

Ratified May 1, 2010

Mid-Valley Hospital  
Contract - Page 1

Expires April 30, 2013

Mid-Valley Hospital  
Contract - Page 1

TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>RECOGNITION</b> .....	3
<b>ARTICLE 2</b>	<b>MEMBERSHIP</b> .....	3
<b>ARTICLE 3</b>	<b>UNION REPRESENTATION</b> .....	5
<b>ARTICLE 4</b>	<b>DEFINITIONS</b> .....	6
<b>ARTICLE 5</b>	<b>EMPLOYMENT PRACTICES</b> .....	9
<b>ARTICLE 6</b>	<b>SENIORITY</b> .....	14
<b>ARTICLE 7</b>	<b>HOURS OF WORK AND OVERTIME</b> .....	18
<b>ARTICLE 8</b>	<b>COMPENSATION</b> .....	22
<b>ARTICLE 9</b>	<b>PREMIUM PAY</b> .....	25
<b>ARTICLE 10</b>	<b>ANNUAL LEAVE</b> .....	27
<b>ARTICLE 11</b>	<b>SICK LEAVE</b> .....	29
<b>ARTICLE 12</b>	<b>LEAVES OF ABSENCE</b> .....	30
<b>ARTICLE 13</b>	<b>HEALTH AND WELFARE - RETIREMENT</b> .....	34
<b>ARTICLE 14</b>	<b>NURSING PRACTICE AND EDUCATION</b> .....	36
<b>ARTICLE 15</b>	<b>GRIEVANCE PROCEDURE</b> .....	37
<b>ARTICLE 16</b>	<b>UNINTERRUPTED PATIENT CARE</b> .....	38
<b>ARTICLE 17</b>	<b>MANAGEMENT RIGHTS</b> .....	39
<b>ARTICLE 18</b>	<b>GENERAL PROVISIONS</b> .....	40
<b>ARTICLE 19</b>	<b>DURATION AND TERMINATION</b> .....	41
<b>APPENDIX A</b>	<b>WAGE SCALE</b> .....	43
<b>APPENDIX B</b>	<b>MID-VALLEY MEDICAL GROUP (MVMG)</b> .....	44
<b>APPENDIX C</b>	<b>MVMG WAGE SCALE</b> .....	46
<b>APPENDIX D</b>	<b>FAMILY MEDICAL LEAVE ACT</b> .....	47

May 1, 2010 to April 30, 2013

## ***COLLECTIVE BARGAINING AGREEMENT***

By and Between

MID-VALLEY HOSPITAL

and

UNITED STAFF NURSES UNION, LOCAL 141 UFCW

### **ARTICLE 1 - RECOGNITION**

**1.1 Bargaining Unit:** The Employer recognizes the Union as the sole and exclusive bargaining representative for all registered nurses employed by the Employer, excluding supervisors, nurse practitioners, and all other employees of the Employer.

**1.2 New Positions:** New job classifications which require an RN license as a condition of employment which are established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. The Union will be notified of any new bargaining unit positions established by the Employer.

### **ARTICLE 2 - MEMBERSHIP**

#### **2.1 Membership:**

**(a)** All full-time and part-time nurses who are members of the Union at the time of the signing of this Agreement, and all full-time and part-time nurses who voluntarily join the Union during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of Union dues on a timely basis. Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the nurse fulfills the membership obligation set forth in this Agreement within that thirty (30)-day period. Any nurse who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail within the last ten (10) days prior to the expiration date of this Agreement. Nurses voluntarily withdrawing their Union membership must pay to the Union a periodic representation fee equivalent to Union dues or be subject to discharge.

**(b)** All full-time and part-time nurses who are not members of the Union at the time of the signing of this Agreement must inform the Union in writing if they do not want to become a Union member. The Union must notify all such nurses via certified mail by the date this Agreement is signed. Nurses must give a written response no later than 30 days after this Agreement is signed. Nurses who provide timely written notification to the Union of their desire to not become members have no further obligations under section 2.1. Nurses failing to timely respond are subject to the requirements below in subsection (c) for new hires unless circumstances beyond their control prevented them from giving a timely response.

**(c)** All full-time and part-time nurses covered by this Agreement who were hired after the signing of this Agreement shall, within thirty (30) days of their date of hire, either become and remain members in good standing in the Union or pay to the Union a periodic representation fee equivalent to Union dues. Nurses who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the nurse fulfills the obligations set forth in this Agreement within that thirty (30)-day period. Union membership applications and payroll deduction forms will be distributed to each new nurse during orientation. The Employer will notify newly

hired nurses of the requirements of this section upon acceptance of the job offer.

(d) The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer as a result of the provisions of this section. This Section shall not apply to nurses presently classified or subsequently reclassified to per diem nurse status.

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

**2.3 Employer Roster:** Upon written request, but not more frequently than every three (3) months, the Employer shall provide the Union with a list of names, addresses, employee number, unit worked, date of hire, and the base wage rate of those nurses covered by this Agreement. The Employer will provide the Union with a list of names, employee numbers and addresses of new hires and terminations on a monthly basis.

## ARTICLE 3 - UNION REPRESENTATION

**3.1 Access to Premises:** Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and Contract compliance however, caution must be exercised when discussing issues within close proximity of the general public. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital.

**3.2 Bargaining Unit Representatives:** The Union shall select four (4) nurses from the bargaining unit to function as Bargaining Unit Representatives. The bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

**3.3 Bulletin Board:** The Employer shall furnish a bulletin board at a location designated by the Employer for the use of the local unit. Such board shall be used for announcements and notification of professional activity.

**3.4 Contract and Job Description:** The Employer will give each newly hired nurse a copy of this Agreement, a payroll deduction form and the nurse's job description. Each nurse shall sign their individual job description to acknowledge receipt thereof. The Union will provide copies of the Agreement to the Employer. Additional copies of this Agreement provided by the Union shall be available in the Department of Human Resources. Contract will be available for viewing in a password protected read only file within Mid-Valley Hospital's electronic file system.

**3.5 Meeting Rooms:** The Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

## ARTICLE 4 - DEFINITIONS

**4.1 Graduate Nurse:** a nurse whose clinical experience after graduation from an accredited RN program, is less than six (6) months. A Graduate Nurse shall be assigned under the supervision of more experienced nurses and the guidance of a designated preceptor. A Nurse operating on a current LPN license will not be assigned duties that exceed the LPN scope of practice.

A Nurse is expected to perform tasks learned in a basic nursing program and the Nurse will be orientated to any new policies, procedures and tasks unique to the Hospital or those that the nurse has not obtained competency per orientation packet. The Nurse will be given a patient assignment commensurate with their ability and experience under direct supervision or license held, and count as a percentage of the staffing compliment appropriate to their ability and experience. Graduate Nurses will not be assigned Charge Nurse responsibilities.

It is an expectation that the period of graduate work time not exceed three (3) months but at the end of (3) three months the graduate work time may be extended up to six (6) months, if the evaluation indicates the orientation has not been successfully completed at the discretion of the employer. Each nurse shall receive a copy of the evaluation.

A Graduate Nurse will be promoted to a Staff Nurse when he/she has obtained RN licensure.

**4.2 Staff Nurse:** A registered nurse who is responsible for the direct and/or indirect nursing care of the patient.

**4.3 Full-Time Nurse:** A full-time nurse is a nurse who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in any fourteen (14)-day period and who has successfully completed the required probationary period.

**4.4 Part-Time Nurse:** A nurse who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, and who has successfully completed the required probationary period.

**4.5 Probationary Nurse:** A probationary nurse is a nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. The probationary period may be extended by written mutual consent for a stipulated time period. All nurses shall be evaluated prior to or upon the completion of any probationary period. During the probationary period, a nurse may be discharged without just cause and without recourse to the grievance procedure. Probationary nurses shall be required to give 14 day calendar day notice of intention to terminate. Probationary nurses shall not receive any fringe benefit compensation during the probationary period, except for holiday pay, providing the nurse works on the holiday. Upon completion of the probationary period, all benefits shall accrue from date of employment based upon paid hours.

**4.5.1** Full-time or part-time nurses who change to per diem status and then return to full-time or part-time status within one (1) year shall not be subject to the probationary period.

**4.6 Per Diem Nurse:** A per diem nurse works on an unscheduled or intermittent basis or on a regularly scheduled basis as a temporary employee for a limited period of time (normally never to exceed one six (6)-month interval). Per diem nurses accrue seniority at the regular rate and do not receive any benefits. Per diem nurses are paid thirteen percent (13%) above the nurse's appropriate placement on the wage scale. Per diem nurses are eligible to advance on the wage scale pursuant to Section 8.3 and are eligible to receive shift differential, standby pay, and holiday premium pay, if applicable. Per diem nurses are subject to the Hospital's Per Diem Guidelines. Regular status nurses interested in working on

a per diem status should make such request known to the Director of Patient Care Services. Such request is subject to the decision of the Director of Patient Care Services. The Employer determines the number of per diem nurses.

**4.7 Preceptor:** A preceptor is an experienced nurse appointed by the Employer who assists the Employer with the planning, organizing, evaluating and training of the new skill development of a nurse enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the accountability for specific, criteria-based and goal-directed education and training, established by the Employer, for a specified training period. Nursing management will determine the need for preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support, and guidance to new nurses. Payment for preceptor activities will be in accordance with Section 9.5.

**4.8 Seniority and Benefit Accrual:** For purposes of this Agreement and the method of computing benefits and conditions of employment provided herein, a “month” shall be defined as one hundred seventy three point three (173.3) hours of pay and a “year” shall be defined as two thousand eighty (2,080) hours of pay, not to exceed a maximum of two thousand eighty (2,080) hours in any twelve (12)-month period. Nurses accrue annual leave pursuant to the Annual Leave Schedule in Section 10.1 based on the number of years the nurse has worked for Employer based on the most recent date of hire as a full-time or part-time employee. A year for purposes of the Annual Leave Accrual Rate Schedule is the completion of twelve (12) months or one thousand six hundred sixty four (1,664) hours of work, whichever comes last.

