

WILLAPA HARBOR HOSPITAL

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

2009 - December 31, 2011

ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 – MEMBERSHIP/DUES DEDUCTION.....	1
ARTICLE 3 – UNION REPRESENTATION.....	1
ARTICLE 4 – MANAGEMENT RESPONSIBILITIES.....	2
ARTICLE 5 – RN RESPONSIBILITIES.....	3
ARTICLE 6 – DEFINITIONS.....	3
ARTICLE 7 – HOURS OF WORK AND OVERTIME.....	4
ARTICLE 8 – RATES OF PAY.....	8
ARTICLE 9 – PREMIUM PAY.....	10
ARTICLE 10 – VACATIONS	12
ARTICLE 11 – HOLIDAYS.....	13
ARTICLE 12 – SICK LEAVE	14
ARTICLE 13 – LEAVES OF ABSENCE	15
ARTICLE 14 – INSURANCE	17
ARTICLE 15 – SENIORITY	18
ARTICLE 16 – EMPLOYMENT STATUS	20
ARTICLE 17 – RETIREMENT PLAN	22
ARTICLE 18 – UNION MANAGEMENT COMMITTEE.....	22
ARTICLE 19 – JOINT NURSES PRACTICE COMMITTEE	23
ARTICLE 20 – GRIEVANCE PROCEDURE.....	23
ARTICLE 21 –NO STRIKE CLAUSE	24
ARTICLE 22 – SEVERABILITY.....	25
ARTICLE 23 – COMPLETE AGREEMENT.....	25
ARTICLE 24 – DURATION.....	25
SIGNATURES.....	25
MEMORANDUM OF UNDERSTANDING ONE - Medical Premium Costs	26

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

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole representative for all registered nurses and resident general duty nurses employed by the Employer, excluding supervisors, confidential employees and all other employees, for the purpose of discussions and agreements with respect to rates of pay, hours of work, and conditions of employment, and other pertinent matters as specified in this Agreement.

ARTICLE 2 – MEMBERSHIP/DUES DEDUCTION

2.1 Membership. All nurses who on the execution of this Agreement are members of the Union shall, as a condition of employment, remain members of the Union in good standing. All new employees shall become and remain members of the Union in good standing within thirty-one days of the date of employment.

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

2.3 Rosters. At the beginning of each month, the Employer shall send to the Union and the Union Shop Steward an employee roster of all employees covered by this Agreement. The list shall include the name, address, telephone number, social security number, date of hire, shift, and regular hours for each employee. New hires and termination shall also be noted on the list.

ARTICLE 3 – UNION REPRESENTATION

3.1 Union Access. The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding direct patient care areas, for the purpose of investigating grievances and contract compliance at reasonable times, after notifying the Employer. Access for other

purposes shall not be unreasonably denied by the Employer. The Union's representatives shall advise the Employer as to which department or area the staff representative wishes to visit, and will confine such visits to the department and area agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

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

3.3 Bulletin Board. The Union shall be permitted to post Union announcements and notifications of professional activities signed by a designated bargaining unit chairperson/designee in the space provided by the Employer on the employee bulletin board.

3.4 Contract and Job Descriptions. The Employer will give each newly hired nurse a copy of the nurse's job description. The Union shop steward will give each newly hired nurse a copy of this Agreement, a membership application and a payroll deduction form within one (1) week of employment. The Union shop steward shall be responsible for informing the nurse of their right to join or refuse to join the Union and the ten (10) day notification deadline.

ARTICLE 4 – MANAGEMENT RESPONSIBILITIES

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

administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 5 – RN RESPONSIBILITIES

5.1 Hospital Mission. The registered nurses employed by Willapa Harbor Hospital agree to support the Hospital Mission Statement. They shall recognize and commit themselves to the stewardship responsibilities for fiscal accountability.

5.2 Nurse Practice Act. The registered nurses will abide by the Washington State Nurse Practice Act (18.88 RCW Registered Nurses).

ARTICLE 6 – DEFINITIONS

6.1 Resident Nurse. A registered nurse whose clinical experience in an acute care facility after graduation is less than six (6) months or a registered nurse who is returning to practice with no current clinical training or experience. The resident nurse shall be assigned under the close supervision of a more experienced nurse who shall function as a preceptor. The resident nurse will work the same schedule as the preceptor. Residency shall be no less than three (3) continuous months and for not more than six (6) continuous months based on a satisfactory evaluation by the Director of Nursing using evaluation criteria. The residency period may be extended if deemed necessary by the evaluation.

6.1.1 A resident nurse who is expected to function continuously without close and direct supervision, and who is performing the same level of responsibilities as a general duty staff nurse, shall be compensated as a general duty staff nurse.

6.2 General Duty Staff Nurse.

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

6.2.2 An experienced nurse, returning to practice, who has recently completed a nursing refresher course approved by the Hospital, shall be classified as a general duty staff nurse for starting salary purposes.

6.3 RN Coordinator. A separate job classification filled by a registered nurse with job responsibilities designated by the Hospital.

6.4 Charge Nurse. A registered nurse who is assigned charge nurse status by the Hospital for an organized unit on an as needed shift basis. The charge nurse will follow the position description of charge nurse as defined by Nursing Administration.

6.5 Full-Time Nurse. A nurse who works on a regularly scheduled basis at least forty

(40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

6.5.1 12-Hour Shift Full-Time Employee. A registered nurse regularly scheduled seventy-two (72) hours within a fourteen (14) day period. Such employee shall accrue full-time benefits in the same amount as a forty (40) hour per week employee.

