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2016-2017

EMPLOYMENT AGREEMENT

By and Between

MASON GENERAL HOSPITAL

and

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 21

PREAMBLE

This Agreement is made and entered into by and between the United Food and Commercial Workers Local 21, hereinafter referred to as the “Union” and Mason General Hospital hereinafter referred to as the “Employer.” The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours and conditions of work.

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.

ARTICLE 2 — UNION SECURITY

2.1 Membership.

2.1.1 Current Members. All members now in the Union shall, as a condition of continued employment, remain members of the Union in good standing for the duration of this Agreement.

2.1.2 New Employees. All new employees hired subsequent to the date of signing this Agreement shall, as a condition of their employment, within thirty-one (31) days from the date of their employment

- a. become and remain members of the Union;
- b. pay an agency fee to the Union for representation services equivalent to the Union dues; or in the alternative;
- c. pay an amount of money equivalent to the Union dues to a mutually agreeable (between the Union and nurse) non-religious charity as a condition of continued employment.

2.1.3 Current Non-Members. All current non-members will be grandfathered and will not be required to become a Union member but may voluntarily join at any time.

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

2.3 Voluntary Political Action Fund.

2.3.1 If during the term of this Agreement at least four (4) employees voluntarily execute a Union political action contribution wage deduction authorization form in the amount of at least two dollars (\$2) per month per employee, the Hospital shall begin effective the first pay day after such thresholds are met to deduct monthly the sum specified from the pay of each member of the Union who voluntarily executes a Union wage deduction form. When filed with the Hospital, the deduction form will be honored in accordance with its terms.

2.3.2 The parties recognize that the Union is also obligated under the Federal Election campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering PAC wage deductions. The Hospital and the Union agree that one-quarter of one percent (0.25%) of all amounts deducted pursuant to this Memorandum of Understanding will be used to reimburse the Hospital for its reasonable costs of administering these monthly wage deduction authorizations (the "administration fee").

2.3.3 The amount deducted (net of the administration fee) and a roster of all employees using payroll deduction for this purpose will be promptly transmitted to the Union by separate check payable to its order each month. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions.

2.3.4 The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertake to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on behalf of any such deduction made from wages of such employee.

2.4 Employee Rosters. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list

shall include the name, address, phone number, classification, unit, FTE status, employee ID number, date of hire and hourly rate of pay. This list will also contain all new hires and termination, and be sortable by date of hire or termination.

ARTICLE 3 — MANAGEMENT RIGHTS AND RESPONSIBILITY CLAUSE

3.1 Responsibilities. This contract acknowledges that the Employer through its governing body has the trusted obligation to provide at the Hospital certain medical and treatment services and related health care within its community. Additionally the Employer strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities and other extraneous services which could lead to unnecessary and additional expenses to patients.

3.2 Rights. In order to carry out this trusted obligation, the Employer reserves the exclusive right to exercise the customary functions of management, including, but not limited to, the right to administer and control the premises, utilities, equipment and supplies; the right to select, hire, promote, dismiss, assign and reassign, supervise and discipline nurses, to determine hours of employment, to transfer qualified nurses within and between departments; to formulate and modify job classifications and job evaluations; to determine and change the size, composition and qualifications of the work force, to establish, change, modify and abolish its policies, practices, rules and regulations; to determine, modify and change methods and means by which Hospital operations are to be carried on, and to determine the appropriate duties of nurses in meeting those needs and requirements, and to do those things necessary to carry out all ordinary functions of management except as these matters are specifically referred to in this Agreement.

ARTICLE 4 — UNION REPRESENTATION

4.1 Union Access. The Union's authorized staff representatives may have access to the Employer's meeting rooms for the purpose of investigating grievances and contract compliance at reasonable times, after notifying the Human Resources Department. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work.

4.2 Bargaining Unit Representative. The Union shall select bargaining unit representatives from among the nurses in the unit. At the time of ratification of the contract, the Union will present Human Resources with a list of unit representatives. The Union will also keep the Human Resources department informed of any changes of unit representatives. 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.

4.3 Bulletin Board. If the Union provides bulletin boards no larger than 12 by 18 inches, the Employer will place them in the break rooms on MSP, ED, ICU, BC and SS/OPS units. The Union shall be permitted to post Union announcements and notifications of professional activities signed by a bargaining unit representative on these bulletin boards, with prior approval of the Director of Human Resources.

4.4 Contract and Job Descriptions. The Employer will give each newly hired nurse a copy of this Agreement and the nurse's job description. The Union will provide copies of this Agreement to the Employer. Additional copies of this Agreement provided by the Union shall be available in the Human Resources Department.

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

4.6 Notification to Local Unit Chairperson. The Local Unit Chairperson will be notified in writing of the names and shifts of all newly hired nurses within 5 days of hire ~~during their orientation.~~

ARTICLE 5 — DEFINITIONS

5.1 Resident Nurse. A registered nurse whose clinical experience in an acute care facility after graduation is less than nine (9) months or a registered nurse who is returning to practice with no current clinical training or experience. A resident nurse shall be assigned under the close and direct supervision of a designated experienced registered nurse(s) and shall have limited responsibilities as defined by the Unit Manager. Residency shall not exceed six (6) continuous months when the nurse meets the criteria established by Nursing Administration as evidenced by an evaluation at that time. The time period may be extended when mutually agreed upon in writing by the nurse and nursing administration. A resident nurse who is expected to function continuously without close and direct supervision, and who is given the same level of responsibilities as a general duty staff nurse, shall be compensated as a general duty staff nurse. Close and direct supervision shall be defined as working in conjunction with other registered nurses.

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

5.3 Charge Nurse. A registered nurse who is assigned responsibility by Nursing Administration for leading an organized unit. The definition of an organized unit shall be defined by the Employer. A nurse who is assigned Charge Nurse responsibilities shall receive the Charge Nurse premium for charge assignments of one or more hours in duration. Nurses assigned Charge Nurse responsibilities will have those additional responsibilities considered in their direct patient care assignments.

5.4 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-introductory period.

5.4.1 A nurse who is designated a 0.9 FTE shall be regarded as a full-time nurse.

5.5 Part-Time Nurse. A nurse who works on a regularly scheduled basis less than forty (40) hours per week and more than ~~seventeen and one half (17 1/2)~~twenty (20) hours per week, averaged quarterly, and who has successfully completed the required ~~probationary~~introductory period. Unless otherwise provided for herein, a part-time nurse shall be compensated in the same manner as a full-time nurse except that earned time, retirement benefits and holiday pay shall be accrued based upon the nurse's actual hours of work in accordance with the contract.

5.5.1 Premium Option. In lieu of ~~paid holidays, earned time,~~ medical coverage, vision coverage, dental coverage, life insurance and the ability to participate in the pension plan, full-time and part-time nurses may elect a ~~ten~~seventeen percent (~~10~~17%) wage premium.

5.5.1.1 Nurses currently receiving pay-in-lieu may, alternatively, elect a seventeen percent (17%) wage premium in lieu of paid holidays, earned time, medical coverage, vision coverage, dental coverage, life insurance and the ability to participate in the pension plan. Such nurses must make their election within thirty (30) days after the final signature on this agreement, and may not change their election for the duration of this contract. This alternative option will sunset at the end of the duration of this contract.

5.6 Relief Nurse. An nurse who is regularly scheduled to work an average of less than twenty (20) hours per week.

5.6.1 ReliefPRN nurses will receive a wage differential of thirteen percent (13%) and shall be eligible for longevity steps, shift differential, on-call pay, holiday premium pay (for hours worked on the holiday), charge pay, CRN premium pay, and weekend premium pay. PRN-Relief nurses are not eligible for seniority or any other benefits provided for by this Agreement.

5.97 PRNPer diem Nurse.

5.97.1 A registered nurse who is hired as a PRNper diem and ~~works an average of less than seventy hours a month or~~ who works on an intermittent basis, ~~without any guarantee of hours,~~ or during any period when additional work of any nature requires a temporarily augmented work force, or in the event of an emergency, lack of sufficient regular employees or employee absenteeism/illness/vacation/leaves of absence.

5.97.2 PRNPer diem nurses will be required to be available to work two (2) shifts a month ~~and work in addition to~~ one (1) full weekend per month, ~~plus~~ Per diem nurses must be available to work two (2) holidays per year, each of which can count toward the availability requirements outlined above. Non-compliance with this requirement may result in termination. PRNPer diems who do not work during a 180 day continuous period will be automatically terminated.

5.97.3 Per diemPRN nurses will receive a wage differential of thirteen percent (13%) and shall be eligible for longevity steps, shift differential, on-call pay, holiday premium pay (for hours worked on the holiday), charge pay, CRN premium pay, and weekend

premium pay. ~~PRN-Per diem~~ nurses are not eligible for seniority or any other benefits provided for by this Agreement.

~~5.97.4 A PRNper diem nurse may request a special leave under Section 13.10, indicating start and conclusion of leave period.~~

5.68 ~~ProbationaryIntroductory~~ Period. A nurse who has been hired by the Employer on a full-time, part-time ~~relief,~~ or ~~PRNper diem~~ basis and who has been continually employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of regular employment, the nurse shall be considered to have completed the ~~probationaryintroductory~~ period unless specifically advised by the Employer in writing of an extended ~~probationaryintroductory~~ period, up to an additional ninety (90) days. During the ~~probationaryintroductory~~ period, a nurse may be terminated without notice, without cause and without recourse to the grievance procedure. ~~ProbationaryIntroductory~~ nurses shall not be entitled to any health insurance benefits until the first day of the month following the satisfactory completion of their initial ~~probationaryintroductory~~ period.

5.79 Base Rate of Pay. An employee's base hourly rate excluding all premiums and shift differentials.

5.810 Regular Rate of Pay. The statutorily defined rate of pay required to be paid for overtime worked in excess of the designated work week period.

5.1011 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing, teaching and evaluating the new skill development of the following students or nurses enrolled in a defined preceptor program, the parameters of which have been set forth in writing and assigned by the Employer:

- a. Resident nurses
- b. Senior RN students
- c. New nurses employed at the Hospital with no previous experience in the assigned clinical area
- d. Nurses cross training to a new clinical area
- e. A nurse who has completed the residency but needs additional training.

Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses. Preceptor responsibilities shall be considered when making patient care assignments.

ARTICLE 6 — EMPLOYMENT PRACTICES

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

6.2 Notice of Resignation. Nurses who have completed the required probationary/introductory period shall be required to give at least thirty (30) days' written notice of resignation. The Employer and the Union encourage nurses to give more advanced notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. If a nurse gives more than fourteen (14) days' but less than thirty (30) days' advance notice of resignation, the employee's accrued benefits payable at termination shall be reduced as follows: The number of earned time hours the employee has available in their earned time bank at the time of termination will be divided by thirty (30) days. That sum will be multiplied by the days of notice the nurse has given. This is the amount of earned time hours that will be paid at the time the nurse separates. In the event a nurse provides the Employer with less than fourteen (14) days' written notice of resignation, fails to work the nurse's scheduled shifts during the notice period (unless due to extenuating circumstances, as determined by the Vice President of Human Resources, or due to a vacation approved before the nurse gave notice of resignation), or fails to work on the nurse's last day, the employee shall forfeit the payout of all accrued benefits. Consideration by the Employer shall be given to extenuating circumstances that make such ~~notice~~ requirements impossible.