**4.8.1** “Hours of pay” shall be defined as hours worked, sick leave, annual leave, paid leave of absence, callback and overtime hours worked.

**4.8.2** Paid leave (excluding standby pay) and low census time off shall be regarded as time worked for purposes of seniority, advancement on the wage scale and the accrual of benefits.

**4.9 Regular Rate of Pay:** Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay includes the base wage rate (8.1); shift differential when applicable (9.1); weekend premium pay when applicable (9.4); preceptor pay if nurse is specifically assigned and actually working as preceptor (9.5); unit coordinator pay if nurse is regularly designated as unit coordinator (9.6); charge nurse pay for any shift in which nurse is designated in charge (9.7); certification pay if applicable (9.8); and BSN/MSN pay if applicable (9.9 and 9.10); provided however, that weekend premium, preceptor pay and charge nurse pay (except for nurses designated in charge for their entire FTE) is not included in the regular rate of pay for hours paid for, but not worked and training hours under 14.2.

## ARTICLE 5 - EMPLOYMENT PRACTICES

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

**5.2 Notice of Termination:** Nurses who have completed the required probationary period shall receive at least fourteen (14) calendar days notice of termination or two (2) weeks pay in lieu thereof (prorated for part-time nurses), except in cases of discharge for just cause.

**5.3 Notice of Resignation:** Nurses shall be required to give at least twenty-one (21) calendar days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to circumstances, which would make such notice impossible. The Employer's decision shall be final and binding on all parties. The employee shall have no contractual recourse whatsoever.

**5.4 Discipline and Discharge:** No non-probationary full-time or part-time nurse shall be disciplined

or discharged except for just cause. For violations and/or misconduct, the Employer will administer discipline on a progressive basis. The disciplinary actions available to the Employer are as follows:

1. Verbal reprimand;
2. Written reprimand;
3. Suspension without pay;
4. Termination.

Notwithstanding the above reference to progressive discipline, if the Employer determines that the violation(s) and/or misconduct(s) is (are) serious, the Employer has the right to proceed directly with a suspension without pay or discharge/termination.

Any employee who is charged with a crime, misdemeanor or felony, may, at the employer's election, be subject to immediate suspension without pay pending a pre-disciplinary action meeting. The pre-disciplinary action meeting shall be held no later than 6 (six) weeks from the date of the suspension.

Any employee who engages in misconduct or violations which is cause for mandatory reporting under WAC 246-840-730, Section 5(a-j) may, at the Employer's election, be subject to immediate suspension without pay pending a pre-disciplinary action meeting. The pre-disciplinary action meeting shall be held no later than six (6) weeks from the date of the suspension. If, after the pre-disciplinary action meeting, it is determined there is no cause for disciplinary action, the employee will be reinstated and receive back pay for time loss. If after the pre-disciplinary action meeting, the Employer determines there is just cause for disciplinary action, the discipline and/or grievance shall not interfere with the Employer complying with mandatory reporting per WAC 246-840-730 Section 5(a-j).

Copies of disciplinary actions shall be provided to the nurse and the Union. Nurses are hereby required to sign all disciplinary actions for the purpose of acknowledging receipt thereof. Nurses shall be given the opportunity to provide a written response to any disciplinary action, which shall be retained with the disciplinary action in the nurse's personnel file.

Nurses may be subject to disciplinary action for unsatisfactory job performance, attendance problems, and/or failure to comply with the Employer's policies and procedures.

**5.4.1 Representation:** Any nurse may request the presence of an authorized Union representative during any fact-finding meeting with management which may lead to the discipline or discharge of the nurse, providing the Union representative's attendance will not cause any unreasonable delay. This provision shall not apply to supervisory counseling of a nurse where no disciplinary action is intended, nor to meetings held for the sole purpose of communicating to the nurse the disciplinary action being taken by the Employer against the nurse.

**5.5 Evaluations:** The Employer shall use criteria based job descriptions to evaluate nurses. The Employer shall retain a signed copy of the evaluation for each nurse. Nurses will be evaluated in writing prior to completion of the residency or probationary period and annually thereafter. Interim evaluations may be conducted as may be required by the Employer. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. Evaluations may be used in conjunction with progressive disciplinary actions and/or in combination with a serious single violation and/or misconduct. The nurse will be given a copy of the evaluation. Nurses shall sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the nurse's personnel file. Any change to the current evaluation form or procedure shall be brought to the Union's attention prior to any change implementation.

**5.5.1 Negative Evaluation:** A negative evaluation is one where performance is measured on a three-category scale, and scores of "does not achieve expectations" equals forty (40%) percent or more of the total ratings. A negative evaluation will result in the development of a mutually

agreed to plan for corrective action, which will be based on the applicable job description and reasonable measurable criteria. The negative evaluation may also serve as a basis for progressive disciplinary action or serious disciplinary action based on a single performance problem of a significant nature.

**5.6 Job Description:** The Employer has the right to modify the job description, from time to time, based on a change in work requirements or reorganization. If the Employer modifies the job description, the Employer will provide the Union and affected nurses sixty (60) calendar days written notification of the job description changes with the implementation date in the notification, except in the event of an emergency. If there is an emergency, then the Employer will provide as much notice to the Union and the affected nurses as is reasonable based on the emergency circumstances. During the period of notification, the Union shall (1) provide the Employer with input regarding the changes for the Employer's consideration; and (2) bargain over the effects of any changes implemented by the Employer.

**5.7 Personnel Files:** Nurses shall have access to their personnel files under supervision of the Department of Human Resources. Written personnel action forms and duplicates will be used to specify conditions of hiring, change in status, pay, shift or leave or absence. The nurse will be given a copy of this form. Except for references from previous Employers, nurses may receive copies of other materials in their personnel file.

Verbal reprimands, written reprimands, suspensions without pay and discharges shall be maintained in each employee's personnel file. Verbal reprimand shall remain in effect in the file for a period of one (1) year from the date of issuance, written reprimand shall remain in effect in the personnel file for a period of two (2) years from the date of issuance, and suspensions without pay, as well as discharges, shall remain permanently in effect in the personnel file. Nurses shall have the right to comment on disciplinary actions and performance evaluations in their personnel file.

A nurse may review their personnel file and request removal of verbal and written reprimand after the effective date has expired. Copies of documents from personnel files are available to an employee or others if the employee signs a written release before copies are made. Human Resources will provide up to twenty (20) pages free, but charge twenty-five cents (\$.25) per page for Union requests in excess of twenty (20) pages. The Union may request documents from personnel files provided the Union's request is reasonable in scope and does not violate right to privacy laws and regulations.

Administrative personnel have the right to review and use personnel documents for discipline, evaluating, and/or grievance purposes as examples, but not limited thereto.

**5.8 Travel:** If a nurse is required by the Employer to accompany a Hospital patient off Hospital premises, the nurse shall be considered in the employ of the Employer. The Employer shall compensate the nurse for all necessary travel expenses incurred by the nurse under such circumstances in accordance with Hospital policies.

**5.9 Mileage:** Subject to prior approval, nurses required to use their personally owned automobile on Hospital business will be reimbursed for their mileage in accordance with Hospital policy.

**5.10 Floating:** The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the Hospital will receive orientation appropriate to the assignment. Orientation may vary depending upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. Cross training to other departments may be made available at a nurse's request and at the discretion of the employer.

**5.11 Safety Procedures:** Appropriate safety equipment and procedures will be provided for nurses who deal with infectious or contagious patients. Nurses are encouraged to bring their safety concerns to the appropriate Safety Committee.

**5.12 Substance Abuse:** The Employer, the nurses, and the Union have a joint interest in work place safety and in job performance. The Employer and the Union recognizes that drug and alcohol abuse is treatable illnesses. The Employer will establish a work place policy offering education, treatment, and support for an employee's efforts to seek rehabilitation. The Employer and the Union support efforts, which will enable the chemically impaired nurse to remain in professional nursing practice after rehabilitation. Employees needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek rehabilitation referral through the employee health service and to use their health insurance as appropriate. Employees voluntarily requesting assistance prior to detection will not be subject to disciplinary action and will be given a medical leave of absence by the Hospital; provided, however, the Employer is not obligated to maintain an open position for such employee(s) if keeping the position open would result in additional costs and/or inefficiencies to the Employer. The Employer and the Union will encourage and support employee participation in the State substance abuse monitoring program for registered nurses, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible to use sick leave and/or medical leave of absence under the same terms as other health conditions. The Employer, subject to its determinations as to work requirements and services, will make a reasonable effort to work with an employee to adjust their work schedule on a temporary basis to support the chemically dependent employee's participation in prescribed treatment programs; provided, however, this shall not require other nurses to change their work schedules or require the Hospital to assume extra costs to accomplish this objective. The Employer and the Union and the employees acknowledge and agree that nurses continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures. The provisions of this Section are subject to the language set forth in Section 5.4 above. The employer has the right to request drug screening of any employee based on reasonable suspicion. The union and nurses agree that nurses who are discovered to have a substance abuse problem, or who voluntarily seek assistance for substance abuse problem, will be subject to entering into a return to work/last chance agreement, which will include terms and conditions as determined jointly by the Washington Health Professionals Services, the Employer and the employee. The provisions of this Section shall not preclude the Employer from immediately reporting an employee to the appropriate State Licensing and/or accreditation authorities.

