

DRAFT – Collective Bargaining Agreement between WSNA Mary Bridge NICU RNs and MultiCare Mary Bridge – for ratification purposes only. This is a draft and has not been finalized, it may contain errors.

[Bargaining note: regarding all sections that require UFCW alignment, see comments at each such section for proposals in the event that the Parties reach tentative agreement on all matters except those that require alignment] Numbering/formatting to be completed after ratification.

This Agreement is made and entered into by and between MultiCare Health System hereinafter referred to as the “Employer” or “Hospital”) and the Washington State Nurses Association (hereinafter referred to as the “Union” or “Association”) NICU - Staff Nurses Unit. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and part-time staff nurses working in the Mary Bridge Neonatal Intensive Care Unit (hereinafter referred to as the NICU), excluding supervisory and managerial employees, employees assigned to Nursing Administration and all other employees.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Union recognizes the rights of the Hospital to operate and manage the Hospital, including but not limited to the rights to establish and require standards of performance; to maintain order and efficiency; to direct nurses; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out or curtail the whole or any part of the operation; to select, hire, classify, assign, promote or transfer nurses; to discipline, demote, suspend or discharge nurses for cause; to layoff and recall nurses; to require reasonable overtime work of nurses; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Hospital, shall not be exercised so as to violate any of the specific provisions of this Agreement.

2.2 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

ARTICLE 3 – MEMBERSHIP -

3.1 Union Membership. All nurses covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in

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good standing in the Union. "In good standing," for the purposes of this Agreement, is defined as the tendering of union dues on a timely basis.

It shall be a condition of employment that all nurses covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

3.1.1 Nurses 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 Union, unless the employee fulfills the membership obligations set forth in this Agreement.

3.1.2 Any nurse 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 Union as a condition of employment. Such a nurse shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund.

3.1.3 These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any nurse exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.1.4 The Employer shall make newly hired nurses aware of the membership conditions of employment at the time of hire.

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

ARTICLE 4 - UNION REPRESENTATION

4.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Associate Administrator, or designee. Access to the Employer's premises shall be subject to the same

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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.

4.2 Local Unit Officers The Association shall have the right to select a local unit chairperson from among nurses in the unit. The local unit chairperson shall not be recognized by the Hospital until the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other bargaining unit activities shall only be conducted during nonworking times, and shall not interfere with the work of other nurses.

4.3 Bulletin Board. The Association shall be permitted to post meeting notices, and notifications of educational offerings and other professional activities signed and dated by a designated Bargaining Unit Representative in the space provided on bulletin boards designated by the Employer. Bulletin Boards shall be maintained in the nurse's lounge or other easily accessible locations. Boards shall be at least 2 feet by 3 feet in area. Additional Boards shall be placed as needed. Should the NICU have a concern about the appropriateness of any posting, Human Resources should contact the WSNA Representative for discussion and mutual resolution. Items on bulletin boards shall not be removed by management. Non-Union related materials to be posted shall be subject to the prior approval of the Director of Labor Relations. The Association agrees to limit the posting of Association materials to the designated bulletin boards.

4.4 Contract. The Employer will maintain copies of this Agreement on its internal intranet portal that is accessible to all nurses.

4.5 New Hire 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.

4.6 Bargaining Unit Roster. During December and May of each calendar year, the Employer shall supply to the Association a list of those nurses covered by this Agreement. The list shall include each nurse's name, address, employee identification number, unit, phone number (home or cell), FTE, rate of pay and date of hire. The Employer shall furnish to the Association on a monthly basis the same information for nurses newly hired or recalled to work in the bargaining unit and the names of nurses who have terminated employment or have transferred into or out of the bargaining unit. The Association agrees not to use Hospital mail service as a means of contacting nurses in the bargaining unit. Neither the semi-annual nor the monthly list shall include on-call nurses.

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ARTICLE 5 – DEFINITIONS

5.1 Resident Nurse. A resident nurse is a nurse who is hired into an established residency program because their clinical experience after graduation is less than twelve (12) months or is a nurse who is returning to practice with no current clinical nursing experience, as defined by the program guidelines. Nurses working under close and direct supervision shall not be assigned as a team leader.

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

5.2 RN Fellow. A RN Fellow is a nurse whose acute care clinical experience post-graduation is twelve (12) or more months and who is changing specialties or a new hire to the Mary Bridge NICU.

5.2.1 Failure to complete. If a non-new hire Fellow fails their preceptorship or is deemed, in the opinion of the employer, to not meet requirements during this period, they shall have the option to:

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

5.3 New Hire Resident/Fellow Probationary Period. A resident or new hire fellow nurse shall have a six (6) month probationary period. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. However, nurses shall remain obligated to complete all resident program criteria.

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

5.3.2. Transferred Nurse Fellows. Non-New Hire RNs who are transferring to a new specialty through a fellowship program shall not be required to complete a probationary period. However, nurses shall remain obligated to complete all resident program criteria.

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

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5.5 Charge Nurse. A charge nurse is an experienced nurse who is assigned the responsibility for the nursing activity and patient care on a single nursing unit for one (1) or more shifts. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

5.6 Probationary Nurse. A nurse who has been hired by the Employer on a full time or part time basis and who has been continuously employed by the Employer for less than three (3) calendar months of employment. After three (3) calendar months of continuous employment, the nurse shall be considered to have completed the probationary period unless specifically advised by the Employer of an extended probationary period, the conditions of which shall be specified in writing. Any extension is limited to a one-time extension not to exceed ninety (90) days. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. Resident and new hire Fellowship RNs shall have a separate probationary period as defined in 5.3.

5.7 Temporary Nurse. A full-time or part-time position for which there is a temporary need, rather than an ongoing need that is indefinite in nature. Temporary positions will not exceed six (6) months in duration unless mutually agreed to by the Employer and the Association. Temporary nurses are paid in accordance with Article 9. Temporary nurses are eligible to participate in the Employer's flexible benefit plan after ninety (90) days of employment. All temporary positions will be posted on the house-wide bulletin boards in accordance with hospital job posting policy. Temporary employees do not accrue seniority or other benefits.

5.8 Full-Time Nurse. A staff nurse who has completed the probationary period and who is regularly scheduled to work at least thirty-six (36) hours per week or seventy-two (72) hours per two week period. For the purposes of Article 8.4, Overtime, and Article 8.8, Scheduled Days Off, full time shall be defined as forty (40) hours per week or eighty (80) hours per pay period.

5.9 Part-Time Nurse. A staff nurse who has completed the probationary period and who is regularly scheduled to work at least sixteen (16) hours per pay period, but less than thirty-six (36) hours per week or seventy-two (72) hours per two-week period. When hired, the nurse will receive written documentation establishing the number of regular hours the nurse shall be expected to work each pay period.