6.6 Part-Time Nurse. A nurse who works less than forty (40) hours and a minimum of twenty-four (24) hours per week or forty-eight (48) hours per fourteen (14) day period, and who has satisfactorily completed the required probationary period. Unless otherwise provided for herein, a part-time nurse shall share benefits on a pro rata basis as specifically set forth in this Agreement in proportion to hours worked. In order to participate in the medical and dental insurance programs, such part-time nurse must be regularly scheduled to work twenty-four (24) hours per week or more. In lieu of all benefits except for shift differential, standby pay, callback pay, and salary increments, a part-time nurse may elect a fourteen percent (14%) salary differential over and above her; his current hourly rate of pay. This election must occur within the first ten (10) days of employment, change in job status or within ten (10) days of employment or such change in option may be applied once annually. Part-time nurses will be expected to share in the rotation of weekend work.

6.7 Per Diem Nurse. A registered nurse who works as needed on a non-regularly scheduled basis. A per diem nurse shall receive a fourteen percent (14%) in lieu of benefits pay. A per diem nurse shall also receive differential when assigned to evening or night shift.

6.8 Position Descriptions. The Hospital will furnish descriptions of positions contained in Section 6.2 and Section 6.3 of Article 6 - Definitions upon request. The resident nurse shall be covered by the staff nurse job description.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Week. The basic work period shall consist of forty (40) hours in a regularly recurring seven (7) day period or eighty (80) hours in a regularly recurring fourteen (14) day period, as mutually agreed between the Hospital and nurse in accordance with the Fair Labor Standards Act. The work days and work periods as specified in this Article will not constitute guaranteed hours of work.

7.2 Work Day. The basic work day will be eight (8) consecutive hours and a one-half (½) hour lunch period on the nurse's own time.

7.2.1 The basic work day shall include a thirty (30) minute meal period on the nurse's own time. If not relieved of duties and unable to leave the unit, the meal period shall be paid to the nurse by the Hospital in accordance with Section 7.3.

7.2.2 Where mutually agreeable to the Hospital and the individual nurse, a standard work day may consist of ten (10) hours within ten and one-half (10½) consecutive hours where the work pattern is based upon four (4) ten (10) hour days equaling a standard work week; or of twelve (12) hours within a twelve and one-half (12½) hour consecutive work period where the work pattern is based on six (6) twelve (12) hour days in a two (2) week period. Where such work day is adopted, overtime concepts and other contract language relating to eight (8) hour days shall be converted to a ten (10) hour or twelve (12) hour concept. The individual nurse may return to an eight (8) hour work day following (2) weeks' notice.

7.2.3 Twelve (12) Hour Shifts.

Work Period. The basic full-time work period for twelve (12) hour nurses shall consist of thirty-six (36) hours worked in a one (1) week period, or seventy-two (72) hours worked in a two (2) week period.

Work Day. The basic work day for the twelve (12) hour nurse will be twelve and one-half (12½) consecutive hours; within those hours there will be three (3) fifteen (15) minute breaks and a one-half (½) hour lunch period, away from the floor on the nurse's own time. If not relieved of duties and unable to leave the floor, the meal period shall be paid to the nurse by the Hospital in accordance with Section 7.3. The thirty (30) minute meal period should fall before 1330 for the day shift and before 0300 for night shift. It is understood that it is the responsibility of the charge nurse to schedule breaks and lunch periods.

7.3 **Overtime.** All work in excess of the basic work day or work week, when properly authorized, shall be compensated for at the rate of time and one-half (1½) the nurse's hourly rate of pay.

7.3.1 Overtime shall be considered in effect: (1) if fifteen (15) minutes or more are worked after the end of the scheduled shift, or (b) in the absence of rest periods, as described in Section 7.5.

The first three (3) hours of overtime shall be paid at time and one-half (1½) the nurse's regular rate of pay and all additional hours shall be paid at the rate of double (2x) the nurse's regular rate of pay.

7.3.2 Work on an Unscheduled Day.

(a) **Full-Time and Part-Time Nurses.** Full-time and part-time nurses shall be compensated at double (2x) their regular rate of pay for all unscheduled shifts unless the nurse has requested a day off or cut day in the two (2) week period. Unscheduled shifts will count towards accrued benefits to the maximum allowed.

(b) Per Diem Nurse. A per diem nurse called in on an unscheduled day shall receive time and one-half (1½) their regular rate of pay for the first two (2) hours spent after being called in. Straight time shall be paid for any additional hours. Travel time to and from the Hospital shall not be considered time worked. Call in order for unscheduled shifts shall be as follows by seniority:

1. Nurses with most mandatory low census cuts in current two (2) week period.
2. Nurses with low census in current two (2) week period.
3. Per Diem nurses.
4. Full and Part Time Nurses by seniority.
5. Nurses who have not received low census cuts in the current two (2) week period.

7.3.3 Agency Shifts - Prescheduled and Unscheduled.

Eligibility: Only full-time and part-time nurses are eligible for agency shifts.

In the process of making out the monthly schedule, if there are shifts that need to be covered, due to vacations, holidays, or illness, a list will be posted by Nursing Administration for the need of additional coverage. This will be considered an agency shift.

Qualifying Shift: In-house agency staff must work their regularly scheduled hours in the pay period. Low census and use of sick.

leave or an approved leave shall not affect a nurse's eligibility for agency pay.

In-house agency shift applies only to direct patient care hours.

In-house agency shift will consist of not less than six (6) hour work periods.

Once an in-house agency shift is scheduled, the nurse scheduling the in-house agency shift is obligated to work both that shift and his/her regularly scheduled shift(s).

Compensation: Regular full-time and part-time employees that work an agency shift beyond their hired status will receive compensation at double time (2x) their regular rate of pay.

Agency hours will not count as hours worked for purposes of calculating weekly overtime pay.

Compensation for an agency shift will be included in the nurse's regular paycheck and will be subject to normal withholding and taxes.

A nurse who works an agency shift will not qualify for agency pay if that nurse has a "requested day off" or a "request cut" in that two (2) week pay period. Once management declares the need for a low census cut, the nurse who volunteers for a cut will not lose their eligibility for agency pay.

7.4 Overtime Discouraged. The representatives of both the Hospital and the nurses concur that overtime should be discouraged.

7.4.1 The Employer confirms their obligations under RCW 4928.140, that requires overtime work should be limited with reasonable safeguards in order to ensure the public receives safe, quality care.

