

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WASHINGTON STATE NURSES ASSOCIATION

AND

CHI FRANCISCAN REHABILITATION HOSPITAL

TACOMA, WASHINGTON

JANUARY 1, 2023 – DECEMBER 31, 2025

Table of Contents

PREAMBLE	1
Article 1 – RECOGNITION	1
1.1 Recognition.....	1
1.2 Statement of Purpose.....	1
1.3 Scope of Agreement.	1
Article 2 – MANAGEMENT RIGHTS	2
2.1 General.....	2
2.2 Subcontracting.....	2
2.3 Handbook.....	2
Article 3 – MEMBERSHIP	2
3.1 Membership.....	2
3.2 Bargaining Unit Roster.....	3
3.3 Dues Deduction	3
3.4 Notification to Employer / Indemnification.	3
Article 4 – ASSOCIATION REPRESENTATIVES	3
4.1 Access to Premises.	3
4.2 Local Unit Officers.....	4
4.3 Orientation.....	4
4.4 Contract.....	4
4.5 Bulletin Board.....	4
4.6 Conference Rooms.	4
Article 5 – CLASSIFICATIONS.....	4
5.1 Regular Full-Time Employee.....	4
5.2 Regular Part-Time Employee.....	4
5.3 Per Diem Employee.....	4
5.4 Temporary Employee.....	5
Article 6 – EMPLOYMENT PRACTICES	5
6.1 Equal Opportunity.....	5
6.2 Notice of Resignation.....	5
6.3 Staffing.....	5
Article 7 – SENIORITY	5
7.1 Seniority.....	5

7.2	Seniority List.	5
7.3	Termination of Seniority.	5
7.4	Vacancies.	6
7.5	Probationary Period.	6
7.6	Reduction in Force Procedure.	6
7.7	Recall Rights.	7
7.8	Recall Procedure.	7
7.9	Low Census (Flexing).	7
Article 8 – COMPENSATION		8
8.1	Wage Scale.	8
8.2	Wages.	9
8.3	Per Diem Employees.	9
8.4	Maximum Rate Employees.	9
8.5	Differentials.	10
8.6	CRRN Bonus.	10
8.7	Weekend Differential.	10
8.8	Preceptor Differential.	10
8.9	Extra Shift Bonus:	10
Article 9 – HOLIDAYS		11
Article 10 – REST AND MEAL BREAKS		11
10.1	Rest Breaks.	11
10.2	Meal Breaks.	11
Article 11 – LEAVES OF ABSENCE		12
11.1	Bereavement Leave.	12
11.2	Jury Duty and Court Appearances.	12
11.3	Personal Leave.	13
11.4	Disability Leave.	13
11.5	Occupational Workers’ Compensation Leave.	13
11.6	Pregnancy, Childbirth, or Related Medical Condition Leave.	13
11.7	Family and Medical Leave.	13
11.8	Military Leave.	13
11.9	Doctor or Authorized Medical Provider Certification.	13
11.10	Benefits During Leave.	13

11.11	Return from Leave.....	13
11.12	Leave Extensions.....	14
Article 12 – PAID TIME OFF, SICK LEAVE		14
12.1	General.....	14
12.2	Purpose and Use.	14
12.3	Eligibility.....	14
12.4	Earning PTO.....	14
12.5	Vacation of Foreseeable Use – Request and Approval.....	15
12.6	Unforeseeable Need for PTO – Notice.....	15
12.7	PTO Use for All Scheduled and Unscheduled Absences.	15
12.8	PTO Use During Leave and Flex Time.....	15
12.9	Change in Status	15
12.10	PTO Payout at Termination.....	16
Article 13 – HEALTH INSURANCE / DENTAL / LIFE / DISABILITY		16
13.1	Health Insurance.....	16
13.2	Health Savings Account.....	16
Article 14 – RETIREMENT 401(k).....		16
Article 15 – GROUP LIFE INSURANCE.....		16
Article 16 – SHORT-TERM AND LONG-TERM DISABILITY INSURANCE.....		16
Article 17 – GENERAL PROVISIONS		17
17.1	Licenses.....	17
17.2	Drug Testing.....	17
17.3	Employment Bonus Programs.....	17
17.4	Gifts.....	17
17.5	Physical Exam.....	17
17.6	Savings Clause / Separability.....	17
17.7	Privacy Laws.....	17
17.8	Off-the-Clock Work Shifts.....	17
17.9	Attendance and Punctuality Policy.....	18
17.10	Customer Service / Patient Service Initiatives.....	18
Article 18 – NURSING EDUCATION		18
18.1	Orientation.....	18
18.2	Staff Development.....	18

18.3	Tuition Reimbursement.....	19
18.4	Employer Meetings.....	19
Article 19 – REPRESENTATION RIGHTS		19
Article 20 – GRIEVANCE PROCEDURE.....		20
20.1	Purpose.	20
20.2	Definition.....	20
20.3	Grievance Timelines.....	20
20.4	Procedure.....	20
20.5	Arbitration.	21
20.6	Back Wages Remedy.....	21
20.7	Mediation.....	21
Article 21 – SUCCESSORSHIP		21
Article 22 – CONFERENCE COMMITTEE.....		22
Article 23 – NURSE STAFFING COMMITTEE.....		22
23.1	NSC Membership.	22
23.2	NSC Membership Compensation.	22
23.3	NSC Development of Annual Staffing Plan.....	22
23.4	NSC/Grievance and Arbitration Provisions.....	22
23.5	Employee Complaint Procedure.....	22
23.6	Future State Law Modifications.	22
Article 24 – NO STRIKE.....		23
24.1	General.....	23
24.2	Statement of Purpose.	23
Article 25 – SAFETY PROMOTION & WORKPLACE VIOLENCE PREVENTION.....		23
25.1	Workplace Violence Prevention Plan.	23
25.2	Risk Reduction Training.....	23
25.3	Incident Response Procedures	23
Article 26 – DISCIPLINE AND DISCHARGE		23
26.1	Just Cause.	23
26.2	Progressive Discipline.	23
26.3	Investigatory Suspension.....	24
26.4	Written Disciplinary Action.	24
26.5	Disciplinary Notices, Rebuttal, and Inspection of Personnel File.	24

26.6 Patient Care Complaints.	24
Article 27 – WASHINGTON CARES FUND.....	25
Article 28 – DURATION.....	25

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AND
CHI FRANCISCAN REHABILITATION HOSPITAL

PREAMBLE

This Agreement entered into by Franciscan Specialty Care, LLC, hereinafter referred to as “Hospital” or “Employer” and Washington State Nurses Association, hereinafter referred to as the “Union” or “Association”, has as its purpose the promotion of harmonious relations between the Hospital and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

Article 1 – RECOGNITION

1.1 Recognition. The Hospital recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees in the bargaining unit as described in the Certification in Case 19-RC-234135 as follows: All full-time, regular part-time and per diem Staff Registered Nurses employed by the Employer and working at Franciscan Specialty Care, LLC, excluding all non-professional employees, Nurse Educators, Clinical Liaisons, the PPS Nurse, and all other employees, managers, guards and supervisors as defined in the Act.

1.2 Statement of Purpose. The Hospital and the Association agree that the most critical aspect in interpreting this Agreement is the promotion and protection of excellent patient care, the acknowledgement of the value and contributions of Registered Nurses to the mission of the hospital, and harmonious labor relations.

1.3 Scope of Agreement. The parties acknowledge that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters not removed by law from the area of collective bargaining, that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any addition pertaining to wages, hours, or other terms and conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

No addition to, alteration, modification, practice, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Employer and the Association. Only the Employer’s Labor Relations counsel may execute a change to this Agreement on behalf of the Employer.