5.10 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing, teaching and evaluating the new skill development of the following students or nurses enrolled in a defined precepting period, the parameters of which have been set forth in writing by the Employer:

- a. Resident/Fellow nurses;
- b. Senior elective students and nurse technicians;
- c. New nurses starting at the Hospital with no previous experience in the clinical area hired into;
- d. Nurses cross-training to a new clinical area;

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- e. A nurse who has completed the residency but needs additional orientation/training time;
- f. Nurses assigned to orient a newly hired or transferred registered nurse will be paid as a preceptor.

Inherent in the preceptor role is the responsibility for specific, criteria based and goal directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments, the individuals assigned to precept, and the requirements which qualify staff nurses to be a preceptor. Staff nurses may be required to take preceptor training prior to being assigned as a preceptor. The Employer will first seek volunteers prior to 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. It is further understood that Charge Nurses are expected to precept nurses for the role of Charge Nurse in the scope of their assignment as Charge Nurse and will not be paid as a preceptor for such time. This would include the providing of informational assistance, support and guidance to new nurses. Preceptor responsibilities shall be considered when making patient care assignments; every effort shall be made to ensure preceptors are assigned no additional patients beyond the shared patient assignment.

5.11 Benefits Accrual. Benefits shall be accrued on hours worked on overtime or callback hours in addition to regularly scheduled hours to a maximum of 2080 hours in one anniversary year (twelve calendar months).

5.12 Regular Rate of Pay. The regular rate of pay shall reflect the nurse's hourly wage rate plus applicable shift differential, if the evening or night shift is a permanent assignment. Regardless, if a nurse is entitled to FLSA overtime, the nurse shall be paid in accordance with FLSA's requirements.

5.12 NICU Transport RNs and Lactation Consultants. Lactation RNs and NICU Transport RNs, within the NICU department, are part of the WSNA NICU bargaining unit and will remain part of the WSNA NICU RN contract.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Equal Opportunity. The Hospital and the Association agree that except as permitted by law there shall be no discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, age, handicap or disability, marital status, sexual orientation, gender identity, genetic information or union membership unless any of the foregoing factors constitutes a bona fide occupational qualification.

6.3 Notice of Resignation. Full time and part time nurses shall give not less than three (3) weeks' written notice of intended resignation, not to include accrued vacation. Failure to give such notice shall result in forfeiture of any PTO or EIT benefits. The Employer will give consideration to situations that would make such notice by the nurse impossible.

6.4 Discipline and Discharge. No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such

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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 copy of all written disciplinary actions will 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 disciplinary actions to be included in their personnel file. A nurse may request the attendance of a Bargaining Unit Representative or a Union representative during any investigatory meeting which may lead to disciplinary action. If a nurse believes that a disciplinary action or discharge is without proper cause, the nurse may utilize the grievance procedure. The employer shall provide any nurse who is terminated a written explanation of the reasons for such termination as soon as possible, but not more than seven (7) calendar days from the date of the nurse's termination.

6.5 Change of Employment Status. A change of employment status (i.e. full-time, part-time) will not alter a nurse's anniversary date for purposes of accrual of benefits or placement in the wage schedule.

6.5.1 Employees who secure RN licensure and continue employment with the Employer in an RN position shall not lose previously accrued PTO or EIT. Once employed as registered nurses, all years previously worked shall be credited for placement on the vacation schedule.

6.6 Reemployment. Nurses who are rehired within twelve (12) months of voluntary termination shall be reemployed, at a minimum, at their prior step on the wage scale. Reemployed nurses will be treated as new hires for benefit accrual purposes, except for nurses rehired within thirty (30) days of termination who will have all benefit accruals and seniority restored.

6.7 Personnel Files. By appointment nurses shall have access to their personnel file in accordance with RCW 49.12.240 and .250. Nurses will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in their personnel files. Such written responses shall be included in the nurses' personnel files.

6.7.1 Exit Interview. Prior to the nurse's last day of employment, an exit interview may be requested by the nurse with a representative of the Human Resources Department. If requested, Human Resources will make arrangements to meet in person with the nurse prior to their departure.

6.7.2 Disciplinary Record. Nurses may request the discontinued use of a written disciplinary action 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. Discontinuation of use shall be at the sole discretion of the Hospital. The Medical Center reserves the right to maintain all required employment information to comply with legal and regulatory requirements.

6.8 Job Posting. Once the Employer has decided to fill a position, it shall be posted no later than two weeks in designated areas in each nursing unit and on the internal applicant portal of the web-based employment application system at least seven (7) days in advance of filling a position in order to afford presently employed nurses the first opportunity to apply. Seniority shall be the determining factor in filling such vacancy provided skill, competence, ability, and prior job performance are considered equal

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in the opinion of the Employer based on specific documentation and evaluations. To be considered for a job opening, a nurse must indicate such interest to the Employer by applying through the web-based employment application system. Nurses denied a posted position will be notified of the reason in writing. Intra-unit transfers (including changes in shift and/or FTE) will be given priority over other applicants for the posted position subject to the above stated conditions. Subject to patient care considerations, the Employer will transfer nurses within thirty (30) days from the date of selection. If a transfer does not occur within thirty (30) days, upon request of the Association, the Hospital shall provide a written reason for the delay.

6.8.1 Review Period. Nurses transferring to the NICU and who are not Fellows under Section 5.x shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. During this performance review period, the Employer will notify the nurse in writing of any deficiencies in performance. If the nurse fails to meet standards of performance as determined by the Employer, the nurse shall be returned to the nurse's prior position, if that position continues to be vacant, or may elect a per diem position on their previously held unit and shift, if such position is available. If the position has been filled, or a per diem assignment is unavailable, prior to being subject to layoff, the Employer will review other potential job opportunities with the nurse.

6.6 In-service. If attendance at an in-service program is required by the Employer, the time spent attending the program will be considered time worked and paid at the applicable rate of pay.

6.9 Evaluations. The Employer may provide nurses with a written annual evaluation based on their individual contribution to the Hospital's performance. Interim evaluations may be conducted to document performance problems. The nurse will be given a copy of the evaluation if requested. Any peer participation in the evaluation process will be considered input only and will not be considered an evaluation. Nurses will be required to sign the evaluation acknowledging receipt thereof. Each nurse will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file.

6.10 Floating

6.10.1 Initial orientation. [Because this is the first time NICU nurses will have been asked to work in Mary Bridge, "Orientation" requires introduction to Mary Bridge Hospital – akin to a new employee orientation – not just to specific units. Delay implementation of the Floating provision for 4 months post-ratification and provide a substantive orientation during that time for NICU nurses to acclimate to MB policies, administrative procedures, and familiarity with units.]