7.5 Rest Periods. A minimum of fifteen (15) minutes in each four (4) hour period shall comprise the rest period for nurses.

7.6 Weekends. The Hospital will schedule all full-time and part-time employees two (2) weekends off out of each four (4) consecutive weekends. If staffing allows, efforts will be made to schedule every other weekend off. In the event a full-time or part-time employee is required to work on three (3) consecutive weekends, all time worked on the third and consecutive weekend shall be paid for at the rate of double (2x) the nurse's hourly rate of pay. This section shall not apply to part-time employees or to full-time employees who voluntarily agree to more frequent weekend duty, or agree to additional weekend work as a result of their requesting time off (request days).

7.7 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with an unbroken rest period of twelve (12) hours between shifts unless the nurse voluntarily agrees to work with less than twelve (12) hours off duty between shifts, all time worked within the twelve (12) hour period shall be paid at time and one-half (1½) the nurse's regular rate of pay continuing until completion of such twelve (12) hour rest period unless performing standby duty. Nurses working twelve (12) hour shifts will receive at least ten (10) hours off between shifts.

Night shift nurses will have two (2) scheduled days off between blocks of shifts. If the nurse does not receive two (2) scheduled days off between blocks of shifts, the nurse will be paid for a sleep day unless less than two (2) days off between blocks of shifts occurs because of a request day off by the nurse or unless the nurse voluntarily agrees to work with less than two (2) days off between shifts.

7.8 Work Schedules. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation; this means that you may not get the days off you have requested. Work schedules will be posted at least two (2) weeks prior to the

beginning of the next schedule. Once the schedule is posted, except for emergency situations involving patient care (i.e. [a] any unforeseen declared national, state, or municipal emergency; [b] when the hospital disaster plan is activated; or [c] any unforeseen disaster or other catastrophic event which substantially affects or increases the need for healthcare services) or low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent.

If, after the schedule is posted and the nurse needs to request the "assigned day" off for personal or non-medical reasons, the nurse must obtain his/her replacement, which could be done by exchange of days, however which will not result in the payment of overtime or rest between shift pay.

ARTICLE 8 – RATES OF PAY

8.1 Method of Payment. Nurses and RN Coordinators shall be paid in accordance with the following wage schedule.

	1/1/2009 RN	1/1/2009 RN Coordinator
BASE	24.50	27.25
Step 1	25.60	28.35
Step 2	26.60	29.35
Step 3	27.60	30.35
Step 4	28.60	31.35
Step 5	29.60	32.35
Step 6	30.70	33.45
Step 7	31.70	34.45
Step 8	32.80	35.55
Step 9	33.80	36.55
Step 10	35.10	37.84
Step 11	35.55	38.30
Step 12	36.03	38.78
Step 13	36.53	39.28
Step 14	37.03	39.78
Step 15	37.34	40.09
Step 16	37.83	40.58
Step 17	38.32	41.07
Step 18	38.80	41.55
Step 19	39.28	42.03
Step 20	39.76	42.51
Step 21	40.26	43.01
Step 22	40.77	43.52
Step 23	41.28	44.03
Step 24	41.78	44.53
Step 25	42.28	45.03

Percentage Increase to all steps effective

1/1/2010	4.00%
1/1/2011	4.00%

8.2 Compensation Increase. All increments shall become effective the beginning of the pay period following the pay period after the full-time nurse has completed one (1) year of employment and after the part-time nurse has completed the equivalent of full-time hours. The full-time equivalent shall be based on the type of shift the nurse is working. Eight (8) or ten (10) hour shifts require 2080 hours; twelve (12) hour shifts require 1872 hours.

Longevity step increases will be adjusted for any unpaid absence exceeding one hundred eighty (180) days in duration.

Advancement from one longevity step to the next shall be based upon time worked at

that longevity step rather than time employed by the Hospital, except when new steps are added to the wage scale.

8.3 Longevity Increase. In calculating the equivalent of full-time hours, regular hours, overtime hours, paid vacation, paid holidays, paid sick leave, and five percent (5%) of call time shall be included.

8.4 Recognition for Experience. Full-time and part-time nurses hired during the term of this Agreement shall be compensated in accordance with the following plan. For purposes of this section, continuous recent and relevant experience shall be defined as clinical nursing experience in an accredited acute care facility without a break in nursing experience. For purposes of this section, continuous recent relevant experience shall be determined by the Employer.

- a. Nurses with two (2) or more years of continuous recent and relevant experience in nursing shall be employed at not less than the first year step.
- b. Nurses with four (4) or more years of continuous recent and relevant experience in nursing shall be employed at not less than the second year step.
- c. Nurses with six (6) or more years of continuous recent and relevant experience in nursing shall be employed at not less than the third year step.
- d. Nurses with eight (8) or more years of continuous recent and relevant experience in nursing shall be employed at not less than the fourth year step.

8.4.1 If a new nurse is hired above the minimum longevity step set forth in Section 8.4, any current nurse with the same or greater years of experience (as defined above) who is paid at a lower pay step will be brought up to the new nurse's pay step (longevity step).

8.5 Notification of Salary Adjustments. Nurses shall be notified in writing of salary adjustments.

ARTICLE 9 – PREMIUM PAY

9.1 Shift Differential.. Nurses working the twelve (12) hour day shift will receive the following evening shift differential for hours worked from 2:30 p.m. to 6:30 pm: one dollar and seventy-five cents effective January 1, 2009; two dollars effective January 1, 2011 per hour differential from 2:30 p.m. to 6:30 p.m. Nurses working the twelve (12) hour night shift shall receive the following night shift differential from 6:30 p.m. to 6:30 a.m: three dollars and seventy-five cents effective January 1, 2009; four dollars effective January 1, 2011 per hour.

9.2 Charge Nurse. A Charge Nurse shall be paid a premium of two dollars and twenty-five cents (\$2.25) for hours assigned as a Charge Nurse.