## ARTICLE 6 - SENIORITY

**6.1 Definition:** Seniority is defined as a full-time or part-time nurse's continuous length of service based upon compensatory hours as a registered nurse with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Regular status nurses who (1) take a position outside of the bargaining unit or (2) change to per diem status, and subsequently return without a break in employment, shall upon return to regular status, have previous seniority and benefit accruals reinstated excluding the time spent on per diem status or in a non-bargaining unit position. Per diem nurses shall accrue seniority at the regular rate and shall not receive any benefits.

**6.2 Layoff Defined:** The Employer, in its sole discretion, has the right to determine the necessity of layoffs inclusive of, but not limited to, lack of work, lack of funds, reorganization, and/or a combination thereof as determined by the Employer. It is the Employer's sole discretion to determine which unit(s) and/or which department(s) will be affected by the layoff. A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Hospital as determined by the Employer. Twenty-one (21) days advanced notice of layoff (or pay in lieu thereof to the nurse) will be provided to the Union and to nurses subject to potential layoff. Upon request, the parties will meet for the purpose of reviewing the order of layoff. Subject to the Employer's determination as to skill requirements and service requirements, agency nurses and probationary nurses in the affected department(s) and unit(s) will be the

first to be laid off. If the Employer determines, based on objective unit-specific criteria and job descriptions, that because of skill and service requirements, agency nurses and probationary nurses must be kept, the Employer has the right to layoff regular full-time and/or part-time nurses first.

**6.2.1 Department Layoff:** If a department layoff is determined by the Employer to be necessary, nurses will first be designated for layoff on the shift in the department affected by the reduction with the least senior nurse(s) on the shift being designated for layoff, providing skill, competence, experience and ability to perform the required work is considered substantially equal in the opinion of the Employer. The nurse(s) designated for layoff on that shift may displace the position (FTE) of the least senior nurse(s) on another shift in that department, providing the nurse displaced on the other shift has less seniority. Any nurse subject to layoff, if eligible, may select a position from the Low Seniority Roster (6.3), providing the nurse is qualified for the position in the opinion of the Employer.

**6.2.2 Department Merger and/or Restructure:** In the event of a merger of two or more departments into a single department or a restructuring of an existing department, the Employer shall provide a thirty (30)-day written notice to affected nurses, except in emergencies where the Employer shall provide as much notice as circumstances permit. The Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured department. A listing of the FTEs for each shift on the new/restructured department, including qualification requirements, shall be posted in the department(s) for at least seven (7) days. By the end of the posting period, each nurse shall have submitted to the Employer a written list, which identifies and ranks the nurse's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign nurses to positions in the new/restructured department based upon seniority, providing skill, competence, ability and experience are considered equal in the opinion of the Employer. Nurses who are not assigned a position in the new/restructured department may select a position from the "Low Seniority Roster" (Section 6.3), if eligible, providing the nurse is qualified for the position in the opinion of the Employer. As a result of this process, a nurse's shift, FTE status, hours per day and/or days per week may be changed to reflect the new job requirements.

**6.2.3** Nurses who are on annual leave, approved leave of absence or sick leave, and who are unable to be reached by telephone within the first twenty-four (24) hours of the notice of layoff, merger or restructure, will be sent notice by certified mail, return receipt requested, to their home address. If a nurse has not contacted the Employer regarding their preferences, as provided for in this Agreement, the Employer will assign the nurse any available position as appears to be appropriate based upon the nurse's seniority, subject to skill, competence, ability and experience in the opinion of the Employer. The process for assignment to available positions will not be delayed due to the absence of the nurse.

**6.3 Low Seniority Roster:** The "Low Seniority Roster" shall be a listing of nurses most recently hired into full-time or part-time positions by the Hospital, and will represent a number equivalent to thirty percent (30%) of the total regular full-time and part-time nurses in the bargaining unit. This listing shall include department, employment status (FTE) and shift. Any nurse identified for layoff whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to immediate layoff. The low seniority roster will be posted in Human Resources, Nursing Services and Nurses lounges.

**6.4 Orientation:** A nurse will be considered eligible for a position from the Low Seniority Roster if, in the Employer's opinion, the nurse can become oriented to the position within four (4) weeks. If the nurse has not achieved a satisfactory level of performance in the judgment of the Employer within four (4) weeks, the nurse will be laid off without further notice.

**6.5 Per Diem Work:** Nurses subject to layoff or an involuntary reduction in their FTE may request per diem work by providing the Employer with a written request, which includes the employee's specific availability. The Employer will make a good faith effort to give the employee subject to layoff or FTE reduction preference for the per diem requested. If the nurse declines per diem work previously

requested on more than three (3) occasions, the employee will lose the preferred status for per diem work.

**6.6 Recall:** Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from date of layoff. When a vacancy occurs, nurses will be reinstated in the reverse order of the layoff, providing skill, competence, ability and experience are considered substantially equal in the opinion of the Employer. A nurse shall not accrue seniority while on layoff status. Upon reinstatement, the nurse shall begin to accrue seniority and other benefits (subject to any plan eligibility requirements) and shall have previously accrued seniority and benefits restored.

**6.7 Termination:** Seniority shall cease upon termination of employment; for example: discharge, resignation, retirement, failure to return to work on a timely basis from an approved leave of absence, refusal to accept a comparable job opening (same FTE status and shift) offered by the Employer while on layoff status, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures established by the Department of Human Resources. The Employer will notify the Union of any recall procedures prior to the recall. Nurses on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. Failure to comply with the notification and reporting requirements contained herein shall result in termination.

**6.8 Seniority Roster:** A seniority roster will be available in the Department of Human Resources at least fourteen (14) days in advance of a layoff.

**6.9 Low Census:** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. In the event of a low census condition, the Employer will seek out volunteers to take time off before determining and implementing the reduced staffing schedule required. If a full-time or part-time staff nurse requests or volunteers for low census, a scheduled per diem nurse may be allowed to work that shift. In all other low census conditions, per diem nurses will be released from scheduled duty prior to regular status nurses. If there are insufficient volunteers, the Employer will endeavor to rotate low census equitably. Nurses working in ICU, ER, OR, OB and as a Charge Nurse are expected to be on standby if placed on low census (see section 9.3.3.) Should additional hours become available, such hours will be offered to full-time and part-time nurses who have been placed on low census. Such additional hours shall be allocated as mutually agreed to by the Employer and employee so as not to place a nurse in overtime status, as provided in Section 7.4 of this Agreement. Low census days shall not be deducted from the nurse's anniversary date for purpose of accrual of benefits and seniority. In a low census condition, per diem nurses will be released from scheduled duty prior to regular status nurses.

**6.10 Job Posting:** When a staff nurse opening occurs, the Employer has the right to concurrently advertise for outside applicants. If the Employer determines that all applicants meet posted job qualifications, the current employee with the greatest seniority will be awarded the position, provided skills, competency, abilities and experience are considered substantially equal in the opinion of the Employer. Notice of job openings shall be posted seven (7) days in advance of their being filled except under unusual circumstances that required more immediate action on the part of the Employer. Vacancy announcements will indicate if applicants may apply to fill only part of a position. Preference will be given to applicants who apply for the full position. To be considered for such job opening, a nurse must indicate such interest to the Human Resources Department in writing. Effective January 1, 2011, written application for position, unit and shift changes may be submitted in advance in January, February and March of each calendar year and be in effect until December 31<sup>st</sup> of year submitted, to the Human Resources Department. This commitment shall not apply where a temporary reassignment is necessary to provide quality patient care, nor will it apply when a position is being filled on a temporary basis by a nurse for orientation and training. When the Employer is unable to transfer a qualified nurse to a vacant position, and the nurse remains in her/his current position on a temporary basis, the nurse will be notified as to when the transfer may be expected to take place in the future. Absent unusual circumstances beyond the Employer's control, it would be the intent of the parties that the term "temporary basis" would mean a period of time not to exceed sixty (60) days.

## ARTICLE 7 - HOURS OF WORK AND OVERTIME

### 7.1 **Work Day:**

**7.1.1** The normal eight (8)-hour workday shall consist of eight (8) hours of work to be completed within eight-and-one-half (8½) consecutive hours.

**7.1.2** The normal ten (10)-hour workday shall consist of ten (10) hours of work to be completed within ten-and-one-half (10½) consecutive hours.

**7.1.3** The normal twelve (12)-hour workday shall consist of twelve (12) hours of work to be completed within twelve-and-one-half (12½) consecutive hours.

**7.2 Work Period:** The normal work period shall consist of forty (40) hours of work within a seven (7)-day period or eighty (80) hours of work within a fourteen (14)-day period. The work period begins and ends with the start of the first shift of eight (8) or more hours on Monday morning. If the majority of a twelve (12) hours shift is on Monday but began on Sunday (such as 7 p.m. to 7 a.m.), then it is included in the next work period, Nurses shall not normally be scheduled for more than three (3) consecutive twelve (12) hours shifts.

**7.3 Other Work Schedules:** The Employer has the right to implement and change shifts in accordance with the provision of Section 7.1 above. This right to implement and change shifts pertains to shifts of eight (8), ten (10) and twelve (12) hours and/or a combination thereof.

**7.3.1** If the Employer intends to change any nurse(s) shift(s) to a shift other than an eight (8), ten (10) or twelve (12)-hour shift, then this will be considered an innovative shift and will require the Employer to provide the Union with written notification. Upon request of the Union, parties must meet to negotiate terms and conditions of such a new schedule.

**7.3.2** If the Employer changes shifts within an entire department, then the nurses will have the opportunity to bid on the new shifts by seniority within the department, subject to the necessary skills, competency, abilities, training and experience being available on applicable shifts as determined by the Employer.

