

~~2023-2026~~2026-2029

COLLECTIVE BARGAINING AGREEMENT

By and Between

GOOD SAMARITAN HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

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This Agreement is made and entered into by and between Good Samaritan Hospital (hereinafter referred to as the "Employer") and the Washington State Nurses Association (hereinafter referred to as the "~~Association~~Union"). The purpose of this Agreement is to facilitate the mutual goal of equitable employment conditions and an orderly system of employer-employee relations which will facilitate joint discussions and cooperative solutions to mutual problems between the Employer and the ~~Association~~Union.

ARTICLE 1 – RECOGNITION

The Employer recognizes the ~~Association~~Union as the representative for all registered nurses employed in the Hospital as general duty staff nurses and Home Health nurses who have designated the ~~Association~~Union for the purpose of discussions and agreement with respect to rates of pay, hours of work and other conditions of employment.

- a. Should virtual RNs become employed by and work for Good Samaritan Hospital, in the manner defined above, they shall be considered part of this bargaining unit.

ARTICLE 2 – ~~ASSOCIATION~~UNION MEMBERSHIP

2.1 Membership. All employees covered by this Agreement who were hired on or before April 7, 2004, and are members of the ~~Association~~Union, or voluntarily become members of the ~~Association~~Union after that date shall, as a condition of employment, remain members in good standing in the ~~Association~~Union or agree to pay the ~~Association~~Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of ~~Association~~Union dues or a fair share/representation fee on a timely basis. Employees who were hired on or before April 7, 2004, shall not be required to join the ~~Association~~Union or pay a fair share/representation fee, but may do so on a voluntary basis.

New Hires: It shall be a condition of employment that all employees covered by this Agreement who are hired after April 7, 2004, shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the ~~Association~~Union or

agree to pay the ~~Association-Union~~ a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the ~~Association-Union~~, unless the employee fulfills the membership obligations set forth in this Agreement.

2.1.1 Religious Objection. Any employee 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 labor organizations shall not be required to join or financially support the ~~Association-Union~~ as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the ~~Association-Union~~. Any employee exercising their right of religious objection must provide the ~~Association-Union~~ with a receipt of payment to an appropriate charity on a monthly basis.

2.1.2 Hold Harmless. The ~~Association-Union~~ will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

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

ARTICLE 3 – REPRESENTATION

3.1 ~~Association-Union~~ Visiting Rights. Duly authorized representatives of the ~~Association-Union~~ may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. ~~Association-Union~~ representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance written notice has been given to the Human ~~Resources~~ Potential Department and advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees

and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital. WSNA meetings will be signed up for in advance in the central scheduling book with the designation of WSNA and a contact person.

3.2 Local Unit Chairperson. The ~~Association-Union~~ shall have the right to select a local unit chairperson from among employees in the unit. The parties acknowledge the general proposition that ~~Association-Union~~ business performed by the local unit chairperson, or delegate, including the investigation of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shift). When it is not practical or reasonable to transact such business during nonworking periods, the local unit chairperson, or delegate, will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirements of patient care and shall not interfere with the work of other employees.

3.2.1 Orientation. The Local Unit Chairperson, or designee, will be scheduled to meet with new hires for a period of up to one-half (1/2) hour at the end of the Hospital's orientation. Attendance shall be voluntary and shall be on the unpaid time of the Local Unit Chairperson, or designee, and new hire. During the Hospital's orientation, a reminder shall be given of the WSNA orientation stating the location and time. The Hospital shall encourage attendance. The Hospital shall provide the local unit officers with advance notice of the time and place of each orientation and the identity of the newly hired bargaining unit nurses as soon as the Hospital receives the information, but not later than the Friday before each scheduled orientation.

3.3 Bulletin Board. The ~~Association-Union~~ shall be permitted to post ~~Association-Union~~ notices in the space provided by the Employer on the employee bulletin board, or other location approved by the Employer. The Employer will provide bulletin boards in each unit, in the nurses' lounge or other easily accessible location, inside the Staffing Office and near the Cafeteria. Boards shall be at least 2 feet by 3 feet in area. Additional boards may be placed on larger units with mutual consent of the Employer and the ~~Association-Union~~. Items on ~~Association-Union~~ boards shall not be removed by the Employer. Should the Hospital have a concern about the appropriateness of any posting, Human Resources should contact the WSNA Representative for discussion and mutual resolution. Items on bulletin boards by the union shall not be removed by management. Non-Union related materials to be posted shall be subject to the prior approval of the Director of Labor Relations. The ~~Association-Union~~ agrees to limit the posting of ~~Association-Union~~ materials to the designated bulletin boards.

3.4 Rosters. Twice a year (in the months of December and May), by an Excel spreadsheet attachment to an e-mail, the Employer shall provide the ~~Association-Union~~ with a list of those nurses covered by this Agreement. This list will contain each employee's name, home address, contact phone number, employee identification number, last four digits of their social security

number, unit, shift, FTE, rate of pay, job title, anniversary date, seniority date, adjusted date of hire and/or date of hire. On the fifteenth of each month, the Employer shall provide the Association-Union with a list of all employees covered by this Agreement who were hired during the previous month, terminated during the previous month or moved into positions covered by this Agreement during the previous month. This list shall contain each employee's name, home address, home phone number, employee identification number, last four digits of the social security number, unit, shift, FTE, rate of pay, job title, anniversary date, seniority date, adjusted date of hire and/or date of hire.

3.5 Contract. The Employer shall distribute a copy of this Agreement provided by the Association-Union to all newly hired nurses. The Employer shall post the Contract on the Intranet.

3.6 Negotiations. Eight (8) local unit representatives, not to exceed more than one (1) per unit per shift, shall be given unpaid release time for joint negotiations. The Employer shall make a good faith effort to provide unpaid release time to other members of the Association's-Union's negotiating team subject to staffing requirements and other patient care considerations.

ARTICLE 4 – DEFINITIONS

4.1 Resident Nurse. A resident nurse is a nurse who is hired into an established residency program because their clinical experience after graduation is less than twelve (12) months or is a nurse who is returning to practice with no current clinical nursing experience, as defined by the program guidelines.

4.1.1 Resident Criteria. The program guidelines are located on point Multi Care at <https://multicare.unily.com/sites/nursing/SitePageModern/76313/transition-to-practice>.

4.1.2 Resident Agreements. The Resident agreement shall be located on point Multi Care at: <https://jobs.multicare.org/students-grads/rn-residency/>

4.1.3 Resident and Fellow Program. The Employer will maintain a defined residency/fellowship program, which may be an agenda item at Conference Committee. The criteria of such program will be based upon industry best practice and utilize the industry standard outlined with ANCC. The length of such program shall be defined in the program criteria. While the preceptorship of each specialty varies in length, the Resident Program is generally completed within one year.

4.2 RN Fellow. A RN Fellow is a nurse whose acute care clinical experience post-graduation is twelve (12) or more months and who is changing specialties. An external fellow is a new hire to Good Samaritan who is changing specialties from their previous job; an internal fellow is an existing Good Samaritan nurse who is changing specialties within Good Samaritan.

4.2.1 Failure to complete. If an internal Fellow fails their preceptorship or is deemed, in the opinion of the employer, to not meet the requirements during this period, they shall have the option to:

- return to their prior department, if a position is available; or
- take a personal leave for a maximum of 30 days to apply for an open position within the organization for which they are qualified; or
- If the nurse chooses not to avail themselves of any of these options, their employment shall be terminated. If the Nurse elect this option, they shall have no recourse to the grievance procedure.

4.3 New Hire Resident/External Fellow Probationary Period. A resident or external hire fellow nurse shall have a six (6) month probationary period. During the probationary period, a nurse may be terminated without notice and cannot grieve the termination.

4.3.1 Probationary Period Extension. The Employer reserves the right to extend the probationary period. The extension period will be defined by the Employer and a specific date will be provided to the Employee at the time of the notice of extension, but such extension shall not exceed 90 days. The Employer may further extend the probationary period by mutual agreement between the Employer and employee.

4.3.2 Internal Nurse Fellows. Existing Good Samaritan nurses who are transferring to a new specialty through a fellowship program shall not be required to complete a probationary period.

4.4 Program Completion. A resident or external fellow shall begin their pay-back period upon completion of their preceptorship. All Nurses who participate in a Resident or Fellowship program shall remain obligated to complete all program requirements.

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

4.6 Full-Time Nurse. A nurse with an FTE who is regularly scheduled to work thirty-six (36) hours per week or seventy-two (72), or more, hours in a fourteen (14) day period and who has successfully completed the required review period. For the purposes of Article 7.5, Overtime, and Article 9. 11, Scheduled Days Off, full time shall be defined as forty (40) hours per week or eighty (80) hours per pay period.

4.7 Part-Time Nurse. A nurse with an FTE who is regularly scheduled to work sixteen (16) or more hours per week or thirty-two (32) or more hours in a two (2) week period, but less than thirty-six (36) hours per week or seventy-two (72) hours in a fourteen (14) day period and who has successfully completed the required review period.

4.8 Probationary Nurse. A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer as a registered nurse for less than ninety (90) calendar days shall be subject to a ninety (90) day review period. After ninety (90) calendar days of continuous employment, the nurse shall be designated as a full-time or part-time nurse unless specifically advised by the Employer of an extended review period, the conditions of which shall be specified in writing. An extended review period shall not last more than one thirty (30) day period beyond the initial ninety (90) day review period. During the review period, a nurse may be terminated without notice and without recourse to the grievance procedure.

4.9 Per Diem Nurse.

4.9.1 Definition. A nurse hired to work on an as needed basis to cover holes in department schedules.

4.9.2 Per Diem Differential. Per diem nurses shall be paid a fifteen (15%) premium in accordance with the wage rates set forth in Article 8 of this Agreement.

4.9.3 Per Diem Work Expectations. Per Diem Nurses shall be assigned a standard shift length based on the department/units standard shift length/need. Per Diems shall be expected to work full shifts based on department needs. Per Diem Nurses shall provide their availability, based on the department needs, of 6 shifts per 6-week schedule, two of which shall be on a weekend shift (does not need to be consecutive).

4.9.3.1 Per Diem RNs can pick up variable or short shifts if posted. However, the Per Diem must pick up the full length of the variable or short shift. Variable or short shifts, if available, shall count towards the Per Diem's six (6) required shifts. However, per diems may not call out of scheduled shifts due to picking up a variable or short shift.

The required 6 shifts are determined by the needs of the department, through the following process:

- For scheduling purposes, open shifts will be offered to per diem nurses after FTE nurses are scheduled, and before agency, traveler, and system float pool RNs are scheduled.
- Unit/Department needs will be provided to the per diem nurse 10 days prior to the schedule posting for them to choose their 6 shifts available.
- Per Diem Nurses will provide the 6 shifts they have chosen from to the scheduler 5 days prior to the schedule posting.
- Once the schedule is posted it is the Per Diem Nurse's responsibility to follow standard for shift coverage, should they no longer be available.

4.9.4 Secondary Per Diems. A Per Diem Nurse who works a regular FTE in another GSH unit, and also maintains a Per Diem in another unit can fulfill the one weekend requirement by working their regularly scheduled weekend/s in the unit in which they maintain an FTE. This rule also applies to the holiday requirement.

4.9.5 Per Diems and Holidays. Per Diem Nurses are required to work two (2) holidays per year, one of which must be Thanksgiving, Christmas Eve, Christmas, New Year's Eve, or New Year's Day.

4.9.6 Per Diems and Incentives. Per Diem Nurses will follow the same guidelines as FTE nurses in regards to eligibility of overtime or pay that may be incentivized. Specifically, per diems are expected to work their scheduled shift(s), or a minimum of two (2) regular pay shifts (whichever is greater), within a pay period to qualify for IPP.

4.10 Preceptor. A Preceptor is an experienced registered nurse who is assigned specific responsibility for planning, organizing, teaching and evaluating the new skill development of a resident nurse employed by the Employer or an RN student (including nurse techs) or RN resident/fellow, or a nurse cross training to a new clinical area or starting at Good Samaritan with no comparable experience in a clinical area. Inherent in the Preceptor role is the responsibility for specific, criteria-based, and goal directed education for a specific period. A Preceptor shall work on a one-on-one basis and in close proximity to the preceptee. Preceptor responsibilities will be considered when making patient care assignments. The Employer will first seek volunteers before making preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses without receiving preceptor pay. This would include the providing of informational assistance, support and guidance to new nurses on the unit. Nursing management will determine the need for preceptor assignments. A nurse assigned to provide training for new clinical competencies of a newly hired or transferred registered nurse, or a nurse cross training to a new clinical area or starting at Good Samaritan with no comparable experience in a clinical area will be paid as a preceptor. When a preceptor assignment is made, which will be for the full length of a preceptee/orientee's preceptorship, a bargaining unit RN will have the option to select a preceptor assignment prior to non-bargaining unit RNs. However, if a bargaining unit RN declines, management has the right to assign a preceptor for the full period of a preceptee/orientee's preceptorship.

4.11 Straight Time Rate of Pay. Straight time rate of pay shall be defined as the hourly rate of pay without the inclusion of any premium, overtime or differential.

4.12 Regular Rate of Pay. Regular rate of pay shall be defined as the straight time rate of pay plus shift differential, certification pay and the 15% premium in lieu of benefits. If the Employer switches its HRIS to Workday, the regular rate of pay shall reflect the nurse's hourly wage rate plus applicable shift differential, if the evening or night shift is a permanent assignment.

Regardless, if a nurse is entitled to FLSA overtime, the nurse shall be paid in accordance with FLSA's requirements.

4.13 Charge Nurse. An experienced registered nurse who is assigned by the Employer specific responsibilities for a designated time period and defined work unit. The charge nurse functions under the direction of management and is accountable to coordinate activities and maintain organization for an area such that nursing staff are able to provide patient care in accordance with established standards of nursing care. All assigned hours in charge will be paid at the charge nurse premium rate, as defined in Article 9.8. Nurses assigned charge responsibilities will have these responsibilities considered in their direct patient care assignment.

4.13.1 Bargaining unit nurses, with the appropriate knowledge, skills, and ability, will have priority when a charge nurse assignment(s) is determined as needed.

4.14 Service Line Specialty Nurse. The service line specialty nurse is responsible for assessing, planning, coordinating, assigning and delegating the delivery of skilled patient care. In addition to staff RN duties, the service line specialty nurse is responsible for the coordination of supplies, equipment and staffing needs for each identified/designated care line patient.

ARTICLE 5 – EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the ~~Association-Union~~ agree that employment shall be without regard to race, creed, color, sex, sexual orientation, gender identity or expression religious beliefs, age (over 40), national origin, the presence of a sensory, mental or physical disability, marital status, or veteran or military status (provided the individual has not been dishonorably discharged). No nurse shall be discharged or discriminated against for any lawful ~~Association-Union~~ activity, including serving on an ~~Association-Union~~ committee or as a local unit chairperson outside of scheduled working hours.

