

2017 - 2020

EMPLOYMENT AGREEMENT

By and Between

GOOD SAMARITAN HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

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2017 – 2019

## EMPLOYMENT AGREEMENT

By and Between

GOOD SAMARITAN HOSPITAL

and

WASHINGTON STATE NURSES ASSOCIATION

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"). 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.

### ARTICLE 1 - RECOGNITION

The Employer recognizes the Association 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 for the purpose of discussions and agreement with respect to rates of pay, hours of work and other conditions of employment.

### ARTICLE 2 - ASSOCIATION 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, or voluntarily become members of the Association after that date shall, as a condition of employment, remain members in good standing in the Association or agree to pay the Association a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Association 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 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 or agree to pay the Association 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, 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 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. Any employee exercising their right of religious objection must provide the Association with a receipt of payment to an appropriate charity on a monthly basis.

2.1.2 Hold Harmless. The Association 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 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 by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each employee authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that 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 Visiting Rights. Duly authorized representatives of the Association 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 representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance notice has been given to the Human Resources 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 shall have the right to select a local unit chairperson from among employees in the unit. The parties acknowledge the general proposition that Association 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 shall be permitted to post Association notices in the space provided by the Employer on the employee bulletin board, or other location approved by the Employer, with prior approval of the administrator or designee. 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. Items on Association boards shall not be removed by Management.

3.4 Rosters. Twice a year (in the months of January and July), by an Excel spreadsheet attachment to an e-mail, the Employer shall provide the Association 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 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 to each nurse presently employed and to all newly hired nurses.

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 negotiating team subject to staffing requirements and other patient care considerations.

#### ARTICLE 4 - DEFINITIONS

4.1 Resident Nurse. A nurse whose clinical experience after graduation is less than six (6) months, or a nurse who is returning to practice with no current clinical training or experience or is assigned residency status when cross training to a new clinical area. A Resident Nurse shall be assigned under the close and direct supervision of more experienced nurses and shall be



responsible for the direct care of limited numbers of patients. Residency shall not exceed six (6) continuous months and for an additional three (3) continuous months when mutually agreed to in writing by the Employer and the individual nurse involved. Close and direct supervision shall be defined as working in conjunction with other nurses. During the review period, nurses working under close and direct supervision shall not be scheduled as the only nurse on the unit for a regularly scheduled shift.

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

4.3 Full-Time Nurse. A nurse who is regularly scheduled to work thirty-six (36) hours per week or over seventy-two (72) 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.

4.4 Part-Time Nurse. A nurse 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 forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required review period.

4.5 Newly Employed 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.

4.6 Per Diem Nurse. A nurse hired to work during any period when additional work requires a temporarily augmented work force or in the event of an emergency or authorized leave of absence. Per diem nurses shall be paid a sixteen percent (16%) premium in accordance with the wage rates set forth in Article 8 of this Agreement. Per diem nurses reclassified to full-time or part-time status shall be given credit for previous hours worked in the accrual of all benefits and longevity steps. Full-time or part-time nurses reclassified to per diem status shall retain their prior seniority and longevity steps for pay purposes plus a sixteen percent (16%) premium in lieu of benefits.

4.7 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 or RN resident, 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.

4.8 Compensable Hours. All compensable hours (excluding standby pay) shall be counted in the calculation of longevity steps, seniority and benefits to a maximum of 2080 hours in a twelve (12) month period. Paid time off and low census unpaid time off shall be regarded as compensable hours for purposes of this definition.

4.9 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.

4.10 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 16% premium in lieu of benefits.

4.11 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. Nurses assigned charge responsibilities will have these responsibilities considered in their direct patient care assignment.

## ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Association agree that employment shall be without regard to race, creed, color, sex or sexual preference, religious beliefs, age, national origin, the presence of a sensory, mental or physical handicap or any other personal factors not pertinent to performance. No nurse shall be discharged or discriminated against for any lawful Association activity, including serving on an Association 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 on call 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 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 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.