9.3 Standby Call - OR. Nurses placed on standby off Hospital premises shall be compensated at the rate of four dollars (\$4.00) per hour for such time on standby. Any time actually worked in callback time shall be compensated at the rate of double (2x) the regular rate of pay for the nurse concerned for a minimum of (2) hours and shall be paid in addition to the regular rate of pay for a standby call. Nurses on standby will be provided pagers and/or radios. Travel time to and from the Hospital shall not be considered work time.

Acute Care Nurses Low Census Standby. Nurses who volunteer for standby due to being low censused on their scheduled day to work shall be compensated at the rate of three dollars and seventy-five cents (\$3.75) per hour for that standby shift. If the nurse is called to work, the nurse shall be paid at the rate of one and one-half (1½) times the regular rate of pay, with a minimum guarantee of six (6) hours of work. Call pay will be discontinued when the nurse reports for duty.

9.4 Temporary Assignment to a Higher Salaried Position. A nurse temporarily assigned to a higher salaried position by the Director of Nursing Services or Assistant Director of Nursing Services shall be compensated for hours worked at the higher rate of pay applicable to the higher salaried position.

9.5 Report Pay. Nurses who report for work as scheduled and who are sent home because of low census, etc., shall be given six (6) hours' pay. This provision shall also apply if the nurse is not notified at least two (2) hours before the beginning of their shift not to report to work. The notification provisions of this section shall be satisfied by actual notice, by message left on the nurse's answering machine, or where the Hospital has made repeated attempts to reach the nurse at home. The nurse may be assigned special projects to do for the six (6) hours. By mutual agreement a nurse may agree to leave prior to the end of the six (6) hour period and shall be paid for only the actual hours worked.

9.6 Critical Care Pay. Nurses who are responsible for a critical patient as defines below, and as approved by the Director of Nursing Service, shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour over the basic hourly rate of the nurse concerned:

- a. Critical OB
- b. Critical ER patient until transferred
- c. Major trauma
- d. Critically ill pediatric
- e. Physician ordered one on one direct care on the med/surg floor

9.7 Weekend Premium. Nurses working weekends shall receive three dollars (\$3.00) per hour over the nurse's regular rate. Effective January 1, 2007, the weekend premium

shall be increased to three dollars and twenty-five cents (\$3.25) per hour.

9.8 Preceptor. A nurse who is assigned preceptor duties shall be paid a premium of one dollar and fifty cents (\$1.50) per hour over the nurse's regular rate. A preceptor is an experienced nurse proficient in clinical teaching who is specifically assigned by the Employer the responsibility for planning, organizing, and evaluating the new skill development of a nurse enrolled in a defined program, the parameters of which have been set forth in writing. The preceptor is responsible for the specific, criteria-based, goal-directed education and training of a nurse assigned a preceptor for a specific training period. Nursing management will determine the need for preceptor assignments. The Employer will provide preceptor training. It is understood that staff nurses in the ordinary course of their general professional nursing responsibilities will be expected to participate in the orientation process of new nurses. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new nurses.

9.9 Diabetic Educator Premium A Nurse assigned to Diabetic Educator duties shall be paid a premium of one dollar and twenty-five cents per hour over the nurse's regular rate of pay for hours worked as a Diabetic Educator.

9.10 Uniform Allowance. A one hundred fifty dollar (\$150) a year uniform allowance increased to two hundred dollars a year January 1, 2010, will be allowed for those nurses required to wear them. To be eligible for reimbursement, nurses must meet all of the following conditions: (1) nurses must provide an original receipt; (2) the original receipt must contain the date, the total amount expended, the items purchased, and the nurse's name; and (3) nurses must seek reimbursement in the same calendar year in which they purchased the uniform item(s); however, if a purchase is made during the month of December, nurses must seek reimbursement no later than March 1 of the following calendar year. This is a one time reimbursement per year.

ARTICLE 10 – VACATIONS

10.1 Vacation Benefits. Upon completion of the probationary period, vacation with pay shall be granted for each year of continuous service at Willapa Harbor Hospital according to the following schedule:

<u>Upon Completion of:</u>	<u>Paid Hours</u>
1 - 3 years	80 hours
4 - 7 years	120 hours
8 - 10 years	128 hours
11 - 12 years	160 hours
13 - 20 years	200 hours

10.2 Vacation Pay. Vacation pay shall be paid at the regular rate of pay including shift differential.

10.3 Vacation Pay on Termination. After completion of one (1) year's employment, a

nurse in good standing who leaves the employ of the Employer shall be entitled to payment of any vacation benefits which may have been accrued and not taken. Good standing is defined as appropriate notice and not discharged for cause.

10.4 Part-Time Accrual. Part-time nurses accruing vacation benefits shall be entitled to take such vacation on an annual basis, to the extent accrued.

10.5 Scheduling. Vacations shall be scheduled by the Employer in such a way as will least interfere with the function and work load of a particular department. Senior shall prevail on vacation selections when necessary.

ARTICLE 11 – HOLIDAYS

11.1 Recognized Holidays. The following ten (10) days off will be granted at eight (8) hours of regular pay including differential.

New Year's Day	Labor Day
President's Day	Thanksgiving Day
M. L. King Day	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	Personal Holiday

Nurses may bank their holiday time for use at a later date mutually agreeable to the nurse and the Employer. Banked holiday time may be used on an hourly basis.

11.2 Work on a Holiday. Full-time nurses required to work on a holiday shall be paid time and one-half (1½) their regular rate plus an additional day off at the nurse's regular rate of pay, within a thirty (30) day period or when mutually agreed upon. Overtime worked on a holiday shall be paid at time and one-half (1½) the nurse's regular rate.

11.3 Personal Holiday. The personal holiday, personal birthday holiday and M. L. King Day will be granted at regular pay including differential. If a nurse prefers to take either the birthday or M. L. King Day on a day other than the actual date, it can be taken when mutually agreed upon. Time off for these two (2) specified holidays and the floating holiday shall be requested thirty (30) days in advance.