6.10.2 The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit or clinic for which they are not qualified or trained to perform. Nurses who float within the Hospital or clinic will receive orientation appropriate to the assignment and a patient assignment in which the nurse is competent to care for. Orientation may vary depending upon the nurse's previous experience and familiarity with the nursing unit/clinic to which the nurse is assigned. It shall be

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the responsibility of the nurse involved to inform the charge nurse or unit/clinic supervisor of any task for which the nurse feels inadequately prepared. If necessary, the nurse shall contact the house supervisor or the department manager or clinic leadership. Lactation RNs only float for purposes of providing lactation consults. For the purpose of floating, competency shall be considered only when the floated nurse is not an extender nurse. Further, a nurse will be deemed competent if:

- a. They are taking a patient assignment of an age range of which is commonly seen in the NICU; or
- b. They have previously worked the unit in which they are floating to and/or have cared for that unit's patient population; or
- c. They have cross-trained to that patient population/unit; or
- d. They have oriented to that unit through the LCD Bank process.

6.11 Floating Order. With the understanding that more than one union contract governs the Mary Bridge nurses, the following float order shall be followed after first giving priority to the float order in the RN union's contract which represents nurses in the unit requiring a float nurse (e.g. For Volunteers, first, staffing office would seek volunteers from the Union representing nurses in the unit requiring a float, and then would seek volunteers from the other Union). This applies to 1) Volunteers, 4) LCD Bank Participants (if WSNA nurses participate), and 8) equitable rotation of FTE nurses:

- 1) Volunteers
- 2) System Float Pool nurses;
- 3) In-house Float Pool (Mary Bridge Resource Nurses);
- 4) LCD Bank participants.
- 5) Agency nurses (nurses employed on a day-to-day basis);
- 6) Traveler and Contracted Agency nurses;
- 7) Per diem nurses;
- 8) Equitable Rotation of FTE nurses

6.11.1 Equitable Rotation. Floating shall be equitably rotated within the NICU on a given shift in order of inverse seniority (least senior nurse to be the first in rotation) provided skill,

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competence, ability and availability are not considered to be overriding factors. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Orientation may vary depending upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. It shall be the responsibility of the nurse involved to inform the charge nurse of any task for which the nurse feels inadequately prepared. If necessary, the nurse shall contact the house supervisor or the department manager.

6.11.2 Floating Exemptions. RNs within their residency or fellowship and nurses in their six (6) month probationary period shall be exempt from the float rotation within their clinical service line and will not be mandatorily floated. RNs actively serving as a preceptor to a RN Resident or Fellow shall also be exempt from floating for the day; such RN shall remain at the top of the list until such time that they are able to float. Finally, RNs employed in the float pool are ineligible for floating exemptions described in this provision.

6.110.32 Out of turn floating. If a nurse is floated out of turn, the mistake will be remedied by skipping the nurse the next time that nurse is in line to be floated.

6.110.43 Floating Premium. NICU nurses shall be eligible to receive a five dollar (\$5) per hour premium on occasions when they float outside their assigned clinical service areas to at least one (1) pre-identified clinical service (whether inpatient or outpatient) in which they are deemed competent to work.

6.11.5 Clinical Services:

- 1) PICU
- 2) Med Surg
- 3) Emergency
- 4) ACU/Short Stay
- 5) PACU/ Sedation
- 6) NICU
- 7) IV Therapy
- 8) Mary Bridge Clinics

6.11 Professional Excellence Program. The Employer shall maintain the Professional Excellence Program as described in the Professional Excellence Handbook. The contents of the Professional Excellence Handbook shall be a subject for the Conference Committee.

ARTICLE 7 – SENIORITY

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

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7.1.1 In the event a staff nurse transfers to a position with Multicare, outside the NICU bargaining unit, and subsequently returns to the NICU bargaining unit, bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. Nurses who qualify to bridge seniority may not exercise their former seniority to obtain a bargaining unit position but may only exercise their former seniority after returning to the bargaining unit. Such nurse shall not accrue seniority under this Agreement while employed in a position outside the bargaining unit.

7.1.1.1 A full-time or part-time nurse who transfers to a position within the MultiCare System, but outside of Mary Bridge, or to on-call status shall retain previously accrued bargaining unit seniority pending return to regular status. Such nurses shall not accrue seniority while in such positions or in on-call status. Such nurses' previously accrued seniority shall not be used for purposes of returning to a bargaining unit position.

7.1.2 As part of the transition from Tacoma General to Mary Bridge, RNs employed in the NICU at the time of the transition will retain their seniority date.

7.1.3 Nurses who transfer from a Mary Bridge UFCW RN position shall be credited with their prior seniority. Nurses who qualify to retain their UFCW seniority may not use such seniority to obtain a NICU bargaining unit position but may use such seniority after becoming part of the WSNA bargaining unit, or returning to the UFCW bargaining unit. NICU RNs who transfer from the WSNA bargaining unit to a Mary Bridge UFCW RN position shall be credited with their prior seniority. Nurses who qualify to retain their WSNA seniority may not use such seniority to obtain a Mary Bridge UFCW-represented RN position but may use such seniority after becoming part of the UFCW bargaining unit, or returning to the WSNA bargaining unit.

7.1.4 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.

7.1.5 Seniority will be the determining factor for layoff and recall, mandatory reduction in FTE status and mandatory shift changes, providing that skill, competence and ability in a specific department/unit are not considered to be overriding factors in the opinion of the Employer based on specific documentation and evaluations.

7.1.6 Seniority Lists. The Employer shall post a NICU bargaining unit-wide seniority list each December and May. Lists will be posted on each unit and/or sent via work email. Posted seniority lists may be challenged for changes occurring after the posting of the previous list, i.e. new hires, transfers into the bargaining unit, restoration of previous seniority, etc.

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

- a. A nurse with an earlier date of hire by MultiCare shall come first on the seniority list.
- b. If the seniority date and date of hire with MultiCare are the same, the nurse with the lowest employee identification number shall come first on the seniority list.

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This order shall be in effect for so long as the nurses have the same seniority.