Article 2 – MANAGEMENT RIGHTS

2.1 General. The Association and the Hospital agree that all rights, powers or responsibilities of the Hospital existing before the execution of the Agreement are retained by the Hospital and that these rights, powers and responsibilities, unless expressly modified or abridged by this Agreement, shall belong solely and exclusively to the Hospital during the term of this Agreement. The parties agree that the inclusion of any management rights in this Article shall serve as a knowing and unequivocal waiver of rights under the Act. These rights include, but are not limited to, the right to manage the Hospital's business and property, the right to determine the standards of service to be provided and standards of productivity and performance of its employees, the right to determine nursing, teaching and other professional standards and methods, the right to determine the size and composition of the work force including the utilization of contract/agency employees in accordance with applicable overtime and nurse staffing law, to determine educational standards to decide the number and location of offices, buildings, facilities and physical plant, to decide the quantity and type of equipment to be used in its operations, to determine and introduce patient safety procedures, to determine the speed of such equipment and the content of job classifications, to promulgate reasonable rules and regulations, to select supervisory and managerial employees, to contract out work, to determine the time for work, to determine the shifts of specific employees and groups of employees generally on a temporary or permanent basis, to determine work areas, to determine the method and place of performing work including the introduction of improved production methods or facilities, to determine the scheduling of work and work breaks in accordance with applicable law, to determine whether work shall be performed by bargaining unit employees or others, to establish standards of quality and quantity for work to be done, to determine whether any part of the whole of its operations shall continue to operate; to establish, change or abolish any classifications or service, to maintain order and efficiency in its facilities and operations, to discharge probationary employees for any reason whatsoever, to determine the duties of employees, to hire, to lay off, to assign, to transfer, to determine the qualifications of employees, to promote and demote employees, to discipline, suspend or discharge employees for just cause as defined herein, to determine the starting and quitting times, to require overtime in accordance with applicable law, to determine the number of hours to be worked, and to subcontract work. The Management Rights clause shall survive the expiration of the Agreement.

2.2 Subcontracting. In the event that the Hospital determines to exercise its right to subcontract all or any part of the work under this Agreement, the Hospital will provide the Association thirty (30) calendar days written notice of its decision to subcontract and shall provide the Association a reasonable opportunity, during said notice period, to meet and discuss the effects of any layoff that may result from such subcontracting. Any such meeting need not delay the subcontracting.

2.3 Handbook. Employees shall be given a copy of the Employee Handbook (which may be electronically) and are expected to abide by all terms of the Hospital Employee Handbook (as may be amended by the Hospital with notice to the Association), except to the extent they are superseded by specific provisions of this Agreement.

Article 3 – MEMBERSHIP

3.1 Membership. All Nurses shall, as a condition of employment, become and remain members of the Association within thirty (30) calendar days after their date of hire. Any Nurse who fails to comply

with these requirements shall be discharged upon request of the Employer by the Association, and such discharge shall be deemed for just cause.

3.2 Bargaining Unit Roster. Twice a year (in the months of January and July) the Employer shall provide the Association in an excel spreadsheet attached to an email with a list of those nurses covered by this Agreement. This list will include each covered nurse's name, home mailing address, home telephone number, Employee ID number, work status (full-time, part-time or on call), FTE, unit, shift, rate of pay and most recent date of hire into a bargaining unit position.

Monthly, the Employer shall provide the Association in an excel spreadsheet attached to an email with a list of all nurses covered by this Agreement who were hired and/or transferred into positions covered by this Agreement during the previous month. The list shall contain each employee's name, home mailing address, personal email address, home telephone number, personnel number, work status (full-time, part-time or on call), FTE, unit, shift, rate of pay and most recent date of hire into a bargaining unit position.

The list also shall identify all employees who, during the previous month, transferred into positions outside the bargaining unit or terminated their employment with the Employer.

3.3 Dues Deduction. During, the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Association who voluntarily executes a wage assignment authorization form, available through the Association. 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 promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability (including costs and attorney's fees as incurred) that may arise against the Employer for or on account of any deduction made from the wages of such nurse. The Employer will have no liability to the nurse or the Association under this provision for failure to deduct or transmit Association dues.

3.4 Notification to Employer / Indemnification. If any nurse who is a member of the Association during the term of this Agreement ceases to be a member of the Association in good standing, the Association shall notify the Employer in writing of such fact. The Employer will be required to terminate that nurse within twenty (20) calendar days of actual receipt of such notice. The Association hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability (including costs and attorney's fees as incurred) that may arise against the Employer for complying with the Association's request for termination.

Article 4 – ASSOCIATION REPRESENTATIVES

4.1 Access to Premises. The Hospital agrees to permit authorized representatives of the Association to enter the premises at reasonable times for the purpose of conferring with employees in connection with the administration of this Agreement. Upon arrival at the Hospital, the Association Representative shall follow all such procedures to register/sign-in as other visitors at the Hospital and they shall notify the Hospital Administrator or designee upon arrival. Upon arrival at the Hospital, Representatives are subject to the same access and rules as those applicable to other non-employees. Such Association Representatives will not confer with employees in patient care areas. Such visits shall not interfere with

the Hospital's operations or with the performance of duties assigned to the employees. The Association shall not be permitted to conduct general Association business such as votes or negotiations preparations on the Hospital's premises unless specifically authorized by the Hospital. Any such authorization shall not be precedent setting.

4.2 Local Unit Officers. The Association shall have the right to select local unit officers from among nurses in the unit. The local unit officers shall not be recognized by the Employer until the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Association business shall be conducted only during nonworking times and shall not interfere with the work of other employees.

4.3 Orientation. During orientations, a designated WSNA Representative (or their designee) shall be given 20 minutes during orientation to meet with the new nurses for discussion and questions. Upon initial employment, a nurse shall be given a copy of the nurse's job description from the Employer. The Association shall present the HR person with materials it intends to hand out at the orientation for review. The Association shall not make derogatory statements about the Employer during the session.

4.4 Contract. The hospital will provide the WSNA membership application to all newly hired nurses during the new hire sign-up paperwork session. The WSNA/CHI Rehabilitation Hospital contract can be found at wsna.org.

4.5 Bulletin Board. The Employer will provide a bulletin board in each break room in the hospital. Such board(s) shall be used for official Association notices. All postings shall carry the WSNA logo or name. The Association will provide a copy of the posted materials to the Vice President, Human Resources, or designee, at or prior to the posting. The Association agrees to limit the posting of Association materials to the designated bulletin boards.

4.6 Conference Rooms. The Association may have access to conference rooms at the Hospital for the purpose of meeting with bargaining unit employees, subject to conference room availability. This access is limited based on the availability of conference rooms.

Article 5 – CLASSIFICATIONS

5.1 Regular Full-Time Employee. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are regularly scheduled for at least thirty (30) hours per week. Regular full-time Employees are eligible for full Employee benefits detailed in this Agreement.

5.2 Regular Part-Time Employee. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are regularly scheduled less than 30 hours per week. Regular part-time Employees are considered to be eligible for those pro-rated benefits specifically provided to them in this Agreement or by law.

5.3 Per Diem Employee. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are called for work on an as needed basis. Per Diem employees are required to be available for work at least one shift per pay period and one contractual Holiday per year. Per Diem employees are not eligible for benefits under this Agreement, however they are covered by all other provisions of this Agreement.

5.4 Temporary Employee. An Employee who is hired for a limited period of time not to exceed three (3) months to fill a specific need. Such Employees are not in the Bargaining Unit and are not covered by this Agreement. Temporary employees may only be hired in exigent circumstances (i.e., emergencies beyond the control of the employer) where current staffing is insufficient to provide patient demand and safe patient care.

Article 6 – EMPLOYMENT PRACTICES

6.1 Equal Opportunity. Employment and wage determination shall be based upon professional qualifications, irrespective of race, color, creed, sex, ancestry, national origin, age, political affiliation, marital status, religion, veteran's status, sexual orientation, gender identity, genetic information or the presence of sensory, mental or physical disability subject to the presence of occupational requirements, or the lawful exercise of rights guaranteed by Section 7 of the NLRA.

6.2 Notice of Resignation. Nurses shall be required to give at least twenty-one (21) days' written notice of resignation. This notice requirement shall not include any PTO without prior approval or prescheduled sick leave. Failure to give notice shall result in loss of accrued Paid Time Off (PTO). The Employer will give consideration to situations that would make such notice by the nurse impossible.

6.3 Staffing. The Hospital will strive to maintain staffing levels that provide for safe patient care, the health and safety of nurses and provides a nurse with a reasonable opportunity to complete their assigned tasks within the hours of the nurse's regular shift. The Hospital's obligations under this paragraph are not subject to the Grievance and Arbitration provisions of this Agreement.