**7.4 Overtime:** Overtime shall be compensated for at the rate of one-and-one-half (1½) times the regular rate of pay for time worked beyond the nurse's workday or work period (over forty (40) hours in a seven (7)-day work period, or the equivalent thereof for a fourteen (14)-day work period). If a nurse works more than four (4) consecutive hours beyond the scheduled full-time work shift, all additional hours following the first four (4) hours of overtime shall be paid at the rate of double time (2x) the nurse's regular rate of pay beginning with the thirteenth (13) hour for eight (8) hour, ten (10) hour, and twelve (12) hour shifts. Overtime is calculated to the nearest fifteen (15) minutes. Time paid for but not worked does not count as time worked for purposes of computing overtime pay. All overtime is subject to approval in advance by Employer, except in extenuating circumstances. "Hours of work" includes only hours actually worked and does not include sick leave, annual leave, paid or unpaid leaves of absence.

**7.5 No Pyramiding:** There shall be no duplicating or pyramiding of overtime or other compensation paid at the rate of time and one half (1½) or double time (2x) for the same hours worked. When a nurse is eligible for both time and one half (1½) and/or double time (2x) and/or premium pays, the nurse shall not be entitled to both types of compensation, but shall be eligible to receive only the higher of the rates of pay or applicable premiums.

**7.6 Meal/Rest Periods:** All nurses shall receive an unpaid meal period of one-half (½) hour. Nurses required to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. For

twelve-hour shifts only, employees will be entitled to three (3) fifteen (15) minute breaks. The application of this Section shall be consistent with state law.

**7.7 Weekends Off:** The Employer will make a good faith effort to schedule all full-time and part-time nurses to every other weekend off. In the event a full-time or part-time nurse is required to work on that nurse's scheduled weekend off, all time worked on that weekend off shall be paid for at the rate of one and one half (1½) times the regular rate of pay. This Section shall not apply to nurses who request more frequent weekend duty. Nurses who wish to trade weekends with the approval of supervision shall not be entitled to the time and one-half provision. Weekends shall be defined as Saturday and/or Sunday for day and evening shift nurses and Friday and/or Saturday for night shift nurses. Standby (and callback) on scheduled weekends off shall be paid pursuant to Sections 9.2 and 9.3 and shall not be regarded as a weekend worked for purposes of this Section 7.7.

**7.8 Time Off Between Shifts:** Each nurse shall normally have an unbroken rest period between shifts as indicated below, unless emergency conditions require such nurse to work longer periods to meet nursing care requirements. This provision may be waived by mutual consent between the nurse and Employer.

**7.8.1 Eight (8)-Hour Shift Rest Between Shifts:** Each nurse assigned to work an eight (8)-hour shift will normally receive an unbroken rest period of at least twelve (12) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet nursing care requirements. Nurses who work without twelve (12) hours off between regularly scheduled eight (8)-hour shifts will be entitled to be paid at time and one half (1½) for the hours worked within the twelve (12)-hour period. This provision shall not apply to nurses assigned to stand-by and callback.

**7.8.2 Twelve (12)-Hour Shift Rest Between Shifts:** Each nurse assigned to work a twelve (12)-hour shift will normally receive an unbroken rest period of at least nine-and-one-half (9½) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet nursing care requirements. Nurses who work without nine-and-one-half (9½) hours off between regularly scheduled twelve (12)-hour shifts will be entitled to be paid at time and one half (1½) for the hours worked within the nine-and-one-half (9½) hour period. If an employee works four (4) hours past the regular shift, then the next shift will be paid at time and one-half (1½). This provision shall not apply to nurses assigned to stand-by and callback.

**7.8.3 Ten (10)-Hour Shift Rest Between Shifts:** Each nurse assigned to work a ten (10)-hour shift will normally receive an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet nursing care requirements. Nurses who work without ten (10) hours off between regularly scheduled ten (10)-hour shifts will be entitled to be paid at time and one half (1½) for the hours worked within the ten (10)-hour period. This provision shall not apply to nurses assigned to stand-by and callback.

**7.8.4 Waiver by Mutual Consent:** Provisions contained in Sections 7.8.1 through Section 7.8.3 above, regarding the amount of rest between shifts, may be waived by mutual agreement between the nurse and the Employer.

**7.9 Monthly Work Schedules:** Subject to the provisions of Section 7.3 above, monthly work schedules will be posted by the twentieth (20<sup>th</sup>) day of the preceding month. In emergency and/or unforeseeable conditions (included but not limited to low census and illness) where patient care services needs are not being met, the Employer has the right to change individual hours of work. In other situations, individual hours of work may change if such change is agreeable to both parties; provided, however, this provision does not alter the Employer's rights under the provisions of Section 7.3 above. Four (4) week work schedules will be adjusted to be in conformance with the nurse's time card.

The Hospital will make a reasonable effort to accommodate requested schedule changes and requested exchange of days between nurses, providing the nurses who are trading days have the nursing skills to perform the required nursing care and the change is mutually agreeable to the nurses and the Employer.

Employee initiated schedule changes and/or trades shall not result in overtime or premium pay obligations being incurred by the Employer. Nurses will be informed subject to timing and practical considerations of any changes to the posted monthly work schedule.

**7.10 Shift Rotation:** Except for emergency conditions involving patient care there shall be no shift rotation for present nurses except by mutual agreement. The Union shall be notified of any shift rotations posted. If shift rotation is required, volunteers will be sought first. If there are insufficient volunteers, the Employer will first rotate nurses hired specifically with a shift rotation requirement and then make rotation assignments based on seniority, providing skill, competence, ability and availability are equal in the opinion of the Employer. It is the expectation that an "emergency condition" will not exceed (3) three months. Shift rotation positions will be reviewed quarterly for safety by the staffing committee.

**7.11 Report Pay:** Any nurse who is scheduled to work and comes to work without receiving prior notice not to report to work (*i.e.*, low census), shall receive four (4) hours of work at the regular rate of pay. Should the Employer make a bona fide attempt to notify the nurse of a cancellation of shift but be unsuccessful in doing so, this provision shall not apply. It shall be the responsibility of the nurse to maintain a current address and telephone number listing with the Human Resources Department. Failure to do so shall excuse the Employer from the notification requirements provided herein.

**7.12 Change in FTE Status:** If the Employer determines a reduction in FTE is necessary, the Employer will first seek volunteers from the department and shift to accomplish these changes. If no volunteer is found the least senior nurse(s) on the shift in that department will receive the FTE reduction. Any nurse subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the nurse's department and shift.

**7.13 Number of Positions and Schedules:** **The Employer has the exclusive right to determine and change the number of forty (40) hour, thirty-six (36) hour, thirty-two (32) hour, thirty (30) hour, twenty-four (24) hour, twenty (20) hour, sixteen (16) hour and twelve (12) hour per week positions, as well as the right to schedule these positions in accordance with the provisions of Section 7.1 above.**

## **ARTICLE 8 - COMPENSATION**

**8.1 Wage Rates:** The schedule of wages is attached and incorporated herein by reference as Appendix A and Appendix C. All calculations, placements, progressions and recognition for past experience shall be determined by the Employer. If there is an alleged payroll error involving a nurse's placement or progression, the question may be referred to the Nurse Practice/Conference Committee (Section 14.3).

Graduate RN shall receive \$1 less per hour than the staff RN rate of pay described in Appendix A as "Less than one year". Upon completion of the graduate nurse period, a nurse shall move to the RN "Less than one year" rate of pay. Thereafter, the RN would move from the "Less than one year" rate of pay to the first year increment as provided for in Section 8.3 of this Agreement.

**8.2 Compensation:** Appendix "A" and Appendix "C" shall be modified effective May 1, 2010 to reflect a zero percent 0% increase in nurse's base wage rate. Appendix A and Appendix C shall be modified effective May 1, 2011 to reflect a one and one half percent (1.5%) general increase in nurse's base wage rate. Appendix A and Appendix C shall be modified effective May 1, 2012 to reflect a four percent (4%) general increase in nurse's base wage rate. All changes in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date designated.

A lump sum payment of two percent (2%) will be made to a nurse where there is no step increase

(between 20 to 22 years, 22 to 24 years, 24 to 26 years, 26 to 28 years, 28 to 30 years, 30 to 32 years and above 32 years) established on the wage scale for the period of May 2010 and April 2011 who have met either twelve (12) months or 1664 hours worked whichever comes last. The payment will be those hours worked in the eligibility period multiplied by nurse's base rate of pay times two (2.0)%.

**8.3 Advancement on the Wage Scale:** Advancement from one wage step to the next is based upon time worked at that step rather than time employed by the Hospital. Advancement from one step to the next on the wage scale will occur upon completion of each twelve (12) months or one thousand six hundred sixty four (1,664) hours of work, whichever comes last.

**8.3.1** A lump sum payment of two percent (2%) will be made to a nurse where there is no step increase (between 20 to 22 years, 22 to 24 years, 24 to 26 years, 26 to 28 years, 28 to 30 years and 30 to 32 years and above 32 years) established on the wage scale for the period of May 2010 and April 2011 who have met either twelve (12) months or 1664 hours worked whichever comes last. The payment will be those hours worked in the eligibility period multiplied by nurses base rate of pay times two (2.0) %.

**8.4 Recognition of Past Experience:** Nurses hired during the term of this Agreement shall be compensated at a wage level in accordance with the following plan:

**a.** Nurses with continuous inpatient acute care experience will receive one (1) year for one (1) year credit subject to (e) below. Nurses must provide proof of one thousand six hundred sixty four (1664) hours per year to receive full year of credit for previously held positions. Less than full-time work will need to be prorated per the one thousand six hundred sixty four (1664) hours per year. No one will receive more than one year per year no matter how many hours worked.

**b.** Nurses with continuous home health experience will receive one year credit for two years experience subject to (e) below.