11.4 Rotation of Holiday Work. It is agreed that holiday work shall be rotated by the Hospital.

11.5 Holiday on Day Off. If the holiday falls on a nurse's day off, the nurse is to receive a compensatory day off with pay within thirty (30) days or when mutually agreed upon. If a holiday falls during the nurse's vacation, an extra day is added to the vacation.

11.6 Night Shift. Night nurses are to receive holiday pay for the shift where the bulk of the hours worked are on the holiday date. Twelve (12) hour night shift nurses shall receive holiday pay starting at 6:30 p.m. the night before the holiday continuing to 6:30 a.m. the morning of the holiday.

ARTICLE 12 – SICK LEAVE

12.1 Accrual. Regularly scheduled nurses shall accrue sick leave at the rate of .04616 per hour compensated to a maximum of ninety-six (96) hours per year. Sick leave shall accrue at the rate of .0513 per hour for nurses regularly scheduled to work twelve (12) hour shifts. Sick leave benefits shall accumulate from date of hire to a maximum of seven hundred twenty (720) hours. Sick leave shall accrue but will not be payable until after completion of the probationary period. The Employer may request certification from a physician to certify such illness. Abuse of sick leave is grounds for disciplinary action up to and including termination.

12.1.1 Option 1. Nurses upon accumulation of seven hundred twenty (720) hours of accrued unused sick leave may apply fifty percent (50%) of the yearly accumulation in excess of seven hundred twenty (720) hours of unused sick leave to vacation.

12.1.2 Option 2. A nurse who has completed one (1) year of employment and who maintains eight (8) days of accrued unused sick leave during the calendar year January 1 to December 31 and each calendar year thereafter may convert fifty percent (50%) of the unused accrued sick leave over eight (8) days in the year to vacation time up to a maximum of two (2) days. Sick leave over and above the four (4) converted to two (2) days' vacation will be applied to Option 1. In lieu of Option 1, employees may opt for Option 2 in any calendar year.

12.2 Cash Out at Retirement. Upon retirement at age sixty-five (65), nurses will be paid ten percent (10%) of accumulated unused sick leave.

12.3 Part-Time Accrual. Part-time nurses shall accrue sick leave in a pro rata portion based on hours compensated exclusive of overtime premium pay.

12.4 Physician Certification. A certificate from a qualified physician may be required by the Employer, which must certify and attest to the employee's ability to perform regularly assigned and customary work because of illness or injury.

12.5 Coordination of Benefits. Nurses who are disabled and receiving Worker's Compensation Temporary Disability benefits for an illness or injury arising in the course of employment shall receive supplemental sick leave pay in the amount not to exceed the employee's regular temporary disability not to exceed a maximum of ninety (90) days of unused accrued sick leave.

12.6 Notification. Nurses working the first (day) shift shall notify the Employer at least one and one-half (1½) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least one and one-half (1½) hours in advance of the nurse's scheduled shift if the nurse is unable to work as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior

arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

12.7 Usage/Pay. Nurses with accumulated sick leave may take paid sick leave to care for immediate ill family members. Immediate family shall be defined as spouse (or equivalent), children or parents. A physician's certification of illness may be required for more than two (2) consecutive days of sick leave use. Sick leave benefits shall be paid at the employee's regular rate of pay, including the differential for regular hours worked. Sick leave may be used for the following purposes: (a) for illness, injury or disability of the employees; (b) for disabilities due to pregnancy and childbirth; (c) illness or injury of dependent children in accordance with Washington State law; (d) additional unused sick leave may be taken annually for illness or injury of the employee's spouse or parent that requires the employee to remain at home. The Employer reserves the right to require reasonable proof of illness. Abuse of sick leave shall be grounds for disciplinary action.

12.8 Sick Leave Contribution. Nurses with accumulated sick leave may contribute one (1) day per year to other employees at their discretion. Payment of sick leave would be at whatever wage rate is lower between the two (2) employees concerned.

ARTICLE 13 – LEAVE OF ABSENCE

13.1 General Provisions. All leaves are to be requested from the Hospital 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 Hospital.

13.2 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect his/her compensation or status with the Hospital.

13.3 Leave Without Pay.

13.3.1 Leave without pay for a period of thirty (30) days or less within an anniversary year shall not alter a nurse's anniversary date of employment or the amount of vacation pay sick leave credits which would otherwise be earned by the nurse.

13.3.2 Leave without pay for a period in excess of thirty (30) days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Hospital.

13.4 Educational Leave.

13.4.1 Unpaid Leave. After one (1) year of continuous employment, educational leave will be granted of up to one (1) year to employees wishing to better themselves, without loss of accrued benefits. Leave is without pay. Benefit accrual stops at the time of departure of the employee on education leave and restarts at the time the employee returns to work. The employee starts at the pay

scale for new job category (if applicable) but retains accrued benefit level.

13.4.2 Paid Leave. Upon completion of one (1) year of employment, paid educational leave up to thirty-six (36) hours with pay per calendar year shall be granted to full-time nurses; provided, however, such leave is subject to scheduling requirements of the Hospital and approved by Nursing Administration of the subject matter to be studied. Educational meetings shall be defined as those conducted for the purpose of developing skills and qualifications of nurses, enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for the purpose of labor relations or collective bargaining activities. ACLS training shall not be part of the nurse's thirty-six (36) educational hours. Paid educational leave shall be prorated for part-time employees. It is understood that on a case by case basis, additional time may be granted by mutual agreement. Educational leave must be used in the year in which it is accrued or it will be lost. The Employer agrees to allow nurses to cash in up to eighteen (18) hours of paid educational leave per year for the purchase of Hospital approved home study programs and/or educational materials provided that the Employer is provided with receipts for actual costs of home study materials.