6.3 Discipline and Discharge. Except for such reason as permanent reduction in operations, discharge shall only be for just cause.

6.3.1 The Employer will use progressive discipline when appropriate. Except for situations for which immediate dismissal is appropriate, a nurse may be dismissed only after receiving at least one (1) written warning, a copy of which shall be acknowledged in writing and given to the nurse. If the Employer in its discretion grants a nurse's request to remove a written warning from a nurse's personnel file, Human Resources may nevertheless maintain separately a copy of the written warning and a record of the date of removal. Removed written warnings that are retained by Human Resources will be maintained separately by Human Resources in a manner which limits supervisor access to such warning after date of removal. At a nurse's request, a verbal warning in a nurse's personnel file will not be considered after two (2) years, provided the nurse has not been subject to any additional disciplinary action during this two (2) year period. In such event, a cover page will be attached to the verbal warning to notify anyone reviewing the file that the document is not to be considered.

6.3.2 A nurse may request the presence of a Labor Representative/bargaining unit representative during any disciplinary action in the form of a written warning/reprimand, suspension or discharge.

6.3.3 The employee has a right to request the presence of a Labor Representative/bargaining unit representative at any investigatory interview that could, or which the employee reasonably believes would, result in disciplinary action.

6.3.4 The employee must initiate the request for the presence of a Labor Representative/bargaining unit representative at either an investigatory interview or disciplinary meeting. Should the nurse request a Labor Representative for a time-

sensitive investigatory interview and one is not available within a reasonable period of time, the Employer may continue the time-sensitive investigatory interview by providing the nurse an available bargaining unit representative.

6.4 Personnel Files. Nurses shall have access to their personnel file. Written documentation in duplicate will be used to specify conditions of hiring, change in status, pay, shift, or leave of absence. The nurse shall be given one (1) copy of this form. Nurses shall have the right to review and comment on letters of warning and performance evaluations in their personnel file.

~~6.5 Travel. 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 Hospital Administration stated specifically and in advance that other arrangements have been made. If the return trip to the Hospital is not to be by the ambulance, etc., in which the nurse traveled with the patient, the nurse's return trip transportation expense shall be provided before departure.~~

6.65 Reassignment. The goal of the Employer and the nurses is to ensure qualified and trained nurses to adequately staff all patient care areas of the hospital. It is not the intent of the Employer to provide regular or ongoing staffing for a unit by reassigning nurses from other units. However, the Hospital retains the right to change a nurse's daily work assignment on a shift-by-shift basis (or for part of a shift) in order to best meet patient care needs. To facilitate reassignments that are necessary to best meet patient care needs, each unit's manager will maintain a list of those nurses who are regularly scheduled in their unit(s) along with an indication of any other units in which the nurse is qualified to be reassigned either as a cross trained RN and/or as a helper-float RN. These lists will also be provided to the staffing office for use by the house supervisors in the event reassignment is necessary to meet patient care needs.

6.65.1 Cross Trained RN. A nurse who is fully oriented, trained and qualified to perform clinical duties in a unit other than the nurse's regularly scheduled unit(s) (a "receiving unit"). Individuals designated as cross trained RNs are able to perform work at a level of competency comparable to the receiving unit's regular staff Nurses interested in being reassigned in other units as cross trained RNs must first notify in writing the manager in the unit where they are regularly scheduled. The approval to be cross trained will be determined by the unit manager of the receiving unit, however, based upon present and/or future needs in that unit. Eligibility and competency of the prospective cross trained RN will be determined by the receiving unit manager. Before a nurse is listed as a qualified cross trained RN, the nurse will complete a full orientation, and successfully complete the receiving unit's specific competency/skills check list for cross trained RNs. Cross trained RNs are capable of taking patient assignments, based upon the house supervisor and/or charge nurse's assessment of the receiving units' current patient census and patient acuity. To retain status as a cross trained RN, the nurse must also periodically work in that receiving unit and must annually complete the receiving unit's cross trained RN unit-specific skills and competency documentation. Nurses are not considered cross trained RNs or to be reassigned when their assignments are changed within their unit, i.e., Telemetry and Critical Care Hardwire; OB and Nursery.

6.65.2 Helper-Float RN. A nurse who has received a basic orientation to a unit in which the nurse is not regularly scheduled to work, and is capable of providing assistance to that unit's regularly scheduled staff by performing basic RN competency skills. Helper-float RNs are expected to be capable of assisting with procedures that they have successfully completed in annual skills competency checklist(s) for the unit(s) in which they are regularly scheduled. However, helper-float RNs will not be required to perform tasks specifically applicable to a receiving unit for which they are not qualified or trained to perform. While reassigned to a receiving unit, depending upon the helper float RN's skills and ability, and patient census and acuity, helper-float RNs may (or may not) be assigned patients, and may (or may not) have decreased flexibility with regard to patient assignments or need to be assigned resource persons. It shall be the responsibility of a helper-float RN to inform the receiving unit's Charge Nurse of any task or patient assignment for which such nurse feels inadequately prepared. If the issue is not resolved, the helper-float RN must contact the House Supervisor and/or the receiving unit's manager. The House Supervisor in collaboration with the affected Charge Nurses will assign a helper float RN to a receiving unit. Unit managers, in consultation with staff nurses regularly scheduled in the unit, will also develop specific orientation tools (including but not limited to, examples of charting, unit-specific orders and protocols, Standards of Care, and assignments of a resource person) to be used with helper-float RNs floated to their unit. Orientation may vary depending on the helper-float RNs' previous experience and familiarity with the receiving unit to which the nurse has been reassigned.

6.65.3 Order of Reassignments. When staffing patient care needs on a receiving unit, the Employer shall fill the need through reassigning either cross trained RNs or helper-float RNs in the following order:

The receiving unit's manager and/or charge nurse will confer with the house supervisor to determine whether the patient care needs on the receiving unit would be best met with a cross trained RN or could be met with a helper-float RN, and whether cross trained RNs and/or helper-float RNs are available on other units.

If it is determined that a cross trained RN is needed and more than one is available for the receiving unit, the house supervisor will ask for volunteers. If there is only one cross trained RN available for the receiving unit, that nurse will be reassigned. If there are no volunteers and more than one cross trained nurse is available for the receiving unit, the house supervisor will make reassignments from among the qualified cross trained RNs for the receiving unit, based upon a fair and equitable reassignment rotation list maintained by the staffing office.

However, if the patient care needs of the receiving unit can be met with either a helper-float RN or a cross trained RN, and there is more than one qualified nurse available for reassignment to the receiving unit, the house supervisor will ask for volunteers. If there is only one qualified nurse available for the receiving unit, that nurse will be reassigned to the receiving unit. If there are no volunteers and more than one qualified nurse

available, the house supervisor will make reassignments from among all the available cross trained RNs and helper-float RNs for the receiving unit, based upon a fair and equitable reassignment rotation list maintained by the staffing office.

6.65.4 Cross Trained Premium. Nurses who have qualified as cross trained RNs will receive a two dollar and fifty cents (\$2.50) per hour cross trained RN premium for all hours worked on the receiving unit, when reassigned from the unit in which they were scheduled to work for all or part of a shift. If such nurse has qualified as cross-trained to more than one unit/department, this cross-trained premium shall be three dollars (\$3.00) per hour. Though helper-float RNs are not eligible to receive a premium when reassigned to a receiving unit for all or part of a shift, if a helper-float RN was assigned charge duties on a unit and is then reassigned to another unit, such helper-float RN will retain the charge nurse premium from his/her prior assignment during his/her reassignment to the receiving unit. However, if a cross trained RN is scheduled as a charge nurse on his/her regular unit, or as a relief house supervisor and then reassigned to a receiving unit, the nurse will retain whichever is the highest premium during the reassignment in lieu of the cross trained RN premium. The cross trained RN premium shall also not be paid to cross trained RNs who have FTE positions which are regularly scheduled in more than one unit, unless they are reassigned from the unit from which they were scheduled to work on the posted schedule. The cross trained RN premium shall also not apply when a cross trained RN's scheduled unit changes as a result of individual trades, pre-scheduled extra shifts, or when bumping to another unit in the event of low census.

6.76 Evaluations. The Employer shall maintain a performance evaluation program which should be considered as a step in bringing about and determining progress in personal and professional growth and development which results in quality patient care. Nurses shall normally receive a written evaluation prior to the end of the ~~probationary~~introductory period and annually thereafter.

6.7 Orientation. Newly hired registered nurses shall receive an orientation of sufficient duration and content to prepare them for their specific duties in the Hospital. The orientation shall be based on the educational needs, identified by an assessment of the individual's ability, knowledge and skills. Any necessary instruction will be provided to registered nurses before they administer patient care.

6.7.1 Nurses who are not Hospital employees must be provided any required orientation by the Nursing Department before performing nursing functions in the area to which they have been assigned.

6.7.2 Currently employed nurses must be oriented to the tasks and procedures of the area to which they have been reassigned or transferred.

ARTICLE 7 — SENIORITY

7.1 Definition. Seniority is defined as continuous years of service as a registered nurse in the bargaining unit. A nurse who transfers to ~~PRN~~relief or per diem status or transfers to a position outside the bargaining unit shall retain bargaining unit seniority pending return to regular staff nurse status. Previously accrued bargaining unit seniority may be used for purposes of applying for a bargaining unit position. Paid time off shall be regarded as time worked for purposes of seniority. A seniority roster will be maintained by the Human Resources Department.

7.2 Unit Layoffs, Restructures or Closures. At least twenty-one (21) days' advance notice of a layoff, unit restructure or unit closure will be given to the Union and to nurses on the unit where there may be reductions as a result of a layoff, or a unit restructure or closure. Upon request by the Union, the Union and the Employer will meet within 7 days from this notice to review the layoff, unit restructuring, or the unit closure. Subject to skill, competence, ability and experience as determined by the Employer, in event of a layoff, or a restructure or closure of a unit, agency and travelers shall be released, and ~~probationary~~introductory nurses shall be laid off, before regular full-time and part-time nurses are laid off. An updated seniority roster will be available in the Human Resources Department and a copy sent to the Union at the time the Employer gives the Union notice of layoffs, or a unit restructure or closure. At the time of giving notice of and implementing the provisions set forth in the following subsections, the Employer will also solicit volunteers for layoff from among the nurses on the units affected by layoffs or the restructure or closure of a unit. After a layoff, or a unit restructure or closure, regular full-time and part-time nurses on recall status shall be given preference for ~~unscheduled PRN~~per diem work assignments, within an affected unit/department, subject to availability and skill, competence, ability and experience in the opinion of the Employer, providing the nurse has followed the Employer's procedures for requesting ~~unscheduled PRN~~per diem status and work assignments.

