

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
RENAL CARE GROUP, INC.  
AND  
WASHINGTON STATE NURSES ASSOCIATION  
EFFECTIVE  
June 21, 2022 - October 21, 2025

## **PREAMBLE**

This Agreement (the "Agreement") is made by and between Renal Care Group, Inc. and the Washington State Nurses Association.

## **ARTICLE 1 - RECOGNITION**

Renal Care Group, Inc. (hereinafter referred to as the "Employer" or the "Company") recognizes the Washington State Nurses Association (hereinafter referred to as the "Association") as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment of its In-Center and Acute Registered Nurses (hereinafter referred to as either "employees" or "nurses") at the locations in Appendix A of this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**Section 1:** Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the execution of this or any other previous agreement with the Association. The sole and exclusive rights of management unless otherwise abridged by this Agreement shall include, but are not limited to, its right to establish, continue, discontinue, or change policies, practices and procedures for the conduct of the business; the right to determine and from time to time re-determine the number, location and types of its facilities or operations, as well as the methods, processes, equipment and materials to be utilized; to regulate the quality and quantity of work of its employees; to discontinue temporarily or permanently and either in whole or in part, the conduct of its business, its processes or operations; to contract out or subcontract work; to elect to perform such business or operations through subcontractors or otherwise in accordance with the terms of this Agreement; to relocate or transfer work among the Employer's facilities necessitated by regulatory requirements; to determine and from time to time re-determine the number of hours per

day or per week that operations shall be carried on; to select and to determine the number and types of employees required for the positions at the facility, to staff shifts and to perform tasks; to assign and reassign work to such employees in accordance with the requirements determined by management; to determine and from time to time re-determine qualifications for positions and whether an employee assigned or to be assigned to a position meets the qualifications of the position; to establish and modify work schedules, work assignments, and production standards; to establish and modify the starting and quitting times and the breaks and meal times for employees; to establish and modify job classifications; to determine the equipment to be utilized in its operations; to transfer, promote, or demote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other business reasons; to enact, modify and enforce reasonable work rules applicable to the maintenance of the business; to enact, modify and enforce reasonable safety rules including, but not limited to, drug and alcohol or substance abuse policies and procedures subject to the just cause provision of this Agreement; to suspend, discharge, or otherwise discipline employees for just cause; and otherwise to take such measures as management may determine to be necessary or appropriate for the orderly, efficient and/or productive operations of the business.

**Section 2:** All rights heretofore exercised by the Employer or inherent in the Employer's rights and not expressly contracted away by the specific provisions of this Agreement are retained solely by the Employer. The failure of the Employer to exercise any function, power, or right reserved or retained by it, or the exercise of any power, function or right in a particular manner, shall not be deemed a waiver of the right of the Employer to exercise such power, function, authority, or right, or preclude the Employer from exercising the same in some manner so long as it does not conflict with an express provision of this Agreement, or the National Labor Relations Act.

**Section 3:** The Association recognizes that the Company may introduce a revision in the method or methods of operation which will produce a revision in job duties or functions and a reduction in personnel. The Association agrees that nothing in

this Agreement shall prevent the implementation of any program the Company may implement whether or not the implementation of such program results in a reduction of the work force.

**Section 4:** The parties agree to cooperate with each other to attain and maintain full efficiency and maximum patient care.

### **ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION**

**Section 1: Membership.** All nurses working under this Agreement shall become members of the Association, agency fee payers or religious objectors as a condition of employment for the life of the Agreement. Nurses may not be required to join the Association as a condition of employment but within thirty-one (31) days from the date of hire or 31 days within ratification, nurses shall pay to the Association an amount of money equivalent to the regular Association dues or an agency fee. Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Association as a condition of employment. Such nurse shall, in lieu of dues, pay sums equal to dues to a nonreligious charity or to another charitable organization mutually agreed upon by the nurse and the Association. A religious objection must be declared in writing to both the Association and the Company's Director of Operations. Any nurse exercising their right of religious objection must provide the Association with documentation of payments made to the agreed upon charitable organization or be considered in violation of the Membership provision in this Article. The Association will accept the receipts as Association dues. Failure to comply with the conditions outlined above shall, upon the written request of the Association, result in the discharge of the nurse. The requirement to join the Association and remain a member in good standing shall be satisfied by the payment of regular dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit. The Association shall notify the Employer in writing of the failure of any nurse to become or remain a member in good standing in violation of this Article.

No request for termination shall be made by the Association until at least fourteen (14) days after the sending of the aforementioned notice.

