

EMPLOYMENT AGREEMENT

BY AND BETWEEN

**UNITED STAFF NURSES UNION
LOCAL 141, UFCW**

AND

**ST. JOSEPH'S HOSPITAL
CHEWELAH, WASHINGTON**

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EMPLOYMENT AGREEMENT

BY AND BETWEEN

UNITED STAFF NURSES UNION
LOCAL 141, UFCW

AND

ST. JOSEPH'S HOSPITAL
CHEWELAH, WASHINGTON

This Agreement is made and entered into by and between the United Staff Nurses Union, Local 141, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union" and St. Joseph's Hospital, hereinafter referred to as the "Hospital" or the "Employer". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours and other conditions of employment, and to provide an orderly system of employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

It is intended that this Agreement will meet, among others, the following purposes:

- 1) To provide for the highest degree of efficiency and effectiveness in the accomplishment of the mission of St. Joseph's Hospital;
- 2) To promote fair and reasonable working conditions; and
- 3) To adjust promptly any grievances arising under this Agreement.

ARTICLE 1 – RECOGNITION

1.1 Recognition. The Employer recognizes the Union as the sole representative for all registered nurses employed by the Employer at its Chewelah, Washington facility as full-time, part-time, or supplemental resident nurses, staff nurses, charge nurses or obstetrical nurses; excluding registered nurses in managerial, supervisory, confidential and administrative positions, and all other employees.

1.2 New Bargaining Unit Positions. The Union shall be notified of any new bargaining unit job classifications established by the Employer.

ARTICLE 2 – MEMBERSHIP

2.1 Membership. All bargaining unit nurses who are members of the Union, or who agree to pay a fee for collective bargaining services, at the time of ratification of this Agreement, and all bargaining unit nurses who voluntarily become members of the Union, or agree to pay a fee for collective bargaining services, during the term of this Agreement, must maintain their membership in good standing for the life of the Agreement. Good standing is defined as paying Union dues or service fees on a timely basis. Failure to comply with this condition shall, within thirty (30) days of receipt by the Hospital of the written request by the Union, result in the discharge of the nurse.

All bargaining unit nurses who are hired after the effective date of this Agreement shall have thirty (30) calendar days from the date of hire in which to give written notice by certified or registered mail to the Union at its headquarter offices of their intent to not join the Union or pay service fees to the Union. Such written notice must be postmarked within thirty (30) calendar days from the date of hire, with a copy furnished to the Employer.

In the event a newly-employed bargaining unit nurse fails to exercise the foregoing option within thirty (30) days, then said nurse shall be required to become a member of the Union (or pay the service fee) within sixty (60) calendar days from the date of hire. Failure to comply with this condition after the passing of sixty (60) calendar days shall, at the written request of the Union, result in immediate discharge of the nurse.

Newly-hired bargaining unit nurses may be made aware of this membership provision at the time of hire and orientation. A list of any newly hired bargaining unit members will be provided to the Union monthly. The names of the newly hired bargaining unit members will be shared monthly with the bargaining unit chairperson.

2.2 Dues Deduction. Upon presentation of a voluntarily submitted, individually signed dues deduction form in the form of Appendix A, the Hospital agrees to deduct from the paycheck of any registered nurse in the bargaining unit the monthly dues required of members by the Union. The amounts deducted will be transmitted by the Hospital to the Union by check payable to the Union's order each month. Upon issuance and transmittal of this check to the Union, the Hospital's responsibility shall cease with respect to the deductions. The Union and each employee authorizing the assignment of his/her wages for the payment of Union dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, actions or proceedings arising from any dues deductions made hereunder by the Hospital. The deduction of Union dues may be terminated by an employee on written notice to the Hospital and the Union.

2.3 Bargaining Unit Information. Every month, the Employer shall provide the Union with a list of the registered nurses in the bargaining unit, their employee identification number, home address and telephone number, position held, status (i.e., full-time, part-time or supplemental), date of hire, and current rate of pay.

ARTICLE 3 – UNION REPRESENTATION

3.1 Union Access. The Union's authorized staff representatives may have access to those areas of the Employer's premises which are open to the general public for the purpose of

investigating grievances and contract compliance. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Hospital's Human Resources staff. 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.

3.1.1 Exclusive Representative. The Union, as the sole and exclusive representative of the bargaining unit employees, shall have the exclusive right to represent nurses in the contractual grievance procedure herein.

3.2 Bargaining Unit Representative. The Union shall have the right to select officers who will act as the bargaining unit representatives from among the nurses in the unit. Bargaining unit officers and/or representatives shall be recognized by the Employer when the Union has given the Employer written notice of the selection.

3.2.1 Union Business. Union business performed by bargaining unit officer will be conducted during non-working hours (*i.e.*, rest breaks, meal periods, and before and after shift). With the prior approval of the Employer, a bargaining unit officer may be paid for time spent in grievance meetings with management.

3.2.2 New Hire Orientation. With prior supervisory approval, a bargaining unit representative will be given unpaid leave for one-half hour during the orientation period to introduce this Agreement to newly employed bargaining unit nurses.

3.2.3 Negotiations. Subject to notification by the nurses to their appropriate supervisor and scheduling requirements, the Employer will endeavor to give negotiating team members unpaid release time for contract negotiations.

3.3 Bulletin Boards. If the Union provides bulletin boards, the Hospital will designate them for the use of the bargaining unit for the posting of official Union notices. Any posted notice shall be signed by a bargaining unit representative and courtesy copies, when possible, shall be provided to the Hospital's Human Resources Manager or designee.

3.4 Distribution of Agreement. The Union shall distribute a copy of the Agreement to each nurse presently employed. The Union will provide copies of this Agreement to the Hospital and the Hospital will distribute such copies to each newly hired nurse. The cost of reproducing this Agreement shall be borne by the Union. If the Union provides additional copies of this Agreement to the Hospital, nurses may obtain them from the Hospital's Personnel Department.

3.5 Meeting Rooms. The Union may use Hospital meeting rooms for educational offerings provided advance request is made to the Administrator or designee, and space is available.

ARTICLE 4 – DEFINITIONS

4.1 Resident Nurse. A resident nurse is a Registered Nurse whose clinical experience in nursing care after graduation is less than six (6) months, or a Registered Nurse who is returning to practice with no current clinical training or experience within the past three (3) years. A resident nurse shall be assured a planned training program (minimum one (1) month) under close and direct supervision that will enable the nurse to assume increasing responsibility. Close and direct supervision shall be defined as working in conjunction with other registered nurses. Residents shall be assigned as a team member with responsibility for a limited number of patients. Resident nurses shall not be assigned charge duties. Such nurse's performance shall be reviewed on an on-going basis during the residency period by the appropriate Nurse Manager or designee.

4.2 Staff Nurse. A registered nurse, currently licensed in Washington, who is responsible for the direct and/or indirect care of the patient.

4.3 Charge Nurse. A registered nurse who has demonstrated specific competencies that have been established by the Hospital and who is assigned leadership responsibility by Nursing Administration. The charge nurse responsibilities will be reflected in an addendum to the staff nurse job description. Nurses will not be assigned charge responsibilities without first demonstrating the specific charge competencies to Nursing Management. The nurse who is assigned charge duties shall receive a charge premium for all time worked as charge.

4.4 Regular Full-Time Nurse. A nurse who is regularly-scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen (14) day period, and who has successfully completed the probationary period.

4.5 Regular Part-Time Nurse. A nurse who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the probationary period. Unless otherwise provided herein, a part-time nurse shall be compensated in the same manner as a full-time nurse except that wages and benefits shall be prorated in proportion to the employee's actual hours worked.

4.6 Supplemental Nurse. A nurse who is hired to work during any period when additional work of any nature requires a temporarily augmented work force, or who is hired to work in the event of an emergency or employee absenteeism, or who is hired to work on an on-call basis.

4.6.1 Pay Practices. Supplemental nurses shall receive longevity increments and shall be eligible for overtime, shift differential, weekend premium, callback pay, standby pay, charge pay, certification pay, and one and one-half (1 1/2) times their hourly rate of pay for all hours worked on a recognized holiday.

4.6.2 Wage Differential. In lieu of all employee benefits or premium pay (except for overtime, shift differential, weekend premium, callback pay, standby pay, charge pay, certification pay, and one and one-half (1 1/2) times the hourly rate of pay when a recognized holiday is worked), supplemental nurses shall be paid a wage differential above their longevity increment based upon their applicable availability tier. The Hospital may determine whether and

if so how many supplemental nurses may need to be utilized at a particular tier in a particular unit/operating area. The Hospital may also determine the level of skills, experience or ability needed to be designated to a particular tier in a particular unit/operating area. Supplemental nurses will provide their available dates to Nursing Management by no later than thirty (30) days prior to the first day of the schedule period.