7.2.1 Unit Layoff. A layoff is defined as a permanent or prolonged reduction in the number of nurses needed on a unit as determined by the Employer. If the Employer determines a unit layoff is necessary and that it can be accomplished through elimination of one or more of the ~~scheduled relief PRN~~ nurses' FTE positions without restructuring the unit's remaining FTE positions, such nurses will be laid off first before eliminating the least senior full- or part-time nurses' FTE positions. If elimination of the ~~relief scheduled PRN~~ nurses' FTE positions on the affected unit does not achieve the needed FTE reduction, and the Employer determines that the layoff can be accomplished through elimination of one or more of the least senior full- or part-time nurses' existing FTE position(s) without restructuring the unit's remaining FTE positions, such least senior full- or part-time nurses will be designated for layoff within the unit in the inverse order of their seniority, providing skill, competence, ability and experience to perform the required work is considered equal in the opinion of the Employer. Any full- or part-time nurse subject to layoff under this subsection may select another position when available from a listing of vacant positions within the hospital or, if eligible, a position from the Low Seniority Roster (Section 7.3), providing the nurse is qualified for the position in the opinion of the Employer. If a ~~scheduled PRN~~relief nurse is subject to layoff under this subsection, such nurse may select another position when available from a listing of the

vacancies, providing such nurse is qualified for the position in the opinion of the Employer. If the Employer determines a unit layoff necessitates restructuring and/or reducing full or part-time FTE positions, in addition to eliminating one or more of the least senior full- or part-time nurse's position(s) on the affected unit, the unit restructuring provisions of Section 7.2.2 Unit Restructuring will be applied to the unit by the Employer, instead of this subsection.

7.2.2 Unit Restructuring. In the event of a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the restructured unit. No earlier than 7 days after the beginning of the 21 day period referenced in Section 7.2, a listing of the full-time, part-time and ~~scheduled-relief PRN~~ position FTEs for each shift on the restructured unit, including qualification requirements, shall be posted on the unit for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the affected unit at that time. By the end of this 7-day posting period, each full-time, part-time and ~~scheduled-relief PRN~~ nurse must submit to the Employer a written list which identifies and ranks the nurse's preferences (first to last) for all available positions on the restructured unit, any vacancies, or in the case of full- and part-time nurses, any positions on the low seniority roster. Nurses who did not previously volunteer for layoff may also indicate on their list whether at some point in their ranking they would prefer to be laid off. Based upon these preference lists, the Employer will assign full- and part-time nurses to positions on the restructured unit by seniority (or, if applicable, vacancies or positions on the low seniority list), providing in the Employer's opinion the nurse has the skill, competence, and ability to perform the work. Decisions involving skills, competence and ability shall be based on unit-specific criteria, job performance, and job description, and may be subject to the grievance procedure.

7.2.3 Unit Closure. If a unit is closed, a listing of any available vacant positions within the hospital and the Low Seniority Roster (Section 7.3) will be posted on the affected unit for at least seven (7) days, no earlier than 7 days after the beginning of the 21 day period referenced in Section 7.2. At the end of that seven (7) day period, full- and part-time nurses shall, in order of their seniority, be allowed to select a position from the list of any available vacant positions, or if eligible a position from the Low Seniority Roster (Section 7.3) providing the nurse is qualified in the opinion of the Employer, or may indicate they prefer to be laid off. If ~~reliefscheduled PRN~~ nurses were also affected by this unit closure, they will be ranked by date of hire and may select a remaining vacancy, after this process is completed with the affected full- and part-time nurses, or may indicate they prefer to be laid off.

7.2.4 Nurse's Absence During Notice Period. Nurses who are on vacation, sick leave or an approved leave of absence, and who are unable to be reached by telephone within the first twenty-four (24) hours after posting of the notice to the affected nurses of a unit's layoff, restructure or closure, will be sent notice by U.S. express mail to their home address. If a nurse has not contacted the Employer regarding their preferences within the applicable timeframe provided for in the foregoing subsections, the Employer will assign the nurse any available position as appears to be appropriate, based upon the nurse's

seniority, subject to skill, competence, ability and experience in the opinion of the Employer. The process for assignment to available positions will not be delayed due to the absence of the nurse.

7.3 Low Seniority Roster. The “Low Seniority Roster” shall be a listing of nurses most recently hired into regular full-time or part-time positions by the Employer, and will represent a number equivalent to 25% of the total of the regular full-time and part-time nurses in the bargaining unit. This listing shall include each nurse’s name, unit, status (FTE) and shift (including if applicable “shift of greatest need” [SGN] or variable). Any nurse on the Low Seniority Roster whose position is assumed by a more senior nurse as a result of the selection processes specified above shall be able to bump any less senior nurse on the low seniority roster, provided s/he is qualified as defined in Section 7.2.2.

7.4 Recall. Nurses will be recalled to work in reverse order of layoff provided skill and ability are satisfactory for performing the necessary work. Nurses will be placed on a recall roster for one (1) year and will remain on that roster until recalled, subject to Section 7.7, to a comparable position, until refusing recall to a comparable position, or until a twelve (12) month period runs out. A comparable position shall be defined as one on the same shift and the same number of hours from which the nurse was laid off. A nurse may refuse recall to a less than comparable position and maintain preference for reemployment to a comparable position.

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

7.6 Low Census. Low Census (L/C) will be first assigned on an affected unit on a voluntary basis. If there are not sufficient volunteers, L/C time will be assigned on a rotational, fair and equitable basis on the affected unit, starting with the least senior nurse, shift-by-shift. The “fair and equitable” commitment will be on a shift-by-shift, day-by-day basis with skills, competence, and ability of the nurses scheduled that shift being taken into consideration by the Employer. A turn in the rotation shall occur when a nurse (1) receives a minimum of four (4) or more hours of L/C or (2) accumulates a minimum four-hour block of low census. Provided, however, if it is a full- or part-time nurse’s turn to be LC’d on an affected unit and shift, and that full- or part-time nurse is cross trained to another unit unaffected by LC, and there is a PRNper diem nurse ~~without an FTE~~ or an agency nurse scheduled for the same shift on the unaffected unit, the full- or part-time cross trained nurse may exercise his/her seniority to be reassigned by nursing management to the unaffected unit for such shift, so long as the PRNper diem nurse can be LC’d without the hospital incurring Report Pay under Section 10.11 or the agency nurse can be released without the hospital being charged by the agency for the agency nurse’s shift.

After a nurse has received sixteen (16) hours of L/C in the month, the nurse can request priority to work their scheduled shift over nurses on the affected unit with less seniority, subject to any skill and ability consideration. Provided, however, if it is a cross-trained nurse's turn to be L/C'd because s/he is the least senior nurse scheduled on the affected shift and unit, and there is a less senior nurse scheduled for the same shift on an unaffected unit where the more senior nurse is cross-trained, the more senior cross-trained nurse may exercise his/her seniority [after receiving sixteen (16) hours of L/C in the current month] to be reassigned by nursing management to an unaffected unit where the least senior nurse can be L/C'd, in an effort to have all nursing areas share in L/C time. Not worked L/C on-call time will be counted toward L/C time for these calculations. The L/C-On-Call rotation list will restart with each new calendar month. In counting L/C hours for the purpose of the fair and equitable distribution commitment, the following criteria shall apply:

- a. Only shifts within the nurse's established FTE status and extra shifts assigned prior to the monthly schedule being posted will be counted. Cancelled extra shifts assigned after the monthly schedule is posted will not be counted toward an individual's fair share of L/C hours and the nurse shall not be required to be on call.
- b. Requested (voluntary) L/C hours will count if they meet the criteria described in Section (a).
- c. Part-time and full-time nurses will have priority to work their scheduled shift over ~~PRN~~relief, per diem and agency nurses when L/C's are being assigned, subject to any skill and ability considerations.
- d. ~~Scheduled-Relief PRN~~ nurses (~~on a regular prescheduled shift~~) shall have priority over ~~unscheduled-PRN~~per diem nurses when L/Cs are being assigned, subject to any skill and ability considerations.
- e. If a nurse works an extra shift earlier in the work week, that extra shift will not be considered for purposes of determining the assignment of L/C.

Not worked On-Call time will be counted toward L/C time for these calculations. Scheduled Registered Nurses will be notified one and one-half (1 1/2) hours before their shift is to begin that they are being placed on L/C.

7.6.1 Low Census-On Call Scheduling. Low Census on call time ("on call time") will be first assigned on an affected unit on a voluntary basis. If there are no volunteers, on call time will be assigned on a rotational, fair and equitable basis starting with the least senior nurse, shift by shift. Nurses can be assigned "on-call" status on their scheduled shifts (including extra shifts assigned prior to the posting of the monthly work schedule) in the event that patient census requires "on-call" positions. The "fair and equitable" commitment will be on a shift-by-shift, day-by-day basis with skills, competence, ability and nurses scheduled that shift being taken into consideration by the Employer. A turn in the rotation shall occur when a nurse (1) receives a minimum of four (4) or more hours of

“on-call” or (2) accumulates a minimum four-hour block of “on-call.” After a nurse has received sixteen (16) hours of “on-call,” the nurse can request priority to work their scheduled shift over nurses on the affected unit with less seniority, subject to any skill and ability consideration. The L/C-on-call rotation list will restart with each new calendar month. In counting “on call” hours for the purpose of the fair and equitable distribution commitment, the following criteria shall apply:

- a. Only shifts within the nurse’s established FTE status and extra shifts assigned prior to the monthly schedule being posted will be counted. Cancelled extra shifts assigned after the monthly schedule is posted will not be counted toward an individual’s fair share of L/C hours and the nurse shall not be required to be on call.
- b. Requested (voluntary) “on call” hours will count if they meet the criteria described in Section (a).
- c. Scheduled part-time and full-time nurses will have priority (on a regular shift) over ~~PRN~~relief and per diem nurses when “on calls” are being assigned, subject to any skill and ability considerations.
- d. ~~Scheduled-Relief PRN~~ nurses (~~on a regular pre-scheduled shift~~) will have priority over ~~unscheduled-PRN~~per diem nurses when “on calls” are being assigned, subject to any skill and ability considerations.

L/C time will be counted toward “on call” time for these calculations.

7.6.2 If a nurse is assigned L/C- on call, the nurse shall receive call back pay if called back to work.

7.6.3 L/C hours, as well as L/C-on call time, shall be regarded as time worked for purposes of seniority, accrual of holiday pay and Earned Time, and eligibility for health, dental and vision benefits.

7.7 Job Openings. Notice of Registered Nurse positions to be filled shall be posted ~~on a previously designated bulletin board or~~ electronically at least five (5) days in advance of filling the position in order to afford presently employed nurses the first opportunity to apply. Posted job openings shall include: classification (FT/PT/~~PRN~~relief/per diem); FTE (when applicable); unit(s)/department(s); and shift (day, evening, nights or SGN). If qualified, nurses presently employed at the Hospital shall have first choice for open positions. To be considered for a regular job opening, the nurse must submit a written application for each posted position. The application will be retained only so long as the position remains vacant. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing the applicants’ skills, ability and experience are considered substantially equal in the opinion of the Employer, based on objective criteria such as experience/skill in the department and specialty, evaluations, certification and continuing education. In the event advance written notice of intent to resign is not received by the Employer pursuant to Section 6.2

herein, the required posting period shall be waived in filling that position. If the Employer is unable to transfer a nurse to a vacant position pursuant to this section due to patient care considerations or departmental needs, the position may be filled on a temporary basis and the nurse will be advised as to when the transfer may be expected to occur in the future. Employees transferring to a new position requiring a preceptor will be subject to a ninety (90) day review period following completion of the preceptor ship. If the nurse does not successfully complete the preceptor ship or the review period in the opinion of the Employer, the nurse will be returned to the nurse's prior position, if vacant. If the position has been filled, the nurse will be eligible for other available open positions for which the nurse is qualified or shall be released from duty and will be placed on the Recall Roster (7.3) and provided with recall rights.