5.2 Notice of Resignation. Nurses shall be required to give at least three (3) weeks' written notice of resignation, not to include any accrued annual leave. This provision may be waived for bona fide reasons which would make such notice impossible.

5.3 Discipline and Discharge. No full-time, part-time or per diem nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of an ~~Association-Union~~ representative during any investigatory meeting which may lead to disciplinary action. The Hospital will allow a bargaining unit representative to attend meetings with a nurse who requests ~~Association-Union~~ representation, when the purpose of the meeting is to communicate the decision to terminate the nurse's employment.

5.3.1 A copy of all disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. 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. Nurses may request the removal of written disciplinary actions in their personnel file after one (1) year if no further written disciplinary action for any reason has occurred during this one (1) year period. The Nurse must submit a written request to Labor Relations for consideration. Removal shall be at the sole discretion of the Hospital. For purposes of progressive discipline, Progressive Discipline Level Ones (PG1s) will not be used after two (2) years from the date of issuance of the PG1.

5.4 Personnel File. Nurses shall have access to their personnel file.

5.5 HR Documentation. Human Resources will maintain electronic documentation of the nurse's employment history, including, but not limited to hiring, termination, leaves of absence, and changes in a nurse's status or shift. Existing paper records will continue to be accessible to nurses (in paper format) until all paper files have been converted to an electronic format. Following this conversion, the Employer will maintain HR documentation in electronic format only.

5.6 Evaluations. The Employer shall maintain an evaluation system. Written evaluations will be given to nurses upon completion of the review period and annually thereafter. Nurses shall be required to sign the written evaluation signifying awareness thereof. Nurses will be given the opportunity to provide a written response to any written evaluation. The evaluation and the nurse's response shall be included in the nurse's personnel file. Performance evaluations provide the opportunity for the nurse and the supervisor to evaluate goal achievement, to review performance strengths and weaknesses and professional commitment. The job evaluation should be related to the individual nurse's job expectations. In addition to the formal annual evaluation, the nurse or the supervisor should initiate periodic informal discussion to evaluate progress/goals, attendance patterns, educational needs, etc. The parties agree that evaluations shall not include quotations from co-workers.

5.7 Job Openings. Notice of nurse positions to be filled shall be posted on the internal applicant portal of the web-based employment application system at least seven (7) days in advance of filling a position in order to afford presently employed nurses the first consideration for the position. A notice on the information boards shall inform nurses that positions shall be posted exclusively on the web-based system as described above. Transfers within the unit shall be made prior to considering applicants from outside the unit. Seniority shall be the determining factor in filling such vacancy providing skill, competence, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer. Seniority shall be the determining factor regarding Nurse Fellow and Nurse Resident requests to transfer from night shift to day shift and vice versa, provided skill, competence, ability and prior job performance

are not considered to be overriding factors in the opinion of the Employer. Job descriptions will be made available. In any situation when three (3) weeks' written notice of resignation has not been received by the Employer, the seven (7) day posting shall be waived for that position. Nurses who are denied posted positions will be notified of the reason for denial in writing.

5.8 Attendance Standards. Excessive absenteeism may be subject to counseling/disciplinary action. Individual circumstances will be taken into account prior to imposing such counseling/disciplinary action.

ARTICLE 6 – SENIORITY

6.1 Definition. Seniority shall mean a nurse's continuous length of service as a registered nurse from most recent date of hire as a full-time or part-time nurse working in the bargaining unit. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire.

All RN s working prior to the date of ratification will have seniority dates determined by WSNA and provided to the Employer by August 5, 2023. Such date shall be based on compensable hours which are then converted to a date. The new date will establish a new "seniority hire date" that will maintain the seniority order established under the previous "hours worked" model. MultiCare will maintain a list of original hire dates of these "legacy" nurses.

6.1.1 Transferring from Per Diem to Full or Part time. A staff nurse who transfers to a full-time or part-time registered nurse position outside the bargaining unit shall retain bargaining unit seniority pending return to staff nurse status within one (1) year of leaving. Previously accrued bargaining unit seniority shall not be used for purposes of returning to a bargaining unit position but shall be restored upon returning to a bargaining unit position. When restored, seniority will be "bridged", and time served outside of the bargaining unit will not count for any accrued seniority and the nurse's seniority date will be adjusted by the amount of time away from the bargaining unit.

6.1.2 Transferring from Full or Part time to Per Diem. A full-time or part-time nurse who transfers to per diem status shall retain previously accrued bargaining unit seniority pending return to regular status. A per diem nurse shall not accrue seniority while in per diem status. Previously accrued seniority may be used for purposes of returning to a regular status position. For seniority purposes, a per diem nurse who returns to regular status will have their date of hire adjusted by the amount of time worked as a per diem.

6.1.3 A Nurse who returns to Good Samaritan from the recall list following a layoff no later than eighteen (18) months following layoff shall have their prior accrued seniority restored.

6.2 Comparing Seniority. Where bargaining unit seniority dates of nurses are the same, the order of the nurses on the seniority list will be determined as follows:

- a. A nurse with an earlier date of hire by MHS shall come first on the seniority list.
- b. If the seniority date and MHS date of hire are the same, then whichever nurse has the higher FTE will come first on the seniority list.
- c. If seniority date and MHS hire dates are equal and the FTE is the same the nurse with the lowest ranking employee number shall come first on the seniority list.

6.3 Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, accepting permanent employment with another hospital, refusal to accept a comparable job opening (same shift and FTE) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

6.4 Layoff/Reallocation Procedure. The following procedure will be utilized when there is an involuntary reduction in force (layoff) or when there is an involuntary reallocation of staff resulting from the merger of two (2) or more units, when the FTE complement on the unit (and/or shift) is changed or reduced, or if there is a unit closure. If a unit closure occurs, nurses will select positions from the low seniority roster (6.2.3). At any point in this procedure, a nurse regardless of seniority may volunteer for layoff without affecting the nurse's recall rights and/or unemployment claims. In the event the Employer determines that a layoff or reallocation of FTEs on a unit is necessary, the following procedure will be followed:

6.4.1 For purposes of this procedure, a "unit" shall be defined as a single department/unit. The Employer shall determine the number of full-time and part-time FTEs for each shift on the restructured unit. At this time, the Employer shall also determine and designate any specific skill or qualification requirements needed on each shift. When determining the positions (FTEs) to be eliminated from the unit, the least senior nurse(s) on the unit shall be designated for displacement/layoff, providing skill, competence, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer.

6.4.2 The Employer will post the new positions on the unit (including any specific qualification requirements) for a period of seven (7) days. During the posting period, the Employer will seek volunteers for layoff or consider requests for reduction in FTE. At the end of the seven (7) day period, nurses remaining on the unit will bid for the new positions for which they are qualified in order of seniority, with the most senior nurse selecting first. Seniority shall be the determining factor in such bids, providing skill, competence, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer. The position selection process shall be subject to the following rules:

- a. If the same FTE on the same shift as the nurse previously worked is available, it must be selected.
- b. If the prior FTE on the same shift is not available, the nurse may select a lesser FTE or increase the nurse's prior FTE by a .15 FTE on the same shift; or the nurse may select a position on another shift which does not exceed the nurse's prior FTE by more than a .15 FTE.
- c. Any nurse remaining after all positions on each shift on the unit have been filled would be subject to displacement/layoff.

6.4.3 Low Seniority Roster. A low seniority roster shall be made up of any vacant positions within the organization and the positions held by the least senior nurses in the Hospital equivalent to the number of nurses subject to displacement/layoff. Provided, however, no more than fifty percent (50%) of the core staffing on any unit and shift will be placed on the roster, Displaced nurses may, in the order of their seniority, select a position from the low seniority roster with the most senior nurse selecting first, for which they are qualified. A nurse will be considered qualified if, in the opinion of the Employer, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels with up to eighty (80) hours of orientation.

6.4.4 The Employer will notify the ~~Association-Union~~ of the layoff/reallocation at least five (5) days prior to notification of the layoff/reallocation to the bargaining unit. This notice will be treated confidentially until the affected nurses are formally notified by the Employer. At that time, the Employer shall provide the ~~Association-Union~~ with a bargaining unit Seniority Roster, a seniority roster for each of the affected units, and the Low Seniority Roster. Upon request, the parties will meet for the purpose of reviewing the layoff/reallocation, The Employer will provide those nurses who are subject to layoff with thirty (30) days advance notice or pay in lieu thereof (based upon scheduled hours of work).

6.4.5 Nurses on layoff will be allowed to transfer to per diem status without loss of recall rights.

6.4.6 Section 5.7 of this Agreement regarding job openings will continue to be in force.

6.4.7 In the event of a layoff or reallocation as described in Article 6, the employer will provide up to 300 hours of training and orientation to nurses subject to layoff who choose to bump into a unit (other than the unit to which the nurse was hired) within the clinical groupings listed in Section 6.8. 1 (Floating Clinical Groupings). The purpose of the training is to ensure that the nurse will be able to function safely and independently in the new unit. The number of hours of training will depend on the completion of successful competency assessments for each individual nurse.

6.5 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. When vacancies occur, nurses will be reinstated in reverse order of the layoff providing skill, competence, ability and prior job performance are not considered to be overriding factors in the opinion of the Vice President Patient Care (or designated alternate), based upon specific documentation and evaluations. Upon reinstatement, the nurse shall have all previously accrued benefits and seniority restored. A nurse may reject a position offered in recall which is not comparable to the position held by the nurse prior to layoff without loss of recall rights under this Agreement. A nurse who is unable to report for work after notice of recall, due to a reason requiring a leave of absence as defined by the contract, shall be recalled and simultaneously transferred to appropriate leave of absence status.

6.6 Roster. In the event of a layoff, a seniority roster will be available in Human Resources and will be provided to the Local Unit Chairperson and the ~~Association~~Union.

6.7 Low Census. Low census will be defined as a decline in patient care requirements resulting in a temporary staff decrease.

6.7.1 Low Census Order. In the event of temporary low census, the Hospital would intend to release nurses in the following order, providing skill, competence, ability and patient continuity are adequate to meet patient care needs:

- a) Agency (personnel employed on a day-to-day basis);
- b) Nurses who are working at a premium, incentive, double time, or overtime rate of pay, except when the nurse is working the nurse's regularly scheduled shift;
- c) Volunteers;
- d) Travelers and Contracted Agency Nurses;
- e) System Float Pool
- f) Per Diems;
- g) Nurses scheduled above their authorized FTE status on their extra scheduled days.
- h) Full-time or part-time nurses (including in-house float pool) in accordance with the low census rotation.

6.7.2 Low Census and Travelers. If a low census condition arises and a Traveler is present, the Traveler will not be released, but will not be considered when determining the number of regularly scheduled nurses that are necessary for that census.

For Example: The census requires five RNs. Seven RNs are scheduled, six regularly scheduled nurses and one is a Traveler. Only one regularly scheduled nurse will be low

censused because the Traveler is not considered to be working for the purpose of determining how many nurses are working as compared to how many nurses are necessary for the low census condition.

6.7.3 Low Census Rotation. Voluntary Low Census may count in LC rotation, for the purpose of determining mandatory low census order, as long as it is a full shift. Mandatory low census days will be assigned when there are no volunteers. Low census days will be assigned on a rotational basis within a clinical group, as outlined below, and by shift, provided skill, competence and ability are adequate to meet patient care needs. The nurse to be assigned the low census day will be the person within the clinical group and shift that is next on the rotation list. The rotation list will be provided upon request from the scheduler for the appropriate clinical group, and from the Bed Planner after hours.

6.7.4 Low Census Clinical Groupings. The clinical groups for purposes of low census are:

- a. All Hospital Operating Rooms;
- b. Women and Children's Services including Mother-Baby, Labor & Delivery, Special Care Nursery, START, pediatrics;
- c. ICU, PCU, CCU, Observation (TCU)
- d. PACU, Pre and Post Care for all Procedural Sedation Patients;
- e. ED;
- f. PICC Team;
- g. Medical, Surgical, Oncology, Palliative;
- h. Rehab;
- i. Mobile Health;
- j. Infusion;
- k. Cardiac Rehab;
- l. Wound Clinic;
- m. Rehab Outpatient Clinic;
- n. Interventional Radiology, GI; Cath Lab;
- o. Pre-Anesthesia (Pre-Op) Clinic;
- p. STAT, Resource/ACLS transport team.

6.7.5 Determination of Low Census Days. Each nurse is responsible for knowing their last date of low census and for providing the Hospital with the nurse's current phone number. When it becomes the nurse's turn to take a low census day, the nurse may opt to use a PTO or take the day unpaid, float to another shift or unit or perform previously agreed to quality improvement activities or special projects if the Employer believes that the need exists.

If a nurse volunteers to take a PTO day or float in lieu of a low census day, or is low censused on a day the nurse is scheduled above their authorized FTE status, it shall be counted as low census for the purposes of the rotation list. If a nurse is low censused for a total of four (4) hours or more, it shall be counted as low census for purposes of the low census rotation list, provided however, low census time off of less than one (1) hour per occasion shall not be counted toward the four (4) hour total.

Low census days shall not alter a nurse's anniversary date or benefit accrual rate.

6.7.6 Notification. The Employer will make a good faith effort to notify nurses of low census at least one (1) hour prior to the beginning of the shift or as soon as possible thereafter in an effort to minimize the inconvenience to the nurse.

6.7.7 Out of Turn Low Census. If a nurse, other than a bargaining unit float pool nurse, is inadvertently low censused out of turn, two or more times in two consecutive pay periods, the Employer will compensate the nurse for all hours missed at the regular rate of pay. If a bargaining unit float pool nurse is low censused out of turn, the Employer will immediately compensate the nurse for all hours missed at the regular rate of pay.

6.7.8 Meet and Discuss. If the low census rate is excessive and chronic on a particular unit, the conference committee will meet to discuss alternatives.

6.7.9 Low Census Exemptions. RN Residents and RN Fellows in their preceptorship shall be exempt from low census until they are transferred to a RN Staff Nurse position following the completion of their preceptorship. Further, a RN who is assigned as preceptor to a RN Resident or Fellow shall also be exempt from low census while actively assigned to preceptor for that day; such RNs shall remain at the top of the list for low census.

6.8 Floating. Floating is defined as working on another unit outside a clinical group for a specific period of time. Nurses shall not be required to float in cases where the nurse is not considered qualified (appropriate knowledge, skill and competency) by hospital administration. Working in any of the units within a nurse's clinical groups is not considered floating. Caring for patients within the Nurses Clinical Grouping/level of care on another unit or holding area is not considered floating, this includes Emergency Department Nurses caring for holding patients in holding areas. Each unit shall provide the means for the nurse to record when the nurse has worked in a different unit within the nurse's clinical group for purposes of equitable rotation. A nurse may be required to work in any of the units within the nurse's clinical group, provided that the nurse has the appropriate knowledge level, skill and competency.

