on the rules and regulations governing the plan as administered by the Human Resources Department. This plan is subject to change or modification based on the determinations from time to time by the Employer. These changes or modifications are not negotiable and will be implemented by the Employer subject only to the circumstances necessitating the change. This benefit and any tax savings are all subject to change based on applicable tax laws or plan changes.

- 13.6** Life Insurance. The Employer will provide term life insurance through an insurance carrier designated by the Employer for eligible nurses who work a minimum of 40 or more hours per 14-day pay period in an amount equal to the

nurse's annual salary, to a maximum of \$50,000, in accordance with the terms of the master policy provisions. Term life insurance will be provided to eligible dependents in accordance with the terms of the master policy.

- 13.7** Long-Term Disability Insurance. The Employer will provide a long-term disability insurance program through an insurance carrier designated by the Employer for eligible nurses who work a minimum of 40 hours per 14-day pay period in accordance with the terms of the master policy provisions.
- 13.8** Workers' Compensation. The Employer shall provide workers' compensation insurance or its equivalent for work-incurred illness or injury, as provided by law. While grievances relative to this Article will be processed, they will not be subject to the grievance arbitration procedure contained in this Agreement. Any award obtained as a result of relief procedures under federal or state law, if the award is the result of the same circumstances alleged in the grievance, will be mitigated by any award resulting from the grievance process.
- 13.9** Unemployment Compensation. The Employer shall provide unemployment compensation insurance for all nurses, as provided by law. While grievances relative to this Article will be processed, they will not be subject to the grievance arbitration procedure contained in this Agreement. Any award obtained as a result of relief procedures under federal or state law, if the award is the result of the same circumstances alleged in the grievance, will be mitigated by any award resulting from the grievance process.
- 13.10** Liability Insurance. The Employer shall provide liability insurance at no cost to the nurse, which covers the nurse while on duty with the Employer.
- 13.11** Employee Discount. The Employer shall grant to bargaining unit nurses the same discounts as available to other employees, per Hospital policy.
- 13.12** Pharmacy Discount. Nurses will be provided a pharmacy discount in accord with the Hospital pharmacy discount program.
- 13.13** Laboratory Tests. Each nurse will undergo, upon employment, a tuberculin skin test and other tests as required by state law. Once annually, nurses will also be permitted a routine CBC, a one-view chest x-ray, a nose and throat culture, a urinalysis, an EKG and cardiac risk profile (only after 35 years of age), and a pathology report on a pap smear, as long as the tests are conducted in the Hospital laboratory and only during normal working hours of the laboratory. The cost of interpretation by the nurse's physician of the tests and of obtaining the pap smear will be borne by the nurse. Effective after the date of ratification by the Board of Commissioners, the Hospital agrees to provide a 13-test chemistry profile and an annual physical to be conducted only by nurse practitioners.
- 13.14** Health Promotion. The Hospital shall provide Hepatitis B vaccines for all full-time, part-time, and Per Diem nurses working directly with patients.

13.15 Tuition Reimbursement. After a nurse has completed 12 months of continuous employment as a Registered Nurse at the Hospital, the Hospital may provide up to 50 percent tuition reimbursement for a nurse working an average of 24 hours a week or more and regularly enrolled in an approved Bachelor of Science Nursing curriculum, subject to the maximum limits below. The amount to be paid will be specified at the time the tuition reimbursement is granted and will not exceed \$1,000 in a calendar year for full-time nurses working 36 to 40 hours, \$750 in a calendar year for nurses working 30 to 35 hours, or \$500 in a calendar year for nurses working 24 to 29 hours. This reimbursement provision is subject to the Employer's determination of satisfactory completion of the course(s).

RN's will be eligible to participate in the Scholarship Program (Richmond Trust Fund) per the terms of the Program. All terms and conditions of the Program, including the amount of funding, if any, will be determined solely by the Scholarship Advisory Committee and KGH Administrative Team.

ARTICLE 14 - RETIREMENT

All Registered Nurses covered by this Agreement who have worked a minimum of 80 hours per month for one year at the Hospital or at another hospital immediately prior to employment at the Hospital and have reached 21 years of age have a one-time option to elect to contribute 2½ percent of regular monthly earnings to the Hospital's retirement plan. The Employer will contribute 5 percent of the employee's regular monthly earnings to the plan. The Employer reserves the right to modify the plan without negotiation for the purpose of making technical changes required to maintain Internal Revenue Service approval. Per Diem nurses who meet the eligibility requirements of the plan shall be covered by the plan.

A 457(b) Plan, which allows salary reduction contributions, is also available for eligible nurses.

ARTICLE 15- LEAVES OF ABSENCE

15.1 In General.

15.1.1 Eligibility. All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details, including the length of time requested. A written reply to grant or deny the request will be given by the Employer within 30 days of receiving the request. Bereavement leave will be excluded from this provision. Part-time nurses must serve 1,040 hours of continuous employment before they are eligible for a leave of absence, except as required by law.