7.2 Layoff Defined. A "layoff" shall mean any mandatory, permanent, full or partial reduction in a nurse's FTE status.

7.3 Layoff Procedure. In the event the NICU determines a layoff to be necessary, the following procedures shall be followed:

7.3.1 In implementing the layoff procedure, the Employer will determine the total number of FTEs needed as well as the full and part-time staffing mix by shift. The Employer will post these positions in the department/unit for a period of seven (7) days. During the seven (7) day posting period, the Employer may seek volunteers and will consider requests for voluntary layoff or voluntary reductions in FTE status. Such volunteers will be placed on the recall list and treated as other nurses subject to layoff. At the end of the seven (7) day posting period, nurses will select from the new positions for which they are qualified in order of seniority, with the most senior nurse being awarded their selection first. If the same FTE on the same shift as the nurse previously worked is available, it may be selected. Seniority shall be the determining factor in such bids, providing skill, competence and ability are not considered to be overriding factors in the opinion of the Employer based on specific documentation and evaluations. A nurse who is informed that the only positions available to their positions resulting in a change in shift or a reduction in FTE status may choose to be placed on layoff status instead.

7.3.2 Notification of Layoff. The Employer will notify the Association of the layoff at least seven (7) business days prior to notification of the affected employees in the particular department/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 identifying each nurse's seniority, unit, shift, FTE and a list of the positions (FTE status, shift and department/unit area) that will be posted for selection during the layoff procedure. Upon request, the parties will meet within 5 days of the date the Employer notifies the Association for the purpose of reviewing the layoff. The Employer will provide those nurses who are subject to the layoff with thirty (30) days' advance notice or pay in lieu thereof (based upon scheduled hours of work).

7.3.3 – Priority Hiring Privilege. Laid-off NICU nurses will be given hiring priority over outside and non-Mary Bridge and non-Tacoma General applicants for open positions within either Mary Bridge or Tacoma General.

7.4 Recall. Nurses on layoff status (i.e., nurses who have not accepted other positions on the clinical service or from the low seniority roster) shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. When a vacancy is to be filled from the reinstatement roster, nurses shall be reinstated in the reverse order of layoff, providing they are qualified in the opinion of the Employer. A nurse will be considered qualified if the nurse could become oriented to the position and thereafter function independently at acceptable performance levels with up to one hundred twenty (120) hours of orientation. Subject to the above qualifications, nurses on layoff shall be entitled to

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reinstatement prior to any nurses being newly hired. Upon reinstatement from such roster, the nurse shall have all previously accrued benefits and seniority restored. A nurse shall be removed from the roster upon reemployment in a permanent full-time or part-time position, refusal to accept permanent work in a comparable position (i.e., same shift, FTE status and clinical service) offered by the Employer, or at the end of the eighteen (18) month period.

7.4.1 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. Any nurse electing this option shall not have recall rights (Article 7.4). However, a nurse who is re-employed by MultiCare within six (6) months shall keep their accrued WSNA bargaining unit seniority for purposes of Article 7, Seniority.

Severance Pay	Years of Service
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

Part time employees are eligible for severance pay prorated to the employee's FTE. The severance payment will be paid to the employee in a lump sum on the employee's last paycheck.

7.4.2 Nurses on layoff will be allowed to transfer to on-call status, if available, without loss of recall rights.

7.4.3 Two Week Report Time. A recalled nurse who has been laid off will be allowed up to two (2) weeks to report to work after receipt of notice of recall.

7.4.4 Section 6.7 of this Agreement regarding job postings will continue to be in force. A nurse who has received a mandatory reduction in the nurse's FTE or a mandatory change in the nurse's shift shall have priority to return to the nurse's original FTE or shift when positions in the nurse's department/unit are posted, provided the position is posted within eighteen (18) months of the layoff or shift change, the nurse applies for the position and the nurse informs the Employer that the nurse's FTE status or shift was changed as a result of a layoff or mandatory shift change. This understanding is subject to the Employer's sole right to determine the number of full-time and part-time positions it determines to be necessary and the specific FTE for each position.

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7.5 Notification to Employer. Nurses on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Medical Center. These statements must be sent by email, to the Employer's Human Resources Department during the ten (10) day period following six (6) months, nine (9), twelve (12), and fifteen (15) months of layoff, respectively. If the nurse fails to meet this notification requirement by the specified dates, or if the nurse fails to keep the Employer notified of a current mailing address and home telephone number, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

7.6 Roster. Seniority list(s) for affected department/unit will be available in the department at the time of notification of layoff. A copy of the seniority lists will be given to the Unit Chairperson and a copy will be mailed to the Association.

7.7 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Employer will assign low census to nurses in the following order:

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

All low census hours taken shall count toward the accrual of benefits. Any nurse required to take a low census day may be placed on standby status. If mandatory low census reaches an average of 12 hours per nurse per pay period for four (4) consecutive pay periods, the NICU will implement a temporary low census layoff. All low census will count in the low census rotation; total number of hours will determine next nurse for mandatory low census. **Refer to Appendix F for further explanation and direction.**

In the event there are no volunteers, the Employer will assign and rotate mandatory low census equitably among all nurses within a department/unit on a shift, providing skill, competence, ability and availability

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are not considered to be overriding factors in the opinion of the Employer. In the event a nurse is placed in an on-call status and not called in to work, the shift will be counted as the nurse's mandatory low census day. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The Employer will notify the nurse that they are to be low censused no fewer than ninety (90) minutes prior to their shift start. If the nurse is not available by telephone on their mandatory low census rotation turn, and reports to work without checking census status, upon reporting for work the nurse may be low censused without pay. Each nurse is responsible for knowing their last date of on the low census, and for providing the Hospital with the nurse's current phone number. All low census hours taken shall count toward the accrual of benefits. PTO may be used on a low census day. A nurse who is placed on low census will be allowed to fill a shift scheduled to be worked by a per diem nurse provided the replacement shift is in the same pay period and will not result in additional overtime. All records of low census will be maintained by Nursing Administration.

7.7.1 If the low census rate is excessive and chronic on a particular unit, the Conference Committee will meet to discuss alternatives.

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

7.7.3 The most recently posted seniority roster (Section 7.1.5) shall be utilized without challenge for purposes of low census rotation. Subsequent corrections to the seniority roster will have no bearing on past low census assignments.

7.7.4 If a nurse is inadvertently low censused out of turn, the mistake will be remedied on the next rotation or as soon as possible. If a nurse is inadvertently low censused out of turn two or more times in a pay period, the Employer will compensate the nurse for all hours missed at the regular rate of pay as defined in **Article 5.12**.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. A normal work day shall consist of a defined shift length such as eight (8), ten (10), or twelve (12) hours of work

8.2 Work Period. The normal work period shall consist of eighty (80) hours within a fourteen (14) day period.

8.3 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Collective Bargaining Agreement. 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

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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 nurse's preceding shift length in effect immediately prior to the innovative work schedule, after at least three (3) weeks' advance notice to the nurse. Variances to this agreement for innovative shifts, such as 12 and 10 hour shifts, shall be defined in Appendices A and B.

