

Memorandum of Understanding

This Memorandum of Understanding is intended to resolve the pending grievance filed by the Washington State Nurses Association ("WSNA") against Providence Holy Family Hospital ("Hospital"): paid time off practices filed on February 18, 2016 (Articles 6.4 Full-Time Nurse, 14.1 Vacation Accrual, and 16.1 Full-time Accumulation). The parties hereby enter into this MOU with the following terms and conditions:

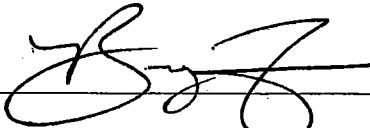
1. **Changes to Providence Holy Family Hospital Vacation and Sick Accrual Practice:** Effective June 24, 2018, the Hospital will not pro-rate the vacation or sick accrual rate for nurses who work a budgeted FTE of .9-.99. Nurses who work a 0.9 – 0.99 budgeted FTE, will be considered a 1.0 FTE for the purposes of vacation and/or sick leave time accrual.
2. **Vacation Days for Nurses Who Work a .90-.99 Budgeted FTE:** No later than July 27, 2018, current bargaining unit nurses who at any point since January 1, 2016, have worked a .9-.99 budgeted FTE position and who have not worked additional hours equivalent to a 1.0 FTE, will be credited a one-time vacation time adjustment equal to the difference between the vacation time accrual at a .90-.99 versus 1.0 budgeted FTE for the period of January 1, 2016 – June 23, 2018. Any nurse who, because of credited vacation time, exceeds the maximum amount of accrued vacation (368 hours), will receive a lump sum, less withholdings and deductions, equivalent to the vacation time pay that he/she would have received if not for the 368 hour cap.
3. **Sick Leave Accrual for Nurses Who Work a .90-.99 Budgeted FTE:** No later than July 27, 2018, current bargaining unit nurses who at any point since January 1, 2016, have worked a .9-.99 budgeted FTE position and who have not worked additional hours equivalent to a 1.0 FTE, will be credited a one-time sick leave adjustment equal to the different between the sick leave time accrual at a .90-.99 versus 1.0 budgeted FTE for the period of January 1, 2016 – June 23, 2018, up to the maximum amount of sick leave (125 days (1000 hours) cap).
4. **Withdrawal of All Related Grievances.** Within three (3) days of the parties' execution of this Agreement, WSNA must withdraw with prejudice the grievance referenced above.
5. **Release of Claims & Liability.** In exchange for the consideration set forth in this Agreement, the Union agrees to release the Hospital, and/or its parents, subsidiaries, affiliates, predecessors, successors, transferees, assigns, insurers, insurance policies and benefit plans, past and present shareholders, officers, directors, agents, employees, representatives, administrators, and fiduciaries (collectively, "Released Parties"), of any claims, actions, grievances, and/or disputes regarding the subjects at issue and/or related to those referenced in the above-listed grievance.
6. **No Admission of Liability.** This Agreement is not an admission of liability or wrongdoing by either party to this Agreement.
7. **Severability.** If any part or aspect of this Agreement is held to be unenforceable, it shall not affect any other part or aspect. If any part or aspect of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law.

8. **Governing Law; Venue.** This Agreement is governed by the laws of the state of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in state and federal courts in Spokane County, Washington.
9. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing, signed by the party against whom the waiver is sought to be enforced. The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.
10. **Binding Effect.** This Agreement is binding upon and shall benefit the parties and their personal representatives, heirs, successors and assigns.
11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, taken together, shall constitute a single agreement. Facsimile or scanned signatures shall suffice as originals.
12. **No Reliance.** The parties acknowledge that they have had the opportunity to conduct an investigation into the facts and evidence relevant to the decision to sign this Agreement. The parties acknowledge that, in deciding to enter into this Agreement, they have not relied on any promise, representation, or other information not contained in this Agreement.
13. **Non-Precedent Setting.** Nothing in this Agreement is intended to, or does, set or form a precedent by and between the parties in regard to any future situation, practice, grievance or dispute.
14. **Final and Complete Agreement.** This Agreement is the final and complete expression of all agreements between WSNA and the Hospital regarding the subjects addressed by this Agreement, and supersedes and replaces all prior discussions, representations, agreements, policies and practices. This Agreement may not be amended orally. It may be amended only by a writing that specifically refers to this Agreement and is signed by all parties.

Agreed by Providence Holy Family Hospital:

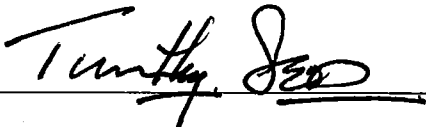
5/30/18

Date



Director of Human Resources, Bryan Fix

Agreed by Washington State Nurses Association



General Counsel, Timothy Sears

Date