15.1.2 Leaves Without Pay. A nurse on an unpaid leave of absence not to exceed 14 consecutive days will retain the same benefit accrual date. A nurse on an unpaid leave of absence that exceeds 14 consecutive days will have the benefit accrual date changed to reflect the time that is in excess of 14 days. The nurse will not lose accrued unused benefits to the date on which the leave commences, but will not earn benefits during the

unpaid leave of absence, except for the provisions of health insurance pursuant to Section 15.2.2.2. The same position, unit, and shift will be available to the nurse for a maximum of 14 days' unpaid leave, but if "same position" job protection for a longer time is required by law, the legal requirements, rather than the 14-day maximum, will apply. Unpaid leave in excess of 14 days will entitle the nurse to the first open position for which the nurse is qualified.

15.1.3 Leaves With Pay. A nurse on paid leave using accrued PTO or EIT will continue to accrue benefits while on leave and will be entitled to the same position, unit, and shift held prior to the leave when he or she returns at the conclusion of the leave.

15.1.4 Employment While on Leave. Nurses on an authorized leave of absence and found to be temporarily employed elsewhere without the express advanced approval of the Chief Nursing Officer will be terminated.

15.2 Specific Types of Leave.

15.2.1 Maternity Disability Leave. A nurse will be granted a leave for the actual period of disability associated with pregnancy or childbirth. During the maternity disability leave, the nurse may use accrued PTO and EIT to the extent available. If neither is available, the leave will be unpaid. Before the nurse returns from a maternity disability leave of absence, the Employer will 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 in the position.

Nurses on maternity disability leave will be guaranteed return to their same position, job, or similar job if they return at the conclusion of their disability period. If the period of medical disability goes beyond four weeks for a normal delivery, or beyond six weeks for a surgical delivery, the nurse's physician will be asked to review the job description and verify weekly the medical condition warranting an extension.

15.2.1.1 Parenting. After six months of continuous employment, a nurse desiring time away to parent a newborn or newly adopted child under the age of six years or to care for a terminally ill child may use accrued PTO or EIT, as they apply. The maximum time allowed for parenting leave is 12 consecutive weeks within the year following the birth or adoption. Time not covered due to insufficient PTO will be unpaid leave. This is available to biological and adoptive parents and to men as well as women.

A nurse who needs time away to care for a sick child under 18 years of age may use accrued PTO and/or EIT. Such paid leave will be counted as part of the 12-week period. Time not covered by accrued PTO or EIT will be unpaid leave. Except in an

emergency, a nurse must give prior written notice of at least 30 days before parenting leave or 14 days' notice to care for a terminally ill child.

If a nurse takes a leave for the purpose of parenting or the care of an ill child, the nurse is entitled to return to the same job or to a comparable job with equivalent pay and benefits without loss of seniority or benefit level before the leave if the nurse returns at the conclusion of 12 weeks. If the leave extends beyond 12 weeks, the nurse will be offered the first available opening for which he or she is qualified.

15.2.1.2 Family and Medical Leave. As required by federal law, upon completion of one year of continuous employment, any employee who has worked at least 1,250 hours during the prior 12 months will be entitled to up to 12 weeks of unpaid leave per year for the birth or adoption of a child or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or because the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's medical, dental and life insurance benefits on the same basis as if the nurse was working during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves will run concurrently. Leave provided for under this subsection must be interpreted consistently with the conditions and provisions of federal law. The employee may elect to use any accrued paid leave time for which he or she is eligible during the leave of absence. Generally, employees must give at least 30 days' advance notice to the Employer of the request for leave.

15.2.2 Disability Leave. After six months' continuous employment, leave of absence without pay may be granted for health reasons upon the recommendation of a physician for up to six months. Return from such leave will require an affidavit by a physician certifying the nurse's ability to perform all duties necessitated by the job.

15.2.3 Military Leave. Leave required in order for a nurse to maintain his or her status in a military reserve of the United States will be granted without a loss of benefits accrued to the date on which the leave commences and will not be considered part of the earned annual vacation time.

15.2.4 Jury Duty. After completion of the probationary period, time off with regular pay will be granted for jury duty (unpaid time off will be provided during the probationary period). The nurse will be paid the difference

between the fees he or she receives for such service and the amount of regular earnings lost by reason of such service. In order to be eligible for such payments, the nurse must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The nurse must give the Employer prompt notice of the call for jury duty. Day shift employees who report for jury duty and are released during the first half of their work shift shall contact the Unit Director/Manager or Hospital Supervisor for possible instructions to report to work for the remainder of their scheduled shift.

15.2.5 Bereavement Leave. Nurses who have completed the probationary period and who are benefit eligible will be granted leave with regular pay for a death in the immediate family up to three days within a seven-day period to replace scheduled hours of work for the duration of the approved leave. An additional two days to replace scheduled hours of work during the period of such leave may be granted at the discretion of the Chief Nursing Officer if travel time is required to attend a funeral at a location more than 300 miles, one way. The Employer may request proof of such death. Immediate family means husband, wife, spouse equivalent (as determined by Hospital policy) children, mother, father, sister, brother, mother-in-law, father-in-law, sisters- or brothers-in-law, grandparents, grandchildren, step-relations: children, mother, father, sister, brother.