6.8.1 The clinical groups for purposes of floating are:

- a. Critical Care – ICU, PCU, Transitional Observation, Pulse
- b. Family Birth – Labor and Delivery, Mother and Baby, NICU, START
- c. Surgical Services – Perianesthesia, Operating Room, PACU
- d. Medical Surgical – Med-Oncology, Med-Palliative, Post-Surgical, Physical Med-Rehab
- e. Emergency Department
- f. Procedural – Cardiac Cath Lab, Interventional Radiology, Gastro-Intestinal
- g. Clinical Operations – IV Therapy, Float Pool, STAT, ACLS
- h. Clinics – Wound Care, Sleep Center, Cancer Center, Cardiac Rehab, Infusion, Mobile Health

6.8.2 Floating. The following float order shall be followed:

- a. Volunteers

- b. System Float Pool nurses, Agency nurses (nurses employed on a day-to-day basis)
- c. In-house Float Pool
- d. Traveler and Contracted Agency nurses
- e. Equitable rotation of FTE and per diem nurses working above their regular shifts/commitment;
- f. Equitable rotation of FTE and per diem nurses working their regular shifts/commitment.

6.8.3 Float Pay. A nurse not assigned to the Float Pool shall be eligible to receive a five dollar (\$5.00) per hour premium on occasions when they float outside their assigned clinical group (whether inpatient or outpatient) in which they are deemed competent to work. Clinical Groups are outlined in 6.8.1 of this Agreement. A nurse floated to another clinical group to care for a patient from their clinical group (for example, an ICU RN floated to the ED to care for an ICU patient) is not eligible for float pay.

6.8.4 Floating Orientation. Orientation will be dependent upon the nurse's previous experience. During onboarding, a nurse may receive up to four (4) hours of orientation to units they may reasonably float. Upon request, nurses may also choose to receive crosstraining to other clinical service lines in which they have never, or have not recently worked, of at least four (4) hours. This cross training will be scheduled by the employer based on the operational needs of the hospital. Orientation to a unit shall include information about the department layout, location of tools and resources (ensuring appropriate accesses), and to assist in answering the questions of the staff nurse. In addition, each department shall keep a list of the general duties for staff nurses.

6.8.5 A support nurse, appointed by the Nurse Director/Manager or Charge Nurse, will be assigned to each nurse being required to work on a different unit within a nurse's clinical group. Such nurse will be knowledgeable in unit routines and standards of care and will give report to the float nurse, clarify assignments, help organize tasks, review charting, and be available for questions and information throughout the shift.

6.8.6 Floating Exemptions. RNs within their resident or fellowship and nurses in their ninety (90) day probationary period shall be exempt from the float rotation within their clinical service line and will not be mandatorily floated. RNs actively serving as a preceptor to a RN Resident or Fellow shall also be exempt from floating for the day; such RN shall remain at the top of the list until such time that they are able to float. Finally, RNs employed in the float pool are ineligible for floating exemptions described in this provision.

6.9 Severance Pay. Upon completion of the probationary period, any full time or part time nurse subject to lay off may elect to voluntarily terminate employment with the Employer and receive severance pay as set forth below. Acceptance of severance pay forfeits the employee's right to placement on the Recall Roster (6.3). However, a nurse who is re-employed by Good Samaritan within 6 months shall keep their accrued WSNA bargaining unit seniority for purposes of Article 6, Seniority.

Severance Pay	Years of Service
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2 weeks of pay	less than 2 years
3 weeks of pay	2 to 4 years
4 weeks of pay	5 to 6 years
5 weeks of pay	7 to 9 years
6 weeks of pay	10 to 14 years
10 weeks of pay	15 to 24 years
12 weeks of pay	25 or more years

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of a defined shift length such as eight (8), ten (10), or twelve (12) hours of work. The work day shall start at midnight and go until 11:59 p.m.

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

7.3 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Collective Bargaining Agreement and are included as Addendum 2 (Ten Hour Shift Schedule); Addendum 3 (Twelve Hour Shift Schedule); Addendum 4 (Sixteen Hour Shift Schedule); and Addendum 7 (Night Shift Innovative Schedule). Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the ~~Association~~-Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the work schedule which was in effect immediately prior to the innovative work schedule, after at least four (4) weeks' advance notice to the nurse.

7.4 Posting. The Employer will post work schedules fifteen (15) days prior to the beginning of the scheduled work period. Except for emergency situations which may result in unsafe patient care and low census conditions, established schedules may only be amended by mutual consent. Each nurse is responsible, when possible, for reviewing the newly posted schedule prior to the beginning of the scheduled work period. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

7.4.1 Desired Work Schedules. Subject to business considerations, the Employer will make a good faith effort to schedule nurses according to their desired hours of work. The Employer will consult when possible with the nurse to determine availability, prior to changing the nurse's desired schedule.

7.4.2 Self-Scheduling. If self-scheduling is implemented, the following protections will be maintained:

- A move for purposes of self-scheduling shall be defined as: scheduling a nurse on any day that the nurse did not mark as a “requested shift” (e.g., an available day, unavailable day, and unmarked day).
 - Any moves will be reported at the unit-based staffing committee for discussion.
 - Moves will follow a rotating reverse seniority list, subject to skill needs.
 - The Employer will make a good faith effort to move nurses as little as necessary to meet staffing needs.
- For a six-week schedule, nurses shall have a minimum of six (6) unavailable days. Additionally, if the Employer decides to utilize self-scheduling on a unit the management for the unit will meet with up to three (3) Union appointed employees to discuss if the unit can support more than six (6) unavailable days. If a unit uses a scheduling period longer than six (6) weeks, the Employer will ensure that nurses on that unit are provided unavailable days commensurate to the weeks within the new schedule period.
- The number of weekends a nurse is required to work is determined per departmental requirements in compliance with contract requirements, and weekends worked must be whole weekends consisting of two shifts on the same weekend.

The Employer shall post these protections on any unit changed to self-scheduling.

Under any scheduling type (self-scheduling or pattern) the Employer will post the final schedule consistent with Article 7.4, within fifteen (15) days prior to the beginning of the scheduled work.

7.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond the nurse's normal full-time work day or normal full-time work period. All additional overtime hours after twelve (12) consecutive hours within a twenty-four (24) hour period shall be paid at double (2x) the nurse's regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved in advance by a supervisor, where possible. There shall be no pyramiding or duplication of overtime pay and other premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). The Employer and the ~~Association~~-Union concur that overtime shall be discouraged. The Employer will not require its nurses to work beyond their scheduled shifts or work periods if doing so would violate RCW 49.28. 130-150. Further, subject to the Nurse Practice Act, no nurse will be expected to work beyond the end of the nurse's scheduled shift to the extent that the nurse is not able to function with reasonable skill and safety with respect to the care of the Hospital's patients. If the nurse can no longer function with

reasonable skill and safety, the nurse should immediately discuss the matter with their immediate supervisor. The supervisor shall take all practical measures to transition the nurse's duties as soon as possible.

7.6 Meal/Rest Periods. Meal periods and rest periods shall be administered in accordance with state law. All nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a paid rest period of fifteen (15) minutes for each four (4) hours of working time.

7.7 Weekends. The Employer shall schedule full-time and part-time nurses to provide at least every other weekend off. In the event a full-time or part-time nurse works two (2) successive weekends under this scheduling pattern, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third and regularly scheduled weekend shall be at the nurse's regular rate of pay. Nurses regularly scheduled to work less than every other weekend will be eligible for time and one-half (1 1/2) the regular rate of pay under this Section 7.7 on the third (3rd) consecutive weekend worked. This section shall not apply to per diem employees. The weekend shall be defined as that period of time from 7:00 a.m. Saturday to 7:00 a.m. Monday for employees working day or evening shift, and from 11:00 p.m. Friday to 11:00 p.m. Sunday for employees working night shift. A nurse may request a change in the weekend work schedule if the change is submitted at least five (5) days prior to the new schedule posting. Requested changes are subject to management approval and shall not result in the payment of overtime and/or premium pay provided for in this Section 7.7. Premium pay (7.7) shall not apply to time spent for educational purposes, special projects unless previously authorized by the Director, nurses who trade weekends, nurses who voluntarily agree to more frequent weekend duty, nurses who work weekend only positions, or to nurses filling more than one (1) position on different units.

7.8 Rest Between Shifts. ~~Effective through March 31, 2024, in scheduling work assignments, the Employer will provide each nurse with at least eleven and one-half (1 1/2) hours off duty between eight (8) hour and ten (10) hour shifts, unless otherwise requested by the nurse, or pay the nurse one and one-half (1 1/2) times the nurse's regular rate for all time worked within this eleven and one-half (1 1/2) hour period or for a minimum of five (5) hours, whichever is greater. This section shall not apply to continuing education, committee meetings, special projects, staff meetings, or to time spent on standby and callback assignments, except for nurses placed on low census standby who are called back to work. If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.~~

~~Effective following March 31, 2024, i~~In scheduling work assignments, the Employer will provide each nurse with at least eleven (11) hours off duty between eight (8) hour shifts, at least

ten (10) hours off duty between ten (10) hour shifts, and at least 8 hours off duty between twelve (12) hour shifts, unless otherwise requested by the nurse. If a nurse does not receive the minimum rest between shifts, all work performed on the nurse's next regular shift will be paid at one and one half (1 1/2) times the regular rate of pay. This section shall not apply to continuing education, committee meetings, special projects, staff meetings, or to time spent on standby and callback assignments, except for nurses placed on low census standby who are called back to work or nurses working in a procedural unit. If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

7.8.1 An employee accepting overtime who works more than twelve (12) consecutive hours shall be provided the option to have at least eight (8) consecutive hours of uninterrupted time off from work following the time worked.

7.9 Shift Rotation. Except for emergency situations which may result in unsafe patient care, there shall be no regular rotation of shifts without the consent of the individual nurse involved. Shift rotation shall be done in blocks of five (5) or more consecutive days. Upon mutual agreement, fewer days in rotation may be worked. The Employer shall not post vacant regular full-time or part-time positions with rotating shifts.

7.9.1 Start Time Rotation: In the event a manager must adjust a nurse's start time to staff an absence of a temporary and discrete period of time (i.e. PTO or a leave of absence), the manager must first seek volunteers and provide details about the start date of the adjusted start time, the adjusted shift start and end time, and length of adjustment. If there are no volunteers, the Employer will assign the least senior employee for the day(s) where coverage is needed.

ARTICLE 8 – COMPENSATION

8.1 Wage Rates.

Effective the first full pay period following the date of ratification, nurses covered by this agreement shall ~~be transitioned to a 25-step model and receive an increase in accordance with the wage scale, below~~ receive a 4.00% across the board wage increase and the wage scale will be updated to reflect this 4.00% change. After the 4.00% across the board wage is applied all members and the scale will receive an additional \$2.25 increase.

Effective the first full pay period following ~~April-February 1, 2024~~2027, nurses covered by this agreement shall receive a ~~four and one half percent (4.5%)~~ 3.75% across the board increase.

Effective the first full pay period following ~~April-February 1, 2025~~2028, nurses covered by this agreement shall receive a three and one-half percent (3.5%) across the board increase.

Step	YOE years of experience	7/2/2023	4/1/2024 <u>27</u>	4/1/2025 <u>8</u>
Base	Year 0	\$48.15 <u>\$40.80</u>	\$49.96 <u>\$42.64</u>	\$51.71 <u>\$44.13</u>
Step 1	Year 1	\$50.09 <u>\$42.53</u>	\$51.97 <u>\$44.45</u>	\$53.79 <u>\$46.00</u>
Step 2	Year 2	\$52.13 <u>\$44.34</u>	\$54.08 <u>\$46.34</u>	\$55.97 <u>\$47.96</u>
Step 3	Year 3	\$54.25 <u>\$46.23</u>	\$56.28 <u>\$48.31</u>	\$58.25 <u>\$50.00</u>
Step 4	Year 4	\$56.19 <u>\$47.96</u>	\$58.30 <u>\$50.12</u>	\$60.34 <u>\$51.87</u>
Step 5	Year 5	\$58.22 <u>\$49.76</u>	\$60.40 <u>\$52.00</u>	\$62.51 <u>\$53.82</u>
Step 6	Year 6	\$60.32 <u>\$51.62</u>	\$62.58 <u>\$53.95</u>	\$64.77 <u>\$55.84</u>
Step 7	Year 7	\$62.21 <u>\$53.30</u>	\$64.54 <u>\$55.70</u>	\$66.80 <u>\$57.65</u>
Step 8	Year 8	\$64.15 <u>\$55.03</u>	\$66.56 <u>\$57.51</u>	\$68.89 <u>\$59.52</u>
Step 9	Year 9	\$66.17 <u>\$56.82</u>	\$68.65 <u>\$59.38</u>	\$71.05 <u>\$61.46</u>
Step 10	Year 10	\$68.08 <u>\$58.53</u>	\$70.63 <u>\$61.16</u>	\$73.10 <u>\$63.30</u>
Step 11	Year 11	\$70.06 <u>\$60.28</u>	\$72.69 <u>\$63.00</u>	\$75.23 <u>\$65.20</u>
Step 12	Year 12	\$72.10 <u>\$62.09</u>	\$74.80 <u>\$64.89</u>	\$77.42 <u>\$67.16</u>
Step 13	Year 13	\$73.49 <u>\$63.33</u>	\$76.25 <u>\$66.18</u>	\$78.92 <u>\$68.50</u>
Step 14	Year 14	\$74.91 <u>\$64.60</u>	\$77.72 <u>\$67.51</u>	\$80.44 <u>\$69.87</u>
Step 15	Year 15	\$76.37 <u>\$65.89</u>	\$79.23 <u>\$68.86</u>	\$82.00 <u>\$71.27</u>
Step 16	Year 16	\$77.85 <u>\$67.21</u>	\$80.77 <u>\$70.23</u>	\$83.60 <u>\$72.69</u>
Step 17	Year 17	\$79.37 <u>\$68.55</u>	\$82.34 <u>\$71.64</u>	\$85.23 <u>\$74.15</u>
Step 18	Year 18	\$80.91 <u>\$69.93</u>	\$83.94 <u>\$73.07</u>	\$86.88 <u>\$75.63</u>
Step 19	Year 19	\$82.48 <u>\$71.32</u>	\$85.57 <u>\$74.53</u>	\$88.56 <u>\$77.14</u>
Step 20	Year 20	\$84.09 <u>\$72.75</u>	\$87.24 <u>\$76.02</u>	\$90.29 <u>\$78.69</u>
Step 21	Year 21	\$85.72 <u>\$74.21</u>	\$88.93 <u>\$77.54</u>	\$92.04 <u>\$80.26</u>
Step 22	Year 22	\$87.38 <u>\$75.69</u>	\$90.66 <u>\$79.10</u>	\$93.83 <u>\$81.86</u>
Step 23	Year 23	\$89.09 <u>\$77.20</u>	\$92.43 <u>\$80.68</u>	\$95.67 <u>\$83.50</u>
Step 24	Year 24	\$90.83 <u>\$78.75</u>	\$94.24 <u>\$82.29</u>	\$97.54 <u>\$85.17</u>

8.2 Effective Dates. Wage increases, longevity steps, and any other premiums/ differentials set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after ratification or the date designated, whichever occurs later.