4.6.2.1 Tier 1. Supplemental nurses at Tier 1 must offer to make themselves available to work at least four (4) shifts in a four (4) week period. The Hospital will choose among the shifts offered or negotiate some other mutually acceptable shifts with the supplemental and then designate two (2) shifts as the Tier 1 supplemental nurse's available shifts for the four (4) week period. Tier 1 supplemental nurses will receive a wage differential of eight percent (8%) above their longevity increment.

4.6.2.2 Tier 2. Supplemental nurses at Tier 2 must offer to make themselves available to work at least six (6) shifts in a four (4) week period (two of which must be evening shifts or one of which must be a night shift; and one of which must be a weekend shift as defined in Section 7.5) and at least two (2) holidays per year (one of which must be either Thanksgiving or Christmas). The Hospital will choose among the shifts offered or negotiate some other mutually acceptable shifts with the supplemental nurse and then designate four (4) shifts as the Tier 2 supplemental nurse's available shifts for the four (4) week period. Tier 2 supplemental nurses will receive a wage differential of twelve percent (12%) above their longevity increment.

4.6.2.3 Tier 3. Supplemental nurses at Tier 3 must offer to make themselves available to work at least ten (10) shifts in a four (4) week period (two of which must be evening shifts or one of which must be a night shift; and three of which must be weekend shifts as defined in Section 7.5) and at least three holidays per year (one of which must be Thanksgiving or Christmas, and one on which must be Memorial Day, July 4th or Labor Day). The Hospital will choose among the shifts offered or negotiate some other mutually acceptable shifts with the supplemental nurse and then designate six (6) shifts as the Tier 3 supplemental nurse's available shifts for the four (4) week period. Tier 3 supplemental nurses will receive a wage differential of sixteen percent (16%) above their longevity increment.

4.6.2.4 Tier 4. Supplemental nurses at Tier 4 must offer to make themselves available to work at least twelve (12) shifts in a four (4) week period (three of which must be evening shifts; three of which must be a night shifts; and three of which must be weekend shifts as defined in Section 7.5) and at least three holidays per year (one of which must be Thanksgiving or Christmas, and one on which must be Memorial Day, July 4th or Labor Day). The Hospital will choose among the shifts offered or negotiate some other mutually acceptable shifts with the supplemental nurse and then designate eight (8) shifts as the Tier 4 supplemental nurse's available shifts for the four (4) week period. Tier 4 supplemental nurses will receive a wage differential of twenty percent (20%) above their longevity increment.

4.6.3 Supplemental Availability. To make her/himself available, a supplemental nurse must notify the nurse manager or designee (hereinafter "nurse manager") in writing by no later than schedule request deadline of the shifts s/he is offering to be available to work during the period covered by the upcoming schedule. In the obstetrical or surgical (OR)

areas, or in any other area which does not regularly schedule full- or part-time nurses to work 24 hours a day, seven days a week, supplemental nurses who are oriented/trained to such areas may also fulfill their tier's availability requirements by making themselves available for scheduled standby, with 24 hours of scheduled standby equaling one available shift. If a supplemental nurse is not placed on the schedule in advance for all of his/her designated available shifts, the supplemental nurse must continue to be available to work the remainder of his/her designated available shifts until one hour before the shift start time. Between ninety (90) and sixty (60) minutes before the scheduled shift start time, the supplemental nurse will call the charge nurse on duty to confirm if s/he is to report to work, be placed on standby or released from his/her obligation for the shift.

4.6.4 Changes in Tiers. Newly hired supplementals shall provide notice of the availability tier they intend to meet on or before their date of hire. The Hospital will confirm in writing to the supplemental nurse the tier that will be applicable to that nurse for each applicable six (6) month period. At or about the end of each six (6) month period (April-September; October-March), the nurse manager will determine whether a supplemental nurse has met the availability requirements of his/her applicable tier and/or whether the supplemental needs in a unit/operating area support continued utilization of a supplemental nurse at her/his previous tier. In making the determination whether a supplemental nurse has met the availability requirements of his/her applicable tier, the nurse manager shall have the discretion to substitute non-recognized holidays or other days/periods when supplementals made themselves available to work shifts that were difficult to cover, such as Christmas Eve, New Years Eve, Easter, Spring Break, Mother's/Father's Day, etc. If the nurse manager determines at or about the end of the designated six month period that the supplemental needs of a unit do not support the continued utilization of a supplemental nurse at a particular tier or that an individual supplemental nurse has failed to make him/herself available to work as required under his/her current tier, such nurse, for the next six (6) month period shall be transferred by the Hospital to another tier level that reflects the revised supplemental needs of the unit and/or the extent to which the supplemental nurse actually made him/herself available to work during the six month period that just ended. During a current six (6) month period, the Hospital may also address a supplemental nurse's repeated failure to make him/herself available according to his/her tier, through progressive discipline. Supplementals who do not meet their applicable availability requirements may also be removed from the supplemental roster by the Hospital at or after the end of the designated six (6) month period. Additionally, a supplemental nurse who has met or exceeded his/her tier's availability standard during the current six month period may change his/her tier effective the beginning of the next six (6) month period provided the supplemental needs of the unit, as determined by the Hospital, support the utilization of a particular supplemental tier in that unit/operating area. The six (6) month reviews of the supplemental nurse's actual availability will be shared with the Conference/Nursing Practice Committee.

4.7 Preceptor. A nurse assigned to provide close direction and support, and to serve as a resource for resident nurses. Preceptors will also be assigned to orientees and other nurses as directed by Nursing Management. All hours assigned as preceptor shall be compensated at the preceptor rate of pay. Preceptor pay shall be paid in addition to Certification pay and/or other premium rates of pay. Nurses assigned as preceptors shall receive sufficient orientation prior to assuming the preceptor role. Preceptor duties will be considered in direct patient care

assignments. Preceptor assignments shall be determined by Hospital management with the agreement of the nurse.

4.8 Probationary Period. The first three (3) calendar months shall be considered a probationary period for all full-time and part-time nurses. The probationary period for supplemental nurses shall be the longer of four hundred sixteen (416) paid hours or three (3) calendar months. A full- or part-time nurse's probationary period may be extended in writing by the Hospital for up to an additional three (3) months with further evaluation by Nursing Management and input from assigned preceptors and/or nurse staff educators. A supplemental nurse's probationary period may be extended in writing by the Hospital for an additional four hundred sixteen (416) paid hours. After successful completion of the probationary period, the nurse shall be considered a regular employee. During the probationary period, a nurse may be terminated without notice or cause and without recourse to the grievance procedure. Regular full-time or part-time nurses who change to supplemental status and then return to full-time or part-time status shall not be subject to a new probationary period.

ARTICLE 5 – EMPLOYMENT PRACTICES

5.1 Notice of Resignation. Nurses who have completed the probationary period shall be required to give at least four (4) weeks written notice of resignation.

5.2 Discipline and Discharge. A regular nurse shall be disciplined and/or discharged only for just cause. A regular nurse who believes s/he has been disciplined or discharged without just cause shall be entitled to appeal the dismissal through the grievance procedure. The Employer uses progressive discipline except for situations for which immediate dismissal is appropriate. Which level of progressive discipline the Employer will use in a given situation will depend on the circumstances and severity of the regular employee's conduct or work performance as determined by the Hospital. Disciplinary actions (including a verbal counseling/warning) shall be documented in writing and a copy of the documentation shall be given to the nurse. Nurses may be requested to sign the written disciplinary action for the purpose of acknowledging receipt.

5.3 Union Representation. A regular nurse will be informed of the right to and may request the presence of a bargaining unit officer during any disciplinary action except verbal counselings/warnings.

5.4 Performance Review. Nurses normally receive a written review prior to the end of the probationary period and annually thereafter. Nurses shall acknowledge such review by signature; such signature will imply neither agreement nor disagreement with the review. A copy of the review shall be given to the nurse. The nurse may provide a written response to the performance review which shall be retained with the review in the nurse's personnel file.

5.5 Personnel Files. Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance reviews, and any written responses to performance reviews, personnel action forms, licensure and continuing education records, letters of commendation and recognition, and records of disciplinary counseling/action. By appointment, nurses may inspect

their personnel records at mutually convenient times. Documentation regarding conditions at date of hire (rate of pay, work area (e.g., long term care vs. hospital) shift, hours of work), reason for termination, changes in status, pay or shift, and leaves of absence shall be in writing with a copy given to the nurse upon request.