5.4 Personnel File. After completion of the review period, 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 ten (10) days in advance of filling a position in order to afford presently employed nurses the first consideration for the position. Nurse positions shall continue to be also posted on cafeteria information boards for a period of six (6) months following ratification of the contract. A notice on the information boards shall inform nurses that beginning October 1, 2012, 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. 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 ten (10) day posting shall be waived for that position. Nurses who are denied posted positions will be notified of the reason for denial verbally and/or 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 based upon compensable hours with the Employer without a break in service with the Employer. Seniority shall not apply to a nurse until completion of the required review period. Upon satisfactory completion of this review period, the nurse shall be credited with seniority from most recent date of hire. Length of service as an employee of the hospital based upon compensable hours shall be used to determine vacation and benefit accruals. There are two categories of seniority: "FTE seniority" and "per diem seniority." "FTE seniority" accrues to nurses while in an FTE'd bargaining unit position without a break in service with the Employer. FTE seniority stops accruing if the nurse takes a per diem position or another position with the Employer outside the bargaining unit. Previously accrued FTE seniority is frozen for nurses who have left an FTE'd bargaining unit position for another position with the Employer. "Per diem seniority" accrues to nurses in per diem positions based upon compensable per diem hours without a break in service with the Employer. Per diem nurses shall be able to use per diem seniority and any previously accrued FTE seniority (without a break in service with the Employer) with respect to other per diem nurses, but, in no event, shall be allowed to use either per diem seniority or previously accrued FTE seniority against full or part-time RNs. Nurses in FTE'd bargaining unit positions may use both FTE seniority and any previously accrued per diem seniority (without a break in service with the Employer) for purposes of this Agreement, such as bidding for positions or rights under layoff/reallocation procedures. Nurses who leave the bargaining unit for a non-bargaining unit position with the Employer shall have their seniority frozen and shall not accrue any additional seniority while in a non-bargaining unit position. Non-bargaining unit nurses shall not use their seniority for job bidding purposes or to displace (bump) a bargaining unit nurse during a layoff. Only after obtaining a bargaining unit position will prior seniority apply.

6.1.1 Seniority for layoff purposes shall be calculated as of the end of the first full pay period ending immediately prior to the date upon which Notice of Layoff is sent to the Association.

6.2 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:

6.2.1 For purposes of this procedure, a "unit" shall be defined in Addendum 1 to this Agreement. In the event a new unit is developed, or current units reconfigured, the Conference Committee shall have an opportunity to review and make recommendations as

to placement within the appropriate clinical grouping (see Addendum 1). 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.

6.2.2 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 .1 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 .1 FTE.
- c. Any nurse remaining after all positions on each shift on the unit have been filled would be subject to displacement/layoff.

6.2.3 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.

6.2.4 The Employer will notify the Association 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 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).

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

6.2.6 Section 5.7 of this Agreement regarding job postings will continue to be in force.

6.3 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.

6.4 Termination. 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, FTE and clinical area) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

6.5 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.

6.6 Low Census. Low census will be defined as a decline in patient care requirements resulting in a temporary staff decrease. 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
- b. Travelers
- c. Nurses working in any time and one-half (1 1/2) or double time (2x) pay condition, except the rest between shifts premium (7.8).
- d. Volunteers
- e. Per Diem
- f. Nurses scheduled above their authorized FTE status on their extra scheduled days.
- g. Regular staff in rotation or per diems temporarily filling a designated full-time or part-time position. (Note: The per diem must fill the entire position to be included in the normal rotation of low census with regular staff.)

**Letter of Understanding re: 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 condition in the opinion of the Charge Nurse.

Example: The census requires five RNs in the Charge Nurse's opinion. 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."

During temporary periods of low census, the Employer will ask for volunteers before implementing the low census policy. 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 in Addendum 5, Floating and Low Census, 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.

When it becomes the nurse's turn to take a low census day, the nurse may opt to take a PTO day, 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 his/her 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.

If a unit is temporarily relocated due to decreased patient census, this condition shall not be considered a float in lieu of low census. Low census days shall not alter a nurse's anniversary date or benefit accrual rate.

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. If a 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.

6.7 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 MultiCare within 6 months shall keep his/her accrued WSNA bargaining unit seniority for purposes of Article 6, Seniority.

<b>Severance Pay</b>	<b>Years of Service</b>
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 eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours. The work day shall be defined as 7:00 a.m. to 7:00 a.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 Employment 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 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 eight (8) hour day schedule or 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.

7.5 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. Overtime shall be computed to the nearest quarter hour. 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 supervision, 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 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 his/her 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 (WAC 296-126-092). 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. "Meal" and "rest" periods will be scheduled off with the consent of the Employer. Relief for the nurses meal and rest periods shall be provided at the discretion of the Employer.

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. In scheduling work assignments, the Employer will provide each nurse with at least eleven and one-half (11 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 (11 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.

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.

## ARTICLE 8 - COMPENSATION

### 8.1 Wage Rates.

Effective 4/30/17: 4% to the wage scale

Effective the first full pay period following 3/31/18: 2% to the wage scale

Effective the first full pay period following 3/31/19: 2 % to the wage scale, and add a new year 32 at a ½ step above year 30.