8.4 Overtime. All work in excess of the normal work day or week shall be properly authorized and shall be compensated for at the rate of one and one half (1 1/2) times the nurse's regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime. If a nurse works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. The Hospital and the Association concur that overtime should be discouraged. If overtime work is determined to be necessary by the Employer, nurses volunteering to work overtime will be the first assigned. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2). Subject to the Nurse Practice Act, no nurse will be expected to work beyond the end of the nurse's scheduled shift to the extent that the nurse is not able to function with reasonable skill and safety with respect to the care of the Hospital's patients. If the nurse can no longer function with reasonable skill and safety, the nurse should immediately discuss the matter with their immediate supervisor. The supervisor shall take all practical measures to transition the nurse's duties as soon as possible.

8.5 Meal and Rest Periods. Meal periods and rest periods shall be administered in accordance with state law. All nurses shall be allowed at least one unpaid meal period of one half (1/2) hour, as determined by state law. 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.

8.6 Posting of Work Schedules. The Hospital will post work schedules at least fourteen (14) days preceding the day on which the schedule becomes effective. Posted schedules shall be for a minimum of four weeks. The tentative schedule is subject to change based on the needs of the unit. Nurses will be notified of schedule changes by the Hospital. Except for emergency conditions involving patient care and low census conditions, posted work schedules may only be changed by mutual consent. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

8.6.1 Holiday Scheduling rotation. NICU will follow the Holiday Scheduling process they elect which shall be chosen following the same process outlined in the TG WSNA '22-'25 contract. This process will become the new NICU holiday work process effective January 2, 2024.

8.7 Shift Rotation. There shall be no regular rotation of shifts without the consent of the individual nurse involved. Recognizing the mutual commitment to provide quality patient care and prior to implementing any shift rotation, the Employer will first seek out volunteers. If there are insufficient volunteers, shift rotation will be assigned on an equitable basis with the knowledge of the individual nurse.

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8.8 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. Nurses shall not be expected to be on standby or to be called back on these days off except in an emergency. Full time nurses called in on their scheduled days off shall be paid one and one half (1 1/2) times their regular rate of pay.

8.9 Extra Shifts. In order to assure equitable rotation of extra shifts and overtime, the following guidelines are provided to nurses and management. Extra shifts shall be defined as a shift that remains available after all department employees have been scheduled. The determination of extra shifts is at the sole discretion of the Employer.

8.9.1 Extra shifts shall be posted in the scheduling system following the final posted schedule, if available.

8.9.2 If multiple nurses apply for the same shift, the following process may be used by leadership.

- a. Rotating seniority order for full and part-time employees who would receive their regular rate of pay.
- b. Per diems who would receive their regular rate of pay.
- c. Rotating seniority order for full and part-time nurses who would receive overtime or premium pay.
- d. Per diem nurses who would receive overtime or premium pay.
- e. Travelers

8.9.3 For purposes of this section, nurses who sign up for a full extra shift will receive preference over nurses who sign up for partial shifts.

8.9.4 For the purposes of the above sections, inadvertent misapplication of these provisions will not entitle the employee to back pay; rather the employee will be entitled to the next available extra shift.

8.10 Weekends. The Hospital will make a good faith effort to schedule all regular full time and part time nurses for every other weekend off. If a nurse works on two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay. The third successive weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as Saturday and Sunday for the first (day) and second (evening) shift. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not result in the Hospital being liable for premium and/or overtime pay. This section shall not apply to nurses who voluntarily agree to more frequent weekend duty.

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ARTICLE 9 -COMPENSATION

9.1 Wage Rates. Nurses employed in the NICU at the time of transfer shall retain their current rate of pay and step placement.

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

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

9.1.2 Staff Nurse Rate of Pay: Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule: **[INSERT CURRENT GRID W/1/1/25 RATES]**

Step increases shall be effective the first of the pay period in which the step occurs.

9.2 Effective Dates, Changes in Compensation. Any changes in wage rates or other compensation provided for in this Agreement shall become effective at the beginning of the first full payroll period on or after the date designated.

9.3 Recognition for Past Experience – New Hires. 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.

9.3.1 Nurses hired with continuous recent experience as a Licensed Practical Nurse at Mary Bridge Hospital shall have such experience credited at a rate of one (1) year of service credit for each two (2) years of LPN experience, not to exceed three (3) steps on the wage schedule (Section 9.1).

9.4 Premium in Lieu of Benefits. In lieu of all benefits provided for in this Agreement except for shift differential, standby/callback, charge, certification, premium pay for hours worked on a holiday, clinical ladder premium pay and longevity steps, a part time nurse may elect a fifteen percent (15%) wage differential to be effective upon completion of the probationary period. Selection must occur within the first ten (10) days of employment or annually on an open enrollment date selected by the Employer.

ARTICLE 10 -PREMIUM PAY

10.1 Shift Differential. Nurses assigned to work the second shift (3 p.m. – 11 p.m.) shall be paid a shift differential of three dollar (\$3.00) per hour over the hourly rate of pay. Nurses assigned to work the third shift (11 p.m. – 7 a.m.) shall be paid a shift differential of five dollars and fifty cents (\$5.50) per hour over the hourly rate of pay. Nurses shall be paid shift differential for those hours worked on a

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second or third shift if four (4) or more hours are worked on the designated shift. Shift differential will be paid on a holiday occurring during a rotation of shifts.

10.2 Standby Pay. Standby pay shall be at the rate of six dollars (\$6.00) per hour. Standby shall only be paid while on standby status and shall not be paid after the nurse has been called back to work.

10.3 Call Back. If a full time or part time nurse is called back or called in to work while on standby status, the nurse shall be paid for all hours worked at one and one half (1 1/2) times the regular rate of pay with a minimum guarantee of three (3) hours. A nurse shall not receive more than one minimum guarantee payment within the same three-hour period. A nurse shall not receive more than eight (8) hours of callback pay at time and one half (1 1/2) for an eight (8) hour shift unless the nurse actually works more than eight (8) hours.

10.3.1 Nurses who are scheduled to be on standby at the conclusion of their shift, and stay beyond their scheduled stop time for a minimum of thirty (30) minutes, shall be eligible for callback and the three-hour minimum. Time worked less than thirty (30) minutes will be considered shift overtime in accordance with overtime provisions of this agreement, with the following exceptions:

- a. The Employer may call the employee in at the start of their standby shift and initiate callback prior to the end of the 30-minute period.
- b. The Employer may also initiate callback prior to the thirty (30) minutes for a standby employee if the standby employee is onsite and providing patient care that they would otherwise be called into perform.