**Section 2: Dues Deduction.** During the term of this Agreement, the Employer shall deduct Association dues from the pay of each member of the Association. Deductions will be promptly transmitted each month to the Association. A deduction roster will be transmitted to the Association in an Excel spreadsheet attached to an email and will include the employee's name, employee identification number and deduction amount. Upon transmission of dues deductions to the Association and the deduction roster, the Employer's responsibility shall cease with respect to such deduction. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of complying with this Article.

**Section 3: Roster.** The Employer shall furnish to the Union a roster of all bargaining unit employees on a quarterly basis, which shall include employee name, job classification, employment status, full-time equivalent (FTE) level, department, work location, hourly rate, hire date (new hire date as appropriate), termination date (as appropriate), date entered Union, status change date, home address, telephone number, personal email (if given to the Employer), and last four digits of the Social Security number. The Union shall 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 sharing an employee's Social Security number with the Union.

#### **ARTICLE 4 - UNION VISITATION AND BULLETIN BOARDS**

**Section 1:** No employee shall engage in any union activity (including but not limited to solicitation and/or the distribution of literature) during his or her work time, during the work time of the intended recipient or the solicitation or distribution or in work areas.

**Section 2: Union Visitation.** The Association in full consideration of quality patient

care agrees that the Association representative, with reasonable notification to the Employer (but no less than twenty-four [24] hours of notice to the Employer), shall have access at reasonable times to those areas of the Employer's premises for the purpose of investigating grievances and contract compliance. An Association representative shall not have access to employee lounges, employee break rooms or patient care areas unless advance approval has been obtained from the Director of Operations or designee. Union access to the Employer's premises shall be subject to the same general rules applicable to the general public and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operations of the Employer.

**Section 3: Bulletin Boards.** The Employer shall furnish a bulletin board at each covered clinic for the use of the Union for the posting of official notices or bulletins concerning official Union business only. Copies of all such notices, before they are posted, shall be submitted to the Director of Operations or designee at least twenty-four (24) hours prior to posting. No notice, bulletin or other writing posted by or on behalf of the Union on its designated bulletin board will contain anything that is religious, ethnic or racial, or that is profane or obscene, or that is defamatory toward or disparaging of the Employer, its services, or any of its officers, managers, supervisors, employees, affiliates, or patients. Any Union notices not in compliance with this Section will be removed by the Employer.

## **ARTICLE 5 - UNIT REPRESENTATIVES**

The Employer agrees the Association may establish unit representatives for the purpose of administering the terms of the Agreement. The Employer shall receive from the Association the names of its delegated unit representatives. Unless otherwise agreed to by the Employer, the investigation of grievances and other Association business shall be conducted only during non- work time (e.g., rest breaks, lunch periods and before and after shifts), of both the unit representatives and the individual employee and shall not interfere with the work of other employees. There shall be a maximum of two (2) unit representatives per covered clinic of the Employer but if both are on the same shift, only

one unit representative shall be permitted to perform Association duties as described herein, at one time.

#### **ARTICLE 6 - NEW HIRE ORIENTATION**

**Section 1:** The Employer agrees that new employees covered by this Agreement shall be advised of the WSNA's representational status. Union representatives may provide new hires in the bargaining unit a copy of the Agreement during non-work time, to include rest breaks, lunch periods and before and after shifts.

**Section 2:** One (1) WSNA Nurse Representative, after written notice of their selection, will be provided with a list of new hires within ten (10) days of orientation for the purpose of introduction to the WSNA. This list will include name, shift and contact information.

#### **ARTICLE 7 - NON-DISCRIMINATION**

The Employer and the Association agree not to discriminate against any employee covered by this Agreement with respect to terms and conditions of employment due to such employee's race, color, religion, gender, national origin, age, sexual orientation, marital status, genetic information, veteran status or disability, consistent with applicable federal, state and local law.

#### **ARTICLE 8 - 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 Paid Time Off without prior approval or unverified sick leave. Failure to give notice shall result in loss of accrued Paid Time Off. The Employer will give consideration to situations that would make such notice by the nurse impossible.

## ARTICLE 9 - EMPLOYEE STATUS

### Section 1: Types of Employees.

- A. Regular Full-Time - A regular full-time employee is an employee regularly scheduled to work between thirty (30) to forty (40) hours per work week.
- B. Regular Part-Time - A regular part-time employee is an employee regularly scheduled to work less than thirty (30) hours per work week.
- C. Casual or Temporary A casual or temporary employee is an employee who is hired for a definite limited period of time, of no more than six (6) months other than agency or internal travel department staff. Any extensions of this six (6) month time period will be discussed with the Association first. Temporary or casual employees may be used on a full-time basis provided they do not displace a bargaining unit employee.
- D. Per Diem-A per diem employee is an employee hired to work without a regular schedule during a period when additional work of any nature requires a temporarily augmented work force, or in the event of emergency, or to relieve regular full-time or part-time employees due to illness, vacation, absence, etc. A per diem employee may also work on an "on call" or "as needed" basis.