Effective April 2017		
Year	RN	Per Diem
B	\$29.84	\$34.61
1	\$31.10	\$36.08
2	\$32.32	\$37.49
3	\$33.57	\$38.94
4	\$34.86	\$40.44
5	\$36.03	\$41.79
6	\$37.33	\$43.30
7	\$38.55	\$44.72
8	\$39.84	\$46.21
9	\$41.09	\$47.66
10	\$42.62	\$49.44
11	\$43.35	\$50.29
12	\$44.05	\$51.10
13	\$44.67	\$51.82
14	\$45.26	\$52.50
15	\$45.98	\$53.34
16	\$46.70	\$54.17
17	\$47.14	\$54.68
18	\$47.59	\$55.20
19	\$48.62	\$56.40
20	\$49.85	\$57.83

Effective April 2018		
Year	RN	Per Diem
B	\$30.44	\$35.31
1	\$31.72	\$36.80
2	\$32.97	\$38.25
3	\$34.24	\$39.72
4	\$35.56	\$41.25
5	\$36.75	\$42.63
6	\$38.08	\$44.17
7	\$39.32	\$45.61
8	\$40.64	\$47.14
9	\$41.91	\$48.62
10	\$43.47	\$50.43
11	\$44.22	\$51.30
12	\$44.93	\$52.12
13	\$45.56	\$52.85
14	\$46.17	\$53.56
15	\$46.90	\$54.40
16	\$47.63	\$55.25
17	\$48.08	\$55.77
18	\$48.54	\$56.31
19	\$49.59	\$57.52
20	\$50.85	\$58.99

Effective April 2019		
Year	RN	Per Diem
B	\$31.05	\$36.02
1	\$32.35	\$37.53
2	\$33.63	\$39.01
3	\$34.92	\$40.51
4	\$36.27	\$42.07
5	\$37.49	\$43.49
6	\$38.84	\$45.05
7	\$40.11	\$46.53
8	\$41.45	\$48.08
9	\$42.75	\$49.59
10	\$44.34	\$51.43
11	\$45.10	\$52.32
12	\$45.83	\$53.16
13	\$46.47	\$53.91
14	\$47.09	\$54.62
15	\$47.84	\$55.49
16	\$48.58	\$56.35
17	\$49.04	\$56.89
18	\$49.51	\$57.43
19	\$50.58	\$58.67
20	\$51.87	\$60.17

21	\$50.49	\$58.57
22	\$51.13	\$59.31
23	\$51.53	\$59.77
24	\$51.97	\$60.29
25	\$52.40	\$60.78
26	\$52.84	\$61.29
27	\$53.26	\$61.78
28	\$53.70	\$62.29
29	\$54.30	\$62.99
30	\$54.92	\$63.71

21	\$51.50	\$59.74
22	\$52.15	\$60.49
23	\$52.56	\$60.97
24	\$53.01	\$61.49
25	\$53.45	\$62.00
26	\$53.90	\$62.52
27	\$54.33	\$63.02
28	\$54.77	\$63.53
29	\$55.39	\$64.25
30	\$56.02	\$64.98

NEW

21	\$52.53	\$60.93
22	\$53.19	\$61.70
23	\$53.61	\$62.19
24	\$54.07	\$62.72
25	\$54.52	\$63.24
26	\$54.98	\$63.78
27	\$55.42	\$64.29
28	\$55.87	\$64.81
29	\$56.50	\$65.54
30	\$57.14	\$66.28
32	\$58.00	\$67.28

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 the dates designated.

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.

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 Good Samaritan 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 Good Samaritan LPN experience, not to exceed three (3) steps on the wage schedule.

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 sixteen percent (16%) wage premium above the straight time hourly rate of pay. This election must occur within ten (10) days of employment and between the dates of October 1 and October 15 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 sixteen percent (16%) wage premium want to revert back to benefits status, that election can only occur between October 1 and October 15 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. Nurses assigned to work the second shift (3-11 p.m.) shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly rate of pay for all hours worked. Nurses assigned to work the third shift (11 p.m. to 7 a.m.) shall be paid a shift differential of four dollars and twenty-five cents (\$4.25) per hour over the hourly rate of pay for all hours worked. 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 four (\$4.00) dollars per hour. An additional two dollars (\$2) per hour will be paid for all hours of standby assigned by the Employer beyond seventy-five (75) hours in a pay period. 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 four (4) 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 1/2) the regular rate. If the nurse leaves the Hospital's premises before the initial four (4) hour minimum callback period has ended, or chooses to stay on the premises after the initial callback has been completed, should the nurse subsequently be called back again within the initial four (4) hour minimum time period, a new minimum callback period shall not occur. The Employer reserves the right to require the nurse to work or remain on the premises for the four (4) hour minimum callback period if the Hospital has reason to believe the nurse's services will be needed. If the minimum four (4) 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 four (4) 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 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 (\$1) 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 base rate of pay effective the pay period closest to the date documentation is received by management. 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.