ARTICLE 8 — HOURS OF WORK AND OVERTIME

8.1 Work Day. The normal work day shall consist of eight (8), ~~ten (10), or twelve (12)~~ hours' work to be completed within eight and one-half (8 1/2), ~~ten and one-half (10 1/2), or twelve and one-half (12 1/2)~~ consecutive hours, ~~respectively, with a thirty (30) minute unpaid meal period.~~

8.2 Work Period. The normal work period shall consist of forty (40) hours of work within a regular recurring seven (7) day period ~~or eighty (80) hours of work within a regular recurring fourteen (14) day period.~~

8.3 Work Week. A work week shall be defined for day/evening shift as Sunday through Saturday, night shift as 11:00 p.m. Saturday through 7:30 a.m. Saturday.

8.3.1 Surgical Services. The work week will be defined as Sunday 7:00 a.m. to the following Sunday 7:00 a.m. The on-call day will begin at the completion of a regular work day and end at 7:00 a.m. the following calendar day.

8.4 Other Work Schedules. The Hospital will make every effort to provide a full range of innovative schedules to provide flexibility for staff nurses and the potential retention of skilled nurses. When mutually agreeable to the Employer and the nurse, a normal work day may consist of: ~~ten (10) hours within ten and one-half (10 1/2) consecutive hours when the work week scheduled is based on four (4) ten (10) hour days; twelve (12) hour work days or~~ a combination of eight (8) and twelve (12) hour work days based on a forty (40) hour work week. Other innovative work schedules may be established by the Employer in writing with the consent of the Union and the nurse involved. Innovative schedules are defined as schedules that require some change, modification or waiver of the provisions of this Employment Agreement. Prior to implementing an innovative shift, the Employer and the Union will meet to negotiate the terms and conditions of employment related to that innovative work schedule. Where innovative schedules are utilized by the Employer (including those innovative schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to ~~the eight (8) hour day schedule or~~ the work schedule which was in effect immediately prior to the innovative work schedule, after at least thirty (30) days' advance notice to the nurse.

8.5 Overtime.

8.5.1 Contractual Overtime. All work in excess of the normal work day when properly authorized, shall be compensated for at the rate of one and one-half (1 1/2) times the employee's base hourly rate of pay plus any applicable shift differential and certification pay. Contractual Overtime shall be considered in effect if the employee works eight (8) minutes or more beyond the end of the scheduled shift. Contractual overtime shall be paid as follows:

(a) When an employee working an eight (8) hour shift workss seven (7) or more consecutive hours of contractual overtime beyond the basic work day, the first four (4) hours shall be paid at time and one-half (1 1/2) base hourly rate of pay plus any applicable shift differential and certification pay, and the remaining hours at two times (2x) the base hourly rate of pay plus any applicable shift differential and certification pay. Overtime on a holiday shall be at double time (2x) base hourly rate of pay plus any applicable shift differential and certification pay.

(b) Nurses working a ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the base rate of pay plus any applicable shift differential and certification pay for the first four (4) hours after the end of the ten (10) hour shift and at 1 1/2 time the regular rate of pay for any overtime hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than four (4) consecutive hours beyond the end of the ten (10) hour shift, all hours after fourteen (14) consecutive hours of work for that shift shall be paid at the premium rate of double time (2x) the base rate of pay plus applicable shift differential and certification pay.

(c) Nurses working a twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the base rate of pay plus applicable shift differential and certification pay for the first four (4) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after sixteen (16) consecutive hours of work for that shift shall be paid at double time (2x) base rate of pay plus applicable shift differential and certification pay.

8.5.2 Statutory Overtime. All work in excess of the work week period, when properly authorized shall be compensated at rate of one and one-half times (1 1/2-) the nurse's regular rate of pay.

8.5.3 Pyramiding. There shall be no pyramiding or duplication of contractual and/or statutory overtime pay or other premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for time and one-half (1 1/2) or double time (2x) pay, the nurse shall receive the higher of the two (2) pay rates.

8.5.4 The Employer and the Union agree that overtime should be discouraged, and except for emergency situations, overtime shall only be worked by mutual consent.

8.6 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration, and a third paid rest period of fifteen (15) minutes during a shift of twelve (12) hours in duration. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092).

8.7 Weekends. The Employer will make a good faith effort to schedule all full-time and part-time employees two (2) weekends off out of each four (4) consecutive weekends. If staffing allows, preference will be given to scheduling every other weekend off. In the event a full-time or part-time nurse is required to work three (3) consecutive weekends, all time worked on the weekend that would have been the regularly scheduled weekend off will be paid at double time (2x) the base rate of pay plus applicable shift differential and certification pay. This section shall not apply to full-time or part-time nurses who voluntarily agree to more frequent weekend duty. The weekend shall be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday and Saturday nights. For nurses working a twelve (12) hour shift, the weekend shall be defined as all hours between 7:00 p.m. Friday night and 7:00 p.m. Sunday night. Where the Employer has paid weekend premium pay under Article 10.5 for this forty-eight (48) hour period, no additional weekend premium pay shall be paid to a nurse working the Sunday evening shift beginning at 7:00 p.m. (e.g. between the hours of 7:00 p.m. and 11:00 pm.).

8.8 Time Off Between Shifts. Each nurse working an eight (8) hour shift will have an unbroken rest period of at least eleven (11) hours between shifts unless mutually agreed to between the nurse and the Employer. Each nurse working a ten (10) or twelve (12) hour shift will have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed to between the nurse and the Employer. Nurses who are called to work without ~~thea~~ thea minimum of ~~eleven (11) hours~~^{rest} between shifts discussed above shall be paid at the rate of time and one-half (1 1/2-) the base rate of pay plus applicable shift differential and certification pay for all hours worked.

8.8.1 Surgical Services. Each nurse will have an unbroken rest period of eight (8) hours between shifts unless mutually agreed to between the nurse and the Employer. If the nurse works without a minimum of eight (8) hours rest between shifts, the nurse will be paid at the rate of one and one-half (1 1/2) the base rate of pay plus applicable shift differential and certification pay for hours worked.

8.8.2 Exceptions. Neither Section 8.8, 8.8.1 or paragraph 5 of Addendums 1 and 2 of this Agreement shall apply when: there is less than the applicable rest between shifts due to the employee's request for a schedule change; the Employer's and employee's mutual agreement to change a schedule; an employee's ongoing innovative schedule; or an

employee's attendance at voluntary in-service meetings, voluntary department meetings or voluntary education days of any length.

8.9 Work Schedule. 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, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules will be posted at least ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent. Per diem nurses may be tentatively pre-scheduled for no more shifts than they must make themselves available under Article 5.7.2, but regularly scheduled nurses assigned to that unit will have the opportunity to sign up for additional shift(s) that do not incur premium pay for the additional shift(s) before the per diem shifts are finalized.

Requests for time off (paid or unpaid) which are submitted by the 5th of the prior month shall be granted based on the Employer making every reasonable effort to provide replacement coverage. Unless the requested leave is covered by another section of this Agreement, requests made after the 5th of the prior month may require the nurse to find her/his own replacement without placing the Hospital in an overtime situation.

ARTICLE 9 — COMPENSATION

9.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule:

[All to be shown on wage grid:

Across-the-board increases of:

3%: First pay period post-ratification

3%: January 1, 2017]

9.2 Longevity Increase. Annual longevity steps shall become effective for full-time and part-time nurses the pay period following their anniversary date. For PRNrelief and per diem nurses, longevity steps shall become effective the pay period following the pay period in which the nurse has worked the lesser of 910 hours or three (3) years, subject to a limit of one longevity increase per year. Low census hours will also be totaled with work hours in determining the 910 hour level for PRNrelief and per diem nurses' longevity step increases. ~~However, PRNrelief and nurses will be limited to one longevity increase per year.~~ All time paid for, excluding standby pay, shall be included when calculating longevity steps for PRNrelief and per diem nurses.

9.3 Recognition for Past Experience — New Hires. Full- and part-time nurses hired during the term of this Agreement shall be given credit for their continuous relevant recent nursing experience when placed on the wage scale. For purposes of this section, continuous relevant recent nursing experience shall be defined as verifiable clinical nursing experience as a registered nurse in settings that the Employer determines are relevant to its hospital's operations, without a break in nursing experience which in the opinion of the Employer would reduce the level of nursing skills. When giving "full credit" if the sum of the all years of continuous relevant recent experience includes X years and Y months, only the years will be credited and the months will be dropped.

ARTICLE 10 — PREMIUM PAY

10.1 Shift Differential. Nurses assigned to work the evening shift (3-11) shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour. Nurses assigned to work the night shift (11-7) shall be paid a shift differential of four dollars and ~~twenty-five~~fifty cents (\$4.~~25~~50) per hour over the base rate of pay.

10.2 On Call. On call pay shall be paid at the rate of four dollars (\$4.00) per hour (thirty-two dollars [\$32] per eight (8) hour period of On Call). Nurses on call must be able to report to work within thirty (30) minutes, or longer if there are special circumstances justifying it that are agreed to by the nurse's supervisor in advance of the nurse accepting the call. Any time actually spent in callback time shall be compensated at the rate of time and one-half (1 1/2) the base rate of pay plus applicable shift differential and certification pay of the nurse concerned for a minimum of three (3) hours. If a nurse is called back more than once during the three (3) hour minimum guarantee, there will be no additional three (3) hour minimum guarantee for such callback, but the nurse shall be paid at the rate of time and one-half (1 1/2) base rate of pay plus applicable shift differential and certification pay.

10.2.1 Any nurse who works a callback and returns to work the following a.m. shift may leave if necessary prior to the end of the shift with the approval of her/his immediate supervisor.

10.3 Callback. Callback shall be defined as time worked when an employee is called in during an "on-call shift". These hours are compensated as described in Section 10.2.

10.4 Call In. Call in shall be defined as time worked - outside of regularly scheduled shifts when not "on call". These hours shall be paid as covered by Sections 8.7, 8.8 and 10.7. If none of these apply, "extra" days will be paid at the base rate of pay.

10.5 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars and twenty-five cents (\$3.25) per hour for each hour worked on the weekend in addition to the nurse's base rate of pay. This is premium pay and is not subject to overtime. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

10.6 Charge Duty. Any nurse who is assigned "charge" duties shall be paid a premium rate of two dollars and seventy-five cents (\$2.75) per hour over the base rate of pay for all hours when

assigned such duties. Nurses assigned Charge responsibilities will have those additional responsibilities considered in their direct patient care.

10.7 Compensation for Sixth Day. Nurses who work six (6) consecutive days shall be paid time and one-half (1 1/2) their base rate of pay plus applicable shift differential and certification pay for all time worked on the sixth (6th) day and all following consecutive days. This shall not apply to: time worked on a surgical call schedule; voluntary in-service meetings, voluntary department meetings; voluntary education days of any length; or when an employee requests or voluntarily agrees to work six or more consecutive days.

10.8 Temporary Assignment to Higher Salaried Positions. A nurse temporarily assigned to a higher salaried position shall be compensated for such work at the rate of pay applicable to the higher salaried position.

10.9 Certification Premium. Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of \$1.25 per hour, provided the particular certification has been approved by Nursing Administration, and provided further that the nurse continues to meet all education and other requirements to keep the certification current and in good standing. If a nurse transfers out of the area for which the nurse is certified, the nurse will not be paid the differential until such time as the nurse transfers back into the area for which the nurse is certified, likewise a certified nurse, who does not maintain the certification will not be paid the differential as of the date the certification expires. A nurse with multiple certifications shall only be eligible to receive one certification premium.