**Section 2:** Casual or temporary employees are not part of the bargaining unit covered by this Agreement and, therefore, do not accrue seniority, are not entitled to fringe benefits, and are not entitled to utilize the Grievance and Arbitration procedures set forth in this Agreement.

**Section 3:** Per diem employees do not accrue seniority and are not entitled to fringe benefits.

**Section 4:** The Employer, in its discretion, may require a casual or temporary employee to work through some or all of the probationary period before becoming part of the bargaining unit as a regular full-time or regular part-time employee in the event that such employee has his/her regularly scheduled work hours increased to



within the definitions of regular full-time or regular part-time employee.

#### **ARTICLE 10 - PERSONNEL FILES**

Employees shall have access to their personnel files during normal business hours. Such file may be reviewed by an employee with a member of management present. Employees shall have the right to review and provide rebuttal documentation to any written evaluation or discipline in the personnel file and the rebuttal documentation will be kept in the personnel file.

#### **ARTICLE 11 - POSTING OF SCHEDULES**

The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post monthly work schedules fourteen (14) days immediately preceding the effective date of the schedule.

#### **ARTICLE 12 - PROBATIONARY PERIOD**

**Section 1:** The initial ninety (90) calendar days of a new employee's employment shall be considered to be a probationary period. The Employer may, in its discretion, extend the probationary period up to another ninety (90) days, the conditions of which shall be specified in writing, to more fully evaluate and employee's performance.

**Section 2:** During an employee's probationary period, or as extended, the employee may be disciplined or terminated from employment with or without cause, at the sole discretion of the Employer. Any discipline or termination from employment occurring within or at the end of such probationary period shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement

**Section 3:** Probationary employees who are retained by the Employer after the end of their probationary period shall be credited with their most recent date of hire by the Employer for the purpose of determining their seniority and eligibility for those

contractual benefits that are based upon length of service with the Employer. An employee or the Association, on behalf of an employee, may only utilize the Grievance and Arbitration provisions of this Agreement after an employee has successfully completed the probationary period (inclusive of any extensions).

**Section 4:** If an employee is promoted to another bargaining unit position, the Employer shall have ninety (90) calendar days from the date of the promotion or the completion of any job training program, to judge the competency of the employee. During or at the end of this ninety (90) day period, the Employer may, in its sole discretion, return the employee to the position previously held by the employee at the employee's previous rate of pay. The return to the previous position/rate of pay shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

**Section 1: Meal and Rest Periods.** Bargaining unit employees will be subject to the Employer's Meal and Rest Break Policies and Forms (attached as Appendix B) except that bargaining unit employees will be entitled to a fifteen (15) minute rest break for each four (4) hours of working time, which must be taken no later than the end of the third (3rd) consecutive working hour. However, any missed rest break premium payments will be calculated in accordance with the Company's policies and Washington state law. Such premium payment calculations will be based on ten (10) minute rest break periods (not fifteen (15) minute rest break periods).

**Section 2: Work Week.** The work week will consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:00 midnight Sunday and ending at 11:59 p.m. Saturday. The weekend starts on 12:00 midnight Saturday and ends 11:59 p.m. Sunday.

**Section 3:** There shall be no guaranteed hours of work.

**Section 4: Overtime.** Overtime shall be compensated for at the rate of one and one-half ( 1½ ) times the regular rate of pay for all time worked after forty (40) hours in a work

week.

**Section 5:** There shall be no duplication of overtime for the same hours worked under any of the provisions of the Agreement, and to the extent that hours are compensated for at overtime under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.

**Section 6:** Management will make reasonable efforts to reduce the number of Saturdays worked by employees and will assign weekend days on an equitable basis among the employees. Employees may not be scheduled to work more often than every other weekend unless mutually agreed, or the needs of the business dictate otherwise.

**Section 7: Call Shifts.** For inpatient nurses subject to call, management will try to assign shifts on an equitable basis based on the available staff's skills and ability (as determined by management).

## **ARTICLE 14 - WAGES AND OTHER COMPENSATION**

**Section 1:** Effective the first regular payroll period following ratification, all then current nurses shall receive a 2.0% wage increase.

One Time Market Adjustment: Effective the first regular payroll period following January 15, 2023, all then current nurses shall receive a 2.0% wage increase.