9.7 Preceptor Pay. A nurse assigned preceptor duties will be paid an additional one dollar and twenty five cents (\$1.25) per hour while performing such duties.

9.8 Charge Nurse Premium. Nurses who are assigned as a charge nurse will receive a premium of two dollars and fifty cents (\$2.50) per hour.

9.9 Weekend Premium. Any nurse who works on the weekend shall receive three dollars (\$3.00) 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 11:00 p.m. Friday to 11:00 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 three dollars (\$3.00) 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 MHS Gain Sharing Plan. The bargaining unit is eligible to participate in the MultiCare Health System Gain Sharing plan on the same basis as other eligible MultiCare employees for plan year 2017 for payout in 2018 and plan year 2018 for payout in 2019, plan year 2019 for payout in 2020. Individual eligibility is as follows:

- a. paid a minimum of 1,000 hours during the applicable plan year;
- b. is in a regular FTE status position on December 31 of the applicable plan year.

The terms of the Gain Sharing Plan are determined annually by the MHS Board of Directors.

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

10.1 Accrual. Full and regular part-time 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	Annual PTO*	Accrual per hour	PTO Max.	Annual EIT*	Accrual per hour
0-4	200	.0962	400	48	.0231
5-9	240	.1154	480	48	.0231
10-19	280	.1346	560	48	.0231
20+	320	.1538	640	48	.0231

\*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.

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 an 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).

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).

10.3 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 a serious health condition or an emergency condition.

10.3.1 Nurses may access their EIT accruals once they have missed their 17<sup>th</sup> consecutive scheduled hour of work. In this event, the nurse's access to EIT will commence from the 17<sup>th</sup> hour of work forward and will not be applied retroactively to the first (1<sup>st</sup>) through sixteenth (16<sup>th</sup>) 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 17<sup>th</sup> 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 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 paydays are New Years Day; Presidents 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 he or she:

- (a) Is being discharged for cause; or
- (b) Has given insufficient notice of resignation in accordance with contractual requirements; or
- (c) Has 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.

10.7 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 sixteen (16) 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.

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.

10.8.1 Loss of PTO Leave. A nurse will not lose accrued PTO leave if the nurse was not given a reasonable opportunity to use it.

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. The Hospital shall provide medical, dental and life insurance plans to all nurses working a minimum of sixteen (16) hours per week in accordance with the terms of those plans. Other costs such as deductibles, co-pays, co-insurance, out of pocket maximums, etc. shall remain unchanged through the duration of this Agreement.

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. MultiCare 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 MultiCare 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 neither reduce the level of benefits, nor increase payroll deductions for dental coverage.

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. 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 Emergency Leave. 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, brother or sister, parent, grandparents of employee, parent of spouse, brother or sister 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. Annual leave and sick 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, 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 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, 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, 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.

## 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.

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

### 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 with a copy of its current policies in regard to education.

13.4 Continuing Education. All full time nurses shall be allowed five hundred dollars (\$500.00) per calendar year (prorated for part-time 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 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 calendar 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 \$500 per year based on documented education level. 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 Tuition Reimbursement. Subject to budgetary considerations, full-time nurses or regular part-time nurses consistently working a minimum of twenty (20) hours per week are eligible for education assistance for courses pertinent to their area of practice after the completion of one (1) year of employment. The maximum amount reimbursable for any full-time nurse under this policy is equal to one-half (1/2) of the total full-time tuition fees charged when attending a community college or when attending a state university in Washington State and one-half (1/2) the cost of text books, substantiated by receipts. Eligible part-time nurses would receive a pro rata share based upon their percentage of hours worked to full time in the immediate twelve (12) months prior to application. Full-time nurses desiring to obtain tuition reimbursement benefits and pursue an education program on a full-time basis may do so if (1) they have been employed at the Hospital for two (2) years prior to the request, and (2) they will continue to work a minimum of sixteen (16) hours per week during their education period and return to work on a full-time basis for a period of one (1) year. Part-time nurses working less than twenty-four (24) hours a week are ineligible for this program. Upon satisfactory completion of course work, requests for tuition reimbursement should be submitted to the Vice President Patient Care (or designee). Reimbursement shall be made within 30 days of the request. Any nurse denied tuition assistance will be given a written explanation of the reason for such denial.

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. 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 Operating Officer (COO) shall attend Conference Committee two (2) times per year. The subject of staffing, layoff/low census, 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 Conference Committee in writing within fifteen (15) days.