Article 7 – SENIORITY

7.1 Seniority. Unless otherwise specified, seniority shall commence on the most recent date of hire into the bargaining unit by the Employer as a regular full-time or regular part-time employee and shall mean total service with the Facility thereafter, subject to termination of seniority under Section 7.3. Seniority shall have no application during the first ninety (90) days of continuous employment. Upon the successful completion of the Probationary Period the seniority date shall be considered as of the first date of the employee's most recent employment. Per diem employees shall have no seniority unless and until they fill a part-time or full-time position which shall be considered the most recent date of hire. Should a regular full or part-time Nurse change status to Per Diem status, all seniority accumulated as a full or part-time Nurse shall be reinstated upon return to full or part-time status and no time as a Per Diem shall be applied to seniority.

7.2 Seniority List. Upon a reasonable number of requests by the Association and on or before January 15 of each year and at the time of a layoff, the Hospital shall provide to the Association a seniority list consisting of the names, titles and classification ranked in order of the employees' seniority (by most recent date of hire).

7.3 Termination of Seniority. An employee's seniority shall be terminated and their rights under this Agreement forfeited for any of the following reasons:

- (A) Discharge for just cause (as defined herein), resignation or retirement;
- (B) Exceeding an authorized leave of absence, unless excused by management;

- (C) Failure to return to work within seven (7) calendar days, after notification of recall from layoff;
- (D) If an employee gives a false reason for a leave of absence or engages in other employment during such leave without prior written consent from the Employer;
- (E) Two no-calls, no-show within any rolling 12-month period (first no-call no-show is a final written warning). A failure to call in at least 2 hours prior to the beginning of a scheduled shift equals a no-call no-show.

Notwithstanding the forgoing, there shall be no termination of seniority or a written warning if the no-call no-show is caused by the following:

A catastrophic event such as a flash flood, earthquake, tornado, fire or hurricane, that verifiably precludes a telephone call to the appropriate designated Employer representative; or,

Absence from work for a continuous period of twelve (12) months or a time equal to their length of service, whichever is less.

7.4 Vacancies. Vacancies for all bargaining unit positions and hours will be posted for a period of seven (7) calendar days. An employee interested in applying for such a position must express their interest in writing prior to the close of the posting period. These positions shall be filled on the basis of qualifications and seniority. Where qualifications are equal, then seniority shall be the determining factor in filling such positions. This provision shall in no way limit the hospital's right to seek applicants from outside sources. Present employees shall have the first opportunity to fill vacancies for which they are equally or more qualified and on which they have bid.

7.5 Probationary Period. The probationary period for all newly hired or rehired employees or employees who have had a break in service shall be ninety (90) days within which time they may be laid off or terminated by the Hospital without recourse by them or the Association under this Agreement. The Hospital has no obligation to offer hours to per diem employees.

7.6 Reduction in Force Procedure. In the event that the Hospital determines that a reduction in force and/or reorganization is necessary (as opposed to low-census situations), the following procedure shall apply:

- (1) The Hospital shall determine how many hours need to be reduced by department, classification and shift. At the time of notification of a layoff, the Hospital will provide the Association with notice and a list of all employees showing the seniority and department of each employee. Notice shall be given as soon as reasonably possible.
- (2) Agency, travelers and temporary nurses in the same department, classification and unit performing identical jobs shall be released prior to laying off any regular full-time and part-time Registered Nurses in that department, shift and unit.
- (3) Voluntary Layoff: The Hospital shall first seek volunteers for layoff and, will provide notice to all employees in each department, classification and on each shift in which the Hospital has determined that a reduction in force is necessary.
- (4) Involuntary Layoff: If the Hospital cannot achieve the reductions through voluntary layoffs, the Hospital will select the least senior employees in each affected department, classification and shift for layoff until the Hospital has achieved the necessary reductions. An employee selected

for layoff will have three (3) calendar days from receipt of notification to accept one of the following options by providing written notice to the Hospital's Chief Executive Officer or designee:

- (a) Accept the involuntary layoff according to the terms of the current reduction in force;
- (b) Elect to fill any vacant posted positions for which the Hospital determines they are immediately qualified to perform all of the duties of the new position without training or re-training;
- (c) If there are no such vacant positions or hours or if a laid off employee does not elect to take such vacant position or hours or if the Hospital determines that the employee is not qualified for such vacant position or hours, the employee may choose to displace:
 - i. less senior employee in their department, provided that the bumping employee is presently qualified to fill the position, including having current certifications, registrations, or licenses as may be required; or
 - ii. the least senior employee in any other department covered by this agreement if the bumping employee has previously been a regular employee in that department within the prior two (2) years, and is presently qualified to fill the position, including having current certifications, registration, or licensure as may be required;
 - iii. All employees who choose to bump another less senior employee must accept the complete hours and work schedule of the bumped employee.

In no event, shall there be more than two bumps for each employee who receives a notice of intention to layoff.

The layoff notice shall include contact information for the Hospital representative.

7.7 Recall Rights. Employees who are laid off will retain their seniority and accrued sick leave (but shall not be paid in lieu thereof or continue to accrue any benefits) and will be eligible for recall for a continuous period not to exceed twelve (12) months from date of layoff. During the recall period, a laid off employee will have priority for rehiring if their former position becomes vacant, defined as same shift and number of hours, and they have maintained any required certifications, registrations or licenses. Any employee who refuses recall will be removed from the recall list. Employees who refuse a recall to a different shift or different number of hours shall not be removed from the recall list for this refusal.

7.8 Recall Procedure. The Hospital will notify the laid off employee of such vacancy by registered, return receipt mail to the employee's last known address. It shall be the laid off employee's responsibility to inform the Hospital of any address changes. An employee on layoff who is offered a vacant position must notify the Hospital within five (5) calendar days of receipt of notice of recall if they accept the position and must return to work no later than two (2) weeks from notification of acceptance. The recall notice shall include contact information for the Hospital representative.

7.9 Low Census (Flexing). Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer may implement reduced staffing schedule and flex employees. If this should occur, Staff shall be flexed in the following order:

- a) Volunteers;
- b) Travelers, agency, and contract nurses (provided the Employer does not incur any cost by cancelling this work);
- c) Nurses working overtime;
- d) Per Diem;
- e) Equitable rotation among all FTE nurses on a shift starting with the least senior nurse first, providing skills, competence, ability and qualifications and credentials are considered equal as determined by the Employer.

If an individual volunteers for low census, that day off shall be counted for purposes of the rotation list.

An updated low census list showing the names of each nurse in order of seniority showing the last person to be low censused shall be available to the nurses at each nurse station. When a nurse is low censused, that low census shall be for the remainder of the shift. However, should there be a need for additional nurses on that same shift the low censused nurse shall be offered the remainder of the shift before anyone else.

The parties understand that executing the mandates of the above Low Census Section can be difficult at times in a healthcare setting. Accordingly, the parties agree that there shall be the remedy for the employer violations shall be to skip the affected employee's next rotation. However, if the Association can demonstrate a repeated and intentional failure of the Employer to follow the provision of these sections, then economic remedy may be sought. Any concerns about Scheduling or Assignments should be brought to the Labor Management Committee.

Article 8 – COMPENSATION

8.1 Wage Scale. The following wage scale shall be used for nurses.

	January '23	7/1/2023	7/1/2024	7/1/2025
		3.00%	2.50%	2.50%
Entry Level	\$36.00	\$37.08	\$38.01	\$38.96
Year 1	\$36.75	\$37.85	\$38.80	\$39.77
Year 2	\$37.50	\$38.63	\$39.59	\$40.58
Year 3	\$38.25	\$39.40	\$40.38	\$41.39
Year 4	\$39.00	\$40.17	\$41.17	\$42.20
Year 5	\$40.00	\$41.20	\$42.23	\$43.29
Year 6	\$41.00	\$42.23	\$43.29	\$44.37
Year 7	\$42.00	\$43.26	\$44.34	\$45.45
Year 8	\$43.00	\$44.29	\$45.40	\$46.53
Year 9	\$44.00	\$45.32	\$46.45	\$47.61
Year 10	\$45.25	\$46.61	\$47.77	\$48.97
Year 11	\$46.50	\$47.90	\$49.09	\$50.32

Year 12	\$47.75	\$49.18	\$50.41	\$51.67
Year 13	\$49.00	\$50.47	\$51.73	\$53.03
Year 14	\$50.25	\$51.76	\$53.05	\$54.38
Year 15	\$51.50	\$53.05	\$54.37	\$55.73
Year 16	\$52.75	\$54.33	\$55.69	\$57.08
Year 17	\$54.00	\$55.62	\$57.01	\$58.44
Year 18	\$55.25	\$56.91	\$58.33	\$59.79
Year 19	\$56.50	\$58.20	\$59.65	\$60.00
Year 20	\$57.75	\$59.48	\$60.00	\$60.00
Max Rate	\$60.00	\$60.00	\$60.00	\$60.00

Effective January 1, 2023, the Employer will place current nurses in the wage scale based upon the nurse's years of experience. If the nurse disagrees with the Employer's assessment of their years of experience, the nurse may provide additional documentation to support their position. Each year of experience as a registered nurse will count for one year on the wage scale. Each two years as a licensed practical nurse will count for one year on the wage scale.