8.3 Longevity Steps. All nurses shall receive longevity steps upon completion of each anniversary year (12 months) of continuous employment. All longevity steps shall be effective at the beginning of the pay period closest to the anniversary date of employment. Beginning the first full pay period in which Workday is live, the employer shall begin implementing step increases the first of the pay period in which the step occurs.

8.4 Recognition for Past Experience. Nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale. Recent continuous experience shall be defined as clinical nursing experience in an accredited hospital, ambulatory care setting, home health agency or equivalent experience acceptable to the Employer without a break in experience as a registered nurse which would reduce the level of nursing skills in the opinion of the Employer. Nurses have been given full credit for continuous experience as per the definition above based upon the nurse's resume and/or application at the time of hire. Incomplete applications or materials not contained in the resume and/or application at the time of hire were not and will not be considered. Nurses hired on or after April 1, 2004 will have recourse to the grievance procedure if they believe the Employer did not give full credit consistent with Article 8.4.

8.4.1 Licensed Practical Nurses. An LPN with continuous recent experience as a LPN at an accredited hospital who transfers to a registered nurse position shall have such experience credited at a rate of one (1) year of service credit for each two (2) years of LPN experience.

8.5 Wage Premium in Lieu of Benefits. In lieu of all benefits except for shift differential, call back pay, standby pay, holiday pay if worked and longevity steps, a part-time nurse may elect a fifteen percent (15%) wage premium above the straight time hourly rate of pay. This election must occur within ten (10) days of employment and/or during open enrollment in each subsequent year thereafter, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere. Nurses changing from benefits status to premium pay in lieu of benefits shall be paid any accrued annual leave at the time of the status change. Should a nurse who is receiving the fifteen percent (15%) wage premium want to revert back to benefits status, that election can only occur during open enrollment of each year, unless the nurse demonstrates a loss of alternate health insurance coverage and no availability of COBRA rights. The term "benefits" shall include but shall not be limited to PTO and EIT (Article 10), insurance and retirement policies (Article 11), paid leaves of absence (Article 12 and 13), and tuition reimbursement (Article 13).

ARTICLE 9 – PREMIUM PAY

9.1 Shift Differential. Effective with the first full pay period following ratification, Nurses assigned to work the second shift (3-11 p.m.) shall be paid a shift differential of three dollars

(\$3.00) per hour over the hourly rate of pay for all hours worked. Effective with the first full pay period following ratification, Nurses assigned to work the third shift (11 p.m. to 7 a.m.) shall be paid a shift differential of five dollars and fifty cents (\$5.50) per hour over the hourly rate of pay for all hours worked. Nurses at step twenty (20) or above on the wage scale who are assigned third shift shall receive an additional one dollar (\$1.00) per hour. Second shift differential will be paid for those hours worked on a second shift when four (4) or more hours are worked between 3 and 11 p.m. Third shift differential will be paid for those hours worked on a third shift when four (4) or more hours are worked between 11 p.m. and 7 a.m. If an evening or night shift is a regular assignment, shift differential will be considered to be a part of a nurse's regular wage and will be included in all hours worked, annual leave pay, sick pay, and in all other applicable instances. Shift differential will be paid during a rotation of shifts for any hours worked on the applicable shift.

9.2 Standby Pay. Standby pay shall be at the rate of six (\$6.00) dollars per hour. Standby pay shall be paid for actual hours on standby prior to reporting for duty. Standby pay shall not be paid when the nurse is receiving the three (3) hour minimum callback guarantee, even though the nurse has returned to standby status.

9.3 Callback Pay. If a nurse on standby status has left the Employer's premises and is called back to work, any time worked shall be compensated for a minimum of four (4) hours at one and one-half (1 ½) the regular rate. Effective the first pay period following 3/31/2024 if a nurse on standby status has left the Employer's premises and is called back to work, any time worked shall be compensated for a minimum of three (3) hours at one and one-half (1 ½) the regular rate. The Employer reserves the right to require the nurse to work or remain on the premises for the three (3) hour minimum callback period if the Hospital has reason to believe the nurse's services will be needed. If the minimum three (3) hour callback guarantee should overlap onto the nurse's regularly scheduled shift, only the callback guaranteed hours shall be paid for during the overlapping condition. The regular rate of pay (or overtime rate if applicable) shall be paid for hours worked on the nurse's regularly scheduled shift after the three (3) hour guarantee has been satisfied.

9.3.1 Subject to patient care considerations, the Hospital will make a good faith effort to provide relief for a nurse who requests a day off or a partial day off the following day where the nurse has been called back after 10:30 p.m. the previous night. To be considered, the nurse must notify the Hospital prior to leaving the facility at the end of the call back if making such a request. The nurse may choose to access PTO or low census for the day or partial day. Upon written request by the ~~Association~~-Union the Hospital will describe what good faith effort was made at the next Conference Committee.

9.4 Report Pay. Nurses who report for work on a regularly scheduled shift and are sent home due to low patient census shall be paid for four (4) hours' work at the regular rate (low patient

census applies also to low surgery schedule). Where the Employer has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home (documented attempts will be recorded in the staffing office) at least one (1) hour prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and the Report Pay provisions of this Section shall not apply. Nurses who wish to designate a single phone number other than the home phone for purposes of low census notification shall provide that number to the manager.

9.5 Temporary Assignment to Higher Position. Temporary assignment to a higher paid position for eight (8) or more consecutive hours will result in the nurse being paid at the higher rate of pay.

9.6 Certification. A certified registered nurse, whose certification is recognized by the American Nurses' Association, will receive a premium of one dollar and twenty-five cents (\$1.25) per hour. Certification pay shall only be paid to nurses who are certified in their specific or related area of practice. If a nurse is displaced due to a layoff and/or restructuring of staff, that nurse shall retain the certification pay for thirty (30) days following the change in position. Certified nurses will notify management in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be added to the nurse's pay as a differential effective the pay period following the date documentation is received by Human Potential. Eligibility for certification payment will be based on: (1) verification of initial certification and subsequent renewals prior to the expiration date, and (2) performance of specific functions related to the certification, including in-service education, patient education, preceptorships, participation in continuing education and professional programs and by role modeling as demonstrated by an increased level of clinical and professional competence.

9.6.1 BSN, MN, MSN, or PhD Premium. Effective the first full pay period following 60 days after ratification of this agreement, Nurses who provide satisfactorily proof of completion of a Bachelor of Science in Nursing (BSN), Masters of Nursing (MN), Masters of Science in Nursing (MSN) or PhD in Nursing will receive a premium of one dollar (\$1.00) per hour effective the first full pay period following receipt of proof of degree completion in Human Potential.

9.7 Preceptor Pay. A nurse assigned preceptor duties will be paid an additional two dollars and twenty-five cents (\$2.25) while performing such duties.

9.8 Charge Nurse Premium. Nurses who are assigned as a charge nurse will receive a premium of three dollars and twenty-five cents (\$3.25) per hour.

9.9 Weekend Premium. Any nurse who works on the weekend shall receive four dollars and twenty-five (\$4.25) per hour for each hour worked in addition to the nurse's regular rate of pay. The weekend premium will not be considered as part of the regular rate of pay for overtime calculations. The weekend for premium pay purposes shall be defined as beginning at 11:00 p.m.

Friday and includes any shift that begins before 11:01 p.m. Sunday. Any nurse who works on a "scheduled weekend off" shall receive time and one-half (1 1/2) the regular rate (computed without the weekend premium) and in addition shall receive the weekend premium of four dollars and twenty-five cents (\$4.25) for each weekend hour worked. Nurses who wish to exchange weekends must submit such requests in writing to the Nursing Division for approval. Such exchanges shall not be subject to the overtime provision of this Agreement. Nurses on callback from standby status shall receive the weekend premium for actual time worked on the weekend. Weekend premium pay shall not be paid while on standby status on a weekend.

9.10 Work in Advance of Shift. When a nurse reports for work in advance of the scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay unless otherwise required by this Agreement.

9.11 Work on Scheduled Days Off. Each nurse shall be entitled to two (2) full days off within a seven (7) day period or four (4) full days off in a fourteen (14) day period. Except for nurses employed in areas where standby and callback are required conditions of employment, nurses shall not be expected to be on standby or to be called back on scheduled days off except by mutual consent. Full-time eight (8) hour nurses who work on any of the four (4) scheduled days off in one pay period shall receive time and one-half (1 1/2) for all hours worked, unless the nurse requests such work.

9.12 Stat RN. Nurses in a Stat RN position shall receive a differential in alignment with the tier three float pool rate.

9.13 Service Line Specialty Nurse. A service line specialty nurse shall receive a premium of one dollar (\$1.00) per hour.

9.14 Resource Transport RN. A Resource Transport RN is an ACLS level Transport RN position in the float pool. RNs holding this position shall receive a differential in alignment with the tier three float pool rate.

ARTICLE 10 – PAID TIME OFF/EXTENDED ILLNESS TIME (PTO-EIT)

10.1 Accrual. Full and regular part-time benefited nurses shall receive Paid Time Off (PTO) and Extended Illness/Injury Time (EIT) based upon hours paid (up to 2080 per year) in accordance with the following schedules:

Years of Service	Total PTO and PTO-WS Sick	Annual PTO	PTO Accrual per hour	PTO Bank Maximum	PTO-WS Sick Accrual per hour	Annual Maximum PTO-WS Sick*	Annual EIT	Accrual per hour
0-4	200	148	.0712	348	.025	52	48	.0231
5-9	240	188	.0904	428	.025	52	48	.0231
10-19	280	228	.1097	508	.025	52	48	.0231
20+	320	268	.1289	588	.025	52	48	.0231

*Maximum annual carry over (see Section 10.2.5)

10.1.1 Rate of Pay. PTO and EIT shall be paid at the nurse's regular rate of pay.

10.2 Access to PTO Accrual. PTO accruals are to be accessed for all absences except for those that meet EIT criteria as set forth herein. A nurse will receive pay of no less than their assigned FTE each pay period by the combination of hours worked and access to available accruals. Employees may use their PTO and PTOWs-Sick banks interchangeably.

10.2.1 Requirement to Access Accruals. Nurses are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event a nurse may choose to either utilize accruals or to take cut hours. (Nurses may not access accruals when they are off work due to a disciplinary suspension).

10.2.2 Negative Balances. Nurses may not access accruals that would result in a negative balance. (Nurses will be denied vacation requests if their projected PTO balance would not contain sufficient accruals to cover the requested time off. In this situation, a nurse may request an unpaid leave of absence.)

A. Employees will not be required to have all accrued PTO for a PTO request at the time of approval provided the employee seeking time off is expected to have sufficient PTO to cover the requested time.

B. Employees may have their approved PTO rescinded if they do not have all of the accrued time available at the posting of the schedule in which the PTO occurs.

1. If a situation arises that prevented the employee from having all the PTO for their approved time off request, the employee shall notify the manager and meet with the manager, to discuss their time off, prior to the posting of the schedule in which the time off occurs. If the nurse does not notify the manager

prior to the posting of the schedule in which the time off occurs, the manager has the discretion whether to approve, reduce, or rescind the approved time off (including whether to allow the nurse to take the time unpaid).

10.2.3 Leave of Absence. Access to accruals during a leave of absence must be taken at the nurse's assigned FTE. (A nurse may not access accruals at a lower or higher amount than their assigned FTE during a leave of absence.)

10.2.4 Unpaid Time Off. All accruals must be exhausted prior to taking unpaid time off (unless eligible for EIT access).

10.2.5 PTOWs-Sick Year-End Cap. PTOWs-Sick accruals are job-protected time off accruals granted to provide employees with paid sick time off in accordance with Washington State Paid Sick Leave law and local city ordinances. PTOWs-Sick will accrue without limit during the calendar year. At the conclusion of the final pay period of each calendar year, the PTOWs-Sick bank shall reduce to fifty-two (52) hours of accrual maximum as a carry-over balance into the first pay period of the subsequent calendar year.

10.3 Access to EIT Accrual. The purpose of Extended Illness/Injury Time (EIT) is to provide coverage to a nurse for extended absences from work as a result of illness or injury of the nurse or to care for the illness or injury of a family member as required by Washington State's Family Care Act. Moreover, PTO or EIT may be used for:

- (a) Child of the nurse with a health condition that requires treatment or supervision;
- (b) Spouse or domestic partner (same or opposite sex),
- (c) Parent,
- (d) Parent-in-law
- (e) Grandparent of the nurse who has serious health condition or an emergency condition.

10.3.1 Access to EIT. Nurses may access their EIT accruals once they have missed their 17th consecutive scheduled hour of work. In this event, the nurse's access to EIT will commence from the 17th hour of work forward and will not be applied retroactively to the first (1st) through sixteenth (16th) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization of the nurse or the nurse's family member (exclusive of Emergency Room visits), the nurse's on-the-job injury, chemotherapy treatment, radiation treatment, or outpatient surgery of the nurse. Nurses will be required to access and deplete their EIT-G bank prior to accessing their EIT bank. A nurse, who has accessed his/her EIT under the terms of this Article, and who returns to work from an approved medical leave on a temporarily reduced or a partial day schedule at the direction of the nurse's physician, may immediately access EIT, despite the break in consecutive scheduled hours off, for the missed work hours or days due to the same illness or injury which had precipitated their medical leave.

10.3.2 Workers' Compensation Access. Nurses who will receive time loss compensation under MultiCare's Worker's Compensation program may supplement their time loss payments by accessing limited accruals, up to the amount of the nurses pay for the hours the nurse would have worked had the nurse been available to work. The nurse may choose to use either PTO or EIT to supplement time loss payments. A nurse receiving Worker's Compensation benefits for twelve weeks or less shall be entitled to return to the nurse's same position and shift. A nurse who receives such benefits for more than twelve weeks but not more than six months shall have the right of first refusal to the first available similar opening on the same shift for which the nurse is qualified or the nurse may use his/her seniority to bid on posted positions pursuant to the job posting provisions of this Agreement.

10.3.3 Non-Workers Compensation Re-injury/Relapse. When a nurse attempts to return to work and, within 48 hours of that return to work, is unable to continue to work due to the same illness or injury (of themselves or of the family member pursuant to State and Federal law) which had precipitated their absence, if EIT had been accessed previously, EIT may be accessed again despite the break in consecutive scheduled hours off. EIT may not be utilized retroactively, but from the 17th missed work hour forward.