13.4.3 Leave for Part-time Nurses. Part-time nurses shall be granted a pro rata portion in accordance with hours worked.

13.4.4 Tuition Reimbursement. Subject to the above conditions (13.4.2), eligible full and part-time RNs will, upon request, be allowed three hundred (\$300) per calendar year for tuition reimbursement. Nursing administration may exceed this amount when it is determined to be appropriate by the Hospital. These monies may be used to pay tuition, mileage, meals and lodging. ACLS, CPR and Trauma Training will not be considered for purposes of this section.

13.5 Maternity Leave. Upon completion of the probationary period, leave without pay shall be granted upon request of the nurse for a period up to nine (9) months for maternity purposes, without loss of benefits. After one (1) year of continuous employment, the Employer will continue to provide medical insurance up to ninety (90) days after the date of commencement of leave to nurses already on the medical insurance plan.

13.6 Military Leave. Leave required in order for an employee to maintain status in the military shall be granted in accordance with current federal and state law.

13.7 Health Reasons. Upon completion of the probationary period, leave of absence may be granted without pay for health reasons upon the recommendation of a physician for a period of six (6) months, without loss of accrued benefits.

13.8 Bereavement Leave. Emergency leave of up to four (4) days with pay shall be granted for death in the immediate family. Immediate family shall be defined as spouse (or equivalent), brother, sister, child, stepchild, parent, grandchild, grandparent, mother-

in-law, or father-in-law of the employee, or spouse and any relative living in the employee's household. An additional two (2) days shall be granted for a death in the immediate family when extended travel is needed. Extended travel shall be defined as greater than three hundred (300) miles.

13.9 Jury Duty or Witness for Employer. In the event a registered nurse is called for jury duty, after completion of the probationary period, the Hospital shall supplement jury duty compensation to equal the nurse's regular rate of pay. In

the event a registered nurse is called to be a witness on behalf of the Employer in any judicial proceedings, the Hospital shall reimburse the registered nurse for the time actually spent in court on behalf of the Employer. Night shift nurses called to be witnesses shall be paid for any shift missed at the request of the Hospital or its attorney if the missed shift cannot be made up on a day mutually agreed to between the nurse and the Hospital.

13.10 Nursing Mothers. Nursing mothers will be allowed sufficient uninterrupted time to nurse or care for their infants. However, it is understood that the infant will not be allowed to stay at the Hospital during the mother's shift but will be brought to the Hospital as needed.

ARTICLE 14 – INSURANCE

14.1 Health Tests. The Hospital shall arrange to give tuberculin skin tests and other tests as required by state law at no cost to the nurse. All nurses shall also be permitted routine CBCs, chest X rays, urinalysis, CHEM 20 and EKG only during normal working hours of the laboratory. The cost of interpretation of such EKG shall be borne by the nurse. These routine tests may be done on an annual basis at a time set up by the Employer.

14.2 Workers' Compensation. Employees shall be covered by a plan of industrial insurance, either the State Workers' Compensation or a substantially equivalent plan.

14.3 Medical Plan. Upon completion of the probationary period, the Employer shall provide a medical/surgical insurance plans for full-time nurses and part-time nurses regularly scheduled to work twenty-four (24) hours per week or more and who elect benefits in lieu of pay. Nurses will pay the monthly premium for their eligible dependents.

The Employer will pay the full employee premium on the Hospital's Plan of Choice. If the employee chooses the alternative plan, then the employee and Employer will share the difference in premiums between the two plans; however, an employee shall not be required to pay more than seventy-five dollars (\$75) per month toward the employee's portion of the premiums. The benefits will be the most comparable plan available. Nurses will pay the monthly premium for the eligible dependents.

Medical, surgical and hospital insurance will be provided on the next billing date subsequent to the completion of each employee's probationary period in one of the plans provided by the Employer for all full-time employees and regularly scheduled part-time employees who do not elect pay in lieu of benefits and who work one hundred four (104) hours per month or more.

14.4 Dental Plan. The Employer shall provide a dental plan for full-time and part-time eligible employees who work twenty-four (24) hours per week. Nurses shall pay the monthly premium for their eligible dependents. If the Hospital changes plans, the Employer will attempt to provide plan benefits that are comparable to the prior plan.

14.5 Vision Plan. The Employer shall provide a vision service plan for full-time and part-time eligible employees who work twenty-four (24) hours or more per week. Nurses shall pay the monthly premiums for their eligible dependents. If the Hospital changes plans, the Employer will attempt to provide plan benefits that are comparable to the prior plan.

14.6 Dependent Coverage. The Employer will pay one hundred fifty dollars (\$150) per month for full-time employees to the Hospital's plan of choice and one hundred dollars (\$100) for regularly scheduled part-time employees who do not elect pay in lieu of benefits and who work twenty-four (24) hours per week or more, for the employees spouse or family portion of the plan. If the employee chooses the alternative plan, then the contribution for dependent coverage will be fifty dollars (\$50) for full-time and part-time employees per month.

14.7 Change of Carriers/Benefits. The Employer will notify the Union of its intent to change carriers or the benefit plan design including medical, dental and vision as early as possible. The Employer and the Union will jointly review the proposed changes. The Employer will select the most comparable plan available.

ARTICLE 15 – SENIORITY

15.1 Seniority List. After ninety (90) days of continuous and satisfactory employment, the nurse shall be considered a regular employee. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire within the bargaining unit. Members of the bargaining unit who accept positions of management status shall retain all seniority earned while in the bargaining unit. If a nurse returns to the bargaining unit after being in a management position, they shall return with the seniority they left the bargaining unit with except as pertains to sick leave and vacation levels. Part-time employees shall accrue seniority based on hours worked. Full-time employees who go to part-time status shall retain all seniority earned and shall continue to accrue seniority based on hours worked.

15.2 Seniority Broken. Seniority shall be broken by the following:

- a. Resignation

- b. Discharge
- c. Retirement
- d. Layoff of more than twelve (12) months
- e. Failure to return in accordance with a leave of absence or recall from reduction in work force
- f. Illness or injury of more than twelve (1) months' duration

15.3 Layoffs. When it becomes necessary for the Hospital to permanently reduce its work force, the Hospital shall give written notice of layoff thirty (30) days before such action is to become effective. In cases of urgent circumstances no less than five (5) days written notice of layoff.