Effective the first regular payroll period following October 21, 2023, all then current nurses shall receive a 2.5% wage increase.

Effective the first regular payroll period following October 21, 2024, all then current nurses shall receive a 2.5% wage increase.

**Section 2: Float Premium.** Nurses who float to another clinic shall receive a 15% pay differential for all hours worked while floating to another clinic. Float pay applies exclusively to nurses who regularly work at one specific clinic but occasionally float to

different clinics. Float pay does not apply to inpatient nurses.

**Section 3: Preceptor Premium.** Nurses who work as preceptors shall receive an extra \$2.002/hour while performing preceptor duties.

**Section 4: Weekend Differential.** Nurses who work weekend shifts shall receive a 10% pay differential for all hours worked on a weekend shift.

**Section 5: Shift Differential.** Nurses who work evening shifts (between 5:00 p.m. and 11:00 p.m.) will receive a differential paid at 7% of the base rate consistent with the Company's Evening and Night Differential Pay policies and procedures.

Nurses who work night shifts (between 11:00 p.m. and 7:00 a.m.) will receive a differential paid at 10% of the base rate consistent with the Company.

**Section 6: Inpatient nurses only.** Inpatient nurses who are on call shall receive \$4.00 per hour for all on call hours.

**Section 7: Inpatient nurses only.** When Inpatient nurses are designated as charge nurses and perform charge duties, they shall receive a 5% pay differential for all hours worked performing charge duties.

**Section 8: Rest Between Shifts.**

8.1 Employees will not be scheduled for work with less than eleven (11) hours between shifts. All time worked within the eleven (11) hour rest period and continuing until the completion of the shift will receive a their regular rate of pay plus differential paid at fifty percent (50%) of the employee's regular rate of pay.

8.2 This Section shall not apply to on-call, callback, in-service education offerings, committee meetings or staff meetings.

**Section 9: Report Pay.**

9.1 Employees who report for work as scheduled unless otherwise

notified in advance and have been released from duty by the Employer because of low census shall receive a minimum of three (3) hours of work at the regular rate of pay.

9.2 Where the Employer has left a message on the employee's phone (documented attempts will be recorded) at least one and one-half ( 1½ ) hours prior to the shift start time advising the employee not to report for work, such communication shall constitute receipt of notice not to report for work and this Section shall not apply.

9.3 It shall be the responsibility of each employee to notify the Employer of his or her current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

9.4 Except as otherwise provided herein, employees shall not be paid for time not worked.

9.5 This Section shall not apply to attendance at mandatory department meetings.

**Section 10:** No employee will have their wages reduced as a result of this Agreement.

**Section 11:** An existing Nurse's hourly rate shall not be less than newly hired Nurses with comparable or less experience.

**Section 12:** Effective the first regular payroll period following ratification, all bargaining unit employees who are employed as of the date of ratification shall receive a one-time, lump sum bonus payment of one thousand six hundred dollars (\$1,600.00), less applicable payroll taxes and withholdings required by law. Such bonus payment will be prorated to each bargaining unit employee's standard regular hours.

## ARTICLE 15 - INSURANCE PROGRAM

**Section 1: Benefits Plans.** Employees who work thirty (30) hours or more per week are eligible for medical, dental and vision insurance benefits. Cost sharing for these plans will depend on the selected option and the employee's FTE status. Employees can enroll in the benefit plans on the first of the month following thirty (30) days of active employment in a benefit eligible position.

**Section 2: Workers' Compensation.** The Employer shall provide Workers' Compensation insurance for all employees as required by law.

**Section 3: Unemployment Compensation.** The Employer shall provide Unemployment Compensation insurance for all employees as required by law.

**Section 4: Life Insurance.** A life insurance plan will be provided to all eligible employees. Eligibility requirements shall be defined in the plan documents. Employees will be notified in advance of open enrollment dates.

**Section 5: 401(k).** The Employer will provide a 401(k) plan for its employees. Eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan document.

**Section 6: Plan Changes.** Participation in the Employer's Benefit Plan, Retirement Plan and any other benefits set forth in this Article shall be subject to the plan's specific eligibility requirements. In the even the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will notify the Association in writing 30 days prior to implementation and will answer any questions the Association may have in response to receiving the plan changes.

## ARTICLE 16 - PTO, HOLIDAYS AND SICK LEAVE

**Section 1: Paid Time Off.** Bargaining unit employees will continue to receive Paid Time Off ("PTO") benefits based on the Employer's established PTO policies and procedures as they may be amended or modified at the Employer's sole discretion. Bargaining unit employees will be subject to the same PTO policies and procedures as all other employees.