10.3.2 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 change in the nurse's start time the following day where the nurse has been called back after 11:00 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. Upon written request by the Association, the Hospital will describe what good faith effort was made at the next Conference Committee.

10.4 Report Pay. Except as provided for in Section 7.7, Low Census, 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) consecutive hours' work (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) at least one and one-half (1 1/2) hours 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 this section shall not apply.

10.5 Charge Nurse Pay. Any nurse assigned as a charge nurse shall receive a premium of three dollars and twenty-five cents (\$3.25) per hour.

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10.6 Certification Premium. Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar and twenty-five (\$1.25) per hour, provided the particular certification has been approved by the Chief Operating Officer, or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. If a nurse is involuntarily transferred to a position in which the nurse is not working in the area of certification, the nurse will continue to receive this premium until the nurse's certification expires.

10.7 BSN, MN, MSN or PhD Premium. Nurses who provide satisfactory proof of completion of a Bachelors of Nursing (BSN), Masters of Nursing (MN), Masters of Science in Nursing (MSN) or PhD in Nursing shall be paid a premium of one dollar per hour (\$1.00/hr.) effective the first full pay period following receipt of proof of degree completion in Human Resources.

10.8 Preceptor Pay. A nurse assigned preceptor duties will be paid an additional two dollars (\$2.00) per hour while performing such duties.

10.10 Rest Between Shifts. In scheduling work assignments, the Hospital will make a good faith effort to provide each nurse with at least eleven (11) hours off duty between shifts. If a nurse is required to work with less than eleven (11) hours off duty between shifts, all time worked in excess of the normal work day will be paid at the rate of one and one half (1 1/2) times the regular rate of pay. If a nurse does not receive at least eleven (11) hours off duty between shifts, all work performed on the nurse's next regular shift will be paid at one and one half (1 1/2) times the regular rate of pay. The eleven (11) hour rest period begins when the nurse is released from work, until the beginning of the nurse's next work period. This section shall not apply to education, committee meetings, staff meetings or to standby pursuant to this Article. In addition, this section shall not apply to callback assignment of less than four (4) hours in duration.

10.10.1 Nurses who are called into work from standby for a minimum of four (4) hours, whose callback shift is directly preceding (attached to) their regularly scheduled shift, shall not be eligible for rest between shifts. They shall receive callback pay up to their regularly scheduled shift or a minimum of 3 hours, whichever is greater; then, regular pay would be paid.

10.10.2 Nurses who are called into work from standby for a minimum of four (4) hours, whose call back shift is not directly preceding (attached to) their regularly scheduled shift, shall be eligible for rest between shift for their regularly scheduled shift.

10.10.3 If a nurse does not receive at least eleven (11) hours off duty between shifts, a good faith effort will be made to schedule the nurse off and/or change the nurse's hours, on the nurse's next regular shift. Any change in the regular schedule shall be by mutual consent.

10.11 Weekend Premium Pay. Any nurse who works on a weekend shall receive four dollars and twenty-five (\$4.25) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For

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premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

10.13 NICU Transport Premium. Nurses who hold a NICU Transport Team position shall receive a premium of \$5.00 per hour. NICU Transport Nurses will continue to receive a \$75 stipend for each transport to which they are dispatched. NICU Transport Nurses will continue to receive a \$225 stipend for each transport to which they are dispatched if they are called in on their day off. If they are dispatched to a delivery at a referral hospital, NICU Transport Nurses will receive an additional \$75 stipend on top of the appropriate dispatch stipend.

10.13.1 TG to MB admissions. Admissions from Tacoma General to Mary Bridge shall not qualify for the stipend in 10.13.

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

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

ARTICLE 11 – PTO/EIT

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

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

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20+	320	268	.1289	588	.025	52	48	.0231
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* Maximum annual carry-over (see Article 11.3.5)

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

11.3 Access to PTO Accrual. PTO accruals are to be accessed for all absences except for those that meet EIT criteria, provided that a nurse who receives Washington State Paid Family and Medical Leave benefits administered by Washington State may choose whether to use PTO accruals to supplement the difference between the nurse's Paid Family and Medical Leave benefits and the nurse's regular pay at their assigned FTE. Nurses are responsible for informing the Hospital of the amount of Paid Family and Medical Leave benefits received from Washington State and whether they choose to use accruals to supplement the difference between such benefits and the nurse's regular pay at their assigned FTE. A nurse will receive pay of no less than their assigned FTE each pay period by the combination of hours worked and access to available accruals.

Employees may use their PTO and PTOWs-Sick banks interchangeably.

11.3.1 Requirement to Access Accruals. Nurses are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event a nurse may choose to either utilize accruals or to take cut hours. (Nurses may not access accruals when they are off work due to a disciplinary suspension). Provided that nurses who receive Washington State Paid Family and Medical Leave benefits administered by Washington State may choose whether to use accruals to supplement the difference between the nurse's Paid Family and Medical Leave benefits and the nurse's regular pay at their assigned FTE. Nurses are responsible for informing the Hospital of the amount of Paid Family and Medical Leave benefits received from Washington State and whether they choose to use accruals to supplement the difference between such benefits and the nurse's regular pay at their assigned FTE.

11.3.2 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).

11.3.3 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.)

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

11.3.5 PTOWs-Sick Year-End Cap. PTOWs-Sick accruals are job-protected time off accruals granted to provide employees with paid sick time off in accordance with Washington State Paid Sick Leave law and local city ordinances. PTOWs-Sick will accrue without limit during the

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calendar year. At the conclusion of the final pay period of each calendar year, the PTOs-Sick bank shall reduce to fifty-two (52) hours of accrual maximum as a carry-over balance into the first pay period of the subsequent calendar year.

11.4 Access to EIT accruals. 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 employee 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 employee who has a serious health condition or an emergency condition.

11.4.1 Nurses may access their EIT accruals once they have missed their seventeenth (17th) consecutive scheduled hour of work. In this event, the nurse's access to EIT will commence from the 17th hour of work forward and will not be applied retroactively to the first (1st) through sixteenth (16th) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization of the nurse or the nurse's family member (exclusive of Emergency Room visits), the nurse's on-the-job injury, chemotherapy treatment, radiation treatment, or outpatient surgery of the nurse. A nurse, who has accessed their 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.

11.4.2 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 their seniority to bid on posted positions pursuant to the job posting provisions of this Agreement.

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

11.4.4 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.

11.4.5 Washington State Paid Family & Medical Leave Benefits. Nurses who receive Washington State Paid Family and Medical Leave benefits for the nurse's own disability (including any period of disability associated with pregnancy, childbirth and the recovery therefrom) or the illness or injury of a family member may supplement their Washington State benefits by accessing accrued EIT, up to the amount of regular pay at the nurse's assigned FTE, provided that the nurse has been approved for a leave of absence by the Hospital.