10.3.4 Family Leave. EIT may be accessed for any period of disability associated with pregnancy or disability caused by miscarriage, abortion, childbirth, and recovery therefrom, in accordance with the criteria set forth herein, so long as appropriate medical certification is submitted reflecting the length of the disability period. However, EIT may not be accessed for the non-disability portion of maternity/paternity or family leave.

10.3.5 EIT G Access Requirement. Nurses will be required to access and deplete their EIT-G bank prior to accessing their EIT bank.

10.4 Premium Pay and PTO Access for Holiday Work. Any hourly nurse who works on a designated Premium Pay Day will be paid time and one-half (1-1/2) for all hours worked on that day. In addition, nurses may also access their PTO accruals for up to their regular shift length on any Premium Pay Day.

10.5.1 Premium Pay Holidays. Premium paydays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For purposes of premium pay, the time period from 3:00 p.m. December 24 to 11:00 pm December 25 shall be recognized as Christmas. Holiday work shall be equitably rotated by the Employer. Where PTO conflicts with the rotation of holidays, individual rotation of holidays shall take precedence. Holidays shall be observed on the day on which they fall.

10.5 Termination of Benefits. Cash-out of accruals will be paid to nurses who terminate in good standing, who change to non-benefit eligible status, or who choose pay in lieu of benefits during open enrollment as follows:

- PTO accruals paid at 100%

- EIT bank accruals are paid at 25% of the balance over 240 hours. EIT-G bank accruals paid based on years of service with Good Samaritan as outlined below:

Years of employment	Cash out%
3-6 years of employment	20% of EIT G bank hours
7-14 years of employment	30% of EIT G bank hours
15 or more years of employment	40% of EIT G bank hours

10.5.1 “Good Standing” Defined. A nurse is not "in good standing" if ~~they~~he or she:

- (a) ~~Are~~Is being discharged for cause; or
- (b) ~~Have~~es given insufficient notice of resignation in accordance with contractual requirements; or
- (c) ~~Have~~es failed to work out their notice period (i.e., calling in short notice for remaining shifts absent a medical certification).

10.6 PTO Cash Out Option: During February and August of each year, nurses with a PTO balance greater than eighty (80) hours may choose to cash out up to eighty (80) hours of their PTO balance such that their balance does not drop below eighty (80) hours.

10.6.1 PTOs-SICK Cash out. During November of each year, an additional cash out period shall be had but only PTO-WS may be cashed out. Employees must retain a minimum of 8 hours in their PTO-WS bank.

10.7 PTO/EIT Donation. A nurse with a PTO balance equal to or greater than forty (40) hours or an EIT balance equal to or greater than two hundred forty (240) hours can donate up to sixty (60) hours per year of their PTO or EIT to another nurse who has a qualifying illness under the PTO donation policy who is benefit eligible, and who has exhausted their PTO and EIT accruals. The rate of pay for a donated hour of PTO or EIT is the donor's rate. Following the donation, the employee must have a PTO balance of at least twenty-four (24) hours.

10.8 Scheduling. PTO shall begin accruing the first day of employment. All PTO must be scheduled in advance in accordance with hospital policies and be approved by supervision. Management will respond to grant or deny the requested PTO no later than twenty-one (21) days after submittal. Generally, PTO may not be taken in increments of less than the nurse's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. The vacation scheduling policy shall not be changed without prior agreement with the Conference Committee.

10.9 Short Notice Requirements. In case of illness or other personal emergency requiring a short notice absence, the nurse is required to notify their supervisor or designee immediately, but not less than two (2) hours prior to the beginning of their shift or in compliance with any other facility or department-specific policy. Each department will develop a system/procedure so that

the nurse will only be required to make one (1) telephone contact with the Employer notifying the Department Manager that the nurse will be absent from work due to illness or injury.

ARTICLE 11 – BENEFITS

11.1 Flexible Benefits (Medical, Dental and Life) Insurance. For new hires and transfers into the bargaining unit as of January 1, 2021, benefits eligibility shall be effective beginning the first of the month following thirty (30) days of continuous employment as a benefits eligible nurse. All full time and all part time nurses regularly scheduled to work thirty (30) or more hours per week (0.75 FTE) shall be eligible for the Employer's flexible benefits insurance plan providing medical, dental and life insurance benefits.

Nurses will have the option of participating in a MultiCare sponsored Wellness Plan. Those who choose not to participate will be subject to health insurance premium surcharge.

11.1.1 Part-Time Nurses Benefits. Part-time nurses regularly scheduled to work sixteen (16) or more hours per week and desiring medical, dental and life insurance may sign up for the Hospital's flexible benefits plan and the Hospital will pay for one-half (1/2) of the nurse only premium, with the remainder to be paid by the nurse.

11.1.2 Exempt Nurses. For the term of this agreement, nurses in the bargaining unit before January 1, 2021, shall remain full-time benefits eligible at twenty-four (24) or more hours per week (.6 FTE) so long as the nurse remains employed with MultiCare.

11.1.3 Health Plan Premiums. The Employer will maintain health plan premium rates through 2023. For plan years 2024, 2025 and 2026, the Employer agrees that any premium increases will be shared equally by the nurse and Employer, except that the nurse share shall not exceed a maximum of fifty dollars (\$50.00) per month in any contract year. In no event will bargaining unit nurses be required to pay premium rates that exceed the rates paid by non-represented employees.

11.2 Health Tests. Annually, the Hospital shall arrange for nurses to take Mantoux skin test and/or chest X ray, if indicated, at no cost to the nurse. All nurses shall be permitted a complete blood count, chest X ray, urinalysis, and pap smear annually when ordered by a physician at no cost to the nurse. Hepatitis testing and anti-hepatitis vaccine will be available at no cost to the nurse. If there is exposure to HIV, testing will be available at no cost to the nurse.

11.3 Retirement. Nurses in the bargaining unit as of December 31, 2007 shall be eligible to participate in the Good Samaritan Grandfathered Retirement Plan with the same automatic and matching contributions and on the same basis as was in effect on January 1, 2007, for calendar years 2014 and 2015.

Nurses hired or who transfer into the bargaining unit after December 31, 2007 shall participate in the MHS Retirement Account Plan (RAP). Effective January 1, 2016, all nurses will participate

in the RAP. The Employer will not make changes to the RAP that would result in a reduction of benefits for provided by the RAP.

Note: All grandfathered 401K plan participants would enter the Retirement Account plan (RAP) at the six percent (6%) Employer contribution level in 2016.

Nurses in the MHS Defined Benefit plan: If the terms of the MHS Defined Benefits Plan are changed for nurses who are in the plan in the Tacoma General bargaining unit, those same changes shall apply to any Good Samaritan bargaining unit nurses who are in the Defined Benefit plan.

11.4 Labor/Management Benefit Committee. Multi Care and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality care while concurrently bending the cost curve. Both MultiCare and the Union share a mutual interest in researching best practices in cost containment features and the benefits that ensure quality but also address increasing costs.

To address these issues, the parties will establish a Labor/Management Benefits Committee with representatives from the bargaining units represented by the Union. The Union will appoint up to a total of six (6) representatives for the bargaining units it represents at Multi Care to include one (1) Union-employed representative to the Committee. MultiCare will appoint up to six (6) management representatives. The Committee shall be advisory and shall meet quarterly, and more often as mutually agreed. In guiding the Committee's work, utilization data and cost information, among other data, shall be reviewed. If the Committee produces mutually agreed upon recommendations for any changes, the Union and MultiCare shall convene a meeting to review the recommendations. All employee representatives shall be on paid relief time.

Information Sharing. The Employer and the Unions agree to participate in a fully transparent process of information sharing regarding utilization rates and the cost of care that will lead to stronger engagement and overall success. The Committee will seek to produce mutually agreed upon recommendations regarding the total cost of coverage shared by the Employer and Employee.

Wellness and Disease Management. The Committee will concentrate efforts on studying options for and action plans to maximize the MHS Wellness Program, disease management programming, primary care delivery models and generic drug utilization. The Committee's goal will be to thoroughly research best practices in these subject areas and recommend them when mutual agreement is reached.

11.5 Dental Plan. The Employer will provide dental coverage. The Hospital will provide the same level of benefits as those provided to non-union employees for the duration of this agreement.

11.6 Long Term Disability Plan. The Employer shall provide a long term disability insurance plan at no cost to all nurses scheduled to work a 0.6 FTE or above. The plan will have a ninety (90) day elimination period and pay a fifty percent (50%) benefit, consistent with Plan terms and conditions, which shall be set forth in the Plan's Summary Description. The Plan will include a voluntary buy-up option to a sixty percent (60%) benefit at the nurse's expense.

ARTICLE 12 – LEAVE OF ABSENCE

12.1 In General. All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. For purposes of eligibility for leave for part-time nurses, one (1) year shall equal twelve (12) consecutive months. A leave of absence begins on the first day of absence from work.

12.2 Maternity Leave. After one (1) year of continuous employment, leave without pay shall be granted upon request of the nurse for a period up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. For nurses employed less than one (1) year, time off for the actual period of disability (as determined by physician) will be allowed.

12.3 Health Leave. After one (1) year of continuous employment, leave of absence for a period up to six (6) months may be granted without pay for health reasons upon the recommendations of a physician, without loss of accrued benefits. When the Health Leave runs concurrent with an FMLA leave, Nurses on an approved leave of absence are entitled to continue health insurance coverage for up to and including three (3) months by paying the premium to the Hospital. Health insurance coverage may be extended by mutual consent for nurses on an approved medical leave of absence for an additional ninety (90) days (for a total of six (6) months) by paying the premium to the Hospital. The Hospital will maintain the coverage to the end of the month in which the leave began.

12.4 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's annual leave.

12.4.1 Spouse Military Leave. As required by State law, an eligible nurse who is the spouse of a military member called to active duty, ordered to be deployed or on leave from deployment during times of a military conflict is entitled to take a total of 15 days of leave per deployment. The leave may be taken without pay or the nurse may choose to substitute accrued leave as required by State law.

12.5 Bereavement. Up to three (3) days of paid leave shall be granted for death in the immediate family. Immediate family shall be spouse, significant other in lieu of spouse, child (including miscarriage or stillbirth), ~~brother or sister~~ siblings and step siblings, parent and step-

parent, grandparents and step-grandparents of employee, grandchildren and step grandchildren, parent of spouse, ~~brother or sister~~sibling of spouse. Two (2) additional days with pay (not taken from the nurse's PTO bank) shall be granted when in the Employer's opinion extensive travel is required to attend the funeral. Paid leave shall be based on scheduled hours of work to a maximum of forty (40) hours within a seven (7) day period.

12.6 Jury Duty. After completion of the review period, the Employer shall supplement jury duty/witness fee (if called to be a witness on behalf of the Employer) compensation to equal the nurse's regular rate of pay. This clause shall pertain to regular part-time nurses who choose benefits on a pro rata basis in accordance with actual hours worked. Subject to patient care requirements, the Employer will schedule time off before and after jury duty if requested by the nurse.

12.7 Domestic Violence Leave. As required by State Law, a nurse who is a victim of domestic violence, sexual assault or stalking is entitled to take reasonable or intermittent leave from work, paid or unpaid, to take care of legal or law enforcement needs or get medical attention, social-services assistance or mental health counseling. A nurse who is a family member (defined as child, spouse, parent, parent-in-law, grandparent or person who the nurse is dating) of the victim may also take reasonable leave to help the victim take leave or seek help. The Hospital will require verification as described in the State law from the nurse who is requesting the leave.

12.8 Leave Without Pay. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date for purposes of seniority and benefits. PTO and EIT leave is accrued on the basis of compensable hours. Leave without pay for a period in excess of thirty (30) days will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave and no benefits shall accrue during such leave unless specifically agreed to by the Employer.

12.9 Leave With Pay. Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

12.10 Return From Leave. A leave of absence guarantees the nurse first choice on the first available similar opening for which a nurse is qualified. When a nurse returns from a combined paid and unpaid health leave of absence not exceeding twelve (12) weeks, the nurse shall be assigned to the same position, shift, and unit held before the leave. The above leave may be extended by the Director in writing. A nurse shall not be eligible to return to work from a disability (maternity/health) leave of absence until the nurse can meet the physical requirements of the job and has written verification of such from the nurse's physician.

12.11 Family Leave. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, a nurse who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the nurse's child after birth, or placement for adoption or foster care; or (b) to care for the nurse's

spouse, ~~son or daughter~~child, or parent, who has a serious health condition; or (c) for a serious health condition that makes the nurse unable to perform the functions of his or her position. The Employer shall maintain the nurse's health benefits during the first twelve (12) weeks of leave and shall reinstate the nurse to the nurse's former or equivalent position at the conclusion of the leave. The leave may be extended without Employer paid benefits for an additional twelve (12) weeks after which time the nurse is entitled to return to the first available comparable opening for which the nurse is qualified. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

12.11.1 Retention of PTO. Upon written request, a nurse on a disability or family leave may retain an annual leave balance of up to forty (40) hours, providing the request is made prior to the leave.

12.11.2 Leave to Care for an Injured Service Member. As required by federal law, an eligible nurse who is the spouse, ~~son, daughter~~child, parent, or next of kin (nearest blood relative) of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

12.11.3 Leave for Military Exigency. As required by Federal law, eligible nurses are also entitled to up to 12 weeks of leave because of "any qualifying exigency" as defined by the Department of Labor arising out of the fact that the spouse, ~~son, daughter~~child, or parent of the employee is a reservist, National Guard member, or a recalled retired member who has been notified of an impending call to active-duty status in support of a contingency operation.

If a leave qualifies under both federal law, state law or this collective bargaining agreement, the leave shall run concurrently. Ordinarily, the nurse must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The Employer may require or the nurse may elect to use accrued paid leave time for which the nurse is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

12.12 Washington State Paid Family & Medical Leave Benefits. Nurses who receive Washington State Paid Family and Medical Leave benefits ("PFMLA benefits") may supplement their Washington State benefits by accessing accrued PTO and, if eligible, EIT, up to the amount of regular pay at the nurse's assigned FTE ("supplemental benefits payment amount"), provided that the nurse has been approved for a leave of absence by the Hospital. The nurse shall submit a written request indicating the type of supplemental benefits the employee elects to use (e.g. PTO or EIT), and shall notify the Employer of the date the employee's PFMLA benefits ends as soon as the employee learns of that information. The employer will deduct the employee premiums from nurses pay and will remit this along with the employer premium to the State of Washington.

ARTICLE 13 – STAFF DEVELOPMENT

13.1 Inservice Education. A regular and ongoing inservice education program shall be instituted and maintained and made available to all shifts with programs posted in advance. The content and procedures of the program are a suitable subject for discussion by the Conference and Patient Care Committees. All nurses required to attend Inservice Education shall be paid according to Article 7 of this Agreement. Mandatory inservice shall be posted in advance.