**c.** Nurses with continuous nursing home or rehabilitation experience will receive one year credit for three years experience subject to (e) below.

**d.** Nurses with continuous Clinic or Public Health experience will receive one (1) year credit for four years experience subject to (e) below.

**e.** For purposes of subsections a – d above, continuous recent experience shall be defined as clinical nursing experience as a registered nurse in an acute care facility (*i.e.*, freestanding emergency and surgery centers, hospitals, home health agencies, nursing homes), or experience as a nurse practitioner without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer. All hours worked at Mid-Valley Hospital will be counted by Mid-Valley Hospital. Per diem experience at MVH or other employers does not count for purposes of recognition for past experience. This credit is only for experience prior to the original date of hire at Mid-Valley Hospital. It is the exclusive prerogative of the Employer to determine how much credit/recognition for past experience an employee shall receive and to determine at which step in the pay schedule to place an employee in all circumstances. The Employer's determination is final and binding on all parties and employees. The Employer's determinations are not subject to the grievance procedures.

**8.5 Part-Time Premium in Lieu of Benefits:** In lieu of all fringe benefits, a part-time nurse may elect a thirteen percent (13%) wage differential. This election may only occur within the first ten (10) days of employment, change in job status or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given at least (10) days advance notice of the enrollment dates. Thereafter, no change in fringe benefit compensation shall be granted during the term of this Agreement.

## ARTICLE 9 - PREMIUM PAY

**9.1 Shift Differential:** Effective beginning in the first full payroll period following signature by the last signing party to this Agreement, nurses who are assigned to work four (4) or more hours in the second shift as defined below, shall be paid a shift differential of three dollars (\$3.00) per hour over the base wage rate, for only those hours worked in the second shift. Effective May 1, 2012 the shift differential will be three dollars and twenty five cents (\$3.25) per hour over the base wage rate, for only those hours worked in the second shift.

**First Shift:** 7:00 a.m. – 7:00 p.m., all departments except Surgical Services.

**Second Shift:** 7:00 p.m. – 7:00 a.m., all departments except Surgical Services.

**Third Shift:** If the employer elects to create a Swing Shift, the normal hours for such a shift are 2:00 p.m. – 11:00 p.m. In addition, nurses who are assigned to work four (4) or more hours within this shift and who start at 10:45 a.m. or thereafter will receive the applicable shift differential. Effective beginning in the first full payroll period following signature by the last signing party to this Agreement, the third shift differential will be one dollar and fifty cents (\$1.50) per hour over the base wage rate subject to the above provisions. Effective May 1, 2012 the third shift differential will be one dollar and seventy-five cents (\$1.75) per hour over the base wage rate subject to the above provisions. This differential is not applicable to nurses who work the First Shift or Second Shift as described above.

**9.2 Standby:** All nurses scheduled or asked by the Employer to “stand by” awaiting call to work shall be paid standby pay at the rate of (\$3.00) per hour. Effective May 1, 2012 the standby rate will be (\$3.50) per hour

**9.3 Callback:** If a nurse is called back to work while on standby status, the nurse shall be paid for all hours worked at the rate of one and one-half (1½) times the regular rate of pay, which excludes the standby pay allocation ((wage rate x 1½) plus (standby pay)), with a minimum guarantee of two (2) hours of work, but not to exceed the amount of pay the nurse would receive had the nurse worked the total number of hours of scheduled standby. All hours worked while on callback from standby status shall count toward the nurse’s accrual of benefits, not to exceed two thousand eighty (2,080) hours in a calendar year. Shift differential shall not be paid when a nurse is working on callback status pursuant to this Section. This Section shall not apply to per diem employees.

**9.3.1 Weekend Callback:** If a nurse actually works more than sixteen (16) hours while on callback status between 11:00 p.m. Friday and 11:00 p.m. Sunday, all hours worked in excess of sixteen (16) hours shall be paid at the rate of double time (2x).

**9.3.2** When a nurse who is not on call for specified shift is called back to assist in Surgery, Emergency, Labor or Delivery Rooms or Floor Duty with less than four (4)-hours notice, the nurse shall receive time and one half (1½) pay as specified above; however, the nurse will not receive standby pay.

**9.3.3** Any nurse who is on call for the Operating Room or OB ICU, ER, for a specified shift will be expected to be within the vicinity of Mid-Valley Hospital. Maximum response time for nurses placed on call should not exceed thirty (30) minutes. Maximum time to respond to Trauma Call should not exceed twenty (20) minutes.

**9.3.4** If a nurse on low census standby is called into work prior to the start of their shift or before, they will receive straight time pay for the entire shift they are scheduled. An allowance of one (1) hour to travel to work will be given to any nurse from the time they are called until they clock in at the hospital.

**9.4 Weekend Premium Pay:** Any nurse who works on a weekend shall receive premium pay per

hour for each hour worked on the weekend in addition to the nurse's base wage rate. For premium pay purposes, the weekend shall be defined as a forty-eight (48)-hour period beginning on or after 7:00 p.m. Friday and ending on or before 7:00 p.m. Sunday. Weekend premium pay will be two dollars and fifty cents (\$2.50) per hour subject to the above provisions. (Note: takes place of letter of understanding from 2008)

**9.5 Preceptor Pay:** Any nurse specifically assigned by the Employer as a preceptor shall receive premium pay per hour while actually working with a transitioning nurse as follows: The preceptor pay will be one dollar and twenty five cents (\$1.25) per hour.

**9.6 Unit Coordinator:** A nurse who is assigned by the Employer unit coordinator responsibilities shall receive an additional seven percent (7%) per hour over the nurse's base wage rate.

**9.7 Charge Nurse:** A nurse who is assigned by the Employer (non-supervisory) charge nurse responsibility shall receive an additional seven percent (7%) per hour over the nurse's base wage rate.

**9.8 Certification Pay:** The Employer shall be the sole determiner of which certifications will be eligible for certification pay. For those nurses who become certified with those certifications determined by the Employer to be eligible for certification pay, they will receive premium pay per hour for each certification added to their base wage rate. The maximum number of certifications for any nurse shall be limited to two (2). Certification pay will be seventy-five cents (\$.75) per hour for the first certification and one dollar (\$1.00) per hour for the second certification subject to the limitations of a maximum of two (2) certifications for a total of one dollar and seventy five cents (\$1.75) per hour added to the base wage rate subject to the above provisions.

**9.9 BSN Pay:** Nurses eligible for BSN pay shall receive seventy-five cents (\$.75) per hour. The Employer shall determine eligibility.

**9.10 MSN Pay:** Nurses eligible for MSN pay shall receive one dollar (\$1.00) per hour. The Employer shall determine eligibility.

**9.11 Registered Nurse First Assist (RNFA):** A RNFA shall receive an additional seven percent (7%) per hour over the nurse's base wage rate.

## ARTICLE 10 - ANNUAL LEAVE

**10.1 Annual Leave:** Full-time and part-time employees shall accrue annual leave based upon hours of pay as defined in Section 4.8.1 in accordance with the following schedule:

### Annual Leave Accrual Rate Schedule

Description	Hourly Accrual Rate	Example: Assuming Nurse Works Full Time
0 to 5 years	.07692	20 days (160 hours)
5 to 12 years	.09615	25 days (200 hours)
12 to 15 years	.10384	27 days (216 hours)

15 or more years	.11538	30 days (240 hours)
------------------	--------	---------------------

Annual leave begins accruing the first day of employment. During the probationary period, an employee is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, an employee is eligible to take any annual leave, which has accrued.

**Note:** Above schedule includes recognition of nine (9) paid holidays which includes one eight (8)-hour floating holiday.

**10.2 Scheduling:** The Employer retains the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the Employer. All requests for annual leave will be processed electronically. Consideration for time off for annual leave purposes shall be granted to nurses based on seniority. A nurse desiring annual leave shall submit to their manager, as far in advance as is reasonable, but not less than two (2) weeks before the schedule is posted. The nurse will be notified in a reasonable time before the requested annual leave whether the annual leave is approved. A nurse will be paid no more than the nurse's accrued annual leave. In the case of conflicting requests for annual leave, seniority shall prevail. Seniority shall not affect approved annual leaves. Nurses will not be required to obtain their own annual leave relief. Nurses requesting annual leave over sixty (60) days in advance will be notified at least twenty-one (21) days from submission in advance of the requested annual leave as to whether or not their request will be approved.

**10.3 Payment at Year-End:** Annual leave which has accrued in a prior calendar year but has not been scheduled off during a subsequent calendar year shall be paid to the nurse in a lump sum as of December 31 of that year; payment to be made during the month of January. If employee chooses to defer year-end annual leave payout, they may do so by submitting a written request by December 15th to Human Resources, with a maximum deferral time of six months ending June 30<sup>th</sup>. Employees accepting annual leave in the form of direct compensation rather than paid time off shall not be eligible to later schedule time off without pay.

**10.4 Work on Holidays:** Nurses who work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at time and one half (1½) the nurse's regular rate of pay. Holiday will begin at 0001 to 2400 hours of the actual date of the Holiday. The nurse will also receive annual leave pay to the extent accrued for the regular hours worked on the holiday, upon written request by the nurse. Holiday work shall be rotated among nurses by the Employer to the extent possible. Calendar dates to be observed as holidays shall be specified by the Employer by January 31<sup>st</sup> of the new year.

**10.5 Payment at Termination:** After completion of the probationary period, a nurse shall be paid upon termination of employment for all annual leave earned.

**10.6 Pay Rate:** Annual leave will be paid at the regular rate of pay in effect at the time the annual leave pay is received by the nurse.

## ARTICLE 11 - SICK LEAVE

**11.1 Accrual:** Nurses shall accumulate sick leave benefits at the rate of eight (8) hours for each one hundred seventy three point three (173.3) hours worked. The maximum accumulation of sick leave shall be limited to nine hundred sixty (960) hours per nurse.