5.6 Travel. A nurse who is required by the Hospital to accompany a patient traveling by ambulance shall be considered to be in the employ of the Hospital. All such time spent traveling shall be considered time worked. Overtime will apply when appropriate.

5.6.1 Mileage. Subject to prior supervisory approval, nurses required to use their personal automobile on hospital business will be reimbursed for their mileage at the current IRS rate.

5.7 Floating. The Employer retains the right to change the nurse's daily work assignment on a shift-by-shift basis by floating the nurse to another work area to meet patient care needs. Additionally, nurses who are primarily scheduled to work in a unit/department, who have been oriented to another unit/department, may also be scheduled, at least once a month to work in the other unit/department in order to maintain their orientation to and skills in the other unit/department. Nurses will be expected to perform all basic nursing functions when floating. Reasonable effort will be made to provide orientation to nurses required to float. This orientation may occur during low census hours. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing area to which such nurse is assigned to float. If during assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with his/her supervisor.

5.8 Low Census. Low census is defined as a decline in patient care requirements resulting in temporary staff decrease. During periods of low census, the Hospital will first release certified nursing assistants. In the event there are no certified nursing assistants scheduled to work an affected shift, then the Hospital will ask for volunteers to take low census from among the licensed (RN/LPN) staff. In the event there are not volunteers, registry and supplemental licensed staff will be low censused. In the event there are no registry or supplemental licensed staff to be low censused, the Hospital will rotate low census equitably among the full- and part-time licensed staff assigned to the unit by shift, subject to skill, ability, experience, competence or qualifications as determined by the Hospital. At the Hospital's discretion, staff who have been low censused may be placed on standby. Staff who are subject to low census may use earned personal holidays in eight (8) hour increments or earned vacation in increments not to exceed eight (8) hours, and such time off will count in the low census rotation.

5.8.1 During periods of low census when there are four (4) or fewer patients on the acute care unit, the Hospital may ask for volunteers among the licensed (RN/LPN) staff. In the event there are no volunteers among the licensed staff, the Hospital may first low census any registry or supplemental licensed staff scheduled to work the affected unit. If there are no registry or supplemental licensed staff scheduled to work the affected unit, the Hospital may rotate low census equitably among the full- and part-time licensed staff assigned to the affected unit by shift, subject to skill, ability, experience, competence or qualifications as determined by the Hospital. Licensed staff who are low censused by the Hospital under this Section shall be

placed on standby, and may use earned personal holidays in eight (8) hour increments or earned vacation in increments not to exceed eight (8) hours, and such time off will count in the low census rotation.

5.9 Nondiscrimination. The Employer and the Union agree that the conditions of employment shall be consistent with state and federal laws regarding nondiscrimination.

ARTICLE 6 – SENIORITY

6.1 Definition. Seniority shall mean a nurse’s continuous length of service with the Hospital from the most recent date of hire as a registered nurse in the bargaining unit. Seniority shall not apply to a nurse until completion of the probationary period. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire as a registered nurse. Length of service as an employee of the Hospital shall be used to determine vacation and benefit accruals.

6.1.1 A registered nurse who accepts a position with the Hospital outside the bargaining unit shall have his/her bargaining unit seniority frozen, provided s/he does not have a break in employment with the Hospital. Such a nurse may utilize his/her frozen seniority in the future when applying for and after returning to a bargaining unit position. For purposes of bargaining unit seniority, his/her date of hire shall be adjusted to reflect the time period s/he worked outside the bargaining unit. Such a nurse’s frozen seniority may not be used, while working outside the bargaining unit, to avoid a layoff from her/his non-bargaining unit job by attempting to “bump” into a bargaining unit position under Section 6.3.1.

6.2 Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship. For example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

6.3 Layoffs. The following order of layoff is established in the event such may occur:

First, newly hired supplemental, part-time, or full-time nurses while on probation in the affected unit.

Second, supplemental nurses in the affected unit who have completed their probationary period.

Finally, the least senior full- or part-time nurse(s) in the affected unit.

6.3.1 A senior regular full-time or part-time nurse affected by a layoff may transfer to a vacant position elsewhere in the Hospital if the nurse is qualified to perform the position. If there are no vacant positions, the senior nurse may displace the least senior nurse within another area of the Hospital if the nurse is qualified to perform the position without training; provided, however, a displacement may not occur if the less senior nurse has accumulated at least two (2) years of bargaining unit seniority.

6.3.2 Prior to the announcement or notice of layoff to the nurse(s), the Hospital shall notify the Union of the layoff and shall meet with the Union if requested. Upon request, the Union and the Hospital shall review the layoff order. The Hospital will give the nurse(s) involved fourteen (14) days notice of layoff where possible.

6.4 Roster. After ratification, an updated seniority roster will be developed. In the event of a layoff, the seniority roster will be updated and available at the Personnel Department.

6.5 Recall. Nurses on layoff status shall be placed on a recall list for a period of twelve (12) months from the date of layoff. When vacancies occur, nurses will be reinstated in reverse order of the layoff providing skills, abilities, experience, competence and qualifications are considered equal in the opinion of the Hospital. The Hospital shall endeavor to reinstate the nurse to the same position held prior to layoff. Upon reinstatement, the nurse shall assume his/her previous seniority position and shall have previously earned and uncashed-out vacations and seniority restored. Nurses on layoff must keep the Employer informed as to current address and telephone number. Any recall of nurses out of seniority will be communicated to the Union in advance of the recall.

6.6 Job Openings. Notices of open nurse positions covered by this Agreement shall be posted at least ten (10) calendar days in advance of filling the position in order to afford presently employed nurses the first opportunity to apply. Posted full- or part-time positions may not be increased or decreased in FTE without reposting. In filling vacancies in positions covered by this Agreement, presently employed nurses shall be given first consideration on the basis of seniority; providing skills, abilities, experience, competence or qualifications of the applicants are not overriding factors as determined by the Employer. To be considered for an opening, the nurse must submit a written (where applicable, electronic) transfer request for each posted position. If due to patient care considerations, the Hospital is unable to transfer a nurse who has successfully applied for a vacant position, that position may be filled on a temporary basis, for up to three (3) months, and the nurse will be notified as to when the transfer will be expected to occur.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8-½) consecutive hours. The normal work day for nurses working twelve (12) hour shifts is twelve (12) hours of work to be completed in thirteen (13) consecutive hours; provided, however, at the nurse's request the second half-hour meal period may be waived so that the nurse's twelve (12) hour shift is completed in 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 regularly recurring seven (7) day period or eighty (80) hours of work within a regularly recurring fourteen (14) day period. The normal work period for nurses scheduled to work twelve (12) hour shifts is thirty-six (36) hours of work within a regularly recurring seven (7) day work period.

7.2.1 Innovative Schedules. An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any of the provisions of this Agreement. Innovative schedules may be established with the mutual consent of the Hospital, the Union, and the affected nurse(s). Prior to implementing an innovative schedule, the Employer and the Union shall clarify and agree on the terms and conditions related to that innovative schedule before mutual consent between the nurse(s), the Union, and the Hospital occurs. The innovative schedule shall be memorialized in writing, and shall specifically address any terms of this Agreement which have been mutually modified and the circumstances under which the Hospital may discontinue the innovative schedule.

7.3 Overtime Definitions. All time worked in excess of eight (8) hours in one day or in excess of eighty (80) during the fourteen (14) day period by nurses exclusively scheduled to work eight (8) hour shifts shall be considered overtime. All time worked in excess of the normal work day or forty (40) hours during one work week by nurses exclusively scheduled to work twelve (12) hour shifts shall be considered overtime. All time worked in excess of the normal work day or forty (40) hours during one work week by nurses working a mix of eight or twelve hour shifts shall be considered overtime.

7.3.1 Overtime. Overtime shall be compensated at the rate of one and one-half (1-½) times the nurse's regular rate of pay. Overtime shall be computed to the nearest one-quarter (¼) hour.

7.3.2 Paid Time. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. There shall be no pyramiding or duplication of overtime (or premium pay paid at the rate of time and one-half).

7.4 Meal/Rest Periods. Meal and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses working eight hour shifts shall receive an unpaid meal period of one-half (½) hour. Nurses working a twelve hour shift shall receive two (2) one-half (½) hour unpaid meal periods, and may waive their second meal period as provided in Section 7.1. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours. Nurses working twelve (12) hour shifts shall be allowed three (3) paid rest periods of fifteen (15) minutes in duration. Nurses required to work during their meal periods shall be compensated for such work at the appropriate rate.