No nurse shall see a decrease in their base rate of pay as a result of the assignment of a nurse in the wage scale based upon the nurse's years of experience. Nurses already earning a base rate of pay greater than the wage they would normally earn under the wage scale shall retain their current base rate of pay until they have enough years of experience under the wage scale to earn a wage increase (i.e., red circled). While red circled, nurses will be eligible for the bonus referenced in Section 8.4.

The Hospital may use its discretion to increase the minimum entry level rate with written notice to the Association. If it does so, the Hospital shall also increase Years 1-20 so the current amounts between the wage scale steps remains the same, unless otherwise agreed upon by the parties. This shall not affect the Maximum Rate in the Agreement. In no event will a new hire with the same years of experience leapfrog any existing nurse with the same or more years of experience.

8.2 Wages. All wage increases shall cease upon expiration of this Agreement.

8.3 Per Diem Employees. All Per diem employees shall be employed at ten percent (10%) above the rate normally paid to a nurse under the wage scale based upon years of experience. If they change to full- or part-time, they shall be paid at the appropriate rate on the wage scale. If they change back again to a per diem status, they shall be paid at the per diem rate. No current per diem nurse would see a decrease in their base rate of pay as a result of their assignment on the wage scale based on years of experience. If their corrected wage is less than \$43.00, they would be red circled as described in Section 8.2 and would be eligible for the bonus as described in Section 8.4.

8.4 Maximum Rate Employees. The wage scale establishes a maximum rate of \$60 per hour. Employees above the maximum rate are not eligible for a base wage increase set forth in Section 8.4.1, below. Employees with twenty-four (24) or fewer years of experience who are at or above the Maximum Rate shall receive a bonus equivalent to the number of hours worked in a calendar year multiplied by \$1.25. At twenty-five (25) through twenty-nine (29) years of experience, Employees shall receive a bonus equivalent to the number of hours worked in a calendar year multiplied by \$2.00. At thirty (30) years of experience or more, Employees shall receive a bonus equivalent to the number of hours worked in a

calendar year multiplied by \$2.25. The bonus will be paid in January of each year. For example, a Maximum Rate employee with fewer than twenty-five (25) years of experience and who worked 1,000 hours shall receive a bonus of \$1,250 in January of the following year.

8.4.1 2023-2025. The wage scale in Section 8.1 reflects an across-the-board increase as of the first full pay period following:

July 2023 – 3%

July 2024 – 2.5%

July 2025 – 2.5%

Any increase in the wage scale that would otherwise move a nurse above the Maximum Rate of \$60 per hour will be paid in a bonus as set forth in this Section 8.4.

8.5 Differentials. The Hospital will pay a night shift differential for nurses who work at least four (4) hours between 6:00 PM and 6:00 AM of \$2.75 per hour for the entire shift. The Hospital will pay a nurse assigned charge a shift differential of \$2.00 per hour for the time assigned charge. For example, if someone works as a charge nurse for four (4) hours of their twelve (12) hour shift, the nurse will receive the charge shift differential for four (4) hours. The Hospital will pay a Certified Rehabilitation Registered Nurse (CRRN) shift differential. The CRRN differential for full-time and part-time employees shall be \$1.00 per hour. Per diems are ineligible to receive the CRRN differential. If a per diem RN with CRRN qualification changes to a full or part-time position, they shall receive the CRRN differential.

8.6 CRRN Bonus. The Hospital shall continue to pay the annual \$500 CRRN bonus to nurses who hold an active CRRN at the time the bonus is paid. The Hospital may cancel such bonus for all employees with 30 days' notice to the Association. Per diem employees are ineligible for CRRN bonuses. Notwithstanding the above, the Hospital agrees not to discontinue the CRRN bonus payments during the life of this Agreement. This exception to the Hospital's discretion to pay the CRRN bonus shall cease upon the expiration of the Agreement, unless otherwise modified.

8.7 Weekend Differential. The Hospital shall pay a weekend differential of \$4.00 per hour. Subject to existing eligibility rules, employees will receive the Weekend Differential for all hours worked between 6:00 a.m. on Saturday and 6:00 a.m. on Monday.

8.8 Preceptor Differential. Any nurse assigned as a Preceptor shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for all hours and partial hours spent precepting, up to a maximum of eighty (80) hours per nurse being precepted. This Preceptor differential will not apply to precepting of students. The Employer reserves the right to determine which nurses are assigned as Preceptors.

8.9 Extra Shift Bonus: A nurse who agrees to cover an extra shift within twelve (12) hours of the start of the extra shift will receive a bonus. The Employer shall determine the amount of the bonus depending on business need and the duration of the shift. The Employer will disclose the amount of the bonus to the nurse before the nurse agrees to cover the extra shift. An extra shift for purposes of this Section is a shift that is not a scheduled shift for the particular nurse.

Article 9 – HOLIDAYS

The Hospital's Holiday Benefits are set forth in this Article. Employees are eligible for holiday pay after 30 days of employment. An employee must be classified as a full-time 30 hour or more per week employee to receive holiday pay under this Article.

The following are recognized holidays:

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

Holidays are observed on the actual holiday.

Eligible full-time employees scheduled to work 40 hours per week will receive 8.0 hours of holiday pay for a non-worked holiday. Full-time employees regularly scheduled to work between 30-39 hours per week will receive a pro-rated amount of holiday pay for a non-worked holiday. For example, a full-time employee regularly scheduled to work 36 hours per week will receive 7.2 hours of holiday pay for a non-worked holiday.

Holiday pay for a non-worked holiday is forfeited if the employee is in an unpaid status for their full scheduled shift the day before, after or on the holiday. An employee who uses paid sick leave for their full scheduled shift the day before, after, or on the holiday is not on unpaid status.

A holiday-eligible employee who works a Company holiday may schedule in advance, with their supervisor's approval, an alternate day off within the next 30 days. Holiday pay is forfeited if the employee does not use the alternate day off within 30 days or terminates employment prior to taking the holiday.

Employees on leave of absence, excluding intermittent LOA, are not eligible for holiday pay for a non-worked holiday, unless there are regular hours paid during the holiday week, including PTO, paid sick leave, and/or hours worked.

All employees who work a holiday shall receive time and one-half for all hours worked on the holiday.

Article 10 – REST AND MEAL BREAKS

10.1 Rest Breaks. Nonexempt employees must take an uninterrupted 15-minute rest break for every four hours worked and must not have more than three consecutive hours without a paid 15-minute rest break. A rest break must be scheduled as near as possible to the mid-point of the work period. If a 15-minute rest break is interrupted, the Hospital shall schedule a full 15-minute rest break as soon as possible. An employee may not waive a paid rest break.

10.2 Meal Breaks. Nonexempt employees working more than 5 hours in a shift will be allowed a meal break of at least 30 minutes. The meal break must be taken between the second and fifth hour of

work. An additional meal break will be provided for each additional five hours of work and will be given within five hours from the end of the first meal break. Nonexempt employees who work at least three or more hours longer than the normally scheduled shift will be allowed at least one 30-minute meal break prior to or during the extra work time.

Uninterrupted meal breaks of at least 30 minutes, during which the employee is completely relieved of duty, are unpaid. An employee who is entitled to a second meal break on a shift may voluntarily waive the second meal break of the shift. The employee may rescind their waiver of the second meal break at any time.

Article 11 – LEAVES OF ABSENCE

11.1 Bereavement Leave. After completing one (1) month of regular full-time or part-time employment, eligible employees may receive time off due to a death in your immediate family. Immediate family under this policy means your parents, grandparents, brothers, sisters, spouse, domestic partner, children, grandchildren, children of domestic partner and corresponding in-law or stepfamily members.