15.2.6 Unpaid Educational Leave. After 12 months of continuous employment, permission will be granted for leave of absence without pay for study without loss of accrued benefits if such leave does not jeopardize Hospital service.

15.2.7 Paid Education Leave at Employer's Request. If the Hospital requests a nurse to participate in or attend an educational meeting, the Hospital will pay the nurse's regular rate of pay. The Employer will pay reasonable expenses for travel, lodging, meals, and transportation when the Employer requires an employee to attend an off-site educational program specified by the Employer.

15.2.8 Other Paid Education Leave. After 12 months of continuous employment with the Hospital as a Registered Nurse, nurses will be allowed three days' (24 hours) paid educational leave at the nurse's regular rate of pay per year, but such leave is subject to scheduling requirements of the Hospital and approval of the Unit Director/Manager and/or the Chief Nursing Officer of the subject matter to be studied and will be granted only for courses related to the discipline of nursing. An additional three days' (24 hours) paid educational leave may be granted subject to the above requirements. Educational leave may be used on an hour-by-hour basis. Nurses may be required to give an oral or written report on the content of the educational offering if other Staff Nurses, the Unit Director/Manger or the Director of Education expresses interest. The Employer will pay reasonable

expenses for travel, lodging, meals, and transportation when the Employer requires an employee to attend an off-site educational program specified by the Employer. Utilization of paid educational leave for mandatory inservice education will be by mutual agreement only. Such educational leave addressed above is non-cumulative.

15.2.9 Paid Education Use. A paid education day may be used by an eligible Registered Nurse for taking a national certifying examination and/or other required specialized training.

15.3 Voluntary Education. When requesting paid professional/educational development, the nurse will be specific concerning how many hours are being requested and if tuition reimbursement travel time and/or travel expenses are being requested. A brochure of the program will be provided with the request, along with a statement from the nurse as to how her/his attendance will benefit the nurse's performance, the unit and/or the hospital. Among the factors to be considered in the nurse's request, are the availability of budgeted funds, the nurse's existing or desired education plan, the nurse's existing or prospective nursing assignment(s), scheduled hours and years of service; the Employer's existing or anticipated needs and current scheduling and staffing requirements, and the nurse's prior participation in in-house educational programs. Approval will be granted for out of area travel within the State of Washington only if the educational program is not locally available, and out of state travel will be approved only in very special circumstances.

ARTICLE 16 - PROFESSIONAL PRACTICE

16.1 Mission. The Union, the Hospital, and the nurses recognize that the Hospital's mission is to provide quality, cost-effective health care to the public hospital district. To that end, all parties will foster by all available mechanisms the highest standards of professional and ethical behavior, positive guest relations, and good working relationships with other staff. Nurses shall also comply with the Hospital's policies and procedures relating to the implementation of standards, guest relations, and staff relationships.

16.2 Joint Responsibilities. Nurses and the Hospital shall comply with OSHA standards, WISHA standards, Washington State Nursing Quality Assurance Commission rules and regulations, Joint Commission standards, the Department of Health rules and regulations, and all other applicable federal, state, and local laws. Nurses shall also support and comply with the Hospital's policies, procedures, and efforts relating to the implementation of these rules, regulations and laws and a focus to achieve the highest level of Quality and Customer Service. This section in no way is intended to diminish the Hospital's policies and procedures relating to the implementation of standards, guest relations and staff relationships.

16.3 Nursing Standards. The Hospital will work cooperatively with its nursing staff to develop nursing standards of care for patient care. The Nursing Practice Committee as referred to in Section 17.1 may be asked to identify and discuss

strategies consistent with the standards of practice promulgated by the Washington State Nursing Care Quality Assurance Commission and/or special professional nursing organization standards. Nurses shall comply with these standards of practice.

16.4 Preceptor/Residency/Orientation and Training Guidelines. The parties to this Agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner that it deems appropriate to employees new to the facility or new to the unit to enable the employee to adjust. Orientation may include:

- a. fire and disaster plan;
- b. organizational structure;
- c. relevant policies and procedures;
- d. physical layout of the facility and unit; and
- e. duties of the position.

All Registered Nurses employed will receive 24 hours of general hospital orientation and a minimum of 56 hours of unit orientation. It is recognized that the unit orientation period could be extended if necessary. For example, an inexperienced nurse may need a longer unit orientation than an experienced one. The Hospital and Union also recognize that the length of each unit's orientation period may be different, depending on the complexity and specialty of each unit and the level of experience of the orientee.

16.4.1 Orientation Time Frames. The Nurse Practice Committee will develop competencies for each of the nursing units. Competencies will be developed for the positions of staff nurse, charge nurse, preceptor, cross-trained float and flex-float for each unit. Time frames in Attachment G will remain in effect until the new unit competencies are developed and approved by both KGH and USNU.