7.5 Weekends. The Employer will make a good faith effort to schedule all full-time and part-time employees to have two (2) out of every four (4) weekends off. If staffing allows, preference will be given to scheduling every other weekend off. In the event a full- or part-time nurse is scheduled to work three (3) successive weekends, all time worked on the third weekend shall be paid for at the rate of one and one-half (1-½) times the regular rate of pay. This section shall not apply to full- or part-time nurses who voluntarily agree to more frequent weekend duty. The weekend shall be defined for day and evening eight hour shift nurses as Saturday and/or Sunday. For eight hour night shift nurses, the weekend shall be defined as Friday and/or Saturday nights. For twelve (12) hours shifts, the weekend shall be defined as Saturday and Sunday for the day shift and as Friday and Saturday for the night shift.

7.6 Rest Between Shifts. Unless performing standby duty, full- and part-time nurses working eight (8) hour shifts shall have an unbroken rest period of at least twelve (12) hours between scheduled shifts. Unless performing standby duty, a nurse working twelve (12) hour shifts shall have an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreed between the nurse and the Hospital. Any time worked by such nurses on the subsequent shift without the stated rest between shifts shall be paid for at the rate of one and one-half times the regular rate. This section shall not apply when there is less than the specified number of off duty hours scheduled between shifts due to the nurse's request.

7.7 Work Schedules. It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes such as, but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census, and emergencies. The Employer retains the right to determine which areas will work what schedules/shifts and to adjust work schedules to maintain an efficient and orderly operation. Schedules shall be posted at least ten (10) days before the first day of the schedule time period. After the schedule is posted, except for special situations involving patient care (including low census), individual schedules cannot be changed except by mutual agreement.

7.8 Shift Rotation. Unless mutually agreeable to the Employer and the employee involved, shift rotation will be used only in emergency conditions. If shift rotation is necessary, and skills, experience, abilities, competence and qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior nurse first.

7.9 Work on Scheduled Day Off. Any time actually worked by a full-time or part-time nurse on their scheduled day off with less than twenty-four (24) hours notice shall be compensated at time and one-half (1-1/2) their regular rate of pay.

ARTICLE 8 – COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid the applicable wage rates set forth in Appendix B to this Agreement.

8.1.1 Longevity Increases. Full-time and part-time nurses shall receive their longevity increases beginning the first pay period starting after their anniversary date. Supplemental nurses shall be eligible for longevity increases upon accrual of eight hundred thirty-two (832) paid hours, provided there have been at least twelve (12) calendar months since such nurse's last longevity increase. Paid hours include both straight time and overtime hours, but shall not include standby hours. Supplemental nurses who are asked not to report to work due to low census or who are released due to low census shall also have their low census hours count as paid hours for the purposes of computing longevity increases. Supplemental nurse's longevity increases shall be effective at the beginning of the first pay period following eligibility.

8.2 Recognition for Previous Experience. Full- time, part-time and supplemental nurses first employed during the term of this Agreement shall be compensated at a longevity increment in accordance with the following plan:

8.2.1 Nurses with at least one (1) year of continuous recent experience in nursing shall be employed at not less than the first increment level.

8.2.2 Nurses with two (2) years of continuous recent experience in nursing shall be employed at not less than the second increment level.

8.2.3 Nurses with three (3) years of continuous recent experience in nursing shall be employed at not less than the third increment level.

8.2.4 Nurses with four (4) years of continuous recent experience in nursing shall be employed at not less than the fourth increment level.

8.2.5 Nurses with five (5) years of continuous recent experience in nursing shall be employed at not less than the fifth increment level.

8.2.6 Nurses with six (6) years of continuous recent experience in nursing shall be employed at not less than the sixth increment level.

8.2.7 Nurses with seven (7) years of continuous recent experience in nursing shall be employed at not less than the seventh increment level.

8.2.8 Nurses with eight (8) years of continuous recent experience in nursing shall be employed at not less than the eighth increment level.

8.2.9 Nurses with nine (9) years of continuous recent experience in nursing shall be employed at not less than the ninth increment level.

8.2.10 Nurses with ten (10) years of continuous recent experience in nursing shall be employed at not less than the tenth increment level.

8.2.11 Nurses with eleven (11) years of continuous recent experience in nursing shall be employed at not less than the eleventh increment level.

8.2.12 Nurses with twelve (12) or more years of continuous recent experience in nursing shall be employed at not less than the twelfth increment level.

8.2.13 For purposes of this section, continuous recent experience shall be defined as relevant clinical nursing experience without a break of more than two (2) years in nursing experience which would reduce the level of nursing skills as determined by the Hospital.

8.3 Wage and Benefit Minimums. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those specified in this Agreement.

ARTICLE 9 – PREMIUM PAY

9.1 Shift Differential. Beginning the first pay period after August 1, 2007, nurses assigned to work the second shift (where the majority of the scheduled hours are between 3-

11 p.m.) shall be paid a shift differential of one dollar and ninety cents (\$1.90) per hour over the hourly rate of pay, and nurses assigned to work the third shift (where the majority of the scheduled hours are between 11 p.m.-7 a.m.) shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour.

9.1.1 Nurses scheduled to work twelve (12) hour shifts are eligible for shift differential when the majority of their scheduled hours fall on a shift that is eligible for a differential. The differential that will be paid is the one which is applicable to where the majority of the scheduled hours fell.

9.2 Standby Pay. The Hospital has the right to determine whether and if so which nurses will be assigned or scheduled for standby duty. Beginning the first pay period after August 1, 2007, nurses placed on standby status off Hospital premises shall be compensated at the rate of three dollars and fifty cents (\$3.50) per hour. Any nurses on standby are expected to respond promptly to calls and return promptly to work when needed (e.g., the nurse's normal seasonal commuting time). Standby duty shall not be counted as hours worked for purposes of computing overtime, seniority, longevity increments or employee benefits.

9.3 Callback Pay. Operating room nurses scheduled in advance for standby will receive a minimum of one (1) hour's pay at the appropriate rate for assisting at surgical procedures scheduled with twenty-four (24) or more hours notice. If operating room nurses scheduled in advance for standby are required to assist at a procedure scheduled with less than twenty-four (24) hours notice or with an unscheduled emergency procedure, they shall be paid for assisting at such procedures at the rate of one and one-half (1-½) times the nurses' hourly rate of pay for a minimum of one (1) hour. Standby pay shall cease upon the nurse's return to work.

9.3.1 Nurses in units other than the OR, who are scheduled in advance for standby on the posted schedule will receive a minimum of one (1) hour's pay at the rate of one and one-half (1 ½) time the nurse's hourly rate, if such a nurse is called into work from scheduled standby with less than twenty-four (24) hours notice. Nurses in units other than the OR, who are called in from standby which is not scheduled in advance, including but not limited to nurses who are assigned standby due to low census, shall be compensated at the appropriate rate for a minimum of one (1) hour. Standby pay shall cease upon the nurse's return to work.

9.3.2 Travel time to and from the Employer shall not be considered time worked. The callback minimum shall not apply when the employee reports for work in advance of an assigned shift.

9.4 Work in Advance of Shift. When an employee is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1-½) the regular rate of pay.

9.5 Report Pay. Nurses who report for work as scheduled, unless otherwise notified in advance of the time to report for work, and are released from duty by the Employer, shall receive a minimum of two (2) hours of work or two (2) hours of pay.

9.6 Charge Premium. Any nurse who is assigned charge duties shall be paid a premium of two dollars (\$2.00) per hour.

9.7 Certification. Beginning the first pay period after August 1, 2007, nurses who are or who become certified in a national clinical specialty for Emergency, Med/Surg, Obstetrical/Labor & Delivery, Operating Room/PACU or Geriatric nursing and work in the area of their certification shall receive a certification premium of eighty cents (\$0.80) per hour for all hours worked. Provided, however, that only two certifications may apply per nurse at any one time.

9.8 Preceptor Premium. Beginning the first period after August 1, 2007, any nurse who is assigned preceptor duties shall be paid a premium of one dollar (\$1.00) per hour for all hours worked as preceptor.

9.9 Weekend Premium. Any nurse who works on a weekend shall receive one dollar and seventy-five cents (\$1.75) per hour for each hour worked on the weekend in addition to the nurse's hourly rate of pay. The weekend shall be defined for day and evening shift nurses as Saturday and/or Sunday. For night shift nurses, the weekend shall be defined as Friday and/or Saturday nights

ARTICLE 10 – SICK LEAVE

10.1 Earning. Full and part-time employees earn sick leave at the rate of .04625 hours for all paid and low census hours starting with the first day of employment, but sick leave may not be used during the probationary period.