~~10.10 Relief House Supervisor Duty. Any nurse assigned Relief House Supervisor responsibilities by the Employer shall be paid a premium rate of three dollars and fifty cents (\$3.50) per hour over the nurse's base rate of pay.~~

10.11 Report Pay. Nurses who report for work as scheduled will be offered a minimum of four (4) hours of work at the base rate of pay plus applicable shift differential and certification pay before they are released from duty due to low census, etc. This provision shall also apply if the nurse is not notified at least one and one-half (1 1/2) hours before the beginning of the 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. (Documented attempts will be recorded in the staffing office.)

10.12 Preceptor Pay. Any nurse who is a preceptor shall be paid a premium of two dollars (\$2.00) an hour over the nurse's base rate of pay. It is the intent of the Employer to seek volunteers for preceptor assignments.

10.12 BSN Premium Pay. All nurses who present evidence of a baccalaureate degree in nursing (BSN) from an approved accredited college/university will receive a premium of one dollar (\$1.00) per hour.

ARTICLE 11 — HOLIDAYS

11.1 Holidays. The ~~following seven (7) days shall be observed as paid holidays~~ Employer observes the following holidays:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

11.2 Work on Holiday. Nurses required to work on a holiday shall be paid time and one-half (1 1/2) their base rate of pay plus applicable shift differential and certification pay for all hours worked on the observed holiday. Overtime worked on a holiday shall be paid at double (2x) the nurse's base rate of pay plus applicable shift differential and certification pay.

~~11.3 Floating Holiday. In addition to the above holidays, a floating holiday will be granted at regular pay to be scheduled by mutual agreement.~~

11.43 Holiday Work Rotation. It is agreed that the holiday work shall be rotated by the department.

~~11.5 Holiday Bank. Holiday hours will be added to the Holiday benefit eligible nurse's Holiday Bank on the payday for the month in which an observed holiday falls. The hours for the annual Floating Holiday will be deposited into the Holiday Bank on the regularly scheduled payday for the month of April. Benefit eligible full-time and 0.9 part-time nurses shall receive 8 hours added to their Holiday Bank. Other benefit eligible part-time nurses' holiday banked hours will be pro-rated based upon the following formula:~~

<u>Eligible Hours/Month</u>	<u>Part-time Holiday Pay</u>
Under 40	0
40.0 - 79.99	4
80.0 - 120.99	6
121 and above	8

~~Eligible hours for part-time nurses include straight time and overtime hours worked, low census hours, and Earned Time hours used, up to a maximum of 173.33 eligible hours per month. Cashed-out Earned Time or Holiday Bank hours do not count toward eligible hours. Low census hours do not count towards eligible hours if the total paid hours paid in a pay period exceed the part-time nurse's FTE status. Holiday Bank hours are paid out at the nurse's base rate of pay plus applicable shift differential and certification pay in effect on the regularly scheduled payday when the hours are accessed.~~

~~11.5.1 Accrued Holiday Bank hours are accessed by:~~

- ~~a. Requesting hours to cover a scheduled absence or unscheduled absence, meeting the same eligibility criteria as needed to use accrued Earned Time Off under Article 12.~~
- ~~b. Cashing out all or a portion of accrued hours, by submitting a request via the timecard edit log before the last day of the pay period, with hours to be paid at the next regular payday.~~
- ~~c. An annual cash out of all remaining unused accrued Holiday Bank hours as of December 31, to be paid on the regularly scheduled payday for the month of December.~~
- ~~d. A cash out of all unused accrued Holiday Bank hours upon separation, with proper notice at the nurse's base rate of pay. Accrued Holiday Bank hours will not be cashed out in the case of termination for just cause.~~

11.64 Worked Holiday Premium. For all units except Surgical Services, the holiday is observed from 11 p.m. the night prior to the holiday to 10:59 p.m. the night of the holiday.

11.64.1 Surgical Services Holiday. In Surgical Services the holiday timeframe will coincide with call coverage for that day and begin at 7:00 a.m. the day of the hospital recognized holiday and end the next calendar date at 6:59 a.m.

ARTICLE 12 — EARNED TIME

12.1 Accrual. ~~All regular employees~~Benefit-eligible nurses working a minimum of ~~eighty twenty~~ (280) hours per ~~month-week~~ shall accrue Earned Time ~~to be used as vacation or sick leave following satisfactory completion of the probationary period.~~ ~~Part-time~~Benefit-eligible employees shall accrue Earned Time based upon their eligible hours each month. Eligible hours include straight time and overtime hours worked, low census hours, and Earned Time hours used (but not cashed out), up to a maximum of forty (40) eligible hours per week. ~~Eligible hours shall be defined as in Section 11.5.~~ ~~Full-time employees shall accrue Earned Time on their full-time status monthly.~~

<u>Employees Years of Service</u>	<u>Part-time Accrual on Eligible Hours Hourly Accrual Rate</u>	<u>Full-Time Accrual each Month Monthly Accrual (based on 1.0 FTE)</u>
0-3	.0731 <u>.103869</u>	12.67 <u>18.00</u> hours
4-5	.1038 <u>.134569</u>	17.99 <u>23.33</u>
6-7	.1077 <u>.138469</u>	18.67 <u>24.00</u>
8-9	.1115 <u>.142269</u>	19.33 <u>24.66</u>
10-11	.1154 <u>.146169</u>	20.00 <u>25.34</u>
12+	.1231 <u>.153869</u>	21.34 <u>26.67</u>

12.2 Earned Time Usage. Newly hired part-time and full-time employees will accrue earned time from their date of hire for use after they have satisfactorily completed their ninety (90) day ~~probationary/introductory~~ period. Earned time may be used in a minimum of fifteen (15) minute increments. Except in the event of a hospital-requested absence due to low census, nurse convenience time off without pay, approved leave without pay pursuant to Articles 13, or as required by law, employees must use earned time for any scheduled (full or partial) work days they are absent, up to the employee's assigned FTE. Earned time may also be used for emergency doctor and dental appointments during regular working hours provided that leave for such an appointment has been cleared where possible with the Department Head one (1) day in advance. Nurses must provide the Employer at least ten (10) days' advance notice of non-emergency (routine) doctor and dental appointments. ~~Such leave shall be considered sick leave.~~

12.2.1 Earned Time Use During Low Census. Nurses placed on low census by the Employer may choose to either utilize earned time or take leave without pay up to the amount of hours low censused that day.

12.2.2 Nurse Convenience Time Off Without Pay. A nurse may request time off without pay, instead of using accrued Earned Time. Such requests will be limited to six (6) scheduled shifts per calendar year (pro-rated for part-time employees). Such requests must be submitted in writing in advance to the manager with as much advance notice as possible and are subject to the Hospital's determination of scheduling or staffing needs or financial considerations. When granting requests for time off nurses using earned time accruals will receive preference over nurses requesting unpaid convenience time off.

12.2.3 Earned Time Request Procedure.

For a period of two years from the effective date of this Agreement, and longer if mutually extended by the parties, the procedure described in "Memorandum of Understanding – Scheduling Earned Time Use" will take the place of the procedures described in this Article 12.2.3.

The Employer shall have the right to schedule time off in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs will take precedence over individual requests. Once a vacation has been approved, it will not be cancelled absent an emergency.

- a. Nurses may not access earned time that would result in a negative balance. A nurse will be denied vacation requests if at the time of the request the nurse's projected earn time balance would not contain sufficient earned time to cover the requested time off at the time the leave is to be used.
- b. During peak vacation time (June through August) vacation requests are limited to two weeks. Requests for more than two weeks may be granted by the Employer based on the number of requests and staffing considerations.

~~12.2.4 Sick Leave. Earned time may be used as sick leave when the nurse is unable to work on account of bona fide illness or injury, to care for a child under the age of eighteen with a health condition requiring treatment or supervision, the care of a child eighteen years or older who is incapable of self care because of a mental or physical disability, or the care of a spouse, parent, parent-in-law or grandparent of the employee who has a serious health or emergency condition. The Hospital reserves the right to require reasonable proof of such illness or injury.~~

~~12.3 Conversion Prior to Reaching 320 Hours of Earned Time. Earned time may be converted (i.e., cashed out) by an employee before that employee accrues 320 hours of earned time according to Internal Revenue Service rules and Hospital policy under the following conditions:~~

~~1. The employee's request for conversion may only be made as an irrevocable election during the annual employee benefits open enrollment period.~~

~~a. During the irrevocable election period the employee may elect to convert up to 50% of the hours he/she is scheduled to accrue during the following year at the rate of 50% of the employee's hourly base wage rate at the time of the conversion per earned time hour. Such election must be submitted via the appropriate request form, available from Human Resources. The employee's request must include the number of hours to be converted and the month of the conversion. Once submitted, this election cannot be changed by the employee~~

~~b. If sufficient accrued hours are not available at the time of the conversion to cover the elected amount and leave a balance of at least 80 hours in the employee's earned time bank, the number of hours converted will be reduced accordingly,~~

~~2. The employee may also request conversion for an "unforeseeable emergency" as defined by IRS regulations. Such requests must be submitted via the appropriate request form, available from Human Resources. Conversion will be at the rate of 50% of the employee's hourly base wage rate at the time of the conversion per earned time hour. The number of hours to be converted must be an amount that is reasonably necessary to satisfy the emergency need and must leave a balance of at least 80 hours in the employee's earned time bank. Approval for payment with the next payroll is at the discretion of the Chief Financial Officer.~~

~~12.4 Conversion at 320 hours of Earned Time. Maximum accrual of Earned Time will be three hundred and twenty forty (40) days ((320) hours). To maintain accrual within the maximum, excess may be taken as follows:~~

- ~~a. Take as paid vacation in the same pay period as the excess time is accrued, in accordance with request and scheduling requirements, and/or~~
- ~~b. Transfer to sick bank account, and/or~~
- ~~c. Receive payoff at one hundred percent (100%) of current base hourly wage for those hours over 320 earned hours.~~

~~The Union shall draft a letter to be sent by the Hospital to nurses who have accrued thirty five (35) days of earned time giving them advance notice of the nurse nearing the maximum accrual.~~

Hours accrued above the maximum will be automatically cashed out unless a requested vacation is denied due to scheduling conflicts or the nurse exercises one of the other options above.

12.35 Separation. Upon separation with proper notice pursuant to Article 6.2, unused Earned Time will be paid at the nurse's current base rate of pay. Earned Time accrual will not be paid in the case of termination for just cause.

~~12.4 Sick Leave Bank. Hours in the Sick Leave Bank (those accrued prior to January 1980 and those transferred from Earned Time as noted above) may be used after forty-eight (48) hours of sick leave from Earned Time are used each calendar year. If a nurse is hospitalized, sick bank hours may be used on the first day of hospitalization. Sick bank hours will not be paid upon separation, however, should the Employer adopt or agree to any form of conversion of sick leave to cash, that plan when adopted shall be available to nurses.~~

12.56 Pay Rate. When Earned Time is used ~~(e.g., whether for vacation, sick leave, low census or personal time off)~~, it shall be paid at the nurse's base rate of pay plus applicable shift differential and certification of pay.