Approved bereavement leave will be paid at the employee's regular hourly rate, up to a maximum of twenty-four (24) hours. Employees regularly scheduled 12 hours per shift shall receive a maximum of 12 hours pay per day and employees regularly scheduled for 8 hours shall receive a maximum of 8 hours pay per day. Employees may use PTO or paid sick leave for bereavement absences beyond the bereavement leave provided in Section 11.1.

11.2 Jury Duty and Court Appearances. Eligible employees may receive time off to comply with a court summons to serve as a juror or to comply with a legal subpoena to appear as a witness in a judicial proceeding.

Unless otherwise required by state law, the Hospital will pay employees who have completed one (1) month of continuous full-time employment the difference between the regular base rate of pay for all scheduled work hours not worked because of jury service, and payment, not including reimbursement by the state or federal courts, for expenses incurred as a result of jury duty, received for jury service. Payment is limited to eight (8) hours per day (including night work schedules), forty (40) hours during any single workweek, and a total of fifteen (15) days in any twelve (12) month period, unless otherwise required by state law. Any payment provided for service as a juror shall be deducted from Jury Duty pay. Travel reimbursement is not counted as Jury Service pay.

Employees are not paid for time off from work to appear in court as a witness pursuant to a subpoena or as a party to a lawsuit, unless otherwise required by state law. The Hospital will pay for time off from work to appear in court or as a witness on behalf of The Hospital.

Employees should devote as much time to your job as is practical and reasonable while serving as a juror or witness.

Employees are required to provide a copy of the official jury summons or subpoena upon receipt unless otherwise required by state law. Employees must also submit pay documentation to their supervisor.

11.3 Personal Leave. An employee who has completed ninety (90) days of continuous employment may, for legitimate reasons, request in writing an unpaid personal leave of absence of up to thirty (30) days. Such leave may not be unreasonably denied. See Section 11.12 below for Leave Extensions.

11.4 Disability Leave. An employee may request an unpaid leave or leaves of absence as an accommodation for an employee's disability. The allowance, length and terms of this leave will be governed by state and/or federal laws.

11.5 Occupational Workers' Compensation Leave. An employee may request a leave of absence for an employee's work-related injury or illness. The allowance, length and terms of this leave will be governed by state and/or federal laws, including workers' compensation laws. Such leaves shall not exceed one (1) year unless a longer period is legally required.

11.6 Pregnancy, Childbirth, or Related Medical Condition Leave. An employee may request an unpaid leave of absence for a disability due to pregnancy, childbirth or related medical conditions. The allowance, length and terms of this leave will be governed by state and/or federal laws. Such leave shall not exceed four (4) months unless a longer period is legally required.

11.7 Family and Medical Leave. An employee may request an unpaid leave for the employee's serious medical condition, for the employee to care for a child, spouse or parent with a serious medical condition, or for the birth, adoption or placement into foster care, of a child. The allowance, length and terms of this leave will be governed by state and federal law. An employee must have been employed for twelve (12) months and have worked at least twelve hundred fifty (1,250) hours in the prior twelve (12) months to be eligible. Such leave shall not exceed twelve (12) workweeks unless a longer period is legally required.

11.8 Military Leave. The Employer will grant an unpaid military leave to employees performing service in the uniformed services of the United States, regardless of the date of hire, for a period of up to five (5) years of cumulative military service. The allowance, length and terms of this leave will be governed by federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

11.9 Doctor or Authorized Medical Provider Certification. For any medical related leave, (1) the employee must provide a proper certification from a medical doctor of the need for the leave and the expected duration of the leave, before taking leave if possible; (2) the employee must provide a proper certification from a medical doctor that the employee can perform the job functions upon return from leave, before returning from leave; and (3) the employee must provide additional medical certification of the need for leave, upon the Employer's reasonable request if the need for leave is or becomes uncertain.

11.10 Benefits During Leave. No seniority or other accrual benefits (such as sick or vacation time) will accrue during a leave of absence, except if otherwise required by law and except that an employee on leave for a workplace injury will continue to accrue seniority during any such leave, for layoff or recall purposes.

11.11 Return from Leave. An employee must provide at least two (2) weeks' advanced notice of the employee's return from leave. An employee timely returning from an authorized leave of absence shall be returned to their former position, which will include their shift, classification and days off, unless a severe hardship will result to the Employer.

11.12 Leave Extensions. A leave of absence may be extended at the discretion of the Employer, but such extensions will not be precedent setting. All leaves of absence will be unpaid unless otherwise required by law.

Article 12 – PAID TIME OFF, SICK LEAVE

12.1 General. The Hospital shall provide Paid Time Off (PTO) to members of the unit to the same extent that PTO is provided to other non-represented and non-exempt employees as may be modified at the discretion of the Hospital, except as specifically set forth herein.

12.2 Purpose and Use. The Hospital provides PTO to promote the wellness and well-being for employees by enabling them to take time off from work for vacation, personal or family needs, and activities. Eligible employees will accumulate a specified amount of PTO each pay period. It is up to the employee to decide how to use their PTO. PTO may be used for any reason, including vacation, personal or family illness or other family needs, medical appointments, school or business appointments, and for all reasons allowed under any federal, state or local leave laws. PTO use will be construed and applied in accordance and in conjunction with applicable federal, state and local laws, including earned time and sick leave laws of the State of Washington and City of Tacoma.

An employee must use earned PTO for all scheduled and unscheduled full or partial day/shift absences for the full or partial day/shift absence to be excused. An employee may use PTO only to the total of scheduled hours worked in a workweek or workday.

PTO and all other paid hours and worked hours may not exceed a combined total of hours that are scheduled in a workday or workweek.

12.3 Eligibility. An employee must be classified as a full-time employee scheduled to work 30 or more hours per week, or a part-time employee scheduled to work 20 or more hours per week to be eligible for PTO. Employees who are not eligible for PTO will accrue paid sick leave to the extent required by the sick leave laws of the State of Washington and City of Tacoma.

12.4 Earning PTO. The Maximum Hours Carryover will become effective at the end of 2023.

PTO ACCRUAL			
Years of Service	PTO Rate *based on 2,080 hours		PTO Maximum Hours Carryover
Up to 5 th year anniversary	0.07694		40 hours
From 5 th year to 10 th year anniversary	0.0962		80 hours
10 th year anniversary and thereafter	0.1154		120 hours

12.4.1 When is PTO Earned? An employee begins earning PTO hours immediately following the employee's date of hire or at the beginning of the first full pay period after the employee transfers to a position that is PTO eligible.

12.4.2 Earning Basis. Earned PTO will be shown on employees' paystub each pay period. During periods of unpaid absences, employees do not earn any PTO hours.

12.4.3 Maximum Hours Carryover. The Maximum Hours Carryover is the maximum number of earned but unused PTO hours an employee may carry over to the next calendar year. Earned and unused PTO hours that exceed the Maximum Hours Carryover at 11:59 p.m. on December 31 of any given year will be cashed out in January of the next year at seventy-five per cent (75%) of the value of the PTO cashed out. An employee's Maximum Hours Carryover includes hours earned in the current year and prior years combined.

12.4.4 Using PTO. An employee may only use earned PTO hours.

12.4.5 Accounting for PTO When Used. PTO earned but unused in prior calendar years will be used before any PTO earned in the current year.

12.5 Vacation of Foreseeable Use – Request and Approval. An employee who is seeking to use PTO for an event that is foreseeable or for vacation purposes must request PTO in advance and obtain supervisory approval in accordance with PTO notice policy and procedure at the Hospital.

12.6 Unforeseeable Need for PTO – Notice. An employee who is absent due to an unforeseeable reason, such as personal illness or emergency, must notify the employee's supervisor as soon as possible in accordance with the Attendance Policy notice requirements of the Hospital.

12.7 PTO Use for All Scheduled and Unscheduled Absences. An employee must use their earned PTO for all scheduled and unscheduled full- and partial-day/shift absences (such as leaving work for illness or emergency), except where applicable law or other leaves of absence policies prohibit.

12.8 PTO Use During Leave and Flex Time. An employee may use PTO for reasons that qualify under federal, state and local laws, such as the Family and Medical Leave Act. An employee using PTO and requesting leave under FMLA, please contact the Hospital's external leave coordinator and follow benefits procedures. An employee may use PTO if the employee's shift is cancelled or work hours flexed.