**Section 2: Holidays.** Observance and pay for holidays will be determined by varying business and operational needs. Bargaining unit employees will receive the same holidays as all other employees and will be subject to the same holiday policies as they may be amended or modified at the Employer's discretion. The following six holidays are recognized by the Company: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Section 3: Sick Leave.** All bargaining unit employees will continue to receive paid sick and extended sick leave based on the Employer's established policies as they may be amended or modified at the Employer's sole discretion. Bargaining unit employees will be subject to the same paid sick and extended sick leave policies as all other employees.

**Section 4: Cash Out Option.** The Employer will allow PTO cash outs in accordance with IRS regulations and the Employer's PTO cash out policy.

## **ARTICLE 17 - LEAVES OF ABSENCE**

Bargaining unit employees are subject to the Employer's Leaves of Absence policies on the same basis and to the same extent as is applied to other FMCNA employees and as they may be amended from time to time within the discretion of the Employer; the current such policies attached hereto as Exhibit 1.

## **ARTICLE 18 - FLOATING BETWEEN IN-CENTER CLINICS**

**Section 1:** The Employer may temporarily float a nurse to a secondary clinic if patient needs require such temporary changes in clinic assignments. When the Employer determines that floating nurses is necessary, the following order will be utilized:

1. Float Nurses
2. Per Diem Nurses
3. Regular full-time and part-time nurses rotated equitably

The Employer will not temporarily float a nurse between clinics without the nurse's consent. However, when a nurse does float to a secondary clinic, a 15% pay differential will apply as well as mileage reimbursement at the IRS rate. This Article does not apply to inpatient nurses.

## **ARTICLE 19-NURSING EDUCATION**

**Section 1:** The Employer will continue to provide tuition assistance to eligible bargaining unit employees based upon its existing program as it may be amended from time to time at the Employer's sole discretion. Bargaining unit employees will have the same tuition assistance benefits as all other employees.

**Section 2:** The Employer will reimburse bargaining unit employees fifty percent (50%) of the cost of professional association annual memberships up to a combined maximum of five hundred dollars (\$500) per year.

**Section 3:** The Employer will provide Continuing Education Unit ("CEU") reimbursement based on the following:

1. For all regular full-time employees who have completed six-months of continuous employment, reimbursement up to five hundred dollars (\$500) per year.
2. For all regular part-time employees who have completed six-months of continuous employment, reimbursement up to three hundred fifty dollars (\$350) per year.
3. Temporary and per diem employees are not eligible for CEU reimbursement.
4. Employees must be on the active payroll and in good standing (no Written Warning or above) in order to receive reimbursement for a CEU program.

## **ARTICLE 20 - NURSE PRACTICE COMMITTEE**

Management, jointly with the elected representatives of the nurses, shall establish a Nurse Practice Committee ("NPC" or "Committee") to discuss mutual concerns. The purpose of the NPC is to foster improved communications between the Employer



and the nursing staff as well as to discuss nursing practices, care of patients, staffing and other mutual concerns. The function of the NPC shall be advisory in nature rather than decision-making. The Committee shall consist of four (4) representatives of the nurses as well as one (1) WSNA nurse representative (or designee) along with an equal or lesser number of management representatives, and additional guests by mutual agreement. The Committee shall meet on a quarterly basis and at mutually agreed-upon dates and times. The meetings will be held in the conference/training room at the South Tacoma clinic located at 5825 Tacoma Mall Blvd. in Tacoma, Washington or at another mutually agreeable location; or through a virtual meeting by mutual agreement. Nurses will not suffer any loss of pay as a result of their attendance at NPC meetings which shall not last more than two (2) hours.

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

**Section 1:** No employee will be discharged, suspended or disciplined without just cause. The Employer otherwise maintains sole discretion in deciding whether to discharge, suspend or otherwise discipline any employee.

**Section 2:** An employee is required to sign a discipline document as evidence of receipt. The employee's signature on the discipline document shall signify that the Employee has received a copy of the discipline document and shall not signify an admission of guilt.

**Section 3:** All objections made by the Association or employee to disciplinary action must be processed through the Grievance and Arbitration provisions as outlined in this Agreement.

**Section 4:** One progressive discipline procedure will exist for all appropriate discipline including, but not limited to, violations of the Employer's attendance policy, work rules and other Company policies. The progressive discipline procedure will typically consist of one or more of the following steps:

Documented

Counseling Written  
Warning  
Final Written  
Warning Termination

The parties acknowledge that there may be circumstances involving serious offenses that justify immediate discharge or skipping one or more of the steps of progressive discipline. Examples of serious offenses include, but are not limited to theft, workplace violence, harassment, gross insubordination, falsification of records, and gross neglect or abuse of a patient.