12.67 Notification of Absence. Nurses shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. 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 notification requirements may result in loss of paid earned time (sick leave) for that day.~~

12.67.1 Surgical Services. Where possible, nurses shall notify the Employer at least eight (8) hours in advance of a scheduled call shift if the nurse is unable to report for duty as scheduled.

ARTICLE 13 — LEAVE OF ABSENCE

13.1 In 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 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. 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 and no benefits shall accrue during such leave unless specifically agreed to by the Hospital.

13.4 Educational Leave.

13.4.1 Unpaid Educational Leave. After one (1) year of continuous employment, permission shall be granted for leave of absence without pay for job-related study without loss of accrued benefits, provided such leave does not jeopardize Hospital Service.

13.4.2 Paid Education Leave. A minimum of four (4) or more days of paid educational leave per year shall be granted upon request to nurses provided, however, such leave is subject to approval by the Department Director 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 meeting conducted for the purpose of labor relations or collective bargaining activities.

13.4.3 A nurse does not have to be scheduled to work on an educational leave day in order to get paid for an educational day.

13.5 Maternity Leave. After successful completion of the **probationaryintroductory** period, leave without pay shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. If a nurse is FMLA-eligible, the nurse will be using his/her FMLA during a maternity leave. Maternity leave which is of a duration of twelve (12) weeks or less, including any Earned Time taken, shall be without loss of benefit accrued at the date such leave commences and will guarantee the nurse, upon returning from such leave, her same position, shift and employment status.

13.6 Parental Leave. After completion of the **probationaryintroductory** period, a leave of absence without pay shall be granted upon the request of the nurse for a period of up to twelve (12) weeks during the twenty-four (24) month period following the birth of a natural child, placement of a foster or adopted child, or to care for a seriously ill child without loss of benefits accrued to the date such leave commences. If a nurse is FMLA-eligible, the nurse will be using his/her FMLA during a parental leave. An employee planning to take parental leave to care for a newborn or newly placed child shall provide the Employer with written notice at least thirty (30) days in advance of the anticipated date of delivery or adoption/foster care placement, stating the dates during which the employee intends to take parental leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the first day of the thirteenth (13th) week.

13.7 Health Related Leave. After successful completion of the **probationaryintroductory** period, a leave of absence may be granted without pay for a nurse's own health reasons upon the recommendation of a physician for a period of six (6) months without loss of accrued benefits. If a nurse is FMLA-eligible, the nurse will be using his/her FMLA leave during a health leave. During a health leave of 12 weeks or less, the nurse will be guaranteed upon returning from such leave, her same position, shift and employment status (FTE). During a health leave which exceeds 12 weeks, upon returning from such leave on or before 6 months, the nurse shall only return to his/her same position if it is vacant and available. If it is not, such nurse will be

reinstated to the first available comparable opening for which the nurse is qualified under Section 7.7. If such nurse is unsuccessful in being reassigned to a comparable opening under Section 7.7, then such nurse will be considered to be on recall status, under Section 7.4, without formal notice of layoff, effective at the conclusion of such nurse's health leave, for a period of time which when combined with the nurse's health leave does not exceed 12 months. (For example a nurse who takes an approved health leave for 5 months may only remain on the recall list for 7 months.)

13.8 Bereavement Leave. Bereavement leave of three (3) ~~days-shifts~~ with a maximum of twenty-four (24) hours with pay (at the nurse's base rate) shall be granted for the death in the immediate family. "Immediate family" shall include only persons related by blood, marriage, or legal adoption, or in the degree of consanguinity of grandparent, parent, wife, husband, spousal equivalent, brother, sister, child, grandchild, mother-in-law, father-in-law, and any relative living in the nurse's household.

13.9 Jury Duty. A full-time and part-time nurse who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at his/her base rate of pay plus applicable shift differential and certification pay for the scheduled hours missed as a result of jury duty. The nurse is expected to notify his/her supervisor immediately upon receipt of the jury summons to allow the supervisor to provide alternative staffing in response to the jury duty. The nurse shall keep the staffing office informed of the nurse's availability for work during the period the nurse serves on jury duty. Evening and night shift employees who are serving on a jury, or acting as a witness, are not expected to report for work unless they are excused from jury duty for the day. In the event an employee is not required to report to the court for jury duty or is released from jury duty prior to the end of the nurse's scheduled shift, the employee is expected to work his/her scheduled shift. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time. At the nurse's option, accrued vacation may be substituted for unpaid release time

~~13.10 Special Leave. A leave of absence may be granted for reasons other than those listed above and such requests for special leave shall be submitted to the department head. Special leaves have to be approved by the Hospital Administrator and may be denied at his sole discretion.~~

13.~~10~~11 Other Federal and State Leaves of Absence. Military Leave needed by an employee due to enlistment in the Armed Services, Exigency Leave necessitated by the employee's parent, child or spouse's call to Active Duty in covered military service, Injured Service Member Leave which is needed to care for an employee's family member who is injured while in covered military service, and Domestic Violence leaves will be administered by the Employer in accordance with applicable state and federal laws, through the Employer's personnel policies and procedures.

ARTICLE 14 — HEALTH PROGRAMS

14.1 Health Tests. The Employer 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 CBC, chest X ray, urinalysis and chem profile annually without cost upon a physician's order.

14.1.1 Hepatitis B Vaccine Series will be offered to every nurse paid for by the Employer.

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

14.3 Health Insurance. Beginning the first of the month following ninety (90) days of continuous employment, medical, surgical, hospital dental and vision insurance shall be provided by the Employer for all full-time nurses and part-time nurses who work twenty (20) seventeen and one-half (17 1/2) hours or more a week, ~~averaged quarterly or regularly scheduled to work at least 70 or more hours per month.~~

14.4 Retired Nurse Health Insurance. Retired nurses over the age of 55 may continue health insurance coverage upon retirement at the group rate until such time as they become Medicare eligible, under the following provisions:

- a. They are enrolled under the group plan at retirement;
- b. Individual nurses shall pay their own premiums by reimbursement to the Employer.

14.5 Retirement. Bargaining unit nurses shall be eligible to participate in the same retirement plan as is provided by the Employer to all other Hospital employees. Retirement benefits, contribution rates and eligibility requirement for participation will be defined by the Employer's plan, as approved by the Hospital's Board of Commissioners.

14.6 Maintenance of Benefits. The Employer reserves the right to change unilaterally group health insurance providers or carriers; provided, however, that the current level of group health insurance 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, discussing those changes. The Employer shall notify the Union at least thirty (30) calendar days in advance of any proposed reduction in such benefits.

ARTICLE 15 — CONTINUING EDUCATION

15.1 In-service Education. Education and training programs for registered nurses shall be ongoing and designed to augment their knowledge of pertinent new developments in patient care and to maintain current competence. The scope and complexity of the program shall be based on the documented educational needs of registered nurses and the resources available to meet those needs. The needs shall be identified, at least in part, through the findings of the review and

evaluation of nursing care and nursing department monitoring activities. The extent of participation of each registered nurse shall be documented.

- a. The individual responsible for developing and coordinating nursing educational/training programs should be knowledgeable in educational methods and current nursing practice.
- b. Registered nurses who provide direct patient care shall contribute to such programs.
- c. An evaluation of the educational activities should be performed periodically by the Nursing Practice Committee.
- d. Nurses who attend required in-service programs while off duty shall be paid for all time spent in attending or shall receive paid compensatory time off, at the nurse's option.
- e. In-service shall be made available on all shifts, with programs posted in advance of their presentation.

ARTICLE 16 — EMPLOYMENT STATUS

~~16.1 — Orientation. Newly hired registered nurses shall receive an orientation of sufficient duration and content to prepare them for their specific duties in the Hospital. The orientation shall be based on the educational needs, identified by an assessment of the individual's ability, knowledge and skills. Any necessary instruction will be provided to registered nurses before they administer patient care.~~

~~16.1.1 Nurses who are not Hospital employees must be provided any required orientation by the Nursing Department before performing nursing functions in the area to which they have been assigned.~~

~~16.1.2 Currently employed nurses must be oriented to the tasks and procedures of the area to which they have been reassigned or transferred.~~

ARTICLE 17 — COMMITTEES

~~17.1.1~~ Labor Management Committee. The Chief Operating Officer along with two (2) supervisory/ managerial nurses appointed by Nursing Administration, plus three (3) elected representatives of the staff nurses shall constitute a Labor Management Committee to assist with nursing service problems, matters relating to the working conditions and administration of the terms of this Agreement. The Director of Human Resources and a Union Labor Representative may also attend these Committee meetings. The Committee shall be advisory and shall meet no more than quarterly, or any time by mutual agreement of the parties, with the major purposes being discussion of: this Agreement's interpretation and application, and improved communications between the Union, the staff nurses, and the Hospital.

4716.2 Nursing Practice and Staffing Committee. A Nursing Practice and Staffing Committee has been established and shall be maintained to generally discuss nursing practices, patient care and nurse utilization in the Hospital. This Committee shall also be responsible for continuing to develop and oversee the in-patient care units' shift-based nurse staffing plan which is to be updated at least annually based on the needs of patients pursuant to RCW 70.41.420. General objectives of the Nursing Practice and Staffing Committee include considering constructively the professional practice of nurses, working constructively for the improvement of patient care and nursing practice, and recommending to the Employer ways and means to improve patient care. This Committee shall be advisory to nursing administration, and will not discuss matters subject to collective bargaining or the Union's contract. The regular members of this Committee shall be composed of an equal number of staff nurses and nursing managers/supervisors/executives at the Employer's hospital. Staff nurses shall elect their representatives to this Committee and Nursing Leadership shall appoint its members of this Committee. The Committee's composition should endeavor to include regular members knowledgeable of the following units/departments within the Employer's hospital: Medical/Surgical/Pediatric; Emergency; Surgical Services; Intensive Care/Critical Care; and Birth Center. The Committee may invite resource persons to attend their meetings. Examples of resource persons may include the Employer's other clinical managers, directors, education staff, the Director of Human Resources, as well as a Union Labor Representative. This Committee shall meet at least quarterly on a recurrent day/time, with prior notice to each regular member prior to the meeting. The Committee shall designate co-chairs, who shall jointly prepare an agenda and keep minutes of their meetings. Copies of the Committee's minutes shall be provided to the Chief Operating Officer and the Local Unit Chairperson, and may be posted on the bulletin boards under Section 4.3 and electronically. Staff nurses who are committee members shall be paid straight time for time spent participating in this committee unless those hours constitute overtime under Section 8.5.

ARTICLE 4817 — GRIEVANCE PROCEDURE

4817.1 General. In the event of any dispute or difficulty arising under this Agreement as to its interpretation or application, same shall be handled in the following manner. Unless Section 18.2 applies, failure at any step to meet specified deadlines will evidence withdrawal of the grievance, or if applicable, result in the grievance automatically advancing to the next step. Documented verbal disciplines may not be grieved.

Step 1 Nurse and Immediate Supervisor.

A nurse alleging a grievance shall discuss the grievance with the nurse's immediate supervisor(s). Every effort should be made to resolve the grievance through informal communication. Alleged grievances not discussed with the immediate supervisor(s) within thirty (30) days of the occurrence shall be considered waived.

Step 2 Nurse and Chief Operating Officer/Designee.