16.4.2 Evaluation. Preceptorship will continue and be contingent upon meeting the Basic Core Competencies and Unit-Specific Competencies and/or agreement of the Unit Director/Manager. The preceptor and preceptee will have weekly meetings to review basic core competencies and unit-specific competencies with the Director or Assistant, and a summary report of progress and plan for the upcoming weeks will be prepared in writing with copies to each.

16.5 In-service Education. In-service education and orientation programs will be made available and maintained. In-service education programs will be posted in advance and will be scheduled in an effort to accommodate varying work schedules. Suggestions for the content of such programs may be offered for discussion by the Conference Committee and Nursing Practice Committee. When in-service educational programs are posted, the Employer will indicate

whether attendance is mandatory. Attendance by a nurse in mandatory in-service training programs will be considered as time worked.

The function of in-service education is:

- a. to provide the safe and intelligent care of the patient;
- b. to develop staff potential; and
- c. to create an environment that stimulates learning, creativity, and personal satisfaction.

The objectives of orientation are:

- a. to familiarize new personnel with the objectives and philosophy of the Hospital and nursing service;
- b. to orient new personnel to policies and procedures, and their functions and responsibilities as defined in job descriptions; and
- c. to provide a planned Hospital orientation program to meet the needs of the newly hired nurses as determined by a skills inventory assessment.

As a general practice, newly hired nurses will not be counted in the staffing complement during the first two weeks of orientation.

Chief Nursing Officer will give consideration to written requests from nurses who wish to be oriented to other units.

16.6 Continued Competency. The Hospital will implement a program to ensure continued competency of all Registered Nurses. The details of the program will be determined utilizing the Nurse Practice Committee (Article 17.1).

16.7 Staffing Concerns. Nurses with concerns about staffing should take those concerns to their supervisor at the time they occur. If the nurse is unsatisfied with the supervisor's response, the nurse should document the issues and provide the documentation on a timely basis to their manager. If the nurse is unsatisfied with the manager's response the nurse may pursue their concerns through their chain of command. Such issues are appropriate topics for the Nursing Practice Committee. Staffing issues may not be taken to arbitration unless the staffing issue involves an alleged violation of another provision of this Agreement. Alleged violations of this section of the Agreement cannot be taken to arbitration.

ARTICLE 17 - COMMITTEES

- 17.1** Nursing Practice Committee. A Nursing Practice Committee will be maintained, which will meet as mutually agreed. The purpose of this Committee is to discuss and make recommendations for improvement of nursing practices within the Hospital. The Committee shall prepare an agenda of topics to be discussed prior to the meeting date and shall keep minutes of all meetings. Copies of the minutes shall be distributed to each member of the Committee. A summary of the minutes as approved by the Chairperson and the Chief Nursing Officer will be posted on the local unit bulletin board, itemizing subjects of general interest. The Nursing Practice Committee may periodically review the acuity system used by each nursing unit. After reviewing the acuity system used, the Committee may make recommendations for changes to the acuity system. Management shall respond to these proposed recommendations in writing.

The objectives of the Nursing Practice Committee are: to consider the professional practice of nurses; to work for the improvement of nursing practice; and to recommend ways and means of improving nursing practice.

The Committee will be advisory and will not discuss matters subject to collective bargaining or Union matters. Five members will be elected by the nurses' local unit. Up to three administrative nurses will be appointed by the Chief Nursing Officer to participate on the Committee. Each member will be paid one hour at his or her regular rate of pay for attendance at each Nursing Practice Committee meeting.

- 17.2** Conference Committee. Hospital management, jointly with the elected representatives of the Registered Nurses of the Employer, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee is to foster improved communications between the Employer and the nursing staff, and the function of the Committee will be limited to an advisory rather than a decision-making capacity. The Conference Committee will be permanent and will meet as mutually agreed; it will consist of three representatives of management and three representatives of the nurses. One of the three management representatives will be the Chief Nursing Officer. All members of the Committee must be Registered Nurses of the Employer. Each member will be paid one hour at his or her regular rate of pay for attendance at each Conference Committee meeting.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.1** Grievance Defined. A grievance is an alleged breach of the express terms and conditions of this Agreement. A grievance must be filed within the time limits set forth below, inclusive of timely appeals. If the grievance is not timely filed or appealed, then the grievance will be forever waived and lost. If a grievance arises, it will be processed in accordance with the following procedures:

Step 1 - Nurse and Immediate Supervisor. The nurse shall first attempt to resolve the problem immediately with the nurse's immediate supervisor and in no

event later than 14 calendar days after a nurse knew or should reasonably have known that a grievance exists. The immediate supervisor will have 14 calendar days to resolve the problem.

Step 2 - Nurse, Local Unit Chairperson, and Chief Nursing Officer. If the matter is not resolved to the nurse's satisfaction in Step 1, the nurse shall reduce the grievance to writing, setting forth the detailed facts concerning the grievance, the contractual provisions allegedly violated, and the remedy sought and shall present the written grievance to the Chief Nursing Officer or a designated representative within 14 calendar days, inclusive of the date of immediate supervisor's decision. The Chief Nursing Officer shall issue a written reply within 14 calendar days following receipt of the grievance. A conference between the nurse (and the Local Chairperson if requested by the nurse) and the Chief Nursing Officer will be held.