**11.2 Compensation:** Upon completion of the probationary period, sick leave benefits shall be paid at the nurse's regular rate of pay for any illness or injury in compliance with Washington State leave law not covered by Workers' compensation Insurance which incapacitates the nurse from performing normal duties and for disability due to pregnancy, miscarriage, abortion and childbirth. Sick leave may be used

for illnesses or injury of a dependent child under the age of eighteen (18). Subject to staffing considerations and prior approval of management, accrued sick leave may be used for medical, dental or eye appointments, which cannot be scheduled outside the nurse's normal work schedule.

**11.3 Notification:** The nurse shall notify the Employer, if possible, at least eight (8) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Failure to do so may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness will be required. Proven abuse of sick leave will be grounds for discharge.

**11.4 Conversion of Sick Leave to Vacation:** Upon completion of one (1) full year of employment, a nurse may elect to convert sick leave hours to vacation leave hours subject to the formula of three (3) hours of sick leave for each single hour of annual leave, up to a maximum of thirty-two (32) hours of annual leave per year, with ninety-six (96) hours of sick leave to be deducted from the sick leave accumulation. No nurse will be eligible for this conversion benefit unless they have at least seven hundred twenty (720) hours of sick leave accumulated in any given year that they may seek conversion. The eligible nurse must notify the Employer by December 10 of each year regarding the nurse's desire to convert sick leave.

## ARTICLE 12 - LEAVES OF ABSENCE

**12.1 In General:** A leave of absence is a period of time during which a person temporarily leaves the active employment of the Employer with the intention of resuming employment on a definite, stated date, and during which time the nurse receives no pay or benefits, unless the nurse elects to take annual leave or accrued sick leave in the appropriate case. Subject to the provisions of this Article, Nurses(s) shall retain their placement on the wage scale, step placement for purposes of annual leave accrual, seniority and benefits accrued at the time of taking a leave of absence. The leave of absence shall commence beginning on the first day of absence from work.

**12.2 Request for Leave:** All leaves of absence are to be requested from the Human Resources Department in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. The Director of Human Resources or designee will issue a written reply within ten (10) days of the leave request submittal date to grant or deny the leave. If denied, the written reply will state the reason for such denial.

**12.3 Health Leave:** After one (1) year of continuous employment, leave without pay shall be granted upon request of a nurse for a period of up to six (6) months for health reasons upon the recommendation of a physician without loss of benefits or seniority accrued to the date such leave commences. Health leave runs concurrently with any leave taken under the Family Medical Leave Act (FMLA). Nurses returning from leave before exhausting their FMLA entitlement or the amount of paid leave, whichever is greater, shall be reassigned to their former position or an equivalent position. Nurses returning beyond their FMLA entitlement period and after exhausting their paid leave shall be reassigned to their former or equivalent position whenever possible. Health leaves begin from the date of first absence from work.

**12.4 Maternity Leave:** A nurse may take an unpaid leave of absence (or nurse may use available sick leave or annual leave) for the entire period of time she is sick or temporarily disabled because of pregnancy or childbirth, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed the period of physical disability and any parental leave nurse is entitled to, the nurse shall return to work to her original or equivalent position with equivalent pay, benefits, and other employment terms. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a physician verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

**12.5 Parental Leave:** After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the nurse for a period of up to six (6) months for the care of a new born natural or adopted child or to care for a terminally ill child, without loss of benefits accrued to the date

such leave commences. Except in special circumstances, employees must give at least thirty (30) days advance written notice of parental leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the first day of the thirteenth (13<sup>th</sup>) week. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence. Parental leave shall be administered by the Hospital consistent with and subject to the conditions and limitations set forth by state law.

**12.5.1 Leave Combined:** A nurse may guarantee her position for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and parental leave. The total amount of combined maternity and parental leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

**12.6 Personal Leave:** After one (1) year of continuous employment, an unpaid leave of absence for personal reasons may be granted at the discretion of the Employer.

**12.6.1** Subject to staffing considerations and prior approval, full-time employees shall be allowed up to three (3) days off per year without pay for personal reasons. Part-time employees shall be allowed one (1) day off per year without pay subject to the same conditions. Each occurrence of time off shall constitute one (1) day.

**12.7 Military Leave:** Leave required in order for a nurse to maintain status in the military reserve of the United States shall be granted without pay and without loss of benefits accrued to the date such leave commences.

**12.8 Jury Duty:** Regular nurses who serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their regular rate of pay for the days that the nurse is scheduled to work. A nurse shall be required to give the Employer prompt notice of call for jury duty and must provide satisfactory evidence of jury duty and payment received for jury duty. To be eligible for jury duty pay, a nurse who reports for jury duty and is excused must immediately report back to the Employer indicating the nurse's availability for work. Nurses who serve as a witness on behalf of the Employer or who serve as a juror will be administratively assigned to the day shift Monday through Friday until released as a witness or juror. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

**12.9 Return from Leave:** Except as otherwise provided for herein, nurses returning from an approved leave of absence shall be entitled to the first available job opening consistent with the job description held by the nurse immediately prior to the leave of absence. This commitment shall supersede the job posting procedure specified in Section 6.7 of this Agreement. When ready to return from a leave of absence, the nurse must submit a letter to the Director of Human Resources in advance, stating the nurse's availability and interest in returning to work. Failure to notify the Hospital of the employee's interest in returning to work by the expiration date of the leave shall result in the employee's termination, unless the leave is extended at the sole discretion of the Employer. If more than one nurse is on a leave of absence, the first nurse indicating their interest and availability in returning to work in a job classification will be considered first for reinstatement. In the event that a nurse on a leave of absence is not returned to work within six (6) months from the date the nurse was expected to return from the leave of absence, the nurse will be terminated.

**12.10 Leave with Pay:** Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect compensation or status with the Employer.

**12.11 Leave without Pay:** Nurses on a leave without pay for six (6) months or less shall not accrue nor lose any time during the leaves of absence for purposes of placement on the wage scale or accrual of benefits.

**12.12 Emergency Leave:** Upon completion of the probationary period, paid emergency leave (prorated for part-time nurses) up to a total of forty (40) hours per year may be allowed for critical illness

or death in the immediate family. Immediate family shall be defined as those persons related by blood, marriage or legal adoption as follows: grandparent, parent, wife, husband, brother, sister, child, grandchild, mother-in-law, father-in-law or any relative living at the nurse's residence on a permanent basis. Emergency leave shall only apply to regularly scheduled shifts and shall not be applicable to scheduled days off. Additional unpaid leave may be granted where extensive travel is required.

**12.13 Job Related Study:** After one (1) year of continuous employment, permission may be granted for leave of absence for up to one (1) year without pay for job-related study (e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in undeserved areas and publishing), without loss of accrued benefits, providing such leave does not jeopardize Hospital services. The final decision to grant or deny a leave will be made by the Employer.

**12.14 Professional Leave:** Up to twenty-four (24) hours per year of leave with pay may be granted for attending professional meetings, such as workshops, seminars and educational programs, provided such leave shall be subject to budgetary considerations and scheduling requirements of the Employer. The term "professional meetings" is defined as meetings conducted to develop the skills and qualifications of nurses for the purposes of enhancing and upgrading the quality of patient care and shall not include any meetings conducted for other purposes including purposes relating to labor relations or collective bargaining activities. Part-time nurses shall be paid on a pro rata basis for attending professional meetings. Part-time nurses shall be paid on the same basis as full-time nurses when attendance at such meetings is required by the Employer. When the Employer requests that a nurse participate in a specified educational program, the Employer will pay all reasonable expenses, including one hundred percent (100%) tuition and fees associated with such program.

## **ARTICLE 13 - HEALTH AND WELFARE – RETIREMENT**

**13.1 Medical and Dental Insurance:** The Employer shall offer a medical, dental and vision plan. The employer may offer more than one medical plan. When an employee chooses a plan that has a higher premium rate than the maximum amount paid by the employer for the basic plan (WCIP 750 Formerly known as the Affordable Plan), the employee will be responsible for the excess premium cost. Any remaining premium after the employer contribution will be paid through a payroll deduction by the applicable employee. Eligibility for the plan will be based on the plan rules. Rates will be published prior to open enrollment each year.

The Employer is not responsible for any tax liability and/or responsibility on the part of the employee(s) which may result from a non-pretax status deduction.

**13.1.1** Full-time and part-time nurses who were hired prior to January 1, 1999, and who, since January 1, 1999, have been and are regularly scheduled to work twenty (20) or more hours per week are included under and covered by the Employer's group medical, dental and vision insurance plans and will be considered as full-time employees for the purposes of insurance premiums. This provision is a "grandfathered" benefit for nurses in this category and applies for the remainder of this agreement. To maintain "grandfathered" status a nurse must continue to work twenty (20) hours or more per week. If a grandfathered status nurse voluntarily drops below twenty (20) hours per week the provisions applying to nurse hired on or after January 1, 1999 then govern. Nurses who are involuntarily transferred out of their current hours per week status by Mid-Valley Hospital, retain their grandfathered status for the term of this Agreement. In the event that the current insurance plan changes, the language from Article 13.1.2 of the 2007-2010 Collective Bargaining Agreement would be applicable.

**13.1.2** Plan premium cost shall be shared by the employer and employee. Each eligible nurse who elects to be covered under the plan will contribute eighteen and one-half percent (18.5%) towards the total premium cost (medical, dental and vision combined) established for 2011

(\$189.52) with the employer paying the remainder of the premium. Should there be any increases in premiums, over the life of the contract, the nurse shall incur up to but no greater than a ten percent (10%) increase in any given year, not to exceed a maximum total of twenty percent (20%) increase above the nurse dollar amount contributions established in 2011.

