MEMORANDUM OF AGREEMENT

BETWEEN

PROVIDENCE HOLY FAMILY HOSPITAL

AND

WASHINGTON STATE NURSES ASSOCIATION

Meal and Rest Break Waiver Form Implementation

This Memorandum of Agreement ("Agreement") is entered into by and between Providence Holy Family Hospital ("HFH" or "Employer") and the Washington State Nurses Association ("WSNA" or "Union").

WHEREAS, the parties worked collaboratively to develop a mutually acceptable meal and rest break waiver form consistent with Washington law; and

WHEREAS, the parties have reviewed and agreed upon the attached Meal Period Waiver and Rest and Meal Period Scheduling Waiver form;

NOW THEREFORE, the parties agree as follows:

1. Adoption of Waiver Form
Effective upon execution of this Agreement, HFH shall implement the Meal Period Waiver and Rest and Meal Period Scheduling Waiver attached as Appendix A. WSNA understands and agrees that implementation of the waiver requires that HFH program the new waiver form set forth in Appendix A, and that nurses will not be able to voluntarily execute the new form until this programming is complete. HFH currently anticipates that programming will be completed sometime in or around the fourth quarter of this year; however, nurses will not be able to voluntarily execute the new form until programming is complete.
2. Replacement of Prior Waiver Forms
The waiver form attached as Appendix A shall, when programming is completed, replace any prior meal and rest break waiver forms utilized for nurses represented by WSNA at Holy Family Hospital.
3. Voluntary Participation
Nothing in this Agreement shall require any nurse to execute a waiver. Any waiver election shall be voluntary and consistent with applicable federal and state law.
4. Revocation
Nurses may revoke any waiver election in accordance with the terms of the waiver form.
5. Compliance with Law
The parties acknowledge that this Agreement is intended to comply with RCW 49.12.480, WAC 296-126-092, and any other applicable Washington State laws governing meal and rest periods.
6. No Precedent

This Agreement is entered into solely to address implementation of the meal and rest break waiver process and shall not establish a precedent regarding the interpretation of any other provision of the collective bargaining agreement.

7. Duration

This Agreement shall remain in effect unless modified by mutual written agreement of the parties or unless changes in applicable law require revision.

This **a**greement shall remain in effect unless modified by mutual written agreement of the parties or unless changes in applicable law require revision.

AGREED AND ACCEPTED:

PROVIDENCE HOLY FAMILY HOSPITAL

Name: Julie Orchard

Title: CHRO

Date: 8/14/26

WASHINGTON STATE NURSES ASSOCIATION

Name: Laurie Robinson, RN

Title: Nurse Representative

Date: August 14, 206

APPENDIX C

Meal Period Waiver and Rest and Meal Period Scheduling Waiver

I understand that under Washington state law (RCW 49.12, WAC 296-126-092) and policy for the Providence family of organizations in Washington I am allowed an uninterrupted 30-minute, unpaid meal period for every five hours I work and if I work three or more hours longer than my normal workday; I am not required to work more than five consecutive hours without a 30-minute meal period; meal periods should occur between the end of the second and fifth hours of each five-hour block of work; and I am allowed a paid, uninterrupted rest period for every four hours I work.

I understand that I must properly report all time worked and complete the attestation questions at the end of each shift.

I understand that "uninterrupted" means I will not be required to perform duties during my meal or rest period, except in the case of an unforeseeable emergent or clinical circumstance as defined by law.

I also understand that, if I miss a meal or rest period or my meal or rest period is interrupted, I must attest to missing that period at the end of my shift so that I can be paid for that time.

I further understand that:

- I may waive my first meal period if I work a shift of less than eight hours
- I may waive any required second or third meal period if I work a shift of eight hours or longer
- I may elect to waive the timing requirements for meal periods so long as the meal periods begin no earlier than the third hour of work and no later than the second to last hour scheduled hour of work.
- If I do not waive any second or third meal period, I understand additional minutes may be added to my work schedule to accommodate those meal periods.
- Any waiver must be agreed to by both myself and the employer before it is relied upon.

Additionally, I understand that:

- Paid rest periods must be scheduled between the beginning and end of each four-hour block of work.
- I may elect to waive the timing requirements for rest periods and, with the agreement of my core leader, may take my rest period(s) outside of each four-hour block of work (e.g., by combining one or more paid rest period(s) immediately before or after an unpaid meal period or by combining two paid rest periods during one four-hour block of work).

Lastly, I understand that I may have additional rights if I am covered by a collective bargaining agreement with applicable rest and meal period provisions.

WAIVER ELECTIONS:

Option 1 – I work a shift of less than eight hours, and I voluntarily waive my meal period.

☐ **ACCEPT**: I waive my meal period if I work a shift of less than eight hours.

☐ **DECLINE**: I do not waive my meal period if I work a shift of less than eight hours.

Option 2 – I work a shift of eight hours or more, and I voluntarily waive my second or third meal periods if I am entitled to them.

☐ **ACCEPT**: I waive any required second or third meal period if I'm entitled to them.

☐ **DECLINE**: I do not waive any required second or third meal period if I'm entitled to them.

Option 3 – I voluntarily waive my meal period timing requirements so long as my meal periods start no earlier than the third hour of work and no later than the second to last hour scheduled.

☐ **ACCEPT**: I waive meal period timing requirements.

☐ **DECLINE**: I do not waive meal period timing requirements.

Option 4 – I voluntarily waive the timing requirements for my paid rest periods and, with the agreement of my core leader, I may take my paid rest periods at times outside of each four-hour block of work.

☐ **ACCEPT**: I waive timing requirements for my paid rest periods and may take my rest periods at times outside of each four-hour block of work.

☐ **DECLINE**: I do not waive timing requirements for my paid rest periods.

I agree that I am requesting any waivers voluntarily and for my own benefit, and not as the result of any pressure by my employer.

I agree that my employer may decide at any time, for any reason, to withdraw its approval of this waiver.

Likewise, I understand that I have the right at any time, for any reason, to withdraw my agreement to this waiver.

In order to make sure that my employer is clear about my work schedule and intentions, I agree that if I later wish to withdraw this waiver, I will provide that information in writing to my core leader.

I understand that, once signed and approved, this agreement will remain in effect until either my employer or I decide to revoke it in writing.