Step 3 - CEO, Nurse, and Union Representative. If the matter is not resolved at Step 2, the grievance will be referred in writing to the CEO or designated representative and the Union representative who, along with the nurse (the attendance of the nurse is not mandatory), will meet within 14 calendar days of receipt of the written grievance by the Chief Nursing Officer for the purpose of resolving the grievance. The CEO shall issue a written reply within 14 calendar days following the date of the meeting between the parties. A copy will be provided to the grievant and the Union.

Step 4 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue in writing to arbitration within 14 calendar days following the date of the written response from the CEO in Step 3. Within 14 calendar days of the notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an Arbitrator. If the Employer and the Union fail to agree on an Arbitrator, a list of 11 arbitrators will be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains will be the Arbitrator. The Arbitrator's decision will be final and binding on all parties. The Arbitrator shall confine himself or herself to the issue submitted for arbitration and will have no authority to determine any other issue not submitted to him or her. The Arbitrator will have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement but will be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. Each party will bear half the fee of the Arbitrator and any other expense jointly incurred incident to the Arbitration hearing. All other expenses will be borne by the party incurring them, and neither party will be responsible for the expenses of witnesses called by the other party.

18.2 Union/Class Grievance. A grievance filled by the Union on behalf of a nurse or a grievance involving a group of nurses in the bargaining unit may be introduced at the second step of the grievance procedure by the Union, but the grievance must

be timely filed in writing within 14 calendar days of the date on which the nurse reasonably should have known of the existence of the grievance.

- 18.3** Time Limits. Time limits set forth in the grievance procedure may be extended by mutual agreement confirmed in writing.

ARTICLE 19 - UNINTERRUPTED PATIENT CARE

The Employer is engaged in a public service requiring continuous operation, and recognition of the obligation of continuous service is imposed on both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage, or participate in any strike, walkout, sympathy strike, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, walkout, sympathy strike, slowdown, or work stoppage, or threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, walkout, sympathy strike, slowdown, or work stoppage, will be subject to immediate dismissal.

ARTICLE 20 - 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 of 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 employees 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 the kind and location of facilities; to determine whether the whole or any part of the operation continues to operate; to select and hire employees; to promote and transfer employees; to discipline, demote, or discharge employees for just cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations, and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. 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 that are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 21 - GENERAL CONDITIONS

- 21.1** Complete Agreement. The parties hereto have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred

to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

- 21.2** State and Federal Laws. This Agreement will 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. If 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 will remain in full force and effect for the term of the 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 that provision.
- 21.3** Retention of Benefits/Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices are not binding on the Employer.

ARTICLE 22 - UNAVAILABILITY OF REGISTERED NURSES

- 22.1** Collaboration. Subject to direction by the Chief Nursing Officer and the Human Resources Department, the parties agree to work together in an effort to enhance the recruitment and retention of Staff Nurses at the Hospital. The local unit may make recommendations to the Employer regarding the development of recruitment tools.
- 22.2** Regular Nurse/Temporary Opportunity. After the Employer has exercised reasonable efforts to fill a vacancy and if the Employer is unable to fill a vacancy with an applicant or Per Diem nurse within a reasonable time, as determined by the Employer, the provisions of this Section are temporarily applicable. This procedure will be temporarily utilized regardless of the reasons for the vacancy, inclusive of but not limited to, transfers (Section 7.9), disabilities, other leaves, or inability to hire or unavailability of qualified nurses to fill regular vacated position through the normal hiring process. The Employer will work with the existing nursing staff to provide them with a temporary opportunity to collaborate and assist the Employer in temporarily providing appropriate coverage as determined by the Employer. This procedure is subject to the following provisions:
- (1)** The Employer will post on each unit notification of the temporary vacancy of a regular nursing position in order to establish necessary temporary coverage for a vacated position; and,
 - (2)** After notification is posted, regular qualified nurses as determined by the Employer will have the opportunity to submit (for a maximum of one week

from the date of the posting) a Personnel Action Request form in the Hospital Supervisor's office for extra work; and,