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 QA Memo form. Committee membership shall include two (2) Association appointed nurses and one (1) Association appointed alternate.

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 composition of the NSC shall comport with RCW 70.41 and successors thereto. The Association will determine how the Registered Nurse Members of the NSC will be selected, including three designated alternatives. The Hospital will provide the Association 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 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 matrix and relevant safety requirements.

14.6 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.

14.7 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.

## 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 agree that should the Association not grieve a Step One Written Warning, the Association 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:

Step 1.            Manager.

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 resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

Step 2.            Director.

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.                    Vice President Patient Care.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Vice President Patient Care (and/or designee) within fourteen (14) calendar days of the Step 2 decision. The Vice President Patient Care (and/or designee) shall meet with the nurse and the Association Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President Patient Care (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4.                    Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Association have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Association 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 Association fail to agree on an arbitrator, a list of eleven (11) 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.

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 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 request for the group grievance and the Hospital's response confirming or rejecting the Association'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. During the term of this Agreement, neither the Association 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 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.

## 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 April 1, 2014 and shall remain in full force and effect to and including March 31, 2017 unless changed by mutual consent. Should the Association 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

GOOD SAMARITAN HOSPITAL

WASHINGTON STATE NURSES  
ASSOCIATION

\_\_\_\_\_  
Elizabeth R. Fiegel, DNP, MSN, RN, NEA-BC  
Chief Nurse Executive  
Good Samaritan Hospital

\_\_\_\_\_  
David Campbell  
Schwerin, Campbell Barnard Iglitzin & Lavitt  
Negotiator

\_\_\_\_\_  
Jody Lynn Smith, MBA, PHR, SHRM-CP  
Director, Employee and Labor Relations  
MultiCare Health System

\_\_\_\_\_  
Danielle Franco-Malone  
Schwerin, Campbell Barnard Iglitzin & Lavitt  
Negotiator

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Michele Rose, RN  
WSNA Representative

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Marilyn Sterling, RN

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Aaron Bradley, RN

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Dawn Morrell, RN

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Fabiola Shurer, RN,

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Eileen Sta. Maria, RN,

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Sandy Ross, RN,

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Jena Slater, RN

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Elly Cardenas, RN

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Krystal Young, RN

## ADDENDUM 1

### GOOD SAMARITAN HOSPITAL

#### CLINICAL GROUPINGS/UNITS

For the purposes of layoff/reallocations as described in Articles 6.2 through 6.5 clinical groupings shall be as indicated below.

- a. All Hospital Operating Rooms
- b. Women and Children's Services including Mother-Baby, Labor & Delivery, Special Care Nursery, pediatrics
- c. ICU, PCU, CCU, Cath Lab; Observation; Emergency Department
- d. Procedural Sedation and Recovery to include Interventional Radiology, GI, PACU, Pre-Admit
- e. Float, STAT
- f. PICC Team
- g. Medical, Surgical, Oncology, Rehab, Infusion, Wound Care Center, Rehab Outpatient Clinic
- h. Mobile Health
- i. Cardiac Rehab

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 this Addendum. 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 completion of successful competency assessments for each individual nurse.

## ADDENDUM 2

### GOOD SAMARITAN HOSPITAL

#### TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, 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 a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period. 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 3

#### GOOD SAMARITAN HOSPITAL

#### TWELVE (12) HOUR SHIFT SCHEDULE

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

1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with 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. In scheduling work assignments, the Employer will provide each nurse with at least ten (10) hours off duty between regularly scheduled twelve (12) 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 ten (10) hour period, or for a minimum of five (5) hours, whichever is greater, 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 4

### GOOD SAMARITAN HOSPITAL

#### SIXTEEN (16) HOUR WEEKEND SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, 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 a sixteen (16) hour work day consisting of seventeen (17) hours to include two (2) separate thirty (30) minute unpaid meal periods. 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 5

### GOOD SAMARITAN HOSPITAL

#### FLOATING AND LOW CENSUS ROTATION

1. 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. Working in any of the units within a nurse's clinical groups is not considered floating. Each unit shall maintain a record of 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.
2. Low Census. In accordance with Article 6.6, Low Census, low census days will be assigned on a rotational basis within a clinical group and by shift, provided skill, competence and ability are adequate to meet patient care needs.
3. The clinical groups for purposes of floating and low census are:
  - a. All Hospital Operating Rooms;
  - b. Women and Children's Services including Mother-Baby, Labor & Delivery, Special Care Nursery, 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-Admit (Pre-Op) Clinic.
4. A resource 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. The designated resource nurse will be knowledgeable in unit routines and standards of care. The resource nurse will give report to the float nurse, clarify assignments, help organize tasks, review charting, and be available for questions and information throughout the shift.
5. Imaging nurses hired or transferred on or after April 2007 into Imaging or the PICC Team may be required to float within the Clinical Grouping and may be expected to participate in Imaging call.