If the matter is not resolved at Step 1, the grievance shall be reduced to writing and presented to the Chief Operating Officer/designee within fourteen (14) days after receiving the immediate supervisor's response. The COO shall schedule a meeting with the grievant, the Local Unit Chairperson and/or a Labor Representative, and Human

Resources within seven (7) days following the COO's receipt of the written grievance. The COO shall issue a written response to the grievance within fourteen (14) days of this meeting.

Step 3 Nurse and CEO/ Designee.

If the matter is not resolved at Step 2, the written grievance shall be presented to the Chief Executive Officer/designee within seven (7) calendar days of receipt of the COO's decision. The grievant and/or a Labor Representative, Human Resources and the CEO shall meet within seven (7) days of receiving the Step 3 grievance. The CEO shall issue a written reply to the Step 3 grievance within fourteen (14) days following this meeting.

Step 4 Arbitration.

If the grievance is not settled at Step 3, the Union may submit the grievance for arbitration within fourteen (14) calendar days following receipt of the CEO's Step 3 decision. Within seven (7) calendar days of notification that the dispute is submitted for arbitration, the Hospital's and the Union's representatives shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of arbitrators from Washington and Oregon 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 (1/2) of the fee of the arbitrator and any other expenses 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 expenses of witnesses called 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 unless mutually agreed otherwise.

| 1817.2 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.

| ARTICLE ~~19~~18 — NO STRIKE CLAUSE

During the terms of this Agreement, there shall be no strikes, or stoppages of work by the nurses, mass sick leaves, or slow down. Nothing contained in the Contract is to be construed to grant any nurse the right to strike or refuse to work for any reason. There shall be no lockout of the nurses by the Employer during the life of this Agreement.

| ARTICLE 2019 — DRUG FREE WORKPLACE POLICY

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. The Employer's Drug and Alcohol Abuse policy ~~(incorporated herein by reference)~~ will provide for drug testing for reasonable cause. Nurses needing help in dealing with drug and alcohol problems are strongly encouraged to 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, earned time, or medical leave, as appropriate. Employees voluntarily requesting assistance prior to experiencing job performance, attendance or misconduct problems will not be subject to disciplinary actions for having sought treatment for alcohol or chemical dependency, and will be given a medical leave of absence by the Hospital.

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 should not require other nurses to change their work schedules, require the Hospital to assume extra costs, or otherwise impose an undue hardship on the Hospital.

The Hospital reserves the right to implement a policy for drug and alcohol testing in accord with the foregoing principles. The parties agree that if any changes are made to that the existing policy the Hospital must notify the Union of the proposed changes and meet and discuss them with the Union before implementation.

ARTICLE 2120 — SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws. If any provisions of this Agreement are 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 2221 — DURATION AND TERMINATION

This Agreement shall be in effect from ratification and shall continue in full force and effect through and including October 31~~0~~, 2017~~5~~. Should either party decide to modify or terminate this Agreement on the expiration date, it shall serve written notice on the other party no more than one hundred twenty (120) and no less than ninety (90) days prior to the date of expiration. The parties agree to schedule the first bargaining session at least 45 days before termination of the Agreement unless mutually agreed otherwise.

21.1 Conditional Reopener. If by change in law or rule or regulation the Hospital will not retain its critical access status through the term of this Agreement and/or if there is any combination of a rate reduction between Medicare and Medicaid exceeding 4.99% (this would include the 2% sequestration already in effect) and/or a change from a cost-based reimbursement

model, the Hospital may, by written notice to the Union, reopen this Agreement. The Parties agree to meet within 30 days of the Notice of Reopener.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

MASON GENERAL HOSPITAL

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 21

ON: _____

ON: _____

BY: _____
Eric Moll, Chief Executive Officer

BY: _____
~~Todd Crosby~~ ~~David Schmitz~~, President

ON: _____

ON: _____

BY: _____
Eileen Branscome, Chief Operating
Officer

BY: _____
~~Patrick Pedersen~~ ~~Janet Parks~~, Chief
Negotiator

ADDENDUM A

TWELVE (12) HOUR SHIFT SCHEDULE

~~In accordance with Section 8.4 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.~~

- ~~1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with the contract (Section 8.6), one to be taken during each four (4) hour increment of the shift.~~
- ~~2. Work Period. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer.~~
- ~~3. Daily Overtime. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one half (1 1/2) times the base rate of pay plus applicable shift differential and certification pay for the first four (4) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after sixteen (16) consecutive hours of work for that shift shall be paid at double time (2x) base rate of pay plus applicable shift differential and certification pay.~~
- ~~4. Weekly Overtime. Overtime will be paid at the rate of one and one half (1 1/2) times the nurse's base rate of pay plus applicable shift differential and certification pay for all hours worked beyond forty (40) hours in the work week.~~
- ~~5. Time Off Between Shifts. If a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked without this ten (10) hour rest period shall be paid at one and one half (1 1/2) times the nurse's base rate of pay plus applicable shift differential and certification pay.~~
- ~~6. Shift Differential. Nurses working a twelve (12) hour shift shall receive shift differential for those hours that coincide with the designated evening and night shift (Article 10.1) hours that qualify for shift premium.~~
- ~~7. Charge Duty. Charge pay will be paid for the time worked by the nurse as a charge nurse. In the event a nurse is assigned a Charge Nurse position by Nursing Administration for less than a complete shift, the nurse shall receive Charge Nurse pay for the time worked as Charge. Nurses assigned Charge responsibilities will have those additional responsibilities considered in their direct patient care.~~
- ~~8. Weekend Defined. For purposes of this Agreement (including Sections 8.7 Weekends and 10.5 Weekend Premium Pay), the "weekend" shall be defined as all hours between~~

~~7:00 p.m. Friday night and 7:00 p.m. Sunday night. Where the Employer has paid weekend premium pay for this forty eight (48) hour period, no additional weekend premium pay shall be paid to a nurse working the Sunday evening shift beginning at 7:00 p.m. (e.g. between the hours of 7:00 p.m. and 11:00 pm.).~~

~~ADDENDUM B
EIGHT (8) AND TWELVE (12) HOUR COMBINATION SHIFT~~

~~In accordance with Section 8.4 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work an eight (8) and twelve (12) hour combination shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.~~

- ~~1. Work Day. The work day shall be a scheduled eight (8) hour day or twelve (12) hour day, to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with the contract (Section 8.6) to be taken during each four (4) hour increment of the shift.~~
- ~~2. Work Week. Two (2) eight (8) hour shifts and two (2) twelve (12) hour shifts will be scheduled per week. The work week for overtime computation purposes shall be a seven (7) day period, as defined by the Employer.~~
- ~~3. Daily Overtime. Nurses working this eight (8) and twelve (12) hour combination shift schedule shall be paid overtime compensation at the rate of one and one half (1 1/2) times the base rate of pay plus applicable shift differential and certification pay for the first four (4) hours after the end of the scheduled eight (8) hour shift or after the end of the scheduled twelve (12) hour shift. If a nurse works more than four (4) consecutive hours beyond the end of the scheduled eight (8) hour shift or after the scheduled twelve (12) hour shift, all overtime hours after four (4) consecutive hours of work beyond that scheduled shift shall be paid at double time (2x) base rate of pay plus applicable shift differential and certification pay.~~
- ~~4. Weekly Overtime. Overtime will be paid at the rate of one and one half (1 1/2) times the nurse's base rate of pay plus applicable shift differential and certification pay for all hours worked beyond forty (40) hours in the work week.~~
- ~~5. Time Off Between Shifts. Section 8.8 of the Agreement applies with the sole exception being that the length of the rest period shall be ten (10) hours after twelve (12) hour shifts and eleven (11) hours after eight (8) hour shifts.~~
- ~~6. Shift Differential. Nurses working a twelve (12) hour shift shall receive shift differential for those hours that coincide with the designated evening and night shift (Article 10.1) hours that qualify for shift premium.~~
- ~~7. Charge Duty. Charge pay will be paid for the time worked by the nurse as a charge nurse. In the event a nurse is assigned a Charge Nurse position by Nursing Administration for less than a complete shift, the nurse shall receive Charge Nurse pay for the time worked as Charge. Nurses assigned Charge responsibilities will have those additional responsibilities considered in their direct patient care.~~

MEMORANDUM OF UNDERSTANDING ONE
HEALTH CARE REFORM

If during the term of this Collective Bargaining Agreement (the “Agreement”), federal and/or state healthcare reform legislation or other governmental regulation of health care imposes obligations on employers with respect to providing medical insurance coverage, the Hospital or the Union may, at its option, give written notice to the other party of its desire to reopen and renegotiate any provisions in their Agreement related to providing, waiving (e.g., “in lieu of”) or receiving medical insurance, including but not limited to Article 14 of the Agreement.

MASON GENERAL HOSPITAL

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 21

ON: _____

ON: _____

BY: _____

Lauri Bolton, Vice President of Human
Resources

BY: _____

Patrick PedersenJanet Parks, Chief
Negotiator

MEMORANDUM OF UNDERSTANDING TWO
CERTIFICATION COURSE & TEST FEES

~~During the term of this Collective Bargaining Agreement (the “Agreement”),~~ Until January 1, 2017, full-time and part-time nurses who are not as yet certified will be reimbursed up to two hundred fifty dollars (\$250) for either the costs of a course fee or a test related to one (1) relevant certification under Section 10.9 of the Agreement.

The nurse must provide acceptable documentation to the Hospital related to costs s/he is asking the Hospital to reimburse under this Memorandum of Understanding. If the nurse does not successfully complete the certification course or the test for which s/he requested and received the \$250 reimbursement, the nurse will be required to repay the Hospital the \$250 from his/her wages via payroll deduction.

MASON GENERAL HOSPITAL

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 21

ON: _____

ON: _____

BY: _____

Lauri Bolton, Vice President of Human
Resources

BY: _____

Patrick PedersenJanet Parks, Chief Negotiator

MEMORANDUM OF UNDERSTANDING THREE
EXTRA SHIFTS

MGH will experiment with the following procedure for scheduling nurses for extra, uncovered shifts.

1. The parties expressly acknowledge that as ~~unscheduled PRN~~ per diem nurses (~~e.g., PRNs without an FTE~~) may work at more than one healthcare facility, they may continue through the 19th day of each month to provide their available shifts (as defined in Section 5.8 of the Agreement) for the following month to both the Staffing Office and the manager(s) of the unit(s) or department(s) where they work. However, while this MOU is in effect, the Employer will request that ~~unscheduled PRN~~ per diem nurses try to provide this information earlier, preferably by the 9th of each month. ~~Until the final schedule is posted, however, the Employer may continue to utilize unscheduled PRN nurses, based on their availability, to cover then remaining "holes" in draft and final schedules, in order to ensure their skills, experience and orientation to the hospital are maintained at an acceptable level, and that such nurses are meeting the availability standards set forth in Section 5.8 of the Agreement.~~

2. The Staffing Office (and those units or departments which prepare their own schedules) will post-email a first draft schedule-needs list for the following month no later than the 10th day of the current month. A second draft schedule-needs list will be posted-emailed by the 15th day of the month. ~~Draft schedules~~ Draft needs lists may also be available electronically on the hospital's Intranet. The draft ~~schedules~~ needs lists will show (as of the time of posting) then-uncovered shifts for each unit or department during the next month. To the extent the unit/department manager or the Staffing Office has already received notice from ~~unscheduled PRN~~ per diems of their availability, such nurses may be scheduled for uncovered shifts before drafts needs lists and the final schedules are posted, based on the availability standards set forth in Section 5.8 of the Agreement. If the per diem nurse's availability and employer's scheduling needs are different, the per diem nurse may request uncovered shifts reflected on the first needs list (see Section 3 below).