13.2 Professional and/or Educational Meetings. Up to twenty-four (24) hours per year based on the formula below with pay at the regular rate will be granted for attending professional meetings, provided the number of nurses wishing to attend does not jeopardize the Hospital service. An additional ten (10) days per calendar year (prorated for part-time nurses receiving benefits based on FTE status), with pay at the regular rate, may be granted for attending professional and/or educational meetings, provided the number of nurses wishing to attend does not jeopardize the Hospital service. A written report from the nurse to the manager will be required and the nurse will be expected to inservice. The Employer will respond to requests for leave to attend professional/educational meetings within two (2) weeks of the initial request for the leave. Denials of such requests will be reported quarterly at the Nurse Conference Committee.

0.9 FTE and above	24 hours per year
0.7 FTE TO .89 FTE	16 hours per year
0.6 TO .69 FTE	8 hours per year
Per Diem Nurses	2 hours per year

13.3 Educational Leave.

- a. **Unpaid Educational Leave.** After one (1) year of continuous employment, permission may be granted for leave of absence for a maximum of one (1) year without pay for study, without loss of accrued benefits.
- b. **Paid Education Leave.** The Hospital recognizes the value of continuing education to the nurse. When a nurse participates in an educational program at the request of the Employer, the nurse shall not incur any reduction in pay, and direct expenses will be paid. Consideration will continue to be given to all requests by nurses to attend educational meetings of their choice. Appropriateness of the education, staffing needs, and educational budget status shall determine whether or not the Vice President Patient Care (or appropriate alternate) will grant the request and the manner of compensation both as to time off and to expenses. The Hospital agrees to furnish the ~~Association-Union~~ with a copy of its current policies in regard to education.

13.4 Continuing Education. All full time shall be allowed ~~five-seven~~ hundred and fifty dollars (\$~~75~~50.00) per calendar year (prorated for part-time nurses and \$1~~50~~0 allowed for Per Diem

Nurses) to use for work-related educational opportunities and related expenses, i.e. reimbursement for tuition. Requests for continuing education time off on scheduled work days must be applied for at least twenty-one (21) days in advance on a form provided by the Employer. The Employer will make a good faith effort to update application materials and instructions in a timely manner if there are changes to either. The employee's request shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program. Funds accrued during one (1) calendar year must be used prior to the completion of the ~~following current~~ calendar year – no funds will carry over from year to year. For purposes of this section only, a nurse who is regularly scheduled to work six 12-hour shifts (0.9 FTE) per pay period will be considered full-time and eligible for the full ~~\$550 per year based on documented education level~~ amount. A nurse who is regularly scheduled to work nine 8-hour shifts (0.9 FTE) or less per pay period is not considered fulltime and will be reimbursed on a prorated basis. The Hospital will post a quarterly report to be posted on the intranet and available in the unit that details education reimbursement balances by nurse, identifying each nurse by employee number.

13.5 Education Reimbursement. Employees covered by this agreement shall have access to the Employer's Education Benefits as outlined in the Education Benefit policy. Eligible regular employees with an FTE of .75 and higher will receive up to \$5,250 annually or 100% tuition funding for select programs. Eligible regular employees with an FTE of .4 to .74 will receive up to \$2,500 annually or 100% tuition funding for select programs. MultiCare's benefit administrator for this policy will administer support for all eligible employees (e.g. managing tuition payments, benefit interest forms, applications, and educational coaching services). To obtain benefits, employees must apply, complete the required forms on time, provide the required information, and ensure all stated employee eligibility requirements are met.

13.5.1 Employee performance. Employees must maintain acceptable performance; that is, no formal discipline less than one year prior to the time of application.

13.6 Professional Excellence Program. The Employer shall maintain the Professional Excellence Program as described in the Professional Excellence Handbook. Nurses holding a local unit officer position, District level officer position or a State level officer position in the Washington State Nurses Association will be allowed points under the professional organization officer category while serving in the officer position.

ARTICLE 14 – COMMITTEES

14.1 RN Patient Care Committee. The RN Patient Care Committee shall be supported by both nursing and management and meet not less than once quarterly. More frequent meetings shall be mutually agreed to by both parties. The RN Patient Care Committee shall consist of not less than four (4) and in no event more than eight (8) general duty nurses, half of whom are elected by the bargaining unit and half of whom are appointed by nursing administration. A good faith effort

shall be made to represent all shifts, units, full-time and part-time nurses in the composition of this Committee. Nursing administration shall be represented by no less than two (2) members, one of whom shall be the Vice President Patient Care or designee. Organizational aspects of the committee shall be determined by the Committee. Agendas will be prepared and minutes kept of all meetings, copies of which shall be made available to the bargaining unit and the Employer.

The function of the RN Patient Care Committee shall be an advisory body to identify patient care and nurse practice issues of mutual concern, and initiate problem-solving models to be recommended to the Hospital. The Hospital shall respond in writing to models initiated by the RN Patient Care Committee. The Committee shall develop the Committee's objectives and goals for the duration of this Contract.

14.2 Hospital RN Conference Committee. The Conference Committee shall be comprised of representatives of Hospital management and six (6) nurse representatives selected by the ~~Association~~Union. The Hospital RN Conference Committee shall meet monthly and on a permanent basis with representatives of Hospital management, one of whom shall be the Nursing Administrator or designee, and the Director, Labor Relations, to discuss matters relating to nursing care and other matters of mutual concern. The Chief Nursing Executive (CNE) shall attend Conference Committee two (2) times per year.

14.3 Safety Committee. The Hospital will maintain conditions of health, safety and sanitation in compliance with federal, state and local laws applicable to the safety and health of its employees. Nurses shall not be required to work under imminently hazardous conditions, or to perform tasks, which endanger their health or safety, provided that the parties acknowledge the professional practice of nursing is inherently dangerous. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols, shall be furnished. The Hospital will provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Hospital shall continue its Safety Committee in accordance with existing regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues, including security of the Hospital premises, and to advise the Hospital of education and preventive health measures for the workplace and its employees. Nurses are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee by utilizing the employer system for reporting such incidents. Committee membership shall include two (2) ~~Association~~Union appointed nurses and one (1) ~~Association~~Union appointed alternate.

14.3.1 Workplace Violence Prevention. The Employer is committed to providing a safe and secure workplace for nurses. The Employer will not tolerate workplace violence. Signage will be posted in each unit of the Hospital stating this policy. Nurses may request security in units or rooms of patients any time they believe there is a safety risk. The Employer will engage in appropriate workplace violence prevention planning through its existing Safety Committee or whatever additional committee(s) it deems appropriate.

Nurses may volunteer to serve on the Employer's Safety Committee(s). Attendance at any such committee meetings will be on a paid time basis at the nurse's regular rate of pay. Upon receiving thirty (30) days' notification of a Nurses' need to attend committee meetings under this Article, the Nurse's manager shall arrange coverage for Nurse's shift. Nurses shall not be retaliated against for reporting incidences of workplace violence.

14.4 Nurse Staffing Committee. The parties established Nurse Staffing Committee (NSC) shall be responsible for those activities required of it under RCW 70.41, et seq. The subject of staffing, low census, meal and rest breaks, workloads and the effective and efficient utilization of nurses will be a subject for this committee. Nursing Administration will respond to staffing recommendations made by the Nurse Staffing Committee in writing within fifteen (15) days. The composition of the NSC shall comport with RCW 70.41 and successors thereto. The ~~Association~~ Union will determine how the Registered Nurse Members of the NSC will be selected, including three designated alternatives. The Hospital will provide the ~~Association-Union~~ with an updated NSC membership roster by January 1 annually and whenever changes to the membership occur. Attendance at Committee meetings by appointed committee members will be on paid time basis at the nurse's regular rate of pay and RNs shall be relieved of all other work duties during meetings. A WSNA staff representative may attend. Mandatory NSC meetings will be held at least bimonthly. The designated WSNA representative and the Local WSNA Chairperson shall be provided with agendas, relevant data, and minutes at least ten days in advance of each meeting. All changes to the staffing plan/matrix in any unit shall be considered and voted upon by the NSC before they go into effect. No nurse shall be counseled, disciplined and/or discriminated against for making any report or complaint to the NSC.

14.5 Staffing. The Hospital's staffing plan and its implementation shall in no event violate the following commitments. Each unit in the Hospital's facilities shall maintain staffing levels that provide for safe patient care and the health and safety of nurses. In order to provide safe patient care the Hospital shall:

Provide staffing levels that enable nurses to receive meals and rest breaks;

Provide staffing levels that enable nurses to utilize their accrued paid time off.

Except in emergent circumstances, refrain from assigning nurses to provide care to more patients than anticipated by the agreed staffing plan/matrix and relevant safety requirements.

14.5.1 This article aims to ensure compliance with RCW 70.41.420, Washington State's Safe Staffing Law, while maintaining a collaborative and productive relationship between Multi Care and WSNA. This agreement recognizes the importance of quality of care, the well-being of healthcare professionals, and a productive labor-management relationship.

Effective the first full pay period in January 2024

14.6 Staffing Standard for Patient Population. The state-submitted staffing plan, in effect, will guide the individual department staffing matrix. The Employer and ~~Association~~ Union agree that the assignment of patients will take into consideration staffing standards, acuity, and departmental needs as defined in the staffing plan.

14.6.1 Staffing Standard and Premium. The State-submitted staffing plan shall define the eligibility for the staffing standard premium. The department's staffing matrix defines the number of nurses needed based on patient volume/census and department needs. If a nurse has a patient assignment in excess of the staffing standard for two (2) or more continuous hours, the nurse shall be eligible for staffing standard premium for all time worked above the standard. The premium shall be \$5 per hour.

14.6.2 Premium Ineligibility. Staffing Standards Premium shall not be paid as a result of an unscheduled absence, including but not limited to, intermittent FMLA. Staffing Standards Premium shall not be paid for a nurse leaving the floor for reasons including, but not limited to transport, a code response, meals and/or breaks, etc.

14.6.3 Charge Nurse. If the Employer determines the charge nurse needs to take a patient assignment, or an additional charge nurse assignment, they may either remove the charge nurse assignment or the charge nurse shall be eligible for staffing standard premium for time worked with a patient or second charge nurse assignment, for two (2) or more continuous hours, as long as all eligibility criteria (14.6.1 and 14.6.2) are met.

14.6.4 Resolution. Staffing Standards Premium pay shall be the exclusive resolution for deviations from staffing standards, in accordance with 14.6.1.

14.6.5 Staffing Standard Approval Process. The CNE, or designee, shall have final approval on whether staffing standard is paid based on the shift criteria and eligibility.

14.7 Staffing and Progressive Guidance. Nurses will not be counseled, disciplined and/or discriminated against for appropriately raising patient-care issues including but not limited to questioning appropriateness of the assignment, filling out an ADO or participating in staffing committees.

14.8 Committee Pay. Nurses shall be compensated at their regular rate of pay or receive compensatory time off for all time spent on Employer established committees and contract committees when they are members of the committee, are required to attend committee meetings, or are serving on ad hoc or subcommittees established by the standing committees.

14.9 Employee Voice Committee. The Employer will set up a WSNA belonging committee for Good Samaritan. The committee will provide a collaborative forum for discussing workplace and culture related concerns. The committee will include (4) management representatives and (4) nurse representatives designated by the Union, one of whom can be a WSNA staff person. The parties

will make reasonable efforts to include diverse representation. Nurses shall not incur any discipline or retaliation for reporting to or participating in this committee.

The intent of the committee is to promote communication and education and does not replace or interfere with established reporting, investigation, or corrective action processes. The Employer retains sole responsibility for investigating complaints and determining appropriate action.

The committee will meet on paid time and at least on a quarterly basis with additional meetings by mutual agreement. The committee may offer recommendations for training or workplace improvements for the Employer's consideration.

The committee will be established within three (3) months of this Agreement. At the initial meeting, the Chief Belonging Officer (or designee) will participate to assist in outlining general expectations and areas of focus. The parties will coordinate to ensure a mediator from either FMCS, DRC, or PERC will be available at the first meeting to address any disputes regarding the development of the Employee Voice Committee. The first meeting may last up to three (3) hours on paid time.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Grievance defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

15.1 Step One Written Warnings. The Employer and ~~Association-Union~~ agree that should the ~~Association-Union~~ not grieve a Step One Written Warning, the ~~Association-Union~~ reserves the right to challenge the basis for the Step One Written Warning if the Step One Written Warning is used as the basis for further discipline up to and including discharge.

15.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

15.3 Grievance Procedure. A grievance must be submitted in accordance with the following grievance procedure:

<u>Step 1.</u>	<u>Manager</u> If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's manager within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed, Upon receipt thereof, the manager shall attempt to
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	resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.
Step 2.	<u>Director</u> If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the Director (and/or designee) within fourteen (14) calendar days of the manager's decision. A conference between the nurse (and the Local Unit Chairperson, if requested by the nurse) and the Director (and/or designee) shall be held within fourteen (14) calendar days for the purpose of resolving the grievance. The Director (or designee) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.
Step 3.	<u>Chief Nurse Officer.</u> If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Chief Nurse Officer (and/or designee) within fourteen (14) calendar days of the Step 2 decision. The Chief Nurse Officer (and/or designee) shall meet with the nurse and the <u>Association-Union</u> Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Chief Nurse Officer (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.
Step 4.	<u>Arbitration.</u> If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the <u>Association-Union</u> have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the <u>Association-Union</u> may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Vice President Patient Care or designee. If the Hospital and the <u>Association-Union</u> fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half(1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly

	incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.
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15.4 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

15.5 Termination. This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

15.6 Group Grievance. Any common grievance involving two (2) or more nurses which has the same factual basis may with the consent of the Employer be submitted by the Association Union at the Step 2 level, provided that the grievance is submitted within twenty-one (21) calendar days from the date the nurses became aware or should have been aware that the grievance existed. The time interval between the Association's-Union's request for the group grievance and the Hospital's response confirming or rejecting the Association's-Union's request shall not be counted toward the time lines for filing an individual grievance.

ARTICLE 16 – MANAGEMENT RESPONSIBILITIES

This Contract acknowledges that the Hospital through its respective governing body has the trusted obligation to provide certain medical and treatment services, and related health care within their community. Additionally, the Hospital strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities, and other extraneous services which could lead to unnecessary and additional expenses to patients. In order to carry out this trusted obligation it is agreed that management rights include such things as: control over all matters concerning the administration and operation of the Hospital; the determination of the location, relocation or termination of any or all of Hospital facilities, including the operations and services to be rendered; the determination of whether subcontracting is necessary; the right to formulate and administer Hospital rules and regulations; to determine the size, qualifications and composition of the work force and to direct such work force; determination of the quality and quantity standards; the assignment of work and the scheduling of work hours; the right to select, hire, lay off, promote, transfer, demote, discipline, suspend and terminate employees for

just cause; to perform other functions inherent in the administration of the Hospital. The above will not be inconsistent with the provisions of this Agreement.