12.9 Change in Status

12.9.1 From PTO-Eligible to Per Diem Status. An employee who changes status from PTO-eligible to per diem will cease earning PTO. The Hospital will pay out the employee's earned (unused) current calendar year PTO time. Any additional remaining earned PTO from prior years will be available for use if the employee changes back to a PTO-eligible status, or it will be paid out when employment ends.

12.9.2 From PTO-Eligible to Part-time (Scheduled Fewer Than 20 Hours Per Week). An employee who changes status from PTO-eligible to part-time (scheduled to work fewer than 20 hours per week) will stop earning PTO. The employee may use any PTO earned during the period the employee was PTO-eligible, or it will be paid out at the termination of employment.

12.9.3 Eligibility Change. An employee's status will be changed from PTO-eligible to non-eligible if the employee regularly work less than the required hours per pay period to maintain PTO-eligible status under this Section.

12.10 PTO Payout at Termination. The Hospital will pay an employee's earned but unused PTO upon termination of employment. PTO that has not yet been earned is not paid out upon termination unless required by state law.

Article 13 – HEALTH INSURANCE / DENTAL / LIFE / DISABILITY

13.1 Health Insurance. The Hospital will extend to eligible bargaining unit member employees the opportunity to participate in the same health and dental insurance plan(s) as it offers to its non-exempt, non-bargaining unit employees. Eligible employees who participate in the health insurance or dental plans shall pay the same premiums as non-exempt, non-bargaining unit employees. The Hospital reserves the right to change, alter, amend or eliminate benefits and health and dental insurance plan(s) and costs thereof provided any such action is consistent with changes made to non-exempt, non-bargaining unit employees in the Hospital and provided Kindred gives fourteen (14) days' notice of any change to the extent reasonably possible.

13.2 Health Savings Account. The Hospital will provide 14 days' notice of any change to medical insurance. The Hospital agrees that it will continue its \$350/\$700 per year contribution to employee HSA accounts for the term of the contract.

Article 14 – RETIREMENT 401(k)

The Hospital's 401(k) Plan shall be offered to eligible employees in the same manner and to the same extent as offered to the Hospital's non-exempt, non-bargaining unit employees. Any dispute involving the Plan shall be resolved under the Plan's dispute resolution procedure and shall be expressly excluded from the Grievance and Arbitration procedures of this Agreement. The Employer reserves the right to change, alter, amend or eliminate the 401(k) Plan provided (i) any such action is consistent with changes made to the Plan for non-exempt, non-bargaining unit employees in the facility, and (ii) the Employer provides at least fourteen (14) days' notice to the Association regarding changes in any of the benefits provided for in this Article to the extent reasonably possible.

Article 15 – GROUP LIFE INSURANCE

Employees covered by this Agreement shall be entitled to the life insurance and death and dismemberment insurance program offered by the Employer. The Employer reserves the right to change, alter, amend or eliminate its insurance plans covered by this section, including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the facility.

Article 16 – SHORT-TERM AND LONG-TERM DISABILITY INSURANCE

Employees covered by this Agreement shall be entitled to the Short-Term and Long-Term Disability Insurance Plans offered by the Employer. The Employer reserves the right to change, alter, amend or

eliminate its insurance plans covered by this section, including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the facility.

Article 17 – GENERAL PROVISIONS

17.1 Licenses. Employees shall have and maintain current licenses for their positions in accordance with the requirements of applicable law and Hospital policy. Maintenance of such licenses and provision of documentation verifying the validity and good standing of all required licenses is the responsibility of each employee and is a condition of continued employment. If an employee fails to maintain an active and current license, such employee will be immediately removed from the schedule and suspended without pay until a current license can be verified by the Hospital in a manner which complies with regulatory requirements of the appropriate State Agency responsible for applicable licenses and any other regulatory agency or jurisdiction in which the Hospital operates. Should the employee fail to provide verification of a valid license upon request or expiration within thirty (30) calendar days, employment shall be terminated. Documentation of license shall be maintained in the employee's personnel file along with other appropriate and required statements of competency such as BLS cards or department required verification.

17.2 Drug Testing. The Hospital may continue its post-offer/pre-employment drug testing, background checks, and its reasonable suspicion drug testing, which shall include circumstances involving suspected drug diversion.

17.3 Employment Bonus Programs. The Employer shall be privileged to offer sign on, refer-a-friend, extra shift; pick up shift, and other employment bonuses in its discretion. The Hospital shall offer any such bonuses in a fair and equitable manner and not engage in scheduling favoritism.

17.4 Gifts. The Employer may present employees with gifts (e.g. Holiday Turkeys) and allow them to participate in similar employee recognition programs (e.g., years of service award programs). Any such gifts, awards, recognition programs do not constitute a binding practice upon the Employer and may be discontinued by the Employer at its discretion.

17.5 Physical Exam. It is and shall continue to be the practice and policy of the Employer with respect to new employees to require a pre-employment physical examination.

17.6 Savings Clause / Separability. If any provision of this Agreement or the application of such provision to any person or circumstances is ruled contrary to law by any Federal or State court or any other duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

17.7 Privacy Laws. The Association and all Shop Stewards agree not to violate HIPAA, and all other laws pertaining to the privacy of patient confidential/medical information and access to medical records. Any questions about HIPAA obligations must be brought to the CCO or CEO in advance.

17.8 Off-the-Clock Work Shifts. Employees shall not be disciplined or retaliated against for accurately recording all time worked, in compliance with this section, even in the event that work is performed before or after a scheduled shift or during a scheduled meal period. Employees may not work "off-the-clock" (without clocking in at the time clock or using another accepted form of recording time).

Prohibited “off-the-clock” work includes working prior to a shift without clocking in, working following a shift after clocking out, and working on an unpaid basis during a meal period. Employees who do not comply with this section will be subject to progressive discipline. Should an Employee be required to perform work before or after a shift or during a meal or break period, they shall notify a supervisor, manager or the CCO that their assistance is required and obtain approval to perform such work.

17.9 Attendance and Punctuality Policy. The Hospital may apply its Attendance and Punctuality Policy, consistent with the Policies and Procedures, Discipline and Discharge (including, without limitation, the Just Cause and Progressive Discipline provisions of that Agreement), Grievance Procedure and Arbitration Articles, and any other applicable portions in this Agreement. The parties agree that Employees who call off work unexpectedly can cause significant staffing problems.

17.10 Customer Service / Patient Service Initiatives. Employees shall participate in any reasonable customer service or patient/family service initiatives of the Employer, work time permitting. The Employer will review these initiatives with the Association upon written request.

Article 18 – NURSING EDUCATION

18.1 Orientation. The objectives of orientation shall be to familiarize new personnel with the objectives and philosophy of the Hospital and nursing service, to orient new personnel to Hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in their job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work. Through the nursing Conference Committee, suggestions for additions, modifications and deletions or orientation content may be discussed.

18.2 Staff Development. A structured staff development program will be developed by the Employer. When attendance is mandatory, the program will be made available to all shifts. When attendance is voluntary, the Employer, when feasible, will attempt to make the program available to all shifts. If attendance on off-duty hours is required, a nurse shall be paid at the regular rate of pay (including shift differential) or overtime rate, when applicable. The functions of staff development shall be:

- a. to promote safe and intelligent nursing care of patients;
- b. to train nursing personnel regarding Hospital procedures, safety policies/plans, and equipment;
- c. to develop staff potential;
- d. to familiarize current medical/nursing care trends related to rehabilitation.
- e. As part of the staff development program, the Employer will provide CPR Certification at the Employer’s expense.

All programs will be posted in the appropriate locations in advance. For eligible programs, the Employer may apply for continuing education units (CEU) credits.

18.2.1 Required Education. Nurses attending required education that results in a reduced workweek may make up the hours in the same pay period (if prearranged and with

manager approval, and it does not create an overtime or premium pay situations), take low census, or use PTO to fulfill their FTE.

18.3 Tuition Reimbursement. The Employer will provide nurses covered by this Agreement with its Tuition Reimbursement Program as may be modified by the employer.

18.4 Employer Meetings. Nurses shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. RNs will be paid a minimum of two (2) hours when coming to the Hospital for mandatory meetings on a scheduled day off.