11.5 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.

11.5.1 Premium paydays are New Year's 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 p.m. December 25 shall be recognized as Christmas. Holiday work shall be equitably rotated by the Employer through a defined department process in conjunction with article 11.9.4.

11.6 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:

- a) PTO accruals paid at 100%
- b) EIT accruals paid at 25% for all hours in excess of 240

11.6.1 "Good Standing" Defined. A nurse is not "in good standing" if they:

- a. Are being discharged for cause; or,
- b. Has given insufficient notice of resignation in accordance with contractual requirements; or,

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- c. Has failed to work out their notice period (i.e., calling in short notice for remaining shifts absent a medical certification).

11.7 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.

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

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

11.9 Scheduling. All PTO must be scheduled in advance in accordance with Hospital policies and be approved by Supervision. The Employer shall have the right to schedule PTO in such a way as will least interfere with patient care and workload requirements of the Hospital. Patient care needs will take precedence over individual requests. 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. Once a vacation has been approved it will not be cancelled absent an emergency.

11.9.1 PTO Request Procedure. PTO requests will be granted by date of submission for PTO up to six (6) months (or up to twelve (12) months where the unit agrees), from the date of the request. If conflicting requests are received on the same day, seniority shall control. Notification of approval or denial shall be given to the nurse no later than fourteen (14) days from the date of the request. Prime time summer vacation shall be from June 1 through September 15. During summer prime time only, fourteen (14) days (two (2) weeks) plus the three (3) summer holidays may be taken. The holiday time may be taken consecutively if approved by the unit manager. Additional days may be granted if the time is available. PTO requests for holidays defined in **Article 11.5** shall be awarded in accordance with the departments holiday time off guidelines and **Article 11.9.4**.

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

11.9.3 Pre-Accrual Requests. Nurses may request PTO for future dates if they will have accrued enough PTO to cover the future time away by the date the requested time off is to be taken. Approval of such requests shall be governed by **Article 11.9.1** above.

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11.10 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 in nursing departments (one (1) hour for non-nursing departments), 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 12 - LEAVE OF ABSENCE

12.1 General. All leaves are to be requested from the Hospital 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 Hospital within thirty (30) days. For purposes of eligibility for leave for part-time nurses, one (1) year shall equal twelve (12) consecutive calendar months. A leave of absence shall begin on the first day of absence from work.

12.2 Maternity Leave. After completion of the probationary period, leave without pay shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. The Employer shall return the nurse to the same unit, shift and FTE status, if the nurse returns from the maternity leave at the end of the disability as certified by the physician. Maternity leave in excess of the disability period shall be subject to meeting proper staffing requirements as approved by the Chief Operating Officer. For nurses employed less than one (1) year, time off for the actual period of disability will be allowed.

12.3 Family Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position (same department, FTE and shift) at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require, or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence.

Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

12.3.1 As required by Washington State's Family Care Act, benefits earning employees shall be entitled to time off to care for covered family members who meet the qualifications for coverage. Covered family members include: child; spouse; parent; grandparent; and, parent-in-law. This

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leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the State law and shall not be more broadly construed. The Employer will require that the employee use any accrued paid leave time for which the employee is eligible during the leave. Leave taken under the State Family Care rules that qualifies for leave under the FMLA will be counted towards the employee's FMLA leave entitlement if the employee is eligible for FMLA.

12.4 Health Leave. After one (1) year of continuous employment, a 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. The Employer shall guarantee the nurse's position if the nurse returns from the health leave within eight (8) weeks. If the nurse has not returned to work within eight (8) weeks of the commencement of the leave, the Employer will thereafter make a good faith effort to hold the nurse's position for an additional four (4) weeks. In the event the Employer is required to fill the position due to business necessity between the ninth (9th) and twelfth (12th) week period, the nurse will be notified and given the opportunity to return to work. If the nurse is unable to return to work at that time, the nurse when returning from the health leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence. This leave of absence shall run concurrently with any leaves of absence provided by state or federal law.

12.5 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 earned annual leave time.

12.5.1 As required by Federal law, an eligible employee who is the spouse, son, daughter, parent, or next of kin 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. Eligible employees are also entitled to up to 12 weeks of leave because of "any qualifying exigency" 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.

12.5.2 As required by State law, an eligible employee 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 employee may use accrued Paid Time Off.

These leaves shall be interpreted consistently with the rights, requirements; limitations and conditions set forth in the Federal and State law and shall not be more broadly construed. Where allowed by law, these leaves shall run concurrently with the employee's FMLA entitlement.

12.6 Bereavement Leave. Leave of up to three (3) days with pay shall be granted for death in the immediate family. Upon request, the Hospital may grant five (5) additional days of unpaid leave or paid vacation leave when extensive travel is required. Immediate family shall be defined by the following relationships of birth, adoptions or marriage for the purpose of this section: spouse, son or daughter,

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mother or father, sister or brother, grandparent, grandparent-in-law, grandchild, mother-in-law or father-in-law, son-in-law, daughter-in-law, stepparent, stepchild, stepsister or stepbrother, brother-in-law or sister-in-law and domestic partner (City of Seattle definition).

12.7 Jury Duty. A full-time or part-time nurse who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between the nurse's jury duty/witness fee pay and the nurse's regular rate of pay, provided that the nurse notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship upon the Employer. Nurses who serve as jurors or a witness on behalf of the Employer will be administratively assigned to the day shift for the duration of the jury duty. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

12.8 Unpaid Educational Leave. After one (1) year of continuous employment, permission shall be granted for leave of absence for a maximum of one (1) year without pay for study, without loss of accrued benefits.

12.9 Continuing Education. The Hospital recognizes the value of continuing education to the nurse. When the nurse participates in an educational program at the request of the Hospital, the nurse shall not incur any reduction in pay and any direct expenses will be paid. All full-time nurses shall be allowed five hundred dollars (\$500) per calendar year (prorated for part-time nurses) to use for work-related educational opportunities and related expenses, i.e. reimbursement for tuition and salary. 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 will be allowed three (3) shifts without pay for education. The employee may receive up to 24 hours of paid time to attend educational offerings. The employee's request shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program. Once unpaid education time has been approved it will not be cancelled absent an emergency. If the continuing education offering is above the RN's regular FTE, that time will be paid at straight time.

12.10 Union Leave. Employees will be afforded an option of requesting an unpaid leave of absence to attend Union Executive Board meetings, officer meetings, Shop Steward meetings, annual lobbying day and training sessions or Union conventions. Such leaves may be approved subject to unit/department and patient care.