- (3) If a shift needs to be filled due to urgent circumstances (such as a nurse calling in sick), the Hospital may designate the shift as a "bonus shift" under Article 22 at the time the Hospital Supervisor is attempting to fill such shift (without posting under subparagraph (1) above).
- (4) A regular full-time nurse is eligible to exercise this opportunity only if regularly scheduled to work 40 hours per week, three 12-hour shifts (Section 6.3.2), or 80 hours per pay period. This opportunity is normally limited to one additional shift per week, but additional shifts may be worked subject to mutual agreement between the Employer and the employee. The additional shifts are to be paid at the overtime rate of one and one-half times the regular rate of pay (Section 5.10) plus an incentive premium of \$6.25 per hour;
- (5) A regular part-time nurse is eligible only to exercise this opportunity for only two additional shifts per pay period: first shift - to be paid straight time plus an incentive premium of \$6.25 per hour; second shift - to be paid at the overtime rate of one and one-half times the regular rate of pay (Section 5.10) plus an incentive premium of \$6.25 per hour;
- (6) The incentive premium described above will be paid only for shifts of eight hours or more. When a nurse agrees to work an extra assignment as described in subsections (3) and (4) above, the Employer will not penalize the nurse if low census occurs. Accordingly, incentive premiums and the overtime rate (one and one-half times the regular rate of pay, Section 5.10), if applicable, will be paid if low census occurs during the pay period within which the extra shifts as described in subsections (3) and (4) above occurred; and,
- (7) If overtime is worked other than provided for in Sections 3 and 4 above, then overtime pay will be governed by the provisions of Article 6, and there is to be no pyramiding or duplication of overtime pay;
- (8) All OR/RR personnel while assigned to standby status (Section 10.3) or while working in callback status (Section 10.4) will not be eligible for the incentive premiums set forth above; and,
- (9) The Employer may immediately discontinue this temporary opportunity effective when the Employer determines that a qualified applicant has been hired to fill the vacant position.

22.3 Procedure for Alternative Staffing. If the Employer is unable to fill the regular vacated position with an applicant or Per Diem nurse within a reasonable time, as determined by the Employer, and if the Employer determines that the regular Staff Nurses are not temporarily able to fill these vacant positions based on Section 22.2, then the Employer has the right to temporarily utilize registry or

private contract nurses. The Employer will continue to try to fill the regular vacant position with a Registered Nurse.

22.3.1 Also, a non registered nurse may be temporarily utilized to perform those services or tasks that fall within his or her scope of his or her practice and responsibility. A non registered nurse would be utilized to extend the remaining registered nurses' ability to carry out the duties within their scope of practice, until the position is filled. The Employer will continue to try to fill the regular vacant position with a Registered Nurse.

22.4 Hiring Incentives. The Employer has the right to offer hiring incentives to outside applicants for regular positions that are difficult to fill (as determined by the Employer) in order to increase the probability of filling regular vacant positions.

22.5 If the Hospital implements its disaster plan, the Employer may accelerate reasonable time frames and take such action as is necessary to respond to the disaster.

ARTICLE 23 - DURATION

This Agreement is effective upon ratification, except where other effective dates are indicated and will remain in full force and effect until October 31, 2012. If either party wishes to modify or terminate this Agreement, it shall serve written notice on the other party at least 120 days but not less than 90 days prior to October 31, 2012. It is agreed that this Agreement is openly and voluntarily entered into as a result of good faith negotiations by the parties.

Addendum regarding KGH Physician Clinic Nurses (Attachment A)

Letter of Understanding (Attachment B)

Wage Rates (Attachment C)

Letter of Understanding (Retirement - Attachment D)

Harrison Day (Attachment E)

Floating Assignment Project (Attachment F)

IN WITNESS WHEREOF, signed this ____th day of January 2010.

UNITED STAFF NURSES UNION
UFCW, LOCAL 141

KENNEWICK GENERAL HOSPITAL

By: Marilyn Savage, RN
Marilyn Savage, RN
President

By: Glen Marshall
Glen Marshall
CEO

By: Cheryl Wilkinson, RN
Cheryl Wilkinson, RN
Local Chairperson

By: Diane Sanders, RN-BC, MN, NEA
Diane Sanders,
Chief Nursing Officer

By: John Aslakson
John Aslakson
Business Representative

By: Russ Keefer
Russ Keefer
Chief Human Resources Officer

ATTACHMENT A

ADDENDUM: CLINIC NURSES

It is agreed that the following provisions of the Agreement are applicable to KGH Physician Clinic Nurses:

- Article 1
- Article 2
- Article 3
- Article 4
- Article 5, Sections 5.5, 5.6, 5.12 through 5.16
- Article 6
- Article 7, Sections 7.1 through 7.4, 7.6, 7.12 through 7.16, 7.14.1
- Article 9, Section 9.2
- Articles 11 through 15
- Article 18
- Article 19
- Article 20
- Article 21
- Article 23
- Attachment C, paragraph 2

Clinic RN's will receive a 2% wage increase effective November 1, 2009 ; a 1.5% wage increase effective October 31, 2010 and a 1.5% wage increase effective October 30, 2011. inclusive within KGH pay range as indicated in Attachment C.

No other provisions of the Agreement are applicable to KGH Physician Clinic Nurses. In lieu thereof, Hospital practices concerning such matters as they actually existed at the execution of this Agreement will be continued for the life of this Agreement.

ATTACHMENT B

A. DISPLACEMENT SERVICES

The Hospital agrees that its finally approved policy regarding Displacement Services for Noncontractual Staff are applicable to regularly scheduled full-time and part-time "A" nurses consistent with the following understandings.