6. PACU and Special Procedures (GI) nurses hired or transferred prior to April 2007 will not be required to float within the Clinical Grouping. Nurses hired or transferred into PACU or Special Procedures on or after April 2007 may be required to float within the Clinical Grouping.

7. Prior to requiring a SCN nurse to perform work in 4N Peds or vice versa, the Manager or designee will work with each currently employed nurse to develop an individualized, formal program of education/training and orientation to their unfamiliar unit so that the nurse may be able to function safely and independently. The assessment that the nurse is clinically competent to work in their unfamiliar unit will be documented in writing and shared with the nurse.

## ADDENDUM 6

### GOOD SAMARITAN HOSPITAL

#### 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 to be in the tiered float pool. RN would not be eligible for higher 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).

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
\$2 per hour	\$3 per hour	\$5 per hour

Float Pool Tier Clusters: (Each area listed below is considered a "cluster"):

1. Medical/Surgical/Rehab
2. Labor and Delivery/Mother-Baby Unit/Special Care Nursery
3. ICU/PCU/Cath Lab/ Cardiac Care
4. Emergency Department
5. Operating Room
6. PACU/Special Procedures/ Interventional Radiology
7. Oncology/Chemotherapy Competent
8. Pediatrics/SCN

#### Cluster Competencies and Requirements

Clusters	Competencies	Qualifications
*Medical/Surgical Rehab	Care of medical and surgical patients: post/op care, isolation, epidural/PCA pumps, transfusions, care of pt's in rehab unit	BLS
Labor & Delivery/Mother Baby/Special Care Nursery	Laboring patients, preterm, post-term and antepartum complications, well baby and mother care of normal vaginal delivery and/or cesarean section, neonates 32 weeks and above, attending high risk deliveries	BLS, NRP
ICU/PCU, CCU/Cath Lab (**ICU only)	**Ventilators, home ventilators, vasopressor drugs/ ** Pressure Catheters, **Procedural Sedation, **Artic Sun, **Roto Bed, **Lumbar Drain	BLS, EKG, ACLS, **Procedural Sedation competency
Emergency Department	Triage of patients, care of MI, trauma level 3 care, acute pediatric, stabilization of critical patient, base station, access central lines/porta-caths, Procedural Sedation, Artic Sun.	BLS, ACLS, within 6 months of employment would need PALS/ENPC and TNCC Procedural Sedation competency
Operating Room	Circulating for cases, sterile technique	BLS
PACU, OPS, Special Procedures, Radiology	Post-anesthesia recovery of patients, procedural sedation, GI lab, Pre and post procedural care	BLS, ACLS, procedural sedation competency
Oncology/Chemo-therapy Competent	Chemo competency	BLS; If RN is already chemo certified needs to attend in-house

Clusters	Competencies	Qualifications
		(GSH) class
Pediatrics/SCN	Growth and Development from neonate to adolescent with medical and surgical complications, RSV and GI Illness, Growers and Feeders	BLS, PALS_or NRP as designated by Nurse Manager

**\* Medical/surgical patients in any hospital location.**

## ADDENDUM 7

### GOOD SAMARITAN HOSPITAL

#### NIGHT SHIFT INNOVATIVE SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, 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 consisting of eight and one half (8 ½), or ten and one half (10 ½), or twelve and one half (12 ½) hours respectively, to include one (1) thirty (30) minute unpaid lunch period. 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. **Compensable Hours.** Under this schedule, Article 4.8 shall not apply. All compensable hours (excluding standby pay) shall be counted in the calculation of longevity steps, seniority and benefits to a maximum of 2080 hours in a twelve (12) month period. Low census unpaid time off shall be regarded as compensable hours. Paid time off shall not be regarded as compensable hours.
4. **Annual Leave.** 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.
5. **Sick Leave.** Under this schedule, the employee will accrue sick leave during the time worked, but not during the time off.
6. **Shift Differential.** Under this schedule, Article 9.1 shall not apply and the employee will not receive a shift differential.
7. **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.

8. 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.

9. Benefits. Benefits, except as previously noted for annual and sick leave will continue during the time off.
10. 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.
11. 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.