A copy of all disciplinary actions shall be given to the nurse. Nurses will be given the opportunity to provide a written response to any written evaluation or disciplinary actions to be included in the personnel file.

**Section 5:** In the event that disciplinary action is submitted to arbitration under the Grievance and Arbitration provisions, the arbitrator shall not base his or her decision solely on the failure of the Employer to call a patient, visitor or employee witness to appear at a hearing. Furthermore, the arbitrator shall not issue any subpoena or compulsion to attend to any such patient or visitor.

## **ARTICLE 22 - LOW CENSUS**

The parties mutually agree the Employer's patient census and other clinical needs will govern staffing requirements. When scheduled staff exceeds clinical needs, however, the Employer may reduce its staff. In making these reductions, the Employer will follow the order outlined below:

Agency  
Overtime  
Voluntary Cut  
Per Diem  
Extra Days

Involuntary cuts on a rotating basis utilizing reverse seniority

The Employer will provide as much notice as is practical when scheduled staff exceeds clinical needs.

## **ARTICLE 23 - SENIORITY AND LAYOFF**

**Section 1: Definition.** Seniority shall be defined as an employee's continuous length of service within a job classification, within the bargaining unit, with the Employer from the most recent date of hire as a full-time, part-time or per diem employee. Seniority shall not apply to an employee until the employee has completed the probationary period specified in Article 12. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire.

**Section 2:** Seniority shall be the determining factor in layoff and recall from layoff where such factors as skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer.

**Section 3: Layoff.** A layoff is a permanent or prolonged reduction in the number of employees employed by the Employer. Layoffs shall be by job classification.

Temporary and probationary employees shall be laid off prior to any regular employees working in that job classification.

**Section 4: Severance Pay.** Employees subject to a layoff may be eligible for severance pay under the Employer's established policies at the time of any layoff.

**Section 5: Recall.** Employees on layoff status shall be placed on a reinstatement roster for a period of nine (9) months from the date of layoff. When vacancies within a job classification occur, the order of reinstatement shall be the reverse order of layoff providing the employee's skills and ability to fill the position are equal. Employees on layoff shall be entitled to reinstatement prior to any employees being newly hired. In the event the Employer offers, and the employee accepts voluntary layoff options with severance pay, the employee shall waive any recall rights.

**Section 6: Removal from Recall List.** If an employee does not return to work within fourteen (14) days of a recall notice sent by certified mail (or at such later date determined by the Employer), the employee will be removed from the recall roster and the Employer's recall commitments shall terminate. The employee shall notify the Employer by certified mail of any change in the employee's current mailing address. If the employee fails to provide this notification, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

**Section 7: Termination.** Seniority shall terminate upon cessation of the employment relationship or when a bargaining unit employee transfers to a non-bargaining unit position, for up to one year. Examples of seniority termination include but are not limited to the following: discharge, resignation, retirement, refusal to accept a comparable job opening (same shift and FTE) offered by the Employer while on the recall list, after nine (9) consecutive months of layoff, or failure to comply with specified recall procedures.

**Section 8: Roster.** In the event of a layoff, a seniority roster will be available to employees.

## **ARTICLE 24 - JOB OPENINGS**

All vacant positions shall be posted on the Company's intranet for a minimum of five (5) business days pursuant to the Company's Employee Transfer and Internal Job Posting and Hiring Policies. In evaluating applicants for a vacant position, the Employer will give priority based on seniority to bargaining unit nurse applicants over non-bargaining unit employees and external applicants, but only if skill, competency, ability and prior job performance are equal in the opinion of the Employer.

## **ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 1:** An employee may discuss concerns and complaints with his/her immediate

supervisor in an attempt to resolve the issue prior to it becoming a written grievance.

**Section 2:** A grievance under this Article is hereby defined as a complaint by either the Employer or the Association that this Agreement has been violated. Grievances shall be processed as follows:

Step 1: All written grievances shall be presented to the Clinical Manager of the affected employee(s) within ten (10) business days of the occurrence giving rise to such grievance. The written grievance must be signed, dated, and contain a description of the conduct complained of, including the Article(s) of the Agreement allegedly violated. A written answer to the grievance will be due within ten (10) business days after the Clinical Manager hears the Step 1 grievance. In the event the written grievance is not resolved by discussions between the Clinical Manager, Grievant and a representative of the Association, the grievance may be taken to Step 2.