1. The severance pay package, severance package, and ancillary support services will be implemented for eligible Registered Nurses on the same basis and with the same requirements as established in the policy for noncontract, nonmanagement employees.
2. Provisions of the policy dealing with pay adjustments for noncomparable positions are not applicable to Registered Nurses.
3. The application of the policy shall be discontinued for Registered Nurses at the same time it is discontinued for noncontract employees.
4. On an individual basis, an eligible nurse may irrevocably choose the severance options delineated in Attachment B, A.1, above. The choice will be in lieu of provisions established under Sections 8.3 and 8.4 of the Agreement and must be made prior to the date of separation.
5. In the event of any conflict between the policy and the Agreement, the terms of the Agreement apply except as indicated in Attachment B, A. 4, above.

B. REDESIGN/MERGER

1. The Hospital agrees that information regarding redesign will be shared with the Union as soon as reasonably practicable, but not less than 30 days prior to implementation.
2. The Hospital agrees that information regarding the merger that has an impact on working conditions of Registered Nurses will be shared with the Union as soon as reasonably practicable, but not less than 30 days prior to implementation.
3. The parties agree to comply with any legal obligations and the terms of the Collective Bargaining Agreement with respect to implementing any redesign or merger.
4. Nothing herein shall be construed to diminish any right of either party otherwise established under the Collective Bargaining Agreement.

ATTACHMENT C

RN Steps	Eff Nov 1, 2009	10% ILB w/ Pension	15% ILB & Per Diem	Eff Oct 31, 2010	10% ILB w/ Pension	15% ILB & Per Diem	Eff Oct 30, 2011	10% ILB w/ Pension	15% ILB & Per Diem
A	\$25.99	\$28.59	\$29.89	\$26.64	\$29.30	\$30.64	\$27.31	\$30.04	\$31.41
B	\$26.57	\$29.23	\$30.56	\$27.23	\$29.95	\$31.31	\$27.91	\$30.70	\$32.10
C	\$27.17	\$29.89	\$31.25	\$27.85	\$30.64	\$32.03	\$28.55	\$31.41	\$32.83
D	\$27.79	\$30.57	\$31.96	\$28.48	\$31.33	\$32.75	\$29.19	\$32.11	\$33.57
E	\$28.41	\$31.25	\$32.67	\$29.12	\$32.03	\$33.49	\$29.85	\$32.84	\$34.33
F	\$29.05	\$31.96	\$33.41	\$29.78	\$32.76	\$34.25	\$30.52	\$33.57	\$35.10
G	\$29.72	\$32.69	\$34.18	\$30.46	\$33.51	\$35.03	\$31.22	\$34.34	\$35.90
H	\$30.35	\$33.39	\$34.90	\$31.11	\$34.22	\$35.78	\$31.89	\$35.08	\$36.67
I	\$31.03	\$34.13	\$35.68	\$31.81	\$34.99	\$36.58	\$32.61	\$35.87	\$37.50
J	\$31.75	\$34.93	\$36.51	\$32.54	\$35.79	\$37.42	\$33.35	\$36.69	\$38.35
K	\$32.46	\$35.71	\$37.33	\$33.27	\$36.60	\$38.26	\$34.10	\$37.51	\$39.22
L	\$33.21	\$36.53	\$38.19	\$34.04	\$37.44	\$39.15	\$34.89	\$38.38	\$40.12
M	\$33.95	\$37.35	\$39.04	\$34.80	\$38.28	\$40.02	\$35.67	\$39.24	\$41.02
N	\$34.73	\$38.20	\$39.94	\$35.60	\$39.16	\$40.94	\$36.49	\$40.14	\$41.96
O	\$35.46	\$39.01	\$40.78	\$36.35	\$39.99	\$41.80	\$37.26	\$40.99	\$42.85
P	\$36.27	\$39.90	\$41.71	\$37.18	\$40.90	\$42.76	\$38.11	\$41.92	\$43.83
Q	\$37.10	\$40.81	\$42.67	\$38.03	\$41.83	\$43.73	\$38.98	\$42.88	\$44.83
R	\$37.93	\$41.72	\$43.62	\$38.88	\$42.77	\$44.71	\$39.85	\$43.84	\$45.83
S	\$38.79	\$42.67	\$44.61	\$39.76	\$43.74	\$45.72	\$40.75	\$44.83	\$46.86
T	\$39.66	\$43.63	\$45.61	\$40.65	\$44.72	\$46.75	\$41.67	\$45.84	\$47.92
U	\$40.55	\$44.61	\$46.63	\$41.56	\$45.72	\$47.79	\$42.60	\$46.86	\$48.99
V	\$41.48	\$45.63	\$47.70	\$42.52	\$46.77	\$48.90	\$43.58	\$47.94	\$50.12
W	\$42.39	\$46.63	\$48.75	\$43.45	\$47.80	\$49.97	\$44.54	\$48.99	\$51.22
X	\$43.35	\$47.69	\$49.85	\$44.43	\$48.87	\$51.09	\$45.54	\$50.09	\$52.37
Y	\$44.33	\$48.76	\$50.98	\$45.44	\$49.98	\$52.26	\$46.58	\$51.24	\$53.57
Z	\$45.34	\$49.87	\$52.14	\$46.47	\$51.12	\$53.44	\$47.63	\$52.39	\$54.77
AA				\$47.40	\$52.14	\$54.51	\$48.59	\$53.45	\$55.88
Resident	\$25.99			\$26.64			\$27.31		
Clinic	\$21.27 - \$28.77			\$21.59 - \$29.21			\$21.91 - \$29.64		