10.2 Maximum Accumulation. The maximum sick leave that will be allowed to be accrued is one thousand (1,000) hours.

10.3 Sick Leave Compensation. If a regular full-time and part-time nurse is absent from work due to illness or injury, the Hospital shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less. Nurses shall use sick leave in increments equal to the scheduled shift for which they are absent. Sick leave may be used for the illness or injury of a minor child or to care for other family members as specified in the Washington Family Care Act. Sick leave may not be used after giving notice of resignation without providing verification of illness or injury from the nurse's healthcare provider.

10.4 Physician's Statement. A physician's statement may be requested upon return to work as verification of illness and/or certification of fitness to perform essential duties.

10.5 Coordination of Sick Leave/Worker' Compensation. When a regular full-time or part-time nurse is eligible to receive payments under the Worker's Compensation Act, earned but unused sick leave may be used to supplement such payments to make up the difference between compensation received under the Worker's Compensation Act and the nurse's regular rate of pay, but not to exceed the net earnings the employee would normally have received during a normal work period.

ARTICLE 11 – HOLIDAYS

11.1 Recognized Holidays. There shall be nine (9) paid holidays recognized by the Hospital, as follows:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
3 Personal Holidays	

Full- and part-time employees are eligible for paid holidays (except personal holidays) upon completion of the probationary period. A regular full- or part-time employee hired between January 1 and the end of February is eligible for three (3) personal holidays during that first calendar year. If such an employee is hired between March 1 and August 31, the employee will be eligible for only two (2) personal holidays during that initial, partial calendar year. If such a nurse is hired on or after September 1, the nurse will not be eligible for personal holidays during that calendar year. Thereafter, a regular full- or part-time nurse can use one personal holiday during the first six calendar months of the year, another personal holiday during the second six calendar months of the year, and the third personal holiday at any time during the calendar year. Personal holidays are not cumulative from year to year.

11.1.1 Additional Holidays. If the Employer recognizes additional holiday(s) for hospital employees during the term of this Agreement, nurses covered under this Agreement will automatically receive those holidays.

11.2 Work on a Recognized Holiday. Holiday work shall be rotated by the Employer among full- and part-time nurses to the extent possible. Regular supplemental, part-time and full-time nurses required to work an eight hour shift on a recognized holiday (excluding personal holidays) shall be paid at one and one-half (1-½) times their hourly rate. Holiday time and one-half premium is only paid for those hours on a twelve hour shift which actually fall during the twenty-four hour holiday period. Regular full- and part-time nurses required to work a recognized holiday (excluding personal holidays) will also receive within sixty (60) days a pro-rated compensatory day off or pay in lieu of the compensatory day off at the hourly rate.

11.3 No Work on a Holiday. If a holiday falls on the regular full- or part-time employee's scheduled day off, they will be given the pro-rated compensatory date off or pay in lieu of the compensatory day off at the hourly rate. When a holiday occurs during such an employee's vacation, the employer will be paid the pro-rated compensatory day off and the recognized holiday will not be charged to the vacation accrual.

11.4 Holiday Pay. The amount of holiday pay granted for a holiday will be pro rated based on twenty percent (20%) of the average weekly hours worked or scheduled (whichever is greater) up to a maximum of eight (8) hours to be calculated every six months (January-June and July-December). For newly hired full-or part-time nurses or for nurses who change their status, holiday pay will be calculated on scheduled hours until completion of the first full calculation period.

11.5 Holiday Pay Upon Termination. After completion of the probationary period, a full- or part-time nurse who terminates in good standing shall be paid for any earned but unused Personal Holidays. “Good standing” is defined as resignation with proper notice, layoff, or discharge other than for just cause.

ARTICLE 12 – VACATION

12.1 Earning. Full- and part-time nurses earn vacation benefits from date of hire, for all paid and low census hours, at the following rates:

<u>Years of Service</u>	<u>Per Hour</u>	<u>Maximum Yearly Accumulation</u>
0-3 years	.038462	80 hours
4-9 years	.057692	120 hours
10-19 years	.076923	160 hours
20+ years	.088462	184 hours

The maximum vacation accumulation allowed at any one time is three hundred sixty-eight (368) hours.

12.2 Use. After completing the probationary period, full- and part-time nurses may schedule the use of any vacation benefits earned in increments of not less than one (1) work day. Vacation pay shall be the amount the nurse would have earned had the nurse worked during that period at the nurse’s hourly rate; provided, however, that nurses scheduled for twelve (12) hour shifts will use vacation in twelve (12) hour increments. If an evening or night shift is a permanent assignment, shift differential will be included in the full- or part-time nurse’s vacation pay.

12.3 Vacation Pay at Termination. After completion of one (1) year of employment, a full- or part-time nurse who terminates in good standing shall be paid for any earned but unused vacation benefits. “Good standing” shall be defined as resignation with proper notice, layoff, or discharge other than for just cause.

12.4 Scheduling. The Employer shall retain the right to determine the scheduling of vacations. In the case of conflicting requests by nurses for vacation or limitations imposed by the Employer on vacation requests, seniority shall prevail in assigning vacations provided the skills, abilities, experience, competence and qualifications of the nurses affected are not overriding factors as determined by the Employer; provided, however, that seniority may not override an already approved vacation.

ARTICLE 13 – MEDICAL AND INSURANCE BENEFITS

13.1 Group Medical/Dental. The Employer shall provide group medical/dental plan coverage for all eligible full- and part-time nurses covered by this Agreement who are regularly scheduled to work at least twenty-four (24) hours per week. Eligibility requirements will be defined by the Employer’s plan. The Employer will pay one hundred percent (100%) of the premium for at least one of the plans offered to eligible full- and part-time nurses. Eligible full- and part-time nurses may enroll their eligible dependents at their own cost.

13.2 Retirement Plan. The Employer will provide a retirement plan for all eligible nurses. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan.

13.3 Tax-Deferred Annuity Plan. The Hospital will provide a tax-deferred annuity plan for all eligible nurses. Benefits and eligibility requirements for participation shall be defined by the Employer's plan.

13.4 Life Insurance. The Employer shall provide a group life insurance plan for all eligible nurses. Life insurance benefits and eligibility requirements for participation shall be defined by the Employer's plan.

13.5 Flexible Spending Account. The Employer will provide a Section 125 Plan (Flexible Spending Account) for all eligible nurses. Benefits and eligibility requirements for participation shall be defined by the Employer's plan.

13.6 Maintenance of Benefits. The Employer reserves the right to change unilaterally insurance providers or carriers; provided, however, that the current level of benefits shall not be unilaterally reduced by the Employer during the term of this Agreement without first notifying the Union regarding any changes in benefit levels, and upon timely request, negotiating over those changes. The Employer shall notify the Union at least sixty (60) calendar days in advance of any proposed reduction in such benefits.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 General. All leaves are to be requested from the Employer in writing as far in advance as possible stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer. An employee who fails to return at the end of a leave of absence shall be considered to have resigned and in some cases may be required to reimburse the Employer for its contributions to the group medical dental plan which may have been made during the leave. An employee on a leave of absence will not continue to accrue seniority or benefits during that leave, but there shall be no loss of previously accrued seniority or benefits if the employee returns to work at the end of the leave. Leaves to which an employee is entitled under state or federal law, like the Family Medical Leave Act (FMLA) will be administered in accordance with such laws and their interpretive regulations.

14.2 Health Leave. Upon completion of the probationary period, a leave of absence may be granted without pay to a full- or part-time nurse for health reasons (including pregnancy or childbirth) upon the certification of a healthcare provider for a period of six (6) calendar months, without loss of accrued seniority or benefits to the date such leave commences. Eligible employees (e.g., those nurses who have worked at least twelve (12) calendar months and 1250 hours) who take a health leave will be using their FMLA entitlement. The Employer may require second or third opinions from a health care provider certifying the need for the leave provided the Employer pays for such examinations. Employer may require recertifications concerning the continuing need for the leave during the leave. If the nurse's absence from work for health reasons does not exceed twelve (12) work weeks, the nurse shall return to work in the same area, shift and former full-time or part-time status. Thereafter, for the duration of the leave

not to exceed six (6) calendar months, upon requesting return to work when there has not been a layoff, the nurse shall be offered the first available opening for which the nurse is qualified. When there has been a layoff, reinstatement shall be according to the recall provisions of this Agreement. The nurse must use any accrued sick leave or vacation during a health leave. Prior to the nurse returning from a health leave of absence, the Employer may require a statement from a healthcare provider certifying the nurse's capability to perform the essential functions required of the position. Provided the FMLA eligible nurse has not already exhausted her/his FMLA entitlement, then for that period of a health leave which counts towards the nurse's FMLA entitlement, the Employer and the nurse shall continue their respective contributions towards the group medical/dental plan. Nurses who exhaust their FMLA entitlement before or during a health leave may self-pay the entire medical/dental plan premium under COBRA in order to continue such group insurance coverage during a health leave.