# **GOOD SAMARITAN HOSPITAL**

## **ADDENDUM 8**

### **TWENTY-FOUR HOUR WEEKEND SCHEDULE**

In order to ensure adequate weekend coverage, the Association 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 a twelve (12) hour work day consisting of twelve and one-half (12-1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with 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. **Annual and Sick Leave.** 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 annual leave at the following rates:

Accrual Rate* (per hour worked)	
1 year or more	.1095
5 years or more	.1384
10 years or more	.1672
20 years or more	.1960

c. Nurses accrue sick leave at a rate of .069 per hour.

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.

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\* Normal Rate x 1.5 = X

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

ADDENDUM 9  
GOOD SAMARITAN HOSPITAL  
RESIDENCY AGREEMENT

Name: \_\_\_\_\_, RN

Employee ID#: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Department: \_\_\_\_\_

Residency Start Date: \_\_\_\_\_

MultiCare Health System, Good Samaritan Hospital (Hospital) and \_\_\_\_\_, RN (Nurse) wish to document the residency program commitments between them. Nurse wishes for Hospital to fund \_\_\_\_\_ residency training; and Hospital has need for nurses with such qualifications. Therefore, this Residency Agreement (Agreement) is in consideration of the mutual understandings noted below:

**Description of Residency Agreement:** Nurse has applied for and been accepted into Hospital's residency program. Upon satisfactory completion of the program, Nurse shall owe Hospital two thousand dollars (\$2,000).

**Loan Repayment and Service Understandings:** Hospital shall forgive repayment of this loan if Nurse works for Hospital as a Registered Nurse in \_\_\_\_\_ for a minimum of one (1) year at a minimum of a \_\_\_\_\_ FTE. [This one (1) year period will be calculated from the date Nurse begins working in \_\_\_\_\_ after satisfactory completion of the residency ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.]

Should Nurse resign from his/her position within one (1) year of the start date, Nurse understands and agrees that Nurse will be required to repay to Hospital the loan of \$2,000 (NICU and Operating Room residencies \$4,000) unless there are extenuating circumstances. Denial by MultiCare of the nurse's claim that extenuating circumstances exist may be grieved by the Association. Should Nurse quit the residency program before completion, Nurse shall also repay the loan based on the percentage of the program completed [i.e. A nurse who quits a twelve (12) week residency in week six (6) would be required to pay \$1,000] unless there are extenuating circumstances. The Hospital is authorized to withhold money from Nurse's last pay check and apply such amount toward the loan balance due.

A nurse hired into a residency program by Hospital will be paid at the rate appropriate to his or her relevant experience in accordance with Article 8, Compensation of the WSNA Collective Bargaining Agreement.

**Nurse and Hospital agree to the above terms of this Residency Agreement. Nurse voluntarily accepts his/her one year service requirement.**

\_\_\_\_\_  
Nurse Date

\_\_\_\_\_  
Hospital Date

## ADDENDUM 10

### GOOD SAMARITAN HOSPITAL

#### Approved Uses of Continuing Education Funds

Nursing specific software (not including operating system software or hardware);  
Books (electronic and hardcopy);  
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;  
1<sup>st</sup> time Washington State license fee  
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

WSNA - GOOD SAMARITAN HOSPITAL

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.

Calculating and maintaining compensable hours: Human Resource provides for reports of compensable hours in the case of job openings and/or restructures/layoffs. The report captures all hours worked as an employee of GSCH, regardless of position. Human Resources and Payroll then screen the affected nurses for non-bargaining unit time and adjust compensable hours accordingly. For layoffs/reallocations, the compensable hours for each nurse in the unit are posted in the unit. Nurses have the ability to request Employee Relations review of compensable hours for any nurse in the unit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

/S/

\_\_\_\_\_  
Good Samaritan Hospital

/S/

\_\_\_\_\_  
WSNA

## LETTER OF UNDERSTANDING

### WSNA - GOOD SAMARITAN HOSPITAL

#### 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).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

/S/

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Good Samaritan Hospital

/S/

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WSNA

MEMORANDUM OF UNDERSTANDING  
By and between WSNA and GOOD SAMARITAN HOSPITAL

Service Line Specialty Nurse

WSNA and the Employer agree to the addition of the sections reflected below to the 2010 – 2012 collective bargaining agreement by and between WSNA and Good Samaritan Hospital.

ARTICLE 4 – Definitions

4.12 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 9 – Premium Pay

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

/S/

\_\_\_\_\_  
WSNA

/S/

\_\_\_\_\_  
Good Samaritan Hospital



MEMORANDUM OF UNDERSTANDING  
By and Between  
Good Samaritan Hospital and Washington State Nurses Association

For the MultiCare Health System Wellness Plan

Beginning in calendar year 2011, nurses will have the option of participating in a MultiCare sponsored Wellness Plan. Those who choose not to participate (or do not meet the participation requirements of their action plan in 2011) will be subject to a \$30.00/month health insurance premium surcharge in 2012 if they enroll in the Employer's Standard Plan. Participation includes the nurse's spouse if the nurse has elected employee and spouse or employee and family coverage. No surcharge will be imposed on those who choose not to participate in the Wellness Plan and who elect coverage under the Multicare High Deductible Plan.