Article 19 – REPRESENTATION RIGHTS

The following holding of the U.S. Supreme Court in *NLRB v. Weingarten, Inc.*, shall apply to investigatory interviews conducted by the employer that an employee, upon their request is entitled to have an Association representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of an Association representative (Association organizer or Association Representative) is conditioned upon a requirement that the Association representative be available for participation in such investigatory interview as soon as possible but within seventy-two hours, excluding Saturday, Sunday, and Holidays, of the employee's request for their presence. The parties may mutually agree to extend the 24-hour period to not longer than 72 hours in matters that do not involve an investigatory or disciplinary suspension.

Representation Rules/Statement:

“I request to have an Association representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have an Association representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline.”

Rule 1: The employee must make a clear request for Association representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Association representative arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for Association representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

Article 20 – GRIEVANCE PROCEDURE

20.1 Purpose. The purpose of this procedure is to encourage the prompt settlement of grievances that may arise between the parties. Nothing in the grievance procedure shall prevent both parties from informally conferring on issues relating to a pending grievance.

20.2 Definition. A grievance is hereby defined as an alleged breach of the provisions of this Agreement.

20.3 Grievance Timelines. All grievances must be initiated within twenty-one (21) calendar days after the alleged violation has occurred, or within twenty-one (21) days after the grievant or the Association reasonably should have known unless otherwise agreed to by the parties in writing. Any grievance upon which a disposition is not made by the Hospital within 14 days shall automatically go to the next step in the grievance process unless the parties have mutually agreed to extend the time. If the Hospital has rendered a timely disposition to grievance and it has not been referred to the next step within fourteen (14) calendar days from receipt of an answer, it shall be deemed closed based upon the last answer.

In the case of an alleged grievance which affects the Bargaining Unit as a whole or in a case where the alleged grievance results from an action above the level of the Manager, by mutual agreement, the grievance may be filed at the appropriate level of the Grievance Procedure.

The parties may by mutual written consent extend any of the time limits provided in this Article. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretations of any of the provisions of this Agreement.

20.4 Procedure.

Step 1. The Employee or the Association shall reduce the grievance to writing on a standard grievance form and submit it to the Nurse Manager. Within fourteen (14) calendar days of the initiation of the grievance, a meeting shall be held between the Employee, WSNA Nurse Representative, and/or the WSNA Local Unit Officer and the employee's Manager or designee to discuss the alleged grievance. The Manager shall notify the Employee and the Association of their decision in writing within fourteen (14) calendar days following the meeting.

Step 2. If no satisfactory settlement is reached, then within fourteen (14) calendar days of receipt of the written decision of the Manager at Step 1, or if there is no decision within the time frame above, the Association may appeal the grievance.

A meeting will be held within fourteen (14) calendar days between the employee, the WSNA Nurse Representative and/or the WSNA Local Unit Officer if desired, and the Chief Clinical Officer (CCO), or their designee. The CCO or designee shall notify the employee and the Association of their decision in writing within fourteen (14) calendar days after the conclusion of the meeting. If no decision is received by the Employee and the Association, the grievance automatically goes to Step 3.

Step 3. If no satisfactory settlement is reached at Step 2, the grievance may be appealed to the Hospital CEO, or designee, within fourteen (14) calendar days after receiving the decision of the CCO at Step 2. A meeting will be held with the Hospital CEO, or designee, the employee, the WSNA Nurse Representative and/or the WSNA Local Unit Officer within fourteen (14)

calendar days. The Hospital CEO, or designee, shall answer the employee in writing with a copy to the Association office within fourteen (14) calendar days after the conclusion of the meeting. The decision of the Hospital CEO shall be final and binding unless the Association exercises its right to appeal the grievance to arbitration.

20.5 Arbitration. If no satisfactory settlement is reached at Step 3, then within thirty (30) calendar days after the written decision of the Hospital CEO, or designee, at Step 3 is issued (including by email or fax), the Association may submit the grievance to an arbitrator selected under the procedure of the Federal Mediation and Conciliation Service. The party submitting the case to arbitration shall pay the filing fee. The parties may mutually agree on an Arbitrator prior to filing for arbitration through FMCA.

The parties agree that the decision of the arbitrator is final and binding on all of the parties. The expenses of the arbitrator shall be shared equally between the Association and the Hospital. Each party shall make arrangements for and pay for the expenses of witnesses, which are called by them. The powers of the arbitrator are limited as follows:

1. The arbitrator shall have no power to add or subtract or modify any of the terms of this Agreement or any supplementary agreement. In the event the Arbitrator finds a breach of the Agreement, the parties may ask that the arbitrator specifically state the provision violated and the evidentiary grounds supporting their decision.
2. The arbitrator shall have no power to establish wage scale rates on new or changed jobs.

20.6 Back Wages Remedy. Recognizing that the parties and employees have an obligation to police the Agreement, the Hospital shall not be required to pay back wages for more than 6 months prior to the date a grievance is filed or the date of an Association request to extend the grievance filing period whichever is earlier.

20.7 Mediation. The Parties may agree to use mediation in an attempt to resolve the grievance. Agreement must be mutual and in writing.

Article 21 – SUCCESSORSHIP

If the Hospital is sold or operations are otherwise transferred to another employer, the Hospital agrees to notify the Association in writing at least sixty (60) days prior to the effective date. Upon written request of the Association, the Hospital will meet with the Association to engage in good faith bargaining over the impact of such changes. This will not delay the date of sale or transfer unless mutually agreed upon by the Hospital and the Association.

Prior to the sale or transfer, the Hospital shall inform the prospective acquiring entity of the existence of the CBA; shall provide a copy of it to the acquiring entity; and shall require as a condition of sale that the acquiring entity hire the majority of then-current bargaining unit employees of the Hospital (provided that the employees are qualified for the job(s)) and recognize the Association as the exclusive collective bargaining agent of the currently represented employee(s)/employee classifications.

Employees whose employment is terminated as a result of any sale, closure, or transfer shall be assisted in transferring to any other Kindred facilities, consistent with current practice, and receive payment for one hundred percent (100%) of all accrued and vested, but unused, PTO. Employees who remain employed at

any Kindred facility after a sale, closure or transfer of operations shall be eligible to transfer one hundred percent (100%) of their PTO balance.

Article 22 – CONFERENCE COMMITTEE

A standing Labor Management Committee consisting of no more than two (2) members of management and three (3) bargaining unit members designated by the Association shall meet upon the request of either party for the purpose of discussing matters of mutual interest and concern. There shall be two (2) Co-Chairs of the Committee; one each from management and the Bargaining Unit. An Association Representative and Human Resources or Labor Relations representative may attend these meetings. Agendas for such meetings shall be exchanged one week prior to the scheduled meeting. The meetings shall occur no less than quarterly. The Hospital will compensate the three (3) bargaining unit members for time spent in the above-referenced meetings up to a maximum of one (1) hour base pay. The parties shall work cooperatively to schedule meetings at mutually convenient times. The review of ADO forms may be an agenda item at the request of either party.

Article 23 – NURSE STAFFING COMMITTEE

The Hospital shall maintain a Nurse staffing Committee (NSC) to comply with the provisions of RCW 70.41, *et seq.*, and its successors.

23.1 NSC Membership. The NSC shall be composed of no fewer than 4 members and not more than 6 members, as mutually agreed upon by the parties and as may be modified from time to time (i.e., either 4 or 6). At least one-half of the NSC membership shall be RNs who provide direct patient care selected by WSNA and the second one-half of the NSC membership shall be selected by Hospital Administration. The WSNA Nurse Representative may attend meetings of the NSC.

23.2 NSC Membership Compensation. RNs who participate as NSC members shall receive their regular rate of pay for time spent in the NSC meetings. RNs who participate in the NSC meetings shall be relieved of all other duties during the NSC meetings.

23.3 NSC Development of Annual Staffing Plan. The NSC shall develop the Hospital's Annual Staffing Plan. If the Annual Staffing Plan by the NSC is not adopted by the Hospital, the Hospital CEO shall provide a written explanation of why the Annual Staffing Plan was not adopted and take other actions relative to a modified Annual Staffing Plan provided for in RCW 70.41, *et seq.* The Hospital shall submit its Annual Staffing Plan to the State and shall provide a copy to the Association upon request. The NSC shall provide a semi-annual review of the Annual Staffing Plan. Review of mid-year changes.