**13.1.3** If the total composite rate decreases, the nurse will continue to contribute eighteen and one-half percent (18.5%) of the new decreased rate, with the employer paying the remainder of the premium.

Employer will provide employee and union a copy of the composite rate yearly.

Opt out option: If a nurse elects to opt out of the hospital plan, proof of insurance must be provided to the employer.

**13.2** **Health Tests:** At the time of employment and thereafter, all nurses shall receive a tuberculin test or chest X-ray as required by the State Department of Health. Upon request by a physician, a CBC, basic metabolic panel and routine urinalysis will be provided at no cost to the nurse once each year.

**13.3** **Other Insurance:** The Employer will provide worker's compensation insurance and unemployment compensation insurance in accordance with the laws of the State of Washington.

**13.4** **Retirement Plan:** A retirement plan shall be provided by the Employer. Retirement benefits and eligibility requirements for participation shall be defined by the plan.

**13.5** **Plan Changes:** If the Employer receives a health insurance proposal with material changes in premium costs or benefit coverage, the Employer and the Union may establish an insurance committee which includes two representatives from each bargaining unit, two non-represented employees, and two from management. The committee will review policies, benefits and premiums, and make recommendations to the Employer. The Employer will consider the recommendations but reserves the right to make the final determination with regard to policies, carriers, coverages, benefits and premiums. The Employer will notify the Union, in writing, of the Employer's determinations, and during the ninety (90) calendar day period following notification, the Union and Employer will negotiate about the Employer's determinations, but the obligation to bargain about the changes ceases after the ninety (90) calendar day period. Thereafter, Employer has the right to implement its determinations regarding new policies, carriers, coverages, benefits and premiums. Employer's determinations are not subject to the grievance procedures.

## **ARTICLE 14 - NURSING PRACTICE AND EDUCATION**

**14.1** **Orientation:** The objectives of orientation shall be to familiarize nursing staff with the objectives and philosophy of the Hospital and nursing services, to orient nursing staff to Hospital policies and procedures, and to instruct nursing staff as to their functions and responsibilities to enable them to practice independently. Nursing staff will be oriented through a combination of instructional conferences, floor and/or shift work. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses.

**14.2** **In-Service Education.** A regular and ongoing in-service education program shall be maintained. The objectives of in-service education shall be to review the philosophy, objectives and functions of in-service education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. The functions of in-service education shall be to promote the safe and intelligent care of the patient; to develop staff potential; to create an environment that stimulates learning creativity, and personal satisfaction; and to facilitate cross-orientation. Nurses who are required to attend in-service education meetings or staff meetings shall be paid at the applicable rate of pay.

**14.3 Nursing Practice/Staffing Committee:** The Employer, jointly with elected representatives of the bargaining unit, shall select a committee, consisting of eight (8) members, with the functions of:

- To assist with personnel and other mutual problems.
- To foster improved communication between the Employer and the nurses.
- To consider constructively staffing and scheduling issues and the productive and efficient use of nursing personnel.

The function of the committee shall be limited to an advisory rather than a decision-making capacity. Four(4) members of the Committee shall be selected by the Union and Four (4) members shall be selected by management. One of the management representatives shall be the Director of Patient Care Services or designee. All members of the committee shall be employees of the Hospital. Appropriate resource persons may be invited to participate. The committee shall meet quarterly with additional meetings to be requested by either party upon submittal of a written agenda.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

**15.1 Grievance Defined:** A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If a grievance arises, the nurse shall utilize the following grievance procedure.

### **Step 1 - Immediate Supervisor:**

If a nurse has a grievance, the nurse shall present the grievance in writing to the nurse's Immediate Supervisor within fourteen (14) calendar days from the date when the nurse became aware of the facts that constitute the grievance. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing within fourteen (14) calendar days following receipt of the written grievance.

### **Step 2 - Director of Patient Care Services and Director of Human Resources:**

If the matter is not resolved at Step 1, the nurse shall present the written grievance within seven (7) calendar days of the immediate supervisor's decision to the Director of Patient Care Services. The Director of Patient Care Services, the Director of Human Resources and the nurse shall confer within fourteen (14) calendar days in an attempt to resolve the grievance. The Bargaining Unit Representative may be present, if requested by the nurse. The Director of Patient Care Services shall then issue a written reply within seven (7) calendar days following the meeting.

### **Step 3 - Hospital Administrator:**

If the matter is not resolved at Step 2, the nurse shall present the written grievance within seven (7) calendar days of the Step 2 response to the Hospital Administrator or designee. Within fourteen (14) calendar days thereafter, there shall be a meeting with the Hospital Administrator, or designee, the nurse and/or the Bargaining Unit Representative and/or a Union Representative. The Administrator, or designee, will issue a response within fourteen (14) calendar days following the meeting.

### **Step 4 - Arbitration:**

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing for arbitration within ten (10) calendar days following the Step 3 decision. Within five (5) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name

remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall have no authority to substitute his judgment for that of the Employer or reverse the Employer's exercise of discretion in management decisions involving patient care. Each party shall pay one-half (½) of the arbitrator's fees and expenses associated with and/or involving arbitration proceedings. Each party shall pay their own attorneys fees, representative fees, witness fees and any other expenses, as well as costs, associated with presentation of their side of the case. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

**15.2** The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and the Hospital, and shall be confirmed in writing by the parties.

**15.3** Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the grievance procedure.

## **ARTICLE 16 - UNINTERRUPTED PATIENT CARE**

**16.1** **No Strike:** It is recognized that the Employer is engaged in a vital public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Union. Neither the Union nor its member, agents, representatives, nurses or persons acting in concert with them, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever during the life of this Agreement for any cause whatsoever.

**16.2** **No Lockout:** The Employer agrees not to engage in any lockout during the life of this Agreement.

## **ARTICLE 17 - MANAGEMENT RIGHTS**

**17.1** The Union and the employees agree that the Employer has certain core management rights which the Employer has the right to decide and to implement, without negotiations. If effects bargaining is applicable, the parties agree to adhere to the provisions of Section 17.3 below.

**17.2** Employer core management rights referenced in Section 17.1 above are inclusive of, but not limited to, the following:

**17.2.1** **The right to establish and modify reasonable work rules and procedures.**

**17.2.2** The right to schedule any and all work and overtime work, and the methods and process by which said work is to be performed in a manner most advantageous to the Employer and consistent with the Employer's assessment of the public interest and patients' needs.

**17.2.3** The right to hire and lay off employees as deemed necessary by the Employer.

**17.2.4** The right to discipline an employee for just cause as indicated in Sections 5.4 and 5.5.

**17.2.5** The right to make any and all determinations as to size and composition of the work force.

**17.2.6** The right to direct employees to carry out duties connected with operations not

enumerated in job descriptions.

**17.2.7** The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency.

**17.2.8** The right to modify and/or restructure any and all operations and any and all services in order to more effectively and efficiently carry out patient care and services on a cost-effective basis as determined by the Employer.

**17.2.9** The right to introduce new improved and automatic methods and equipment to improve efficiency and reduce costs.

**17.2.10** The right to close or liquidate, combine, locate, relocate, and/or reorganize divisions, offices, branches, operations, clinics, units, and/or facilities.

**17.2.11** The right, at all times, to determine the budget, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

**17.3** The Union has the right to request to bargain about the effects of an Employer decision(s) when the effects are not already addressed in this Agreement. In order for the Union to activate its right to bargain about the effects of an Employer decision(s), the Union must provide notification of its desire to bargain about the effects within ten (10) calendar days of the Employer's notice to the Union of its decision(s). Examples of where effects may already be addressed and about which no negotiations may be necessary are inclusive of, but not limited to, low census, job posting, layoffs, hours of work, discipline, health insurance plans, etc. The Employer reserves the right to implement following an impasse of effects bargaining. If there is an emergency, timelines for effects bargaining are not applicable.

**17.4** All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as the Employer, from time to time, shall determine.

## **ARTICLE 18 - GENERAL PROVISIONS**

**18.1** **State and Federal Laws:** This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of 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 such provision.

**18.2** **Amendments:** Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

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

## ARTICLE 19 - DURATION AND TERMINATION

This Agreement shall be effective May 1, 2010, except as otherwise indicated, and shall remain in full force and effect until April 30, 2013. Either party wishing to amend the terms of the Agreement or to terminate the Agreement may do so by giving written notice to the other party not less than ninety (90) calendar days in advance of the expiration date.

SIGNED THIS 9th day of November, 2010.

