

IN THE MATTER OF ARBITRATION)
BETWEEN) Consecutive Weekend Pay
)
MultiCare Good Samaritan Hospital,) FMCS Case No. 240916-09973
Employer)
) Before: Francis J. Connell, III
and) Arbitrator
)
Washington State Nurses Association,) Hearing Dates: February 20-21, 2025
Union)

Having carefully considered the evidence and arguments submitted by the parties, for the reasons more fully set forth in the Decision of this date accompanying this Award, the Arbitrator rules and orders as follows:

1. The Employer Good Samaritan Hospital (“Hospital”) violated the Collective Bargaining Agreement when it did not pay premium pay to nurses who picked up additional weekend shifts resulting in their working consecutive weekends. Therefore, the Grievance is sustained.
2. Within fifteen calendar days following the date of this Award, the Hospital shall send written notice to all members of the WSNA bargaining unit and to all management personnel involved in approving Consecutive Weekend Premium Pay (“CWP”) that its April 29, 2024 email regarding CWP (Employer Exhibit 4) is revoked and that in the future nurses who pick up weekend shifts and who are otherwise eligible for CWP will receive such premium pay. The Hospital may, if it wishes, include in such notice instructions regarding reasonable procedures by which nurses should apply for CWP.
3. The Hospital shall pay back pay to all bargaining unit nurses, including but not limited to the named Grievants, who submitted claims for CWP and whose claims were denied on or after March 7, 2024 (fourteen days before the grievance herein was filed). Such back pay shall be in an amount equal to the CWP the nurse would have received if her claim had been granted – i.e. one-and-a-half times the nurse’s regular

- rate of pay for each consecutive weekend hour worked, as provided in Section 7.7 of the CBA.
4. The Hospital shall pay back pay to all nurses, including but not limited to the named Grievants, who worked consecutive weekends outside their regular schedule due to having picked up a weekend shift since March 7, 2024 but were not paid CWP, irrespective of whether they filed claims for CWP. Such back pay shall be in an amount equal to the CWP the nurse would have received if they had filed a claim for CWP and the claim had been timely granted – i.e. one-and-a-half times the nurse’s regular rate of pay for each consecutive weekend hour worked, as provided in Section 7.7. of the CBA.
 5. The Hospital shall not be required to pay the back pay ordered in paragraphs 3 and 4 above if it demonstrates by a preponderance of the evidence that the nurse was ineligible for CWP for any reason other than that they “voluntarily” picked up a weekend shift.
 6. The Arbitrator will retain jurisdiction of this case for ninety days to assist the parties with any disputes that may arise regarding implementation of this Award.

Francis J. Connell, III

Arbitrator

August 4, 2025