3. Part-time nurses and ~~relief-scheduled PRNs~~ nurses" (~~e.g., PRNs with an FTE~~) may request to be scheduled in advance for uncovered shifts reflected on the posted-emailed first draft of the schedule-needs list for units or departments where such nurses are regularly scheduled or where they are cross trained, by sending an email addressed to both the manager of the unit or department and to "Staffing Office" no later than the 13th day of the month. Such email shall specifically identify and rank the uncovered extra shift(s) by unit or department the part-time or ~~scheduled-relief PRN~~ nurse is offering to be available to work. First, the employer will ensure availability standards are met as set forth in Section 5.9 of this Agreement. Next, ~~The Employer will endeavor to utilize qualified part-time and scheduled-relief PRN nurses who make timely requests to cover the extra shifts, providing scheduling such nurses for uncovered extra shifts does not create overtime or other time and one-half or double time premium pay conditions. When there are multiple timely requests from qualified part-time and relief~~ scheduled-PRN nurses to be scheduled in advance for the same extra shift(s), the part-time nurse's emails shall be sorted by seniority and starting with the most senior part-time nurse, each part-time nurse will be scheduled for one extra shift on a rotational basis until no further part-time nurses requested extra shifts match up with any of the then remaining uncovered available

shifts. Next the ~~scheduled-relief PRN~~ nurses' requests to work extra shifts shall be sorted by their date of hire, and starting with the ~~scheduled-relief PRN~~ nurse with the earliest hire date, each ~~scheduled-relief PRN~~ nurse will be scheduled for one extra shift on a rotational basis until no further ~~scheduled-relief PRN~~ nurses' requested extra shifts match up with any of the then remaining uncovered available shifts.

4. Full-time nurses may also request to be scheduled in advance for uncovered shifts reflected on the posted first draft of the schedules for the units or departments where they are regularly scheduled or where they are cross-trained, by sending an email to the same recipients listed in the preceding paragraph by no later than the 13th day of the month. Such email shall specifically identify and rank the uncovered shift(s) by unit or department that the full-time nurse is offering to be available to work. If after completing the processes in the preceding paragraphs, there are still uncovered extra shifts on the first draft of the schedules, the Employer may schedule qualified full-time nurses who have made timely requests for a remaining uncovered extra shift. The Employer will endeavor to utilize qualified full-time nurses who make timely requests to cover the extra shifts according to the process described above, providing scheduling such nurses for uncovered extra shifts does not create overtime or other time and one-half or double time premium pay conditions. ~~Subject to the last two sentences of Section 8.5 of the Agreement,~~ The full-time nurse will be eligible to be paid overtime or other time and one-half or double time premium pay for such extra shift to the extent it qualifies (in whole or part) for such pay. Should there be multiple timely requests from qualified full-time nurses to be scheduled for a still uncovered extra shift, the full-time nurses' emails shall be sorted by seniority and starting with the most senior full-time nurse, each full-time nurse will be scheduled for one extra shift on a rotational basis until no further full-time nurses' requested extra shifts match up with any of the then-remaining uncovered available shifts.

5. After completing the processes in the foregoing paragraphs, a second draft schedule showing any then-remaining uncovered shifts will be posted on the 15th of the month. Any nurse may send an email after the second draft of the schedules is posted and before the 18th of the month to the unit/department manager and Staffing Office requesting to be scheduled in advance for then-remaining uncovered shifts for units/departments where a nurse is regularly scheduled to work or where they are cross-trained. Such emails shall specifically identify (and if applicable) rank the then-remaining uncovered extra shift(s) by unit or department the nurse is offering to be available to work. Where there are multiple timely requests ~~d~~from qualified nurses to cover the then-remaining extra shifts, the first nurse who requested the extra shift will be scheduled for it, provided there is no other nurse requesting to work the same then-remaining extra shift who could be scheduled in advance for that extra shift without the hospital incurring overtime or other premium pay conditions.

6. Whenever a cross-trained nurse's request to work an extra shift is accepted, s/he will not be eligible to receive the cross-trained premium for an extra shift scheduled in advance.

7. Nothing in this Memorandum of Understanding ("MOU") is intended to change the Employer's rights and responsibilities under Article 3 of the parties' Agreement or the considerations set forth in Section 8.9 of the Agreement, both of which may cause deviations from scheduling patterns on draft and final schedules. Additionally, nothing in this MOU is intended to limit the Employer's responsibility to consider all available nurses' skills, experience

and ability when preparing draft and final schedules, and when evaluating individual requests to work extra shifts. If in the Employer's opinion, nurses' skills, experience and ability, as well as other patient care considerations, need to take precedence, they may override a nurse's proffered ranking of extra shift(s) under this MOU.

8. As an express condition of this experiment, the Union agrees that the Employer may terminate this MOU during or before the expiration of the Agreement, by giving the Union at least one (1) month's written notice.

MASON GENERAL HOSPITAL

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 21

ON: _____

ON: _____

BY: _____

Lauri Bolton, Vice President of Human
Resources

BY: _____

~~Patrick Pedersen~~ Janet Parks, Chief
Negotiator

MEMORANDUM OF UNDERSTANDING FOUR
CONDITIONAL REOPENER

~~If by change in law or rule or regulation the Hospital will not retain its critical access status through the term of this Agreement and/or if there is any combination of a rate reduction between Medicare and Medicaid exceeding 4.99% (this would include the 2% sequestration already in effect) the Hospital may, by written notice to the Union, reopen this Agreement. The Parties agree to meet within 30 days of the Notice of Reopener.~~

~~MASON GENERAL HOSPITAL~~

~~UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 21~~

~~ON: _____~~

~~ON: _____~~

~~BY: _____~~

~~Lauri Bolton, Vice President of Human
Resources~~

~~BY: _____~~

~~_____ Janet Parks, Chief Negotiator~~

MEMORANDUM OF UNDERSTANDING FOUR
SICK BANK

This Memorandum of Understanding (“MOU”) is between Mason General Hospital (“MGH” or the “Hospital”) and United Food and Commercial Workers (“UFCW”) Union, Local 21 (“Local 21” or the “Union”).

No employees have accrued hours in the Sick Bank for many years. However, Union employees still have accrued hours in the Sick Bank. The following rules apply regarding Sick Bank hour use:

1. Sick Bank hours may be used for sick leave only after forty-eight (48) hours of Earned Time are used in any calendar year, or immediately when the employee has been hospitalized.

2. Sick Bank hours will not be paid upon separation.

DATED this _____ day of November, 2015

MASON GENERAL HOSPITAL

UFCW LOCAL 21

MEMORANDUM OF UNDERSTANDING FIVE
HEALTH BENEFITS

The Union and MGH agree that it is in both employees’ and MGH’s best interest to initiate a dialogue regarding assessment of wellness programs as a possible component of the healthcare plan. This topic will be an agenda item during one or more Labor Management Committee meeting.

MASON GENERAL HOSPITAL

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 21

ON: _____

ON: _____

BY: _____

Lauri Bolton, Vice President of Human
Resources

BY: _____

Patrick Pedersen~~Janet Parks~~, Chief
Negotiator

MEMORANDUM OF UNDERSTANDING SIX
2014 SIGNING BONUS

~~Effective the first full pay period after ratification by the Union and MGH, nurses will receive a five hundred dollar (\$500) signing bonus pro-rated based on the nurse's FTE level at the time of ratification. The \$500 is a gross amount less applicable taxes.~~

~~MASON GENERAL HOSPITAL~~

~~UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 21~~

~~ON: _____~~

~~ON: _____~~

~~BY: _____~~

~~Lauri Bolton, Vice President of Human
Resources~~

~~BY: _____~~

~~Janet Parks, Chief Negotiator~~

MEMORANDUM OF UNDERSTANDING SIX
INCENTIVE PREMIUM FOR EMERGENCIES

1. For a period of one year from the effective date of the Collective Bargaining Agreement, when the Employer requires a nurse to report for work for an emergency in advance of the nurse's scheduled shift, or on a day which was not scheduled on the nurse's work schedule at the time of posting, then the nurse shall be paid at the rate of time and one-half the base rate of pay plus applicable shift differential and certification pay for the hours worked in advance of shift or on the scheduled day off.

2. For the purpose of this Memorandum of Understanding, "emergency" is defined as a same day absence call, high census, and any other emergent situation mutually agreed in writing as an emergency by the Employer and the nurse. Shifts on the pre-posted needs list are not considered "emergency" shifts, and working such shifts will not result in payment of the premium discussed above, unless deemed as such by the House Supervisor or unit manager.

3. The Employer and the Union agree that they will consider extending this Memorandum of Understanding thirty (30) days prior to the period that it will expire by its terms.

MEMORANDUM OF UNDERSTANDING SEVEN
SCHEDULING EARNED TIME USE

For a period of two years from the effective date of the Collective Bargaining Agreement, the following provision shall replace the first paragraph of Article 12.2.3 of the Agreement:

In scheduling time off, each department/work area will adhere to the following guidelines:

A. From October 20 through October 31 of each year, there shall be a ten (10) day "window" or "bidding" period during which employees may select vacation time to be taken in the six month period extending from December 1 to May 30. Based upon those bids, a vacation schedule shall be posted by November 10.

From April 20 through April 30 of each year, there shall be another ten (10) day "window" or "bidding" period during which employees may select vacation time to be taken in the six month period extending from June 1 to November 30. Based upon those bids, a vacation schedule shall be posted by May 10.

All such requests shall be submitted in the format specified by the Hospital.

B. Subject to the Hospital's limitation of vacations based upon operational or patient care considerations, employees shall be granted vacation by seniority if the employee requests vacation during the bidding period, subject to the following:

1. Each employee will designate any number of requests (from one day up to two weeks) in order of priority to be awarded by seniority.

2. The Employer will consider the "first priority request" of all employees by seniority and make awards accordingly, before considering and awarding second and subsequent priority requests on the same basis.

C. Requests for vacation that are submitted after the bidding period shall be awarded on a "first come - first serve" basis. Vacation requests shall be submitted in the format specified by the Hospital, and by the fifth (5th) of the month prior to the month in which the nurse requests vacation. Such requests shall be responded to within 14 days of the Department Director's receipt of the request.

D. The Employer shall have the right to schedule vacations in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs will take precedence over individual requests.

E. The Hospital shall designate "prime time" vacation periods from June 15 through September 15 and limit, in cases of conflict, vacations to two (2) weeks during such prime time.

F. Holiday work schedule rotations shall take precedence over vacation scheduling.

G. Once a vacation has been approved, it will not be cancelled absent an emergency.

H. Nurses may not access earned time that would result in a negative balance. A nurse will be denied vacation requests if at the time of the request the nurse's projected earned time balance would not contain sufficient earned time to cover the requested time off at the time the leave is to be used.

I. Special circumstances may be considered by management in approving vacations outside of these aforementioned guidelines. These requests will be posted on the unit two weeks prior to approval.

If this Memorandum of Understanding is not extended by agreement, the first paragraph of Article 12.2.3 of the Collective Bargaining Agreement shall apply two years after the effective date of this Agreement.

GSB:7495597.1