**MID-VALLEY HOSPITAL  
Board of Directors**

Gary H. Oestreich

Gary H. Oestreich,  
Chairperson

Michael D. Billing

Michael D. Billing,  
Administrator

**UNITED STAFF NURSES UNION  
LOCAL 141 UFCW**

Marilyn Savage

Marilyn Savage, RN, President

Rise James

Rise James, RN

Sue Seeger

Sue Seeger, RN

Amanda Shafer

Amanda Shafer, RN

Stephanie Valentine

Stephanie Valentine, RN

Erin Andreas

Erin Andreas, RN

Heather Mullen

Heather Mullen, RN

Paula Woods

Paula Woods, RN

**APPENDIX A**

## Wage Scale - Hospital

<b>Description</b>	<b>May 1, 2010</b>	<b>May 1, 2011</b>	<b>May 1, 2012</b>
Less than 1 year	\$ 24.37	\$ 24.74	\$ 25.73
1 year	\$ 25.14	\$ 25.52	\$ 26.54
2 year	\$ 25.85	\$ 26.24	\$ 27.29
3 year	\$ 26.53	\$ 26.93	\$ 28.01
4 year	\$ 27.15	\$ 27.56	\$ 28.66
5 year	\$ 27.90	\$ 28.32	\$ 29.45
6 year	\$ 28.59	\$ 29.02	\$ 30.18
7 year	\$ 29.27	\$ 29.71	\$ 30.90
8 year	\$ 29.94	\$ 30.39	\$ 31.61
9 year	\$ 30.68	\$ 31.14	\$ 32.39
10 year	\$ 31.51	\$ 31.98	\$ 33.26
11 year	\$ 31.93	\$ 32.41	\$ 33.71
12 year	\$ 32.67	\$ 33.16	\$ 34.49
13 year	\$ 33.08	\$ 33.58	\$ 34.92
14 year	\$ 33.50	\$ 34.00	\$ 35.36
15 year	\$ 33.91	\$ 34.42	\$ 35.80
16 year	\$ 34.47	\$ 34.99	\$ 36.39
17 year	\$ 34.88	\$ 35.40	\$ 36.82
18 year	\$ 35.30	\$ 35.83	\$ 37.26
19 year	\$ 35.71	\$ 36.25	\$ 37.70
20 year	\$ 36.13	\$ 36.67	\$ 38.14
22 year	\$ 36.55	\$ 37.10	\$ 38.58
24 year	\$ 36.96	\$ 37.51	\$ 39.01
26 year	\$ 37.38	\$ 37.94	\$ 39.46
28 year	\$ 38.03	\$ 38.60	\$ 40.14
30 year	\$ 38.74	\$ 39.32	\$ 40.89
32 year	\$ 39.27	\$ 39.86	\$ 41.45

***A graduate RN shall receive one dollar (\$1.00) less per hour than the Staff RN rate (Appendix A) described as "less than one year " during the graduate period (section 4.1)***

# APPENDIX B

## Mid-Valley Medical Group (MVMG)

This Appendix pertains to the Mid-Valley Hospital/Mid-Valley Medical Group/Clinic registered nurses and the parties have agreed that the collective bargaining agreement between Okanogan County Public Hospital District #3 d/b/a Mid-Valley Hospital and USNU Local 141 UFCW shall be applicable to Clinic registered nurses with the following modifications:

Longevity and seniority commence on September 27, 2004 for clinic nurses hired when Mid-Valley Hospital started managing the clinic and on the date of hire for nurses hired after September 27, 2004.

**Section 5.7 – Travel:** does not pertain to clinic nurses.

**Section 6.1 – Seniority:** The Clinic nurses' seniority is defined as a full-time or a part-time nurse's continuous length of service based upon compensatory hours as a registered nurse with Mid-Valley Medical Group from most recent date of hire. If the Clinic nurses' hire date is the same, then seniority will be based on experience. Section 6.1 shall otherwise apply.

**Section 6.2 – Layoff Defined; Section 6.2.1 - Department Layoff; Section 6.2.2 - Department Merger and/or Restructure; and Section 6.2.3:** These provisions pertain to the Hospital and the clinic separately and not collectively. Any changes to the number of RN positions will be discussed with the Union prior to implementation.

**Section 6.3 – Low Seniority Roster; Section 6.4 – Orientation; Section 6.5 - Per Diem Work; Section 6.6 – Recall; Section 6.7 - Termination; Section 6.8 - Seniority Roster; Section 6.9 - Low Census:** These provisions pertain to the Hospital and the clinic separately and not collectively.

**Section 6.10 – Job Posting:** These provisions pertain to the Hospital and the clinic separately and not collectively. A Clinic nurse may apply for a job posting in Mid-Valley Hospital, and the wage placement would be based on the provisions of Section 8.4 of the Mid-Valley Hospital contract.

**7.4 – Overtime:** Only the last three sentences of section 7.4 apply to Clinic nurses. Overtime for Clinic nurses is compensated at the rate of one and one half (1 ½) times the regular rate of pay for time worked beyond 40 hours in a week.

**7.10 – Shift Rotation:** Does not apply to clinic nurses.

**8.1 – Wage Rates:** The provisions of this Article apply. The Clinic nurses' wage schedule for May 1, 2010, May 1, 2011 and May 1, 2012 is included at the end of this Appendix attached as Appendix C.

**8.2 – Compensation Increases:** Effective May 1, 2010, the Clinic nurses' new wage schedule attached as Appendix C commences and reflects ninety percent (90%) of the hospital nurses base wage rate. Effective May 1, 2011, Appendix C reflects a one and one-half percent (1.5%) general increase for Clinic nurses. Effective May 1, 2012, Appendix C reflects a four percent (4%) general increase for Clinic nurses. All changes in compensation set forth in this Agreement shall become effective the first full pay period on or after the date designated.

**8.4 – Recognition of Past Experience:** This does not apply to Clinic nurses except when Clinic nurses apply for a Hospital nurse's position pursuant to Section 6.10 - Job Posting. Clinic nurses will be given one year credit for one year experience subject to the provisions of Section 8.4(e) of the Mid-Valley Hospital nurses contract.

**8.5 – Part-Time Premium in Lieu of Benefits:** does not apply to Clinic nurses.

**OKANOGAN COUNTY  
PUBLIC HOSPITAL  
DISTRICT NO 3  
d/b/a MID VALLEY MEDICAL  
GROUP**

**UNITED STAFF NURSES UNION  
LOCAL 141 UFCW**

Gary Oestreich

Marilyn Savage

Gary Oestreich, Chairperson  
Board of Directors

Marilyn Savage, RN, President

**APPENDIX C**  
Wage Scale— Clinic

<b>Description</b>	<b>May 1, 2010</b>	<b>May 1, 2011</b>	<b>May 1, 2012</b>
Less than 1 year	\$ 21.93	\$ 22.26	\$ 23.15
1 year	\$ 22.63	\$ 22.97	\$ 23.89
2 year	\$ 23.27	\$ 23.62	\$ 24.56
3 year	\$ 23.88	\$ 24.24	\$ 25.21
4 year	\$ 24.44	\$ 24.81	\$ 25.80
5 year	\$ 25.11	\$ 25.49	\$ 26.51
6 year	\$ 25.73	\$ 26.12	\$ 27.16
7 year	\$ 26.34	\$ 26.74	\$ 27.81
8 year	\$ 26.95	\$ 27.35	\$ 28.44
9 year	\$ 27.61	\$ 28.02	\$ 29.14
10 year	\$ 28.36	\$ 28.79	\$ 29.94
11 year	\$ 28.74	\$ 29.17	\$30.34
12 year	\$ 29.40	\$ 29.84	\$ 31.03
13 year	\$ 29.77	\$ 30.22	\$ 31.43
14 year	\$ 30.15	\$ 30.60	\$ 31.82
15 year	\$ 30.52	\$ 30.98	\$ 32.22
16 year	\$ 31.02	\$ 31.49	\$ 32.75
17 year	\$ 31.39	\$ 31.86	\$ 33.13
18 year	\$ 31.77	\$ 32.25	\$ 33.54
19 year	\$ 32.14	\$ 32.62	\$ 33.92
20 year	\$ 32.52	\$ 33.01	\$ 34.33
22 year	\$ 32.90	\$ 33.39	\$ 34.73
24 year	\$ 33.26	\$ 33.76	\$ 35.11
26 year	\$ 33.64	\$ 34.14	\$ 35.51
28 year	\$ 34.23	\$ 34.74	\$ 36.13
30 year	\$ 34.87	\$ 35.39	\$ 36.81
32 year	\$ 35.34	\$ 35.87	\$ 37.30

## APPENDIX D

**Family and Medical Leave:** The Employer complies with the Family Medical Leave Act (FMLA). Under the FMLA the Employer provides up to 12 weeks of unpaid, job protected leave per rolling calendar year to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for the Employer for at least one year and for 1,250 hours over the previous 12 months. The Employer grants unpaid leave for any of the following reasons:

- To care for employee’s newborn child or newly adopted or placed adoptive or foster child;
- To care for employee’s spouse, child, or parent who has a serious health condition; or
- For employee’s serious health condition that makes employee unable to perform his or her job.
- To care for a spouse, son, daughter, parent or next of kin of a covered service member who has sustained an injury while in the line of duty (this is up to 26 weeks)
- For an employee who has a military spouse, son, daughter or parent in the National Guard or Reserves who is called to active duty (12 weeks)

An employee ordinarily must provide 30 days advance written notice when the leave is “foreseeable”. If leave is “unforeseeable” an employee must give notice as soon as practicable. Notice must include anticipated timing and duration of the leave. The Employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer’s expense) and a fitness for duty report to return to work. The Employer may also require recertification(s) during the leave if the Employer needs verification of continuing need for FMLA leave. Intermittent leave or leave on a reduced schedule must be medically necessary. Taking leave may be denied if requirements are not met.

If earned sick leave or annual leave benefits are available, an employee must use those benefits during FMLA leave. To the extent benefits are unavailable, FMLA leave is unpaid. Benefits do not accrue during any unpaid portion of FMLA leave. The Employer maintains an employee’s health coverage under the applicable group health plan for the duration of FMLA leave. If the employee does not return to work at the end of FMLA leave, the employee must repay health insurance premiums to the Employer unless failure to return is caused by factors beyond the employee’s control. An employee is restored to his or her original or equivalent position with equivalent pay, benefits, and other employment terms if the employee returns at the conclusion of his or her FMLA entitlement. An employee does not lose any employee benefit that accrued prior the start of employee’s FMLA leave.

If leave is to care for a newborn child or newly adopted or placed adoptive or foster child, leave can be taken intermittently or on a reduced leave schedule only if the Employer agrees. If the Employer employs both spouses and both spouses desire to take family leave to care for a newborn, newly adopted or placed adoptive or foster child, such spouses are limited to 12 weeks of FMLA leave between themselves.