23.4 NSC/Grievance and Arbitration Provisions. This Article regarding the NSC shall be exempted from the Grievance and Arbitration provisions of this Agreement except for any alleged violation relating to payment of wages to NSC RN members. The Association is encouraged to discuss alleged violations with the Hospital for remedy outside of the Grievance and Arbitration provisions of this Agreement for mutual resolution.

23.5 Employee Complaint Procedure. The NSC shall establish procedure to receive and investigate employee complaints relative to the Hospital's Annual Staffing Plan consistent with the requirements of RCW 70.41, *et seq.* Employees who submit complaints shall not be subject to retaliation.

23.6 Future State Law Modifications. To the extent State law is modified to lessen the Hospital's requirements relative to the NSC, such modifications shall become part of this Agreement.

Article 24 – NO STRIKE

24.1 General. While this Agreement is in effect, the Hospital agrees that there shall be no lockouts, and the Association and the Employees agree that there shall be no strikes, work stoppages or slowdowns of any kind, including, without limitation, sympathy strikes, unfair labor practice strikes, sit-downs, slowdowns, stoppages of work, boycotts, picketing, mass sick-outs, leafleting, concerted refusal to work overtime or pick up additional work shifts, or any other direct or indirect interference with the operation of the Hospital or the care of the residents. The Association and members of the bargaining unit also agree not to take any action ratifying, condoning or otherwise encouraging the above-referenced prohibited actions.

24.2 Statement of Purpose. In the event that there is a breach of the foregoing provisions, the Hospital need not resort to the grievance and arbitration provisions of this Agreement, but may pursue any legal remedy available to it at law or equity. If there is any violation of the foregoing provisions, the Hospital may take disciplinary action, up to and including discharge, subject to the grievance and arbitration provisions of this Agreement. In such event, the Arbitrator shall be limited solely to the question of whether or not the disciplined employee in fact instigated, participated in or gave leadership to any prohibited activity. If the Arbitrator answers such question in the affirmative, the Arbitrator shall have no authority to modify the disciplinary action.

Article 25 – SAFETY PROMOTION & WORKPLACE VIOLENCE PREVENTION

25.1 Workplace Violence Prevention Plan. The Hospital is committed to providing its employees with a nonviolent workplace and will not tolerate workplace violence. To support this commitment, the Hospital will maintain a Workplace Violence Prevention Plan that includes the elements of Risk Assessment and Analysis, Risk Reduction Strategies, Incident Response Procedures and Periodic Review of the Plan. This Plan will include posted signs in prominent areas regarding the Hospital's stance on aggressive behavior. The Safety Committee may provide input to Hospital regarding the implementation and impact of the Plan.

25.2 Risk Reduction Training. The Employer will provide annual training on de-escalation as a specific Risk Reduction Strategy. This training will be provided as needed to facilitate attendance for nurses on all shifts; nurses who attend this training will be paid for the time spent attending the training.

25.3 Incident Response Procedures. As part of its Incident Response Procedures, the Employer will provide appropriate equipment for emergencies, including evacuation sleds in stairwells.

Article 26 – DISCIPLINE AND DISCHARGE

26.1 Just Cause. Except during an employee's probationary period, the Employer shall only discipline or terminate an employee for just cause. Any discipline or discharge shall be subject to the grievance and arbitration procedure in this Agreement or legal remedies, if appropriate.

26.2 Progressive Discipline. Except for cases of serious misconduct or serious job performance deficiencies, which may result in immediate separation of employment, the Employer shall take a performance improvement and progressive corrective action approach. Progressive discipline steps include coaching, verbal counseling, written WSNA counseling and/or warning, final written warning or warnings, disciplinary suspension without pay, and termination of employment.

26.3 Investigatory Suspension. Employees shall be paid while on investigatory suspension for the employees' scheduled hours, including any differentials that would have applied if the employee had worked such scheduled hours.

26.4 Written Disciplinary Action. A written warning or other disciplinary notice is a document designated as such by the Hospital. An employee who receives a written warning or other disciplinary notice shall be given a copy of the document and may be asked to sign a receipt to acknowledge having received the document. Acknowledging receipt of the document shall not constitute an admission of the employee's agreement with the substance of the warning or other disciplinary notice.

26.5 Disciplinary Notices, Rebuttal, and Inspection of Personnel File. There shall be one official personnel file for each bargaining unit Employee. The Employee shall have the right to inspect and to be provided, on request, with a copy of any employee signed document in the employee's own file.

Employees will receive copies of all disciplinary notices placed in their personnel file and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.

In any case where the Employer and the Association agree to revise personnel record material, the Employer shall, upon request, provide evidence of such revision.

Use of Disciplinary Documents. No disciplinary documentation shall be utilized for progressive discipline beyond 12 months of its issuance, provided no further occurrence of the same nature has taken place within that time, in which case the 12-month period will start over. In the case of a final written warning or disciplinary suspension for patient care issues, disciplinary documentation shall not be utilized for progressive discipline beyond 24 months of its issuance, provided no further occurrence of the same nature has taken place within that time frame, in which case the 24-month period will start over.

26.6 Patient Care Complaints. In cases involving patient care, the Hospital may issue discipline if the Hospital had a reasonable and good faith belief after a thorough investigation which included a fair opportunity for the employee to tell their side of the story, that the alleged actions or failure to act occurred. The Employer agrees to submit to the Association the substantive results pertaining to the employee against whom discipline has been issued, of any investigation conducted by (i) the Hospital or (ii) the State of Washington Department of Health on the incident in dispute.

The following factors will apply in determining whether the Employer's belief was reasonable and in good faith: (1) the strength of the Employer's investigation; (2) the strength of the evidence supporting the allegation; (3) the employee's work history; (4) the patient's complaint history; (5) the patient's cognitive ability; (6) physical evidence, if any; and (7) other such factors traditionally reviewed in disciplinary cases.

Employees have an affirmative duty to honestly cooperate in Employer investigations relating to employee conduct and patient care issues. Employees have an affirmative duty to report suspected patient abuse or violation of resident rights.

The Employer and the Association agree that, absent exceptional circumstances, patients should not be compelled to be involved in the Grievance and Arbitration process. Therefore, the parties agree that the arbitrator shall decide whether to admit into evidence any statements received from patients who do not appear as witnesses at the arbitration (the arbitrator may also decide whether to admit statements from

non-testifying family members and visitors). The Arbitrator shall also determine the appropriate weight to be given in the event of the failure of any patient, visitor, or family member to testify at arbitration, subject to cross-examination. The parties further agree that the arbitrator may allow patients, visitors, or family members to testify telephonically, subject to cross-examination, in cases where such persons are ready, willing and able to do so. The Arbitrator shall determine the weight of the Association's lack of access to interview and/or to cross-examine the Hospital's witness(es), if the Association lacks such access.

Article 27 – WASHINGTON CARES FUND

Washington Cares Fund contributions will be funded by Employee wage deductions. Currently, contributions are expected to begin July 1, 2023, unless Employees obtain an exception.

Article 28 – DURATION

Except as otherwise expressly provided herein, this Agreement shall become effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2025 and shall automatically be renewed from year to year thereafter unless written notice is given by either party to the other, by registered or certified mail, at least ninety (90) days prior to the expiration date, that termination or modification of this Agreement is desired.

WASHINGTON STATE NURSES ASSOCIATION


Anna Pyfrom, RN

Jana Purdy, RN

Brenda Balogh, RN, Nurse Representative

Pamela Devi Chandran, WSNA Labor
Counsel

CHI FRANCISCAN REHABILITATION HOSPITAL



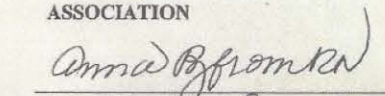
Greg Jackson, CEO

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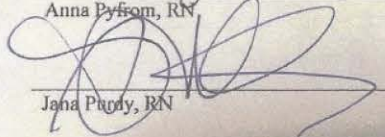
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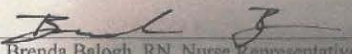
WASHINGTON STATE NURSES ASSOCIATION



Anna Pyfrom, RN



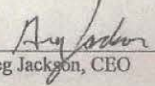
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Counsel

CHI FRANCISCAN REHABILITATION HOSPITAL



Greg Jackson, CEO

Name

Name

Name