14.3 Jury Duty. A full- or part-time nurse who is required to serve on a jury on a regularly scheduled work day shall be compensated by the Employer, subject to its personnel policies, for the difference between the nurse's jury duty pay and the nurse's hourly rate of pay, provided the nurse notifies the Employer immediately upon receipt of the jury summons and allows the Employer an opportunity to notify the Court if the jury duty imposes a hardship upon the Employer. Nurses who serve as jurors will be administratively assigned to the day shift for the duration of the jury duty. Nurses shall be given up to eight (8) hours off without pay immediately prior to serving as a juror, if requested by the nurse.

14.4 Witness Leave. A nurse who is called to be a witness on behalf of the Employer in a judicial or administrative proceeding shall be compensated by the Employer for the difference between the nurse's witness fee pay and the nurse's hourly rate of pay. A nurse who is called as a witness on behalf of the Employer will be administratively assigned to the day shift. Nurses subpoenaed for judicial or administrative proceedings not involving the Employer will be given unpaid release time. Nurses shall be given up to eight (8) hours off without pay immediately prior to any judicial or administrative proceeding, if requested by the nurse.

14.5 Unpaid Personal Leave. Upon completion of one year's employment, full- or part-time nurses may request personal leave without pay for a period of up to six (6) calendar months without loss of seniority to the date such leave commences. If an employee contemplates taking work elsewhere during an unpaid personal leave, the employee shall inform the Employer. Nurses granted unpaid personal leaves may continue their group medical/dental coverage on a self pay basis according to COBRA. If the nurse's unpaid leave of absence does not exceed two (2) calendar weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter, for the duration of the leave, the nurse shall be offered any available opening for which s/he is qualified. The hourly rate of an employee returning from an unpaid personal leave of absence shall not be less than that paid prior to the granting of the leave, provided the employee returns to the same classification from which s/he took the leave.

14.6 Parental Leave. After completion of twelve (12) calendar months of employment and working 1250 hours, a full- or part-time nurse will be granted leave for a period of up to twelve (12) work weeks for the purpose of paternity, legal adoption, or foster care placements. Eligible nurses who take parental leave will be using their FMLA entitlement. If earned vacation or floating holiday benefits are available, they must be used and counted as part

of the twelve (12) weeks of parental leave. If earned vacation or floating holiday benefits are unavailable, the entire parental leave will be unpaid. Parental leave shall be in addition to any health leave given to a female employee due to pregnancy related disabilities. If both parents are employed by the Employer, the parents must split the basic twelve (12) work week entitlement between themselves. Parental leave shall be completed within twelve (12) calendar months after the birth or placement or adoption or foster care. Provided the nurse has not already exhausted her/his FMLA entitlement, then for that period of a parental leave which counts towards the nurse's FMLA entitlement, the Employer and the nurse shall continue their respective contributions towards the group medical/dental plan. Nurses who exhaust their FMLA entitlement before or during a parental leave may self pay the entire medical/dental plan premium under COBRA in order to continue such group insurance coverage during a parental leave. Nurses on parental leave shall be returned to their same or an equivalent job of like pay if they return at the conclusion of the twelve (12) work weeks provided the employee's position was not otherwise eliminated in a layoff. When there has been a layoff, reinstatements will be according to the recall provisions of this Agreement.

14.7 Bereavement Leave. Full- or part-time nurses shall be allowed up to five (5) working days off with pay in a calendar week in the event of death in the nurse's immediate family; provided, however, that such bereavement leave shall be for only those days during the week which they were scheduled to work. If additional time off is needed, the full- or part-time nurse may request it from his/her nurse manager, and if approved, such additional time off may be granted as vacation or unpaid personal leave. Immediate family shall be defined as spouse, child, parent, grandparent, brother, sister, grandchild, parent of spouse, brother or sister of spouse, son-in-law, or daughter-in-law. Exceptions to the above definition may be made by the Administrator. When requesting bereavement leave, family relationship must be indicated on the timesheet. Bereavement leave is paid at the employee's hourly rate of pay.

14.8 Family Medical Leave. After completion of twelve (12) calendar months of employment and working 1250 hours, a full- or part-time nurse will be granted unpaid leave for a period of up to twelve (12) work weeks for the purpose of caring for a child, spouse or parent with a serious health condition. If earned sick leave, vacation or floating holidays are available, they will be counted as part of the family medical leave. Eligible Nurses who take a family medical leave will be utilizing their FMLA entitlement. The Employer may require that the nurse submit a completed healthcare provider certification documenting the need for a family medical leave. Second and third opinions may be required at the Employer's expense. Recertifications may also be required during the leave if the Employer needs verification of the continuing need for a family medical leave. Provided the nurse has not already exhausted his/her FMLA entitlement, the Employer and nurse shall continue their respective contributions towards the group medical and dental insurance during the family medical leave. Nurses who exhaust their FMLA entitlement before or during a family medical leave may self pay the entire medical/dental plan premium under COBRA in order to continue such coverage during a family medical leave. Nurses returning from a family medical leave shall be returned to their same job or an equivalent job of like pay if they return at the conclusion of their twelve (12) work week entitlement under the FMLA provided the employee's position was not otherwise eliminated in a layoff. Where there has been a layoff, reinstatement will be according to the recall provisions of this Agreement.

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

ARTICLE 15 – STAFF DEVELOPMENT

15.1 Orientation. The Employer will provide a reasonable orientation for newly hired nurses, nurses floating other areas, or nurses who are transferred on other than a temporary basis to a new employment area. Currently employed registered nurses may also request orientation to new areas and such requests may be granted based upon Nursing Administration's assessment of the current and projected need for cross-training in the requested area. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented. Work assignments of nurses will be consistent with the clinical expertise of the nurse and acuity of the patient. The Employer will schedule orientations, inform the nurse in writing as to when they will occur, and will work with the nurse and his/her schedule. Orientation may be a combination of in-service, floor and shift work experiences. Orientation objectives will be to familiarize new personnel with the objectives and philosophy of the Hospital; to orient new personnel to policies and procedures, their essential job functions and their responsibilities as defined in the job description; and to provide learning experiences for the promotion of safe and quality nursing care.

15.2 In-Service Education. The primary responsibility for continuing education rests with each individual nurse. Nurses are encouraged to communicate their suggestions and requests with regard to in-service education topics to the appropriate nursing manager within the Hospital. The Union agrees to promote active participation and attendance at the in-service education programs sponsored by the Hospital. The Hospital shall attempt to have in-service education programs approved for continuing education credits. Announcements concerning in-service education programs will be posted in advance and efforts will be made to schedule programs in a way that accommodates varying work schedules. When announcements concerning in-service education programs are posted, the Hospital will designate if attendance is mandatory. Nurses will coordinate with their supervisor their attendance at an in-service which is scheduled during their normal work day and attendance at such in-services (whether voluntary or mandatory) shall be compensated at the appropriate rate. With prior managerial approval, nurses shall be paid for attendance at in-services (whether voluntary or mandatory) during their off duty hours, and time spent at such in-services shall be considered time worked for the purpose of computing overtime; provided, however, that such attendance shall not trigger the requirements of Section 7.6 (Rest Between Shifts) and Section 9.4 (Work in Advance of Shift). Nurses will be allowed thirty (30) days to review mandatory inservice materials for mandatory inservices they may have missed. After thirty (30) days, unless the nurse has requested and been granted an extension from Nursing Administration, nurses may not be scheduled until mandatory inservice attendance requirements are met.

15.3 Continuing Education Programs. Supplemental, full-time and part-time employees may be granted time while on duty, in eight hour increments, to attend specified education or training programs outside the Hospital which relate directly to their nursing duties. Requests for attendance at programs outside the Hospital must be made thirty (30) days in

advance in writing to the immediate supervisor who in consultation with the Administrator will determine approval. The reimbursement of course fees and travel expenses associated with the attendance at specified training programs outside the Hospital will be determined by Nursing Administration and will be confirmed in writing in advance of the nurse's attendance at such program.

15.4 Tuition Reimbursement. Tuition reimbursement for college credit courses towards a degree in nursing will be subject to the Hospital's tuition reimbursement policy.