Step 2: A grievance not satisfactorily resolved in Step 1 shall, within ten (10) business days from receipt of the Clinical Manager's Step 1 response, be submitted in writing, by the Association to the Director of Operations or other designee, as applicable. A written answer to the grievance will be due within ten (10) business days after the Director of Operations hears the Step 2 grievance.

Step 3: If a grievance has not been satisfactorily resolved in Step 2, a written request for a Step 3 meeting must be received within ten (10) business days of the receipt of the Director of Operation's Step 2 response. The meeting will be held within ten (10) business days at a mutually agreeable time with the Association Representative, the grievant, and the Regional Vice President. A written answer will be due within ten (10) business days after the Step 3 meeting. Grievances by the Employer shall be commenced at Step 3 and be submitted, in writing, to the Association Representative.

Step 4: If a grievance has not been satisfactorily resolved in Step 3, it may be submitted to arbitration within ten (10) business days after the written answer in Step 3 is issued or otherwise due by the Employer or the Association, as the case

may be, requesting the Federal Mediation and Conciliation Services to provide the Employer and the Association a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. The grieving party shall select first and the parties shall alternately strike names from the list until one person remains who shall be the arbitrator.

**Section 3:** If the Association fails to file or process a grievance at any step within the time limits set forth above and the procedure is not waived by mutual written agreement, that grievance shall be considered and deemed waived or settled and such failure shall constitute a bar to all future actions thereon. Failure on the part of the Employer's designated representative to answer a grievance at any of the steps in the grievance procedure shall not be deemed acquiescence thereto, but the grievance may progress to the next step if so processed by the Association.

**Section 4:** An employee shall comply with all instructions and perform all duties, when and as instructed, even though he or she may feel aggrieved provided that the life of any person is not placed in serious peril and the instruction does not require the nurse to violate the nurse's code of ethics or any law, including the Nurse Practice Act.

**Section 5:** The arbitration of a grievance shall be extended only to those grievances which are arbitrable under this Agreement. In order for a grievance to be arbitrable: (1) it must have been processed through the grievance procedure properly and within the applicable time limits as set forth in this Agreement; (2) it must be referred to arbitration within the applicable time limits as set forth in this Agreement.

**Section 6:** The arbitrator shall consider only the particular issue or issues presented in writing by the Employer and the Association, and the decision and award shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator has no authority or power to add to, delete from,

modify, disregard, or alter any of the written terms of this Agreement. The arbitrator shall not consider the failure of an employee requested to attend as a witness at a hearing as prejudicial. A decision of the arbitrator on any grievance within the scope of the issues submitted and within the arbitrator's authority shall be final and binding on the Company, the Association and the members involved.

**Section 7:** The arbitrator's fees and expenses shall be borne equally by the parties to this Agreement. The expenses incidental to each party's witnesses shall be borne by the party calling the witnesses.

**Section 8:** The fact that a claim or dispute has been processed under the grievance procedure set forth in this Agreement will not preclude the raising of the question of arbitrability with respect to such claim or dispute before the arbitrator selected to hear such claim or dispute.

**Section 9:** No more than one (1) grievance shall be submitted to the same arbitrator at a single hearing, except by mutual agreement of the parties.

## **ARTICLE 26 - STRIKES AND LOCKOUTS**

**Section 1:** There will be no boycotting, bannering, picketing, hand-billing, leafletting, strikes, sympathy strikes, concerted mass sickouts, refusal to cross any picketline, lockouts or other work stoppages during the life of the Agreement. Association communications to its members regarding contract updates or other union business will not constitute a violation of this Article as long as these communications are directed solely to the Association's members. Violation of this Article may result in the immediate discharge of the employee or employees committing such violation.

**Section 2:** Discharge for the conduct noted above shall not be subject to submittal through the Grievance and Arbitration procedures except on the limited issue as to whether the employees has engaged in such proscribed activity. If the Employer is

able to prove that an employee engaged in the above proscribed activity, the arbitrator shall have no authority to change the penalty of discharge of the employee.

**Section 3:** There shall be no offensive lockout during the term of the Agreement so long as this Article is not violated by the Association, its officers, representatives, agents, members and the employees covered by the Agreement.

**Section 4:** In the event of an alleged breach of this Article, either party may institute expedited arbitration by telephone, telecopy, electronic mail and/or overnight mail to the FMCS and the other party.