ARTICLE 17 – UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the ~~Association~~Union. During the term of this Agreement, neither the ~~Association~~Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, walkout, slowdown or work stoppage, or a threat thereof, the ~~Association~~Union and its officers will do everything within their power to end or avert same.

ARTICLE 18 – GENERAL PROVISIONS

18.1 It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement shall be found to be contrary to existing law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

18.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

18.3 Wage Rates. Nothing contained herein shall prohibit the Employer from requesting to meet and confer with WSNA to raise the wage scale specified in 8.1.2 or any other economic terms and conditions.

ARTICLE 19 – SUCCESSION

This Agreement shall be binding upon Good Samaritan Hospital and any successor employer. Good Samaritan agrees to provide successor with notice.

ARTICLE 20 – DURATION

This Agreement shall become effective following ratification, with pay changes effective the first full pay period following ratification, unless otherwise stated. This agreement shall remain in full force and effect up to and including March 31, ~~2029~~2026 unless changed by mutual consent. Should the ~~Association~~Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer 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 Contract.

ADDENDUM 1
TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the ~~Association~~Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for ten (10) hours of work and one (1) or more thirty (30) minute unpaid lunch period(s) as required by law. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each five (5) hours of work. Shift start times shall be determined by the Employer.

2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as determined by the Employer. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) hours beyond the end of a scheduled shift, all overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).
3. 7/70 Staffing - Work on Week Off. The 7/70 is a staffing system that follows a basic staffing pattern of seven (7) consecutive ten (10) hour days of work followed by seven (7) consecutive days off. If a 7 /70 staffing system is utilized, nurses shall be paid at the rate of one and one-half (1 1/2) times the regular rate for all work performed on their scheduled week off duty unless the nurse requests such work.
4. Days Off. The Director will designate four (4) days off each pay period on the schedule. The application of Section 9.11 of the Employment Agreement shall be limited to those four (4) designated days off. (Note: This applies to employees working four (4) ten (10) hour days, not to employees working 7/70s.)

ADDENDUM 2

TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the ~~Association~~Union, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The twelve (12) hour shift schedule shall provide for twelve (12) hours of work and two (2) thirty (30) minute unpaid meal periods, as required by law. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer.

2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x).
3. Time Off Between Shifts. ~~Effective after March 31, 2024, i~~n scheduling work assignments, the Employer will provide each nurse with at least eight (8) hours off duty between regularly scheduled twelve (12) hour shifts, unless otherwise requested by the nurse., If a nurse does not receive the minimum rest between shifts, all work performed on the nurse's next regular shift will be paid at one and one half (1 1/2) times the regular rate of pay, as provided for in Section 7.8 of the Agreement..
4. Days Off. The Director will designate four (4) days off each pay period on the schedule. The application of Section 9.11 of the Employment Agreement shall be limited to those four (4) designated days off.

ADDENDUM 3

SIXTEEN (16) HOUR WEEKEND SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the ~~Association~~Union, nurses may, on an individual basis, agree to work a sixteen (16) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The sixteen (16) hour shift schedule shall provide for sixteen (16) hours of work and three (3) separate thirty (30) minute unpaid meal periods, as required by law. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this sixteen (16) hour weekend shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first hour after the end of the sixteen (16) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than one (1) hour beyond the end of the sixteen (16) hour shift, all overtime hours after seventeen (17) consecutive hours of work for that shift shall be paid at double time (2x).
3. Time Off Between Shifts. Section 7.8 of the Employment Agreement shall not apply to this weekend work schedule.
4. Weekends. Section 7. 7 of the Employment Agreement shall not apply to this weekend work schedule.
5. Sick Leave. Nurses shall make a good faith effort to notify the Employer at least twenty-four (24) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Failure to give at least twenty-four (24) hours' notice on a regular basis may result in termination of this innovative schedule.

ADDENDUM 4

TIERED FLOAT POOL

1. Management will determine the number of FTEs, cluster requirements (i.e. in which units within a cluster a nurse may be required to work) and work schedules for each tier of the float pool.
2. The Hospital will specify the cluster requirements and FTE on each float pool position posting.
3. Eligibility requirement: Must hold an FTE'd position. Management shall determine the minimum FTE requirement for float pool positions.
4. Minimum of six (6) months acute care RN nursing experience for a nurse with at least one year of experience as an RN, or completion of a one-year new grad program in an acute care setting to be hired into the tiered float pool. An RN would not be eligible for higher tiered

float pool pay rate until successful completion of the orientation to the clinical cluster(s) and is able to function independently.

5. Eighty (80) hours of orientation will be made available to the RN to move to a different tier. RN must successfully complete orientation to the new units (cluster[s]) with the eighty (80) hours of orientation. Eligibility to receive orientation to participate in the tiered float pool will be dependent on available positions.
6. The tiered float pool premium shall be paid for all paid compensable hours when the employee is assigned to the float pool as their home department (i.e. when the majority of the nurse's FTE is within the float pool). A nurse who has an FTE in the float pool, but for whom the float pool is not his or her home department, shall be paid the float pool premium for all hours worked as a float pool nurse. The float pool premium shall not be included in the regular rate of pay for purposes of Section 8.76 (Wage Premium in Lieu of Benefits).
7. A nurse need not be equally as proficient in all specialties within one cluster but shall be competent to work in all units within their cluster. For example, a Float Pool RN may not have a chemo certification to work on med-one or an intra-aortic balloon-pump competency for the ICU.

Tier I	Tier II	Tier III
Works within one (1) or more units of a single (1) cluster	Works within one (1) or more units in two (2) clusters	Works within one (1) or more units within three (3) or more clusters
\$6 per hour	\$8 per hour	\$12 per hour

Float Pool Tier Clusters: (Each area listed below is considered a "cluster" - defining the level of care for the patient):

1. Medical/Surgical/Rehab
2. Family Birth Center
3. Critical Care, Progressive Care, Observation
4. Emergency Department
5. Perioperative Services and Procedural Services

Position Specific Competencies are located on the intra net which are current as of the effective date of this collective bargaining agreement.

<https://multicare.unily.com/sites/mcu-multicare-university/SitePageModern/49245/critical-care-pacu-ir-cath-lab-psoc-same>

ADDENDUM 5
NIGHT SHIFT INNOVATIVE SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the ~~Association~~Union, nurses may, on an individual basis, agree to a work schedule consisting of six (6) consecutive pay periods worked, with two (2) consecutive pay periods off, with the consent of the Employer so long as the Employer has offered each nurse who chooses this schedule the choice of working a normal schedule. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The schedule may provide for a work day of eight (8), ten (10), or twelve (12) hours and includes at least one (1) thirty (30) minute unpaid lunch period, in accordance

with the law. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer.

2. Work Schedule. The schedule shall provide for night shifts which correspond to a total .8 FTE or higher. The specific schedule of hours/days/pay periods off will be agreed to in advance by the Employee and Employer and attached to this document.
3. Paid Time Off. Under this schedule, Articles 10.1, 10.2 and 10.5 shall not apply. Employees who start this schedule with a annual balance will be cashed out for any accruals in excess of 120 hours. The remaining accrued annual time may only be used if the nurse is assigned low census. Under this schedule, the employee will not accrue additional annual.
4. Sick Leave. Under this schedule, the employee will accrue sick leave during the time worked, but not during the time off.
5. Shift Differential. Under this schedule, Article 9.1 shall not apply and the employee will not receive a shift differential.
6. Work on Scheduled Days Off. Under this schedule, Article 9.11 shall not apply. If the nurse works additional shifts during the 2 pay periods off, the nurse shall be paid their straight time rate of pay for hours worked, subject to overtime eligibility as noted above.
7. Bonus. For the 2 pay periods that the employee has off, the employee will receive 2 bonus payments, up to their regular, assigned FTE pay, using the following formula:

Number of hours worked (regular and overtime, up to the employee's regular assigned FTE) during the 6 pay periods, divided by 6, multiplied by the employee's straight time rate of pay.

The total bonus cannot exceed 160 times the employee's straight time rate of pay. Employee-requested low census hours are not counted towards the bonus. This calculated amount will be paid and taxed as a bonus. The bonus shall be paid through the regular payroll process.

8. Benefits. Benefits, except as previously noted for annual and sick leave will continue during the time off.
9. Unscheduled Absence. If during a 24-pay period cycle the employee has six (6) or more occurrences of unscheduled absences, the Employer will discontinue the program for the

nurse. This does not include absences due to approved FMLA, FCA, maternity or low census hours.

10. Experience. RN's must have at least twelve (12) months of experience as an RN in an acute care setting. Nine (9) months of related experience in a specialty area may be considered as an alternative, at the discretion of the employer.
12. Eligibility. Nurses in the Emergency Department and Tiered Float Pool are eligible.
13. Termination of the Night Shift Innovative Schedule. If the nurse voluntarily requests to be removed from the night shift innovative schedule, the nurse must bid for an open position in accordance with Article 5. 7. If the Employer discontinues the night shift innovative schedule for reasons other than excessive unscheduled absences pursuant to paragraph 13, the nurse shall be returned to the nurse's previous unit with the same FTE, shift and shift length. If the nurse is involuntarily removed from the innovative night shift schedule due to excessive unscheduled occurrences pursuant to paragraph 13, the nurse will remain at his or her night shift innovative schedule FTE and shift length (8, 10 or 12 hours) but the night shift innovative shift schedule terms will no longer apply. Any discontinuation of the night shift innovative schedule must occur at the end of the eight (8) pay period cycle.

ADDENDUM 6

TWENTY-FOUR HOUR WEEKEND SCHEDULE

In order to ensure adequate weekend coverage, the ~~Association-Union~~ and the Hospital agree that, to the extent the Hospital deems it appropriate; the Hospital may offer positions on a special weekend work program. Nurses who are selected for these positions are required to work a schedule consisting of two (2) twelve (12) hour shifts every weekend between the hours of 7:00 p.m. Friday to 7:30 a.m. Monday.

This program is adopted in accordance with Section 7.3 of the Agreement. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The twelve (12) hour shift schedule shall provide for twelve (12) hours of work and includes at least one (1) thirty (30) minute unpaid lunch period, in accordance. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer.

2. **Wage Rate.** Nurses on this schedule shall be paid in accordance with the following schedule:

Day Shift (7:00 am to 7:30 pm): Regular rate times 1.5 equals the wage rate for 7:00 am to 3:00 pm. Regular rate times 1.5 equals the wage rate for 3:00 pm to 7:30 pm.

Night Shift (7:00 pm to 7:30 am): Regular rate plus evening shift differential times 1.5 equals the wage rate for 7:00 pm to 11:00 pm. Regular rate plus night shift differential equals the wage rate for 11:00 pm to 7:30 am.

Evening shift (3:00 pm to 3:30 am): Regular rate plus evening shift differential times 1.5X equals the wage rate.

To be eligible for this time and one-half (1 1/2) weekend pay, the Nurse must work the Nurse's entire weekend work schedule. If the Nurse takes paid or unpaid leave for any hours on the weekend, the weekend shall be paid at the regular rate of pay, provided that paid or unpaid leave is not due to low census, sick leave or an approved trade.

3. **Premium Pay.** Nurses working the twenty-four (24) hour weekend schedule do not receive weekend premium pay, consecutive weekend premium, holiday premium pay or the rest between shifts premium.
4. **Overtime Pay.** If a nurse works beyond the end of the twelve (12) hour shift, all hours of work beyond twelve (12) consecutive shall be paid at double time (2x).
5. **Paid Time off.** Nurses who choose to work a twenty-four (24) hour weekend schedule understand the following:
 - a. In any one calendar year, the Nurse is not eligible for more than four (4) weekends approved and scheduled as annual leave. The holiday rotation commitments of Section 10.5 shall not apply to this weekend work schedule. The nurse working the twenty-four (24) hour weekend schedule is required to work all weekends including holiday weekends unless the nurse has been granted annual leave time per the vacation scheduling requirements of this Addendum and Section 10.2.
 - b. Nurses accrue PTO & EIT at the following rates, in accordance with article 10:

<u>Years of Service</u>	<u>Total PTO and PTO-WS Sick</u>	<u>Annual PTO</u>	<u>PTO Accrual per hour</u>	<u>PTO Bank Maximum</u>	<u>PTO-WS Sick Accrual per hour</u>	<u>Annual Maximum PTO-WS Sick*</u>	<u>Annual EIT</u>	<u>Accrual per hour</u>
<u>0-4</u>	<u>200</u>	<u>148</u>	<u>.0712</u>	<u>348</u>	<u>.025</u>	<u>52</u>	<u>48</u>	<u>.0231</u>
<u>5-9</u>	<u>240</u>	<u>188</u>	<u>.0904</u>	<u>428</u>	<u>.025</u>	<u>52</u>	<u>48</u>	<u>.0231</u>
<u>10-19</u>	<u>280</u>	<u>228</u>	<u>.1097</u>	<u>508</u>	<u>.025</u>	<u>52</u>	<u>48</u>	<u>.0231</u>
<u>20+</u>	<u>320</u>	<u>268</u>	<u>.1289</u>	<u>588</u>	<u>.025</u>	<u>52</u>	<u>48</u>	<u>.0231</u>

6. Pay for Non-Weekend Scheduled Hours. If a Nurse covered by this Addendum works extra shifts during the week, they will be paid at their regular non-weekend rate of pay. Nurses understand that department management may choose not to schedule twenty-four (24) hour weekend staff for weekday work due to the inherent potential for that work to interfere indirectly with the weekend commitment.

* Normal Rate x 1.5 = X

(Example: .0730 x 1.5 = .1095/hour)

ADDENDUM 7 **RESIDENCY AGREEMENT**

Link to Program Criteria:

<https://multicare.unily.com/sites/nursing/SitePageModern/76313/transition-to-practice>.

Link to Resident Agreement: <https://jobs.multicare.org/students-grads/rn-residency/>

ADDENDUM 8
Approved Uses of Continuing Education Funds

Nursing specific software (not including operating system software or hardware); Books (electronic and hard copy) and membership dues in professional organizations such as AORN, AWHONN, ENA;

Medical journal subscriptions (electronic and hard copy); Medical dictionaries and reference guides (electronic and hard copy); Conferences and seminars (includes on line seminars and conferences); Course registrations (includes on line courses); Travel to and from conferences and seminars, including:

Air fare;
Rental car;
Mileage;
Meals;
Hotel;
Parking;

Membership dues;

- 1st time Washington State license fees
- Specialty license/certification exam/re-certification and review course fees (including on line exams)

As technology advances, the list of approved uses may be subject for Conference Committee.