15.5 Nursing Staff Meetings. Nurses shall be required to attend at least eight of the ten nursing staff meetings scheduled by the Hospital every calendar year, unless excused in advance by Nursing Management. Nurses shall be paid for attendance at nursing staff meetings and time spent at nursing staff meetings shall be considered time worked for the purpose of computing overtime.

ARTICLE 16 – CONFERENCE COMMITTEE/NURSING PRACTICE COMMITTEE

16.1 Conference/Nursing Practice Committee. The Conference/Nursing Practice Committee shall meet at least once each calendar quarter at mutually convenient times. Additional meetings may be scheduled upon the request of either party upon presentation of a proposed agenda. The purposes of the Committee shall be to: foster improved communications between the Employer, the bargaining unit nurses and bargaining unit officers; function as a forum for considering constructively the professional practice of nurses and other health care workers; work constructively for the improvement of patient care and nursing practices; make recommendations to the Hospital concerning staffing problems; consider constructively the improvement of safety and health conditions which may be hazardous; and improve or increase job satisfaction. The Committee shall prepare an agenda of topics to be discussed prior to the meeting date and keep minutes of each meeting. Copies of the minutes shall be distributed to each member of the Committee. A copy of the minutes shall be posted on the bargaining unit bulletin board(s). The Committee shall be advisory and will not discuss matters subject to collective bargaining or Union matters. The Committee shall be composed of four (4) staff nurses appointed by the Union (at least one (1) from the long term care unit) and four (4) supervisory/managerial nurses appointed by Administration. Participants at the meeting will include at least two (2) staff nurses (one from acute; one from long-term care unit) and two (2) supervisory/management nurses. The Committee will select from among its members Co-chairs, representing a staff nurse and a supervisory/managerial nurse. The Co-chairs shall be responsible for scheduling the meetings, chairing the meetings, and preparing the minutes. Committee members shall be paid for attendance at Committee meetings and hours spent in attendance at the Committee meetings shall be considered time worked for the purpose of computing overtime.

ARTICLE 17 – DRUG AND ALCOHOL FREE WORKPLACE

17.1 General. The Employer, the nurses and the Union have a joint interest in workplace safety and satisfactory job performance, and collectively acknowledge that alcohol and drug abuse are inconsistent with this joint interest. The Employer and the Union also acknowledge that nurses continue to be responsible for maintaining satisfactory job performance

and attendance, and for complying with the Employer's policies and procedures. Nurses with job performance, attendance, or conduct problems are still subject to corrective action if such problems are caused in whole or in part by the use of alcohol or drugs.

17.2 Drug/Alcohol Testing Policy. The Employer has a Drug/Alcohol Testing policy, including reasonable cause drug and alcohol testing. The Employer also maintains an Employee Assistance Program as a resource for employees. Nurses who may have an alcohol or drug related problem are strongly encouraged to seek assistance or referrals to rehabilitation or treatment programs through the Employee Assistance Program.

17.3 Treatment and Rehabilitation. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable a chemically impaired nurse to remain in professional nursing practice after rehabilitation. Nurses needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek treatment and rehabilitation referrals through the Employee Assistance Program or the state's Substance Abuse Monitoring Program for registered nurses, and to use their health insurance, sick leave, or medical leave, as appropriate. Employees voluntarily requesting assistance prior to experiencing job performance, attendance, or misconduct problems, will not be subject to disciplinary action for having sought treatment for alcohol or chemical dependency, and will be given a medical leave of absence by the Hospital according to the terms of this Agreement.

17.4 Substance Abuse Monitoring Program. The Employer and the Union will encourage and support voluntary participation in the state Substance Abuse Monitoring Program for registered nurses, which may include individually tailored return-to-work agreements. In the event a registered nurse is subject to a return-to-work agreement with the state Substance Abuse Monitoring Program, the Hospital and the Union will endeavor to reasonably accommodate the nurse's temporary limitations; provided, however, such reasonable accommodations shall not require other nurses to change their work schedules, require the Hospital to assume extra costs, eliminate essential job functions, or otherwise impose an undue hardship on the Hospital.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 General. A grievance is defined as an alleged breach by the Employer of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent confirmed in writing by the parties hereto. Human Resources representatives may participate at any stage of the grievance procedure.

18.2 Step 1 - Nurse and Nurse Manager. The nurse will first attempt to resolve a grievance informally with the Nurse Manager. If the matter is not resolved to the nurse's satisfaction, then the nurse shall reduce the grievance to writing and present the written grievance to the Nurse Manager within fourteen (14) days of the date the nurse was aware or reasonably should have been aware of the grievance. The Nurse Manager shall schedule a meeting within seven (7) calendar days following receipt of the written grievance between the

grievant, a bargaining unit representative (if requested by the grievant) and the Nurse Manager. The Nurse Manager shall issue a written response to the grievant within seven (7) calendar days of the meeting.

18.3 Step 2 - Administrator and Union Representative. If the matter is not resolved at Step 1, the grievance shall be referred in writing to the Administrator or designee within seven (7) calendar days from receipt of the written reply from the Nurse Manager. The parties shall meet within seven (7) calendar days from the date of the receipt of the written notice for the purpose of resolving the grievance. The Administrator or designee shall issue a written reply to the Union with a copy to the grievant within seven (7) calendar days of the meeting between the parties.

18.4 Optional Grievance Mediation. The parties shall, upon mutual agreement, have the option to utilize the grievance mediation process as set forth in Appendix C of this Agreement, should the grievance be unresolved after Step 2. Such requests for mediation shall be made within five (5) calendar days of the Step 2 decision, otherwise the Union must comply with the time limitations as set forth in Step 3 herein.

18.5 Step 3 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in Steps 1, 2 and 3 herein, the Union may, within fourteen (14) calendar days following receipt of the written reply from the Administrator or designee in Step 2, submit the issue in writing to final and binding arbitration. The Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of 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 shall schedule a hearing and render a decision as promptly as possible.

18.5.1 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Hospital. S/he shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Hospital.

18.5.2 Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to attorneys fees, shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

ARTICLE 19 – UNINTERRUPTED PATIENT CARE

19.1 Uninterrupted Patient Care. The parties to this Agreement realize that the Employer provides special and essential services to the community, and for this and other

humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its nurses and (b) neither the nurses nor their agents or any other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walk-out, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. The participation in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be cause for the nurse's immediate dismissal without prior warning.

ARTICLE 20 – GENERAL PROVISIONS

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

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

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

ARTICLE 21 – MANAGEMENT RIGHTS

21.1 Management Rights. The management of the Employer's hospital and the direction of the working force, including the right to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge and discipline for just cause; to determine and assign essential job duties; to create and maintain job descriptions; to determine reasonable work

rules and personnel policies; to maintain discipline and efficiency of its employees; to relieve employees from duty because of lack of work; to determine the nature and extent to which the Hospital shall be operated; to change methods or procedures; to use new equipment; to establish schedules; to introduce new or improved services, methods or facilities; to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry personnel, is vested exclusively in the Employer. The above statement of management rights shall not be deemed to exclude other functions not listed herein and nothing in this Agreement is intended to, or is it to be construed in any way, to interfere with the prerogative of the Hospital to manage and control its operations. In no case shall exercise of the Employer's management rights, however, be in derogation of the terms or conditions of this Agreement.

ARTICLE 22 – DURATION OF AGREEMENT

22.1 Duration. This Agreement shall become effective August 1, 2007, and shall continue in full force effect through and including July 31, 2010, and shall continue in full force and effect year to year thereafter, unless notice of desire to amend the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to July 31, 2010, and at least ninety (90) days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates indicated below.

UNITED STAFF NURSES UNION,
LOCAL 141 UFCW

ST. JOSEPH'S HOSPITAL

By _____
Its President
Date _____

By _____
Gary Peck
Its Administrator
Date _____

By _____
Its Labor Representative
Date _____

By _____
Michelle Wasco
Its Vice President, Clinical Services
Date _____

By _____
Date _____

By _____
Chris Hargis, CPA
Its Director of Finance, Rural Health
Date _____

By _____
Date _____

By _____
Cyndi Kiefer
Its Director of Nursing Extended
Care Services
Date _____

By _____
Date _____

By _____
Gloria Schanzenbach
Its Human Resource Manager
Date _____

By _____
Date _____

By _____
Date _____

**APPENDIX A
DUES DEDUCTION FORM**

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize St. Joseph's Hospital to deduct my United Staff Nurses Union Local 141, UFCW dues from my salary in twenty-four (24) equal deductions per year beginning with the next pay period. This deduction is in payment of dues to my union and is to be remitted to the United Staff Nurses Union Local 141. A copy of this authorization will be retained by St. Joseph's Hospital and will remain in force until withdrawn by me in writing.