ATTACHMENT D

KENNEWICK GENERAL HOSPITAL

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www.kennewickgeneral.com

December 8, 2004

LETTER OF UNDERSTANDING TO USNU

KGH will have the pension plan reviewed to determine the possibility of pursuing one of the IRS's voluntary compliance programs and whether the irrevocability provision of the pension plan is being properly interpreted and administered. KGH also commits to provide periodic updates to the Union on the review of the pension plan.

Attachment E – Harrison Day

Unless they leave their position voluntarily, the four RN's named in Attachment E will remain on a twelve hour shift work schedule with includes a Harrison Day. During a four week work schedule (which covers two two-week pay periods) the nurse will be scheduled to work three weeks with three twelve-hour shifts in each week and a fourth week with four twelve-hour shifts.

Terry Meir
Beverly Russell
Rebecca Hammack
Teresa Quesnay

ATTACHMENT F

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LETTER OF UNDERSTANDING TO USNU

Floating Assignment Project

The parties agree that beginning April 1, 2010 and for a duration of nine (9) months; floating assignments and tracking of Low Census shall be done as outlined below. At the end of this nine (9) month trial period this process for assigning "float nurses" and tracking of Low Census will be evaluated by the parties. If the parties conclude that the processes do not meet the needs of either the Hospital or the nurses, the responsibility for assigning and tracking floating and Low Census shall be returned to the Hospital Supervisor.

Floating Project: During the prior shift the Hospital Supervisor shall determine the staffing needs of each unit and shall identify the need to float nurses to a unit(s) with a need for additional staff. The Hospital Supervisor shall call the unit and request that the unit charge nurse assign a nurse to float to the unit in need of staff.

In making the floating assignment the charge nurse shall use the following order:

1. Voluntary
2. Travelers/Agency, as per their contract
3. Unit staff on a rotational basis starting with the less senior nurse.

Each unit shall keep a log book tracking each nurse's hours floating out of the unit and low census. It will be the responsibility of each nurse to record her/his own floating and low census hours. The Nurse Practice Committee shall develop the standardized tool for floating and Low census and any issues or problems related to the implementation or application of this project will be referred to the Nurse Practice Committee.

ATTACHMENT G

Reference Only from previous contract: Article 16.3.1 Orientation Time Frames and Article 16.3.1.2 Inexperienced Registered Nurses

Experienced Registered Nurses

Family Birthing Center (Nursery, Special Care Nursery, Well Mom/Baby): Provide 56 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Labor and Delivery: Provide 40 hours unit orientation or more as determined by the Employer, with assigned staff person or preceptor.

Operating Room: Circulating Registered Nurse: Provide 120 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Post-Anesthesia Care Unit: Provide 40 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Emergency Room: Provide 40 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Oncology: Provide 40 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Intensive Care/Coronary Care Unit: Provide 56 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Pediatrics: Provide 56 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Medical/Surgical: Provide 56 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

KGH Urgent Care: Provide 56 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Home Health: Provide 56 hours orientation or more as determined by the Employer, with assigned staff person or preceptor.

Inexperienced Registered Nurses

Family Birthing Center, Well Mom/Baby: Provide 56 hours orientation or more as determined by the Employer, with assigned preceptor.

Nursery and Special Care Nursery: Provide 120 hours orientation or more as determined by the Employer, with assigned preceptor.

Labor and Delivery: Provide a minimum of 480 hours orientation or more as determined by the Employer, with assigned preceptor.

Intensive Care/Coronary Care Unit: Provide 160 hours orientation or more as determined by the Employer, with assigned preceptor.

Pediatrics: Provide 136 hours orientation or more as determined by the Employer, with assigned preceptor.

Medical/Surgical: Locally trained with clinical time at the Hospital: Provide 80 hours orientation or more as determined by the Employer, with assigned preceptor; not locally trained: Provide 120 hours orientation or more as determined by the Employer, with assigned preceptor.

Operating Room: Scrub/Circulator: Provide 480 hours orientation or more as determined by the Employer, with assigned preceptor.

Post-Anesthesia Care Unit: Provide 120 hours orientation or more as determined by the Employer, with assigned preceptor.

Emergency Room: Locally trained with clinical time at the Hospital: Provide 120 hours orientation or more as determined by the Employer, with assigned preceptor; not locally trained: Provide 176 hours orientation or more as determined by the Employer, with assigned preceptor.

KGH Urgent Care: Provide 80 hours orientation or more as determined by the Employer, with assigned preceptor.

Home Health: Provide 160 hours orientation or more as determined by the Employer, with assigned preceptor.

Oncology: Provide 80 hours orientation or more as determined by the Employer, with assigned preceptor.