LETTER OF UNDERSTANDING **TRANSFERS AND COMPENSABLE HOURS**

The Employer agrees to continue its practices as identified below regarding identifying and reporting nurses who transfer into the bargaining unit and accounting for compensable hours as noted below:

Transfers into the bargaining unit: Human Resource identifies transfers into the bargaining unit through the internal transfer process. The Recruiter or HR Generalist notifies Employee Relations of transfers into a WSNA position, including the effective

date of the transfer. Employee Relations ensures the transferred nurse is included on the roster provided to WSNA in accordance with article 3.4.

LETTER OF UNDERSTANDING
NO PYRAMIDING OR DUPLICATION OF OVERTIME

a. Instances Involving the Same Hours.

- (1) If the contractual obligation required overtime and one or more premiums paid at the rate of time and one-half (1-1/2) for the same hours, the maximum obligation shall be time and one-half (1-1/2) for all such hours.

(2) If the contractual obligation requires two or more premiums paid at the rate of time and one-half (1-1/2) for the same hours, the maximum obligation shall be time and one-half (1-1/2) for all such hours.

(3) If the contractual obligation requires overtime or premium pay paid at the rate of time and one-half (1-1/2) and double time (2x) for the same hours, the double time (2x) rate shall be paid for those hours.

b. Instances Not Involving the Same Hours. In instances not involving the same actual hours worked but where the no pyramiding and/or duplication rule exists, the following standards shall be utilized:

(1) Overtime (7.5). Hours paid for beyond the normal full-time work day (i.e. daily overtime) shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly or by pay period overtime).

(2) Weekends (7.7). Hours paid for under this section at the premium rate of time and one-half (1-1/2) shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly or by pay period overtime).

(3) Rest Between Shifts (7.8). Hours paid for at this premium rate (time and one-half) which occur before a regularly scheduled shift shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly overtime). Hours paid for at this premium during the employee's regularly scheduled shift shall count in computing hours worked beyond the normal full-time work week (i.e. weekly or by pay period overtime).

(4) Callback Pay (9.3). Hours paid for under this premium which do not occur during a regularly scheduled shift (i.e. low census standby) shall not count as time worked in computing hours beyond the normal full-time work period (i.e. weekly or by pay period overtime). Hours paid for at this premium rate occurring during the employee's regularly scheduled shift shall count in computing hours worked beyond the normal full-time work period.

(5) Work on Holidays (10.5). Hours paid for at this premium rate (time and one-half) during the normal work day shall count as time worked in computing hours beyond the normal full-time work period (i.e. weekly overtime). Hours paid for under this premium in excess of the normal work day shall not count as time worked in computing hours beyond the normal full-time work period (i.e. weekly overtime).

LETTER OF UNDERSTANDING
INCENTIVE PAY PLAN

The Employer reserves the right to create an Incentive Pay Plan ("IPP") to incentivize employees to pick up extra shifts due to position vacancies, high census, leaves of absence, or other emergent needs. The Employer has discretion to determine the incentive that will be paid for incentive-eligible shifts and discretion to determine which shifts and units will be eligible. The

employer shall communicate the incentive and period of time for such incentive prior to a nurse picking up the shift.

The following terms and conditions apply to Incentive Pay Plan:

1. At its discretion, the Hospital may designate individual shifts in certain departments as eligible for shift incentive pay. If the Hospital makes this designation, only those nurses who are working an extra shift (above their assigned FTE) during the pay period will be eligible for shift incentive pay (hereinafter referred to as "Incentive Pay"). For example, the Hospital may designate that on February 20th, the third shift in the Emergency Department is eligible for Incentive Pay, and all nurses working an extra shift during the designated shift will be eligible for Incentive Pay.
 - a. Nurses who are already scheduled to work the designated shift as part of their regular shift schedule will not be eligible for Incentive Pay.
2. The Employer will identify the incentive pay amount when communicating to Nurses that a shift is designated for incentive pay. The incentive pay amount will be offered as a flat dollar amount or an hourly rate (e.g. \$200 or \$20/hour).
3. All normal float rules apply.
 - a. If the nurse has accepted the IPP shift and is then floated, the nurse will still receive Incentive Pay. If the nurse has accepted an IPP shift, comes in after the start of shift, and there is a need for a nurse on the unit to float, the charge nurse, or unit/department if there is no charge nurse, will determine which nurse (including the IPP nurse) will float based on patient care needs.
 - b. If a nurse picks up an extra shift, regardless of whether Incentive Pay is offered, and then is floated to a unit that is offering Incentive Pay, the nurse will receive the Incentive Pay for all time worked in the floated-to unit for which IPP was offered.
4. Incentive pay will be paid for all hours worked during the shift eligible for incentive pay, as long as the employee also meets their FTE in the pay period in which the incentive shift is worked.
 - a. In determining whether the nurse has met their FTE, the following hours paid but not worked shall not count: unscheduled PTO, unscheduled EIT, and voluntary education.
 - b. In determining whether the nurse has met their FTE, the following hours paid but not worked shall count: prescheduled PTO, prescheduled EIT, mandatory low census (including if a per diem's shift gets canceled), mandatory

education, jury/civic duty, Paid Washington Sick Time (PTOSick-WA), and bereavement.

5. Per Diem nurses must work a minimum of 24 hours in a pay period in addition to the CBA-IPP shift to be eligible.
6. Incentive Pay is subject to the same non-pyramiding rules set forth in the parties' Collective Bargaining Agreement.
7. In the event more nurses volunteer and/or are signed up for a given incentive shift than are necessary, the order of preference should be based on which nurse(s) is less likely to be paid overtime or double time as a result of working that shift.
8. Management reserves the discretion as to implement as well as to discontinue the incentive pay plan.

LETTER OF UNDERSTANDING
COMPENSATION FOR WSNA NEGOTIATING TEAM

For the ~~2026-2029~~~~2023-2026~~ collective bargaining agreement, the bargaining team shall receive \$~~4,000~~~~5,000~~ each for ~~8~~~~10~~ individuals paid, at the latest, 30 days from ratification (on the pay day the 30th day falls in).

In addition, the bargaining unit may donate PTO to the bargaining team:

Employer will provide forms to WSNA within 5 calendar days of tentative agreement. WSNA will provide the Employer with the completed forms and donation allocation within 30 days of ratification. The employer will process the PTO donations within 14 calendar days of receiving the donation forms and allocation from WSNA. For bargaining team members who are per diem or pay in lieu of benefits status, they shall receive the monetary equivalent of the PTO donation within 14 calendar days of receiving the donation forms and allocation from WSNA (on the pay day the 14th day falls in).

LETTER OF UNDERSTANDING #4
STUDENT LOAN REPAYMENT

~~Effective the first full pay period following the implementation of the Employer's new HRIS system, Workday, but no later than August 1, 2023, t~~The Hospital will provide monthly student loan payments for eligible RNs ~~through December 31, 2025, or~~ as long as the federal program pursuant to IRS Section 127 continues to exist, ~~whichever is longer~~. However, employees shall not be eligible for more than five (5) years of student loan repayment benefits. Nurses will be eligible for up to \$400 per month for student loans accrued, due to the completion of an eligible nursing degree. To qualify, a nurse must complete six (6) months of employment. While receiving loan repayments, the nurse must maintain an FTE of .75. This program shall not impact a nurse's ability to participate in the tuition reimbursement or assistance program for current education courses. The benefit is nontaxable in accordance with IRS Section 127 criteria, up to a combined \$5,250 annually. Payments in excess of \$5,250 will be processed as taxable income.

If the federal program pursuant to IRS Section 127 described above ends, the Hospital will notify WSNA and engage in bargaining over the Student Loan program.

MEMORANDUM OF UNDERSTANDING
WELLNESS PLAN

For the MultiCare Health System Wellness Plan

Nurses will have the option of participating in a MultiCare sponsored Wellness Plan. Those who choose not to participate will be subject to health insurance premium surcharge. Multi Care will maintain minimally a \$30.00/month discount benefit to premium through the life of the '23-'26 Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING #5
GRIEVANCE, ARBITRATION, AND ULP SETTLEMENTS

The parties agree that the following Grievances & Arbitrations and ULPs are resolved (unless noted otherwise) as part of the negotiations that lead to this Agreement.

Grievances and Arbitrations:

~~22-03-0056~~

~~31-03-0067~~

~~22-05-0100, 0101, 0102, 0103~~

~~22-11-0242.2~~

~~3-03-0048~~

24-01-0019

26-02-0021

ULPs

~~19-CA-319916~~

~~19-CA-318624~~

~~19-CA-316706—Union would recommend deferring to arbitration.~~

19-CA-384276

19-CA-366891

UCs

19-UC-387182

MEMORANDUM OF UNDERSTANDING:
MEAL AND BREAK AGREEMENT

The parties agree the break buddy system shall not be the primary method of providing break relief, effective May 1, 2024. Specifically, the break buddy system shall be used as a last resource to ensure meals and breaks are provided on a unit, as defined in the unit's meal and break plan.

1. Each unit leadership team with input from the staffing committee representative shall create a meal and break process for their unit.
2. Break relief nurses shall have similar skills, scope, and competencies and shall not have a patient assignment.
3. Units who select to use flex RNs for meal and break coverage may continue to do so as part of their unit meal and break plan.
4. Plan(s) shall be submitted to the hospital staffing committee no later than April 1, 2024 and shall be reviewed during the April 2024 staffing committee meeting for its approval.
5. Upon approval by the staffing committee, or effective May 1, 2024, leaders shall implement the meal and break plan(s).

Effectiveness: At each monthly staffing committee meeting, the Employer shall report out on missed meals and breaks (by unit and shift) and, beginning June 1, 2024, the number of meals and breaks covered by the break buddy system or flex RN s will be reported out.

If a unit misses more than 20% of breaks during a quarter, or is utilizing the buddy system or flex RNs more than 20% of the time, the HSC will review with the unit, during a staffing committee meeting, to discuss any systemic issues leading to missed breaks or utilization of the buddy system or flex RNs. If determined by the staffing committee as necessary, a recommendation to the impacted unit shall be made on how to meet the meal and break plan.

Notice of Meal/Break Needs: Nurses shall take their meal and rest breaks. If a nurse is unable to take a 30-minute meal period or rest period(s), or if they are unable to assist with break relief, they shall notify their manager or designee and they shall attempt to provide the manager or

designee with enough notice so they may attempt to arrange for the nurse to receive their required meal and/or break(s).

Nurses shall be completely relieved of duty while taking meal and rest breaks.

MEMORANDUM OF UNDERSTANDING **MEAL AND BREAK AGREEMENT 2**

1. Pursuant to the Memorandum of Understanding: Meal and Break Agreement in the Parties' 2023-2026 CBA, the Hospital shall provide dedicated staffing to ensure that RNs on each unit receive meals and breaks without primary reliance on the break buddy system.

2. For each unit, the Hospital will establish the staffing required to provide meal and rest breaks based on the actual break needs of the unit as determined by the unit leadership team with input from the unit-based staffing committee. Actual break needs shall reflect the number of hours necessary to provide break relief consistent with the 2023-2026 CBA and the current Staffing Matrix.

3. For each schedule period, the Hospital shall provide staffing to fulfill each unit's established break needs by adding pre-scheduled shifts intended for break relief for permanent and per diem RNs in the same unit or other nurses with similar skill and ability that also work floor shifts with a patient assignment.

4. At minimum, the Hospital shall allocate the equivalent of no less than twenty two (22) FTEs intended to provide break relief. This includes any pre-scheduled break relief shifts that have already been created pursuant to the 2023-2026 collective bargaining agreement. This minimum commitment is not intended to reduce break relief shifts resulting from the assessment and scheduling outlined in Paragraphs 2 and 3. The parties further agree that the intent of this allocation is to assure staffing for break relief. The Hospital will also continue to utilize additional resources beyond pre-scheduled break relief shifts to meet unit break needs, including but not limited to offering additional shifts to permanent and per diem nurses.

5. The Hospital will use the same efforts to fill the shifts identified in Paragraph 4 as it uses to fill existing regular shifts, to ensure the break relief role is staffed on the same basis as other roles.

6. A nurse serving in a break relief role will not be low censused unless there is a change in unit needs and unit leadership reviews the unit staffing plan, patient acuity, and the ability to cover breaks and determines there will be adequate break coverage if the break relief role is low censused.

7. For each unit, the unit-based staffing committee shall recommend the appropriate shift length for any additional scheduled shifts and the number of additional FTEs needed, if any, to cover the unit's established break needs. This may include FTEs with variable schedules, at the Hospital's discretion.

8. No later than thirty (30) days following the execution of this Agreement, the Hospital shall present the plan to provide staffing intended for break relief for each unit to the Hospital Staffing Committee. The Hospital will post for any additional FTEs required no later than sixty (60) days following the execution of this Agreement and will maintain these postings until filled.

9. The Hospital will continue to record missed meals and breaks by unit and shift and the number of meals and breaks covered by the break buddy system or flex RNs to the degree required by the collective bargaining agreement and Washington law. This data will be reported monthly to the Hospital Staffing Committee.

10. Violations of this Agreement are subject to the CBA's grievance and arbitration procedures.

11. The Union agrees that this Agreement fully settles and resolves the Break MOU Grievance, No. 24-08-0230, FMCS Case No. 250109-02573. The Hospital shall be responsible for any arbitrator and court reporter costs incurred. The Union will request the withdrawal of the charge in NLRB Case No. 19-CA-370773 and take all steps necessary to effectuate that withdrawal.

MEMORANDUM OF UNDERSTANDING:
STAFFING PLAN CHANGES

The hospital will present proposed changes to any staffing care model (i.e. team nursing/an integrated care model) to the staffing committee in accordance with RCW 70.41.420 and its successors.

MEMORANDUM OF UNDERSTANDING:
ADDITIONAL RESOURCES

The following changes are additive or representative of current staffing, as indicated. For additions, changes shall become effective no later than six (6) months following the date of ratification and applied to the 2024 staffing plans:

- Med/Onc: The Employer agrees to have a flex RN. (Currently in place)
- Post Surgical/Ortho-Surg: The Employer agrees to have a flex RN. (Currently in place)
- Observation: The Employer agrees the current charge nurse assignment would be a free charge nurse assignment and there will be a flex RN. (Charge nurse assignment - currently in place) (Flex is additive)
- PCU: The Employer agrees to have a flex RN. (Currently in place)
- Inpt Rehab: The Employer agrees to have a flex RN. (Flex is additive)
- NICU: The employer agrees there will be a free charge-receiver nurse assignment who will also ~~be a receiver and~~ provide meals and breaks on the unit. (~~Charge nurse assignment is additive~~)
- START: The employer agrees to have a resource nurse ~~there will be a free charge nurse assignment~~ who will also provide meals and breaks on the unit. (~~Charge~~ Resource nurse assignment is additive)

For units where tile above assignment is currently in place, the assignment will remain in place for 2023 and shall be applied to the 2024 staffing plans.