EMPLOYEE:

Dated: _____

**APPENDIX B
WAGES**

	Beginning 1st Pay Period After 8/1/07	Beginning 1st Pay Period After 8/1/08	Beginning 1st Pay Period After 8/1/09
Base	\$22.52	\$23.19	\$23.89
After One Year	\$23.74	\$24.45	\$25.19
After Two Years	\$24.57	\$25.30	\$26.06
After Three Years	\$25.17	\$25.93	\$26.71
After Four Years	\$25.79	\$26.56	\$27.36
After Five Years	\$26.41	\$27.20	\$28.02
After Six Years	\$27.54	\$28.92	\$30.36
After Seven Years	\$28.44	\$29.86	\$31.35
After Eight Years	\$29.08	\$30.53	\$32.06
After Nine Years	\$29.98	\$31.48	\$33.05
After Ten Years	\$30.91	\$32.46	\$34.08
After Eleven Years	\$31.53	\$33.10	\$34.76
After Twelve Years	\$32.16	\$33.77	\$35.46
After Fourteen Years	\$33.10	\$34.76	\$36.50
After Sixteen Years	\$33.77	\$35.46	\$37.23
After Eighteen Years	\$34.43	\$36.15	\$37.96
After Twenty Years	\$35.12	\$37.23	\$39.46
After Twenty-two Years	\$35.84	\$37.99	\$40.27
After Twenty-four Years	\$36.55	\$38.74	\$41.06
After Twenty-six Years	\$37.28	\$39.52	\$41.89
After Twenty-eight Years	\$38.03	\$40.31	\$42.73
After Thirty Years	\$38.77	\$41.10	\$43.56

APPENDIX C
PROCEDURE FOR THE MEDIATION OF GRIEVANCES

The parties may use the following procedure for the mediation of grievances arising under Article 18 of their Agreement:

1. A grievance may be referred to mediation if the Union is not satisfied with the disposition of the grievance at Step 2 of the grievance procedure contained within the Agreement, or if no written decision has been received from the Hospital within the time limits prescribed in Step 2.

2. The Union must notify the Hospital in writing within five (5) calendar days of the conclusion of Step 3 of the Union's desire to refer the grievance to mediation. The Hospital shall respond to the Union whether or not the Hospital agrees to the mediation of the grievance no later than two (2) week days prior to the Union's contractual deadline for the submission of a grievance to arbitration, or within three (3) week days of receipt of the written notification, whichever is sooner.

3. The Hospital and the Union must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance procedure of the collective bargaining agreement which provide for the submission of a grievance to binding arbitration shall be held in abeyance until such time as written notification of appeal is provided by the Union to the Hospital in accordance with Paragraph 11 of this mediation procedure. The date on which the mediation conference terminates shall serve as the date from which the timelines and procedures contained within the Agreement for the submission of a grievance to binding arbitration shall be enforced.

4. Within seven (7) calendar days following the agreement of the Hospital and the Union to mediate the grievance, the parties shall select a mediator from FMCS. The parties shall jointly notify the mediator of her/his selection, and schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient date and location.

5. The grievant shall have the right to be present at the mediation conference.

6. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

7. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

8. The presentation of facts and considerations shall not be limited to those presented at Step 1 or 2 of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.

9. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of his/her personal records, which records are to remain confidential.

10. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as an arbitrator, nor may the mediator be placed on a panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

11. If no resolution is reached in mediation, the grievance may be appealed to arbitration in accordance with Article 18 of the collective bargaining agreement between the parties. If the Union desires to appeal the grievance to arbitration, written notice of such appeal must be made within fourteen (14) calendar days following the termination of the mediation conference.

12. The mediator shall conduct no more than three (3) mediations per day.

13. Starting time for the mediation shall be agreed to by the Union and Hospital.

14. The fees and expenses of the mediator and the mediation conference shall be shared equally by the parties.

APPENDIX D
MEMORANDUM OF UNDERSTANDING REGARDING OBSTETRICAL NURSES

St. Joseph's Hospital ("Hospital") and the United Staff Nurses Union Local 141 ("Union") agree that certain terms and conditions of employment as set forth in their Collective Bargaining Agreement ("Agreement") shall be modified for obstetrical ("OB") nurses. This Memorandum of Understanding applies to OB nurses who are performing staff nurse duties and excludes the duties of managerial, supervisory, confidential or administrative positions, per Article 1.1 of the Agreement. The Agreement is modified as follows:

1. Full- or part-time OB nurses will be scheduled by the Hospital for OB standby on a regular basis. Supplemental OB nurses will be utilized by the Hospital on an as needed basis in accordance with Section 4.6 of the Agreement. Unless the Hospital determines that staffing limitations require it, OB nurses will not normally be scheduled for OB standby at the same time they are scheduled to work a staff nurse shift. The OB standby schedule shall be prepared by the Hospital and posted in accordance with Section 7.7 of the Agreement.

2. OB nurses who are scheduled for OB standby outside of regularly scheduled staff nurse shifts shall receive an OB standby premium of \$3.50/hour. OB nurses will not continue to receive any standby premium if they are called into work to handle a delivery.

3. OB nurses do not receive a call back minimum. However, actual hours worked in handling OB deliveries shall be paid at one and one-half times the OB nurse's regular rate of pay. Other OB hours worked shall be paid at the OB nurse's regular rate of pay, unless such working time causes the OB nurse to qualify for pay at time and a half under Section 7.3 or Section 7.6 of the Agreement. OB standby hours do not count toward hours worked for purposes of computing overtime.

4. OB nurses shall be eligible to receive a shift differential and/or the weekend premium if the hours worked when handling a delivery otherwise qualify for such premiums. They may also receive certification pay, if certified, for actual hours worked.

5. Within one month of the effective date of the Memorandum of Understanding, the Hospital shall document in writing, with a copy to any current OB nurse and the Union, each current OB nurse's FTE or supplemental status. FTE status attributable to regularly scheduled OB standby shall be determined according to the number of regularly scheduled OB standby shifts per pay period as set forth in the following chart:

<u>OB FTE</u>	<u>OB Standby Shifts/Pay Period</u>
1.0	12
0.9	11
0.8	10
0.7	9
0.6	7
0.5	6
0.4	5
0.3	4
0.2	3
0.1	2

OB nurses may combine OB FTE with staff nurse FTE, provided the combined total FTE may not exceed 1.0 FTE. OB FTE positions created by the Hospital in the future shall be posted in accordance with Section 6.6 of the Agreement.

6. A full- or part-time OB nurse's combined total FTE shall determine eligibility for and the Hospital's contributions toward group insurance benefits, as well as eligibility for and accrual of sick leave and vacation benefits. A full- or part-time OB nurse's combined total FTE shall also determine eligibility for holiday benefits; actual holiday pay granted for a holiday will be pro rated based upon twenty percent (20%) of the average weekly hours worked or the OB nurse's combined total FTE, whichever is greater, up to a maximum of eight (8) hours per holiday, to be recalculated every six (6) months (January-June and July-December).

7. Full- and part-time OB nurses shall be eligible for longevity increases based upon their combined total FTE according to Section 8.1.1 of the Agreement. Supplemental OB nurses who also work as a regularly scheduled staff nurse shall be eligible for longevity increases based upon the FTE of their regularly scheduled staff nurse position. Supplemental OB nurses who do not also work as a regularly scheduled staff nurse shall be eligible for longevity increases based upon the criteria applicable to all other supplemental nurses contained in Section 8.1.1 of the Agreement; provided that paid hours for purposes of computing a supplemental OB nurse's longevity increases shall not include OB standby hours, or any other standby hours.

8. An OB nurse's eligibility for pension and/or tax deferred annuity ("TDA") benefits shall be based upon the eligibility criteria set forth in the plan documents. The Hospital's pension and TDA contribution on behalf of eligible OB nurses shall also be determined by the plan documents.

9. If during the parties' 2007-2010 Agreement, the Hospital's OB volumes increase to the point that the Hospital determines it needs to regularly schedule OB nurses (instead of OB standby), this Memorandum of Understanding shall end. The Hospital will give the Union at least thirty days notice of the change, and if requested, will discuss with the Union the integration of the OB nurses into the Hospital's regular scheduling practices and other terms of the parties 2007-2010 Agreement.

ST. JOSEPH HOSPITAL

UNITED STAFF NURSES UNION
LOCAL 141, UFCW

By _____
Its Administrator

By _____
Its President