15.3.1 Notice of layoff need not be given to nurses who are employed in a probationary status, are temporary or on-call. Layoffs in connection with reduction of the work force shall be governed by length of service with skill and ability in a specific area. Where skill and ability are equal, length of service shall prevail.

15.3.2 The following order of layoff shall be followed by the Hospital:

- a. On-call nurse
- b. Probationary nurse
- c. Regularly scheduled nurses by length of service, least senior first

15.4 Reinstatement Roster. Upon reduction in force, nurses will be placed on a reinstatement roster for a period of twelve (12) months from the date of the commencement of the reduction in force. Such nurses shall not accrue seniority while on reduction-in-force status but shall retain seniority and accrued benefits to the date of the commencement of the reduction in force.

15.5 Seniority Roster. A seniority roster based on the seniority lists described above shall be posted annually.

15.6 Recall. When a vacancy is to be filled, the order of reinstatement shall be the reverse order of the reduction in force, provided skill, competency, and ability are considered equal as determined by the Director of Nursing Services. Upon such reinstatement, the nurse shall commence to accrue seniority and shall have previously accrued unused benefits and seniority restored. This section shall not apply to nurses on call or on probationary status. It is the nurse's responsibility to keep the Employer informed as to current address and telephone number. Any recall of employees out of seniority will be communicated to the chairperson.

15.7 Job Posting. Notices of vacant full-time or part-time nurse positions shall be posted period of two (2) weeks unless nurses are notified by telephone or by mail. To be considered for the position, the nurse must indicate such interest to the Director of Nursing Services in writing. Consideration will be given to present qualified employees

based on seniority when skills, abilities, and qualifications are equal. A temporary employee may be used up to thirty (30) days to fill the position. Time may be extended by mutual agreement. If a per diem nurse fills a full-time position for thirty (30) consecutive days, the Union Management Committee (as provided in Article 18) shall meet to review the position and advise nursing administration concerning their recommendations.

15.8 Low Census. If low census occurs, the Employer will seek volunteers for cuts from the nurses. If enough volunteers cannot be found, low census cuts will be made in the following order:

- a. Outside agency
- b. Per diem
- c. Rotation once in a four (4) week period by seniority provided skill, competency and ability are considered equal in the opinion of the Director of Nursing Services

Should low census require a reduction in hours in addition to the one-time rotation in a four (4) week schedule, such additional low census hours shall not be rotated but shall be applied on a seniority basis, regardless of shift. Low census days shall not alter the nurse's anniversary date, benefits, or seniority.

After the monthly work schedule has been posted, nurses who trade days shall, for the purpose of low census assignment, assume the seniority of the person they traded with for that day.

ARTICLE 16 – EMPLOYMENT STATUS

16.1 Employee Notice. Full-time nurses shall give thirty (30) days' written notice of intended resignation where practical, but in all cases shall be required to give at least fourteen (14) days' written notice. Failure to give notice shall result in loss of termination benefits including accrued fringe benefits.

16.2 Hospital Notice. At least fourteen (14) days' written notice of termination of employment, or pay in lieu thereof, shall be given the nurse by the Hospital, plus any vacation due. Should the nurse be discharged for just cause, he/she would thereby forfeit all benefits.

16.3 Corrective Action. Except for such reasons as a reduction in operations, discharge shall be only for just cause. The Employer will apply to principles of corrective action which may include verbal warning, written warning, suspension, and discharge for poor work performance and absenteeism. The Employer will not be required to apply the foregoing in instances wherein the nature of the offense is such as to apply suspension or discharge. Copies of such notices will be provided the nurse on request at the time formal corrective action is taken or shortly thereafter. The nurse shall be requested to sign the written warning or suspension or to indicate that she/he

has seen and comprehends the nature of the corrective action. The nurse may request representation in a formal meeting wherein disciplinary action is taken by the Employer.

16.4 Termination Interview. At time of termination, a termination interview is required.

16.5 Accompaniment of a Patient. A nurse who, in accordance with Hospital policy, accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Hospital unless by mutual agreement in writing between the nurse and the Hospital administration stating specifically and in advance that other arrangements have been made. If the return trip to the Hospital is not to be by ambulance, etc., in which the nurse traveled with the patient, the nurse's return trip transportation expense shall be provided before departure.

16.6 Orientation Objectives. The objectives of orientation shall be (a) to familiarize new personnel with the objectives and philosophy of the Hospital and Nursing Service, and (b) to orient new personnel to policies and procedures, their functions and responsibilities as defined in job descriptions. As a general practice, newly hired nurses shall not be counted in the staffing complement during the first two (2) weeks of orientation. When a newly hired nurse is on as a second nurse, the Employer will have a regular staff nurse on call during the first fourteen (14) working days of the newly hired nurse's employment.

16.7 In-service Education. The function of in-service education shall be: (a) to promote the safe and intelligent care of the patient, (b) to develop staff potential, and (c) to review current nursing care trends and to educate nursing personnel regarding equipment used in the hospital setting.

16.8 Work Schedules. The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. The Hospital shall determine and normally post monthly work schedules at least ten (10) days immediately.

Proceeding the date on which the schedule is effective. Each full-time twelve (12) hour-shift nurse shall normally receive a minimum of three (3) scheduled days in a seven (7) day period.

16.9 Performance Evaluations. Written performance evaluations shall normally be prepared within ninety (90) days of the date of hire and thereafter annually in accordance with date of hire for all full-time and regularly scheduled part-time nurses. Such performance evaluations shall be done by the Director of Nursing Service or the immediate supervisor and a copy furnished the nurse at the time of the evaluation.

16.10 Personnel File. Employees shall have access to their personnel files. After the completion of the probationary period, the Hospital will remove reference verifications and other third-party material from the employee's files; or if such materials are not removed, they shall be made available to the employee upon request. Conditions of hiring, termination, change of status, pay shift, and leaves of absence shall be in writing

with a copy given to the nurse upon request.