- A. FMCS shall designate an arbitrator to hear the dispute as expeditiously as possible after receipt of such telephone, telecopy, electronic mail and/or overnight mail. The arbitrator so designated shall hold a hearing as promptly as possible, but in no event later than 72 hours after receipt of his/her designation as an arbitrator. If the arbitrator is not available within 72 hours, the hearing will be conducted as soon as possible.
- B. The arbitrator's award shall be issued as soon as possible, but in no event less than 3 hours after the conclusion of the hearing. The award shall be effective immediately, and shall be in writing, but may be issued without a written opinion.
- C. If either party requests an opinion, the arbitrator will issue one within a reasonable time, but this shall not affect the validity of the award or interfere with or delay in any way the enforcement of this award.
- D. The arbitrator shall award appropriate relief, including a directive to return to work or to cease a lockout. In no event shall the arbitrator appointed under this section have the authority to hear any dispute except the question of whether this Article has been violated. Failure of any party to attend the arbitration hearing as scheduled shall not delay arbitration, and the arbitrator is authorized to, and shall in fact,



proceed to take evidence and issue the award as if such party were present.

- E. The use of arbitration in connection with this Article shall not impede or foreclose the Employer or the Association from seeking and obtaining damages or injunctive relief for any violation of this Article in any court of competent jurisdiction.

## **ARTICLE 27 - GENERAL PROVISIONS**

**Section 1: Complete Agreement.** The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement.

**Section 2: Entire Agreement.** The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

**Section 3: Severability.** In the event that any provision(s) of the Agreement shall be held to be invalid, illegal or otherwise prohibited by law, then such provision (or portion thereof) shall be deemed amended so as to comply with such law, to the extent possible, or if such amendment is not possible, then such provision shall be null and void but such invalidity shall not affect the enforceability of the remainder of the Agreement.

**Section 4: Shared Values Clause.** As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Renal Care Group, Inc. upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. The Employer upholds these values in its own operations, as well as in its relationships with business partners. Renal Care Group Inc.'s continued success and reputation depends on a common commitment to act accordingly. Together with Renal Care Group, Inc., Washington State Nurses Association is committed to uphold these fundamental values by adherence to applicable laws and regulations.

**ARTICLE 28 -DURATION**

This Agreement shall become effective on the date of ratification and shall remain in full force and effect to and including October 21, 2025 , unless changed by mutual consent. Should either party wish to change, modify or renew the Agreement, written notice must be given to the other party at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2022.

RENAL CARE GROUP

WASHINGTON STATE NURSES  
ASSOCIATION

*Molle Miller*

\_\_\_\_\_  
Molle Miller  
Assistant Treasurer

*Suzette Marengo*

\_\_\_\_\_  
suzette marengo (Feb 4, 2023 09:02 PST)

Suzette Marengo, RN

*Elisha Knight*

\_\_\_\_\_  
Elisha Knight (Feb 20, 2023 09:15 PST)

Elisha Knight, RN

*Mia Guilder*

\_\_\_\_\_  
Mia Guilder (Feb 18, 2023 22:11 EST)

Mia Guilder, RN

*Sarrel Rico*

\_\_\_\_\_  
Sarrel Rico (Feb 20, 2023 18:00 PST)

Sarrel Rico, RN

Signatures (continued)

Janet Stewart  
Janet Stewart (Feb 3, 2023 11:05 PST)

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Janet Stewart, RN, WSNA Nurse  
Representative

Pamela Devi Chandran  
Pamela Devi Chandran (Feb 3, 2023 14:56 PST)

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Pamela Devi Chandran, WSNA  
Labor Counsel

## APPENDIX "A"

Mt. Rainier 1115 Regents Boulevard, Fircrest, WA 98466

Tacoma South - 5825 Tacoma Mall Boulevard, Tacoma, WA 98409

Puyallup Dialysis - 702 South Hill Park Drive, Suite 105,

Puyallup, WA 98373 Gig Harbor - 4700 Point Fosdick Drive

NW, Suite 101, Gig Harbor, WA 98338 Tacoma East - 1415

South 72d Street, Suite E, Tacoma, WA 98404

\*Greater Tacoma Acute Program - 1717 South J Street, Tacoma, WA 98504

### \*Specific Hospitals:

St. Anne Hospital -16251 Sylvester Rd SW, Burien, WA 98166

St. Francis Hospital – 34515 9<sup>th</sup> Avenue S, Federal Way, WA 98003

St. Joseph Medical Center -1717 S. J Street, Tacoma, WA 98405

St. Clare Hospital – 11314 Bridgeport Way SW, Lakewood, WA 98400

St. Anthony Hospital 11567 Canterwood Blvd, Gig Harbor, WA 98332

St. Michael Medical Center - 1800 Northwest Myhre Road, Silverdale, WA  
98383

Or at any address where these units relocate with the same CMS provider number.

**EXHIBIT 1**

[Employer's Leaves of Absence policies]