The Wellness Plan will be participation based rather than results based. The Plan will be administered by a third party consistent with industry standards of confidentiality. The Association will have input in the Vendor selection process. Vendor selection will be based on a number of factors, including but not limited to the Vendor's experience, cost, record of employee satisfaction (including confidentiality of record keeping) and availability of web based tools.

The Wellness Plan will consist of the completion of: 1) an on-line personal health profile, and 2) an action plan based on the participant's risk level/type identified in the nurse's (and spouse's if applicable) profile. Activities may include, but not be limited to: physical challenges, wellness workshops, nutrition challenges, on site or web based classes and health coaching. The Employer will make all Wellness Plan components, as described above, available and accessible to nurses on all shifts and to all spouses who are enrolled.

In 2010, the Association will have input, along with MultiCare's other Unions and personnel from Human Resources and the Center for Healthy Living in the general design of the Wellness Plan. The participants will participate in good faith to reach agreement with respect to the specifics of the Wellness Plan. If the parties are unable to reach agreement on plan specifics, MultiCare's decisions are final and binding.

The on-line health profiles administered by the third party will be Vendor operated and maintained consistent with standards of employee confidentiality. Wellness Coordinators in MultiCare's Center for Healthy Living will have access to the Vendor's website in order to assist in system access issues and lost passwords, to help create accounts and to generate aggregate reports. The Wellness Coordinators may perform other functions to support the program, but will adhere to appropriate standards of confidentiality in those support roles.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Washington State Nurses Association

Good Samaritan Hospital

/S/

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/S/

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LETTER OF UNDERSTANDING: Ratification Payment

A one-time \$300 bonus prorated by FTE the nurse holds on the date of ratification. Bonus is to be paid no later than pay date 6/2/17. Note: for purposes of this bonus only, on-call nurses who are employed as of the date of ratification shall be considered to be a 0.2 FTE and will be paid a one-time bonus of \$60.

Signed this      day of      2017

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God Samaritan Hospital

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Washington State Nurses Association

LETTER OF UNDERSTANDING

WSNA - GOOD SAMARITAN HOSPITAL

COMPENSATION FOR WSNA NEGOTIATING TEAM

In the event that: (1) the parties reach a tentative agreement by April 18, 2017; (2) the terms of such a tentative agreement are thereafter ratified by a mutually agreeable ratification date the Employer shall retroactively reimburse up to 10 nurses for time spent in negotiations (including caucus time) of up to 8 hours in each day for each of the 5 scheduled sessions. Compensation shall be at straight time rates of pay. In the event that any of the conditions set forth in this agreement are not satisfied by the Association and bargaining team members, the Employer will have no obligation to pay the nurses for time spent in negotiations. Retroactive reimbursement shall be paid no later than June 2, 2017.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Good Samaritan Hospital

\_\_\_\_\_  
WSNA

LETTER OF UNDERSTANDING:  
ED CROSS-TRAINING

An RN with previous ED experience may voluntarily request to cross-train in the ED. Approval for the cross-training shall be by mutual agreement between the nurse's current leader and ED leadership.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Good Samaritan Hospital

\_\_\_\_\_  
WSNA

LETTER OF UNDERSTANDING:  
OBS FLOATING TO ED

The parties agree that Obs RNs may be expected to float to the ED to care for Obs patients.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Good Samaritan Hospital

\_\_\_\_\_  
WSNA

## 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.

## 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

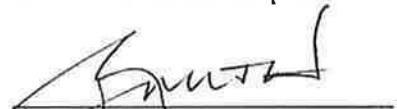
This Agreement shall become effective April 1, 2017 and shall remain in full force and effect to and including March 31, 2020 unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11th day of December, 2017.

GOOD SAMARITAN HOSPITAL



Elizabeth R. Fiegel, DNP, MSN, RN, NEA-BC  
Chief Nurse Executive  
Good Samaritan Hospital



Jody Lynn Smith, MBA, PHR, SHRM-CP  
Director, Employee and Labor Relations  
MultiCare Health System

WASHINGTON STATE NURSES  
ASSOCIATION



David Campbell  
Schwerin, Campbell Barnard Iglitzin & Lavitt  
Negotiator



Danielle Franco-Malone  
Schwerin, Campbell Barnard Iglitzin & Lavitt  
Negotiator