16.11 Release of Confidential Information. Confidential information may only be released as per Hospital personnel policy.

16.12 ACL'S and Trauma Certification. All nurses working at the Hospital must become ACL'S and Trauma Certified and maintain that certification. It is the responsibility of the nurse to notify Nursing Administration when they need re-certification. All ACL'S and Trauma Certificates must be turned in to Human Resources to be placed in the personnel file. Nursing Administration will also keep track of the need for date re-certification so that the certification can be maintained.

ACL'S and Trauma Certification are required conditions of employment and must be kept current. Failure to comply can result in suspension until the class is taken and/or termination, unless the nurse's failure to comply is due to management's request. The Employer shall either provide classes for the nurses and/or post notices of available classes in the local area. It is up to the nurse to sign up for the required class. Nursing Administration may assist in this effort when there are several nurses that need to be certified or re-certified. Attendance at ACL'S and Trauma Certification classes shall be considered as time worked and the Employer shall pay the cost of tuition and all expenses related to nurses receiving and maintaining their ACL'S and Trauma Certification.

Newly hired nurses must receive their ACL'S within six (6) months of employment and their Trauma Certification within one (1) year of their employment.

16.13 Business Related Travel. If a Hospital vehicle is available, the employee may use the vehicle for authorized and approved travel or the employee may elect to utilize the employee's own vehicle and will be reimbursed for gasoline only.

ARTICLE 17 – RETIREMENT PLAN

The Hospital agrees to continue its present plan in effect, or a substantially equivalent plan, with the intention of reviewing plan documents to ensure compliance with federal law.

ARTICLE 18 – UNION MANAGEMENT COMMITTEE

The Employer, jointly with the elected local unit representative of the nurses, shall establish a committee to assist in the interpretation and application of this Agreement. This committee shall be advisory to Nursing Administration. The purpose of the committee shall be to foster improved communications between the Employer and the bargaining unit. This committee shall meet at a mutually acceptable time upon request of either party. All committee members shall be compensated at the nurse's regular rate for time spent attending committee meetings during normal working hours.

ARTICLE 19 – JOINT NURSES PRACTICE COMMITTEE

19.1 Establishment of a Joint Nursing Practice Council. A Joint Nursing Practice Council shall be established consistent with standards set forth by JCAH.

19.2 Intent. The Hospital recognizes the responsibility of the Joint Nursing Practice Council to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the Committee of action taken.

19.3 Objectives. The objectives of the Joint Nursing Practice Council shall be:

- a. To consider constructively the professional practices of nurses and assistants,
- b. To work constructively for the improvement of patient care and nursing practice,
- c. To recommend to the Hospital ways and means to improve patient care.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following procedure. In order to be subject to the following procedure, a grievance shall be submitted at the first applicable step within thirty (30) calendar days from when a nurse, nurses or the Union is aware that a grievance exists.

Step 1. Immediate Supervisor.

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 nurse(s) has a grievance, she/he shall first discuss it with her or his immediate supervisor within thirty (30) calendar days from when the nurse(s) were aware a grievance existed. The nurse(s) and supervisor shall make a good faith effort to resolve the grievance informally.

Step 2. Nurse and Director of Nursing Services.

If the matter is not resolved above, the nurse and or the Local Unit Chairperson shall reduce the grievance to writing and shall present the same to the Director Nursing Service. The Director of Nursing Service shall issue a written reply within seven (7) days following receipt of the grievance.

Step 3. Hospital Administrator.

If the matter is not resolved at Step 2, the written grievance shall be presented to the Hospital Administrator. Within seven (7) calendar days

thereafter, there shall be a meeting with the Hospital. Administrator, the grievant and/or the local bargaining unit representative, and the USNU staff representative. The Hospital will render a written decision to the Union within seven (7) calendar days of the meeting or within three (3) days after the Board of Commissioners meeting, whichever is later.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing for arbitration within ten (10) calendar days following the final Step 3 decision. Within five (5) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half ($\frac{1}{2}$) of the fee of the arbitrator and any other expenses incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses call by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

20.2 Time Limits. The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Union and the Hospital, and shall be confirmed in writing by the parties.

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

ARTICLE 21 – NO STRIKE CLAUSE

21.1 No Strike. Neither the employees or persons acting in concert with them shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, sympathy strike, walkout, picketing, slowdown or work stoppage or threat thereof, the employee will do everything within their power to end or avert the same during the term of this Agreement.

21.2 No Lockout. The Employer shall not cause or engage in any lockout of nurses during the term of this Agreement.

ARTICLE 22 – SEVERABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of State or Federal laws, such provisions shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 23 – COMPLETE AGREEMENT

The parties hereto have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been with the knowledge or contemplation of any or a of the parties at the time they negotiated or signed the 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 24 – DURATION

This Agreement shall be effective upon ratification and signature of both parties and shall remain in full force and effect until December 31, 2011, unless either party hereto serves notice on the other to amend or terminate the Agreement by giving written notice to the other party.

IN WITNESS THEREOF the Hospital and the Union have executed this Document on the _____ day of _____.

WILLAPA HARBOR HOSPITAL

UNITED STAFF NURSES UNION
LOCAL 141, UFCW

Carol J. Halson
Administrator

Marilyn Savage
President

John Aslakson
Union Representative

MEMORANDUM OF UNDERSTANDING ONE

Medical Premium Costs

If the premium costs to the Hospital increase above the previous year by fifteen percent for the Hospital's Plan of Choice the Hospital may, within thirty days of notification to the Hospital of the increase, request in writing to the Union to reopen and negotiate Article 14.3 regarding the Hospital's paying the full employee premium.

WILLAPA HARBOR HOSPITAL

UNITED STAFF NURSES UNION
LOCAL 141, UFCW

Carol J. Halson
Administrator

Marilyn Savage
President