12.11 Benefit Accrual During Leave. Leave without pay for a period of three (3) calendar months or less shall not alter a nurse's anniversary date with regard to the wage schedule. Annual leave and sick leave is accrued on the basis of hours paid and shall not accrue during an unpaid leave of absence. Leave without pay for a period in excess of three (3) calendar months 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 Hospital.

12.12 Leave with Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer. Except as otherwise provided for

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herein, nurses returning to work following a period of approved leave of absence shall return to their previous unit, shift, benefit premiums, and former full-time or part-time status.

12.13 Return from Leave. Except as otherwise provided in Article 13, if a nurse's absence from work (including unpaid leave time and any form of paid time off) does not exceed six (6) weeks total time away from work, the nurse shall be allowed to return to the nurse's prior position and shift. Nurses returning from an approved personal leave of absence exceeding six (6) weeks in duration shall be reassigned to their former position, if open. If the former position has been filled, the returning nurse shall be assigned to the first available similar opening on the same shift for which the nurse is qualified.

ARTICLE 13 - MEDICAL, DENTAL AND OTHER INSURANCE

BENEFITS

13.1 Flexible Benefits. For new hires and transfers into the bargaining unit as of January 1, 2020, benefits eligibility shall be effective beginning the first of the month following thirty (30) days of continuous employment as a benefits eligible nurse. All full time and all part time nurses regularly scheduled to work thirty (30) or more hours per week (0.75 FTE) shall be eligible for the Employer's flexible benefits insurance plan providing medical, dental and life insurance benefits.

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

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

13.1.2 Exempt Nurses. For the term of this agreement, nurses in the bargaining unit before January 1, 2020, shall remain full-time benefits eligible at twenty-four (24) or more hours per week (.6 FTE) so long as the nurse remains employed with MultiCare.

13.1.3 Health Plan Premiums. The Employer will maintain health plan premium rates through 2022. For plan years 2023 and 2024, the Employer agrees that any premium increases will be shared equally by the nurse and Employer, except that the nurse share shall not exceed a maximum of fifty dollars (\$50.00) per month, and in no event will bargaining unit nurses be required to pay premium rates that exceed the rates paid by non-represented employees.

13.2 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

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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.

13.2.1 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.

13.2.2 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.

13.3 Retirement. Employees in this bargaining unit will participate in the Employer's retirement plan on the same basis as its non-union workforce. Employees currently participating in the defined benefit plan will remain in that plan through December 31, 2015 at which time the plan will be frozen and the employees will be enrolled in the Employer's retirement plan that is applicable to all of its non-union employees. The level of funding for the plan that is applicable to all employees starting in January 2016 will be no less than the current level of funding for the Retirement Account Plan.

13.4 Dental Plan. Bargaining unit nurses will be eligible for the same dental insurance options and premium rates as non-represented employees.

13.5 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.

13.6 Washington Paid Family & Medical Leave Benefits. The Employer will deduct the Washington state established premiums for employees from nurses' pay, and pay any required Washington state established premiums for employers.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 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.

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14.1.1 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.

14.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of a nurse to file a grievance on a timely basis in accordance with the time limits set forth below will constitute withdrawal of the grievance. Subject to the above provisions, any grievance which is unresolved following the meetings set forth in this grievance procedure shall automatically be pursued to the next higher step. The moving party agrees to notify the other of their intent to do so.

14.3 Grievance Procedure. A grievance shall be submitted to the following grievance procedure:

Step 1. Immediate Supervisor.

If a nurse has a grievance, the nurse must first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. A conference between the nurse (and the Local Unit Chairperson, if requested by the nurse) and the immediate Supervisor (and/or designee) shall be held within 14 (fourteen) calendar days. The Supervisor shall issue a written reply within fourteen (14) calendar days following the grievance meeting. However, if a nurse is terminated, the nurse may first present the grievance to the Chief Operating Officer or Clinical Designee within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed.

Step 2. Chief Nurse Executive (CNE) or Clinical Designee

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the CNE (or clinical designee) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Local Unit Chairperson, if requested by the nurse) and the CNE (or clinical designee) shall be held within fourteen (14) calendar days for the purpose of resolving the grievance. The CNE or clinical designee shall issue a written reply within fourteen (14) calendar days following the grievance meeting. If the CNE or clinical designee is not available, the Association agrees to waive the timelines until the CNE or clinical designee is available.

Step 3. Director of Labor Relations.

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

Step 4. Arbitration.

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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 Director of Labor Relations or designee. If the Hospital and the Association fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Prior to proceeding to arbitration, the Association will fully identify and describe the issue to be submitted to the Arbitrator. 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. Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further litigation of the issue in dispute. 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, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

14.3.1 Association Grievance. The Association may initiate a grievance at Step 2 if the grievance involves more than one (1) nurse.

14.4 Mediation. The parties may agree to use the mediation process 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.

14.5 Termination. This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of the Agreement shall proceed to resolution regardless of the expiration date.

ARTICLE 15 - NO STRIKE--NO LOCKOUT

15.1 No Strike. The parties to this Agreement realize that the Hospital provides special and essential services to the community, and that for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, there shall be no strikes, including any sympathy strikes, work stoppages, picketing, hand-billing, walkouts, slowdowns, boycotts or any other activity that interrupts or impedes work, or the delivery of goods, services or patients to the Hospital. No officers or representatives of the Association shall authorize, instigate, aid or condone such activity. In the event of any such activity, the Association and its officers and agents shall do everything within their power to end or avert the same. Any nurse participating in any of the activities referred to above, including the refusal to cross a picket line posted by any other labor organization or any other party, shall be subject to immediate dismissal, permanent replacement, or lesser discipline, at the Hospital's discretion.

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15.2 No Lockout. The Hospital shall not engage in any lockout during the term of this Agreement.

ARTICLE 16 - NURSING COMMITTEES

16.1 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. The Association will determine the NICU RN representative for the Mary Bridge Hospital Staffing Committee. A NICU RN may attend the TG Staffing committee as a guest at the discretion of the TG Staffing committee. This shall not be considered time worked.

16.2 Occupational Safety and Health. The Employer will maintain a safe and healthful work place in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Safety Committee will be the proper vehicle to investigate safety issues and the Employee Health Advisory Committee shall be responsible for investigating health issues related to the work place. The Safety Committee shall include no more than one (1) NICU bargaining unit employees on each safety committee.

Such bargaining unit employee on the Committees shall be appointed by the Union. The Union shall be responsible for providing name to the Employer during the committee meetings. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee. Safety Committee agendas will have a standing agenda item that addresses workplace violence.

16.3 Staffing. For 2023, the NICU staffing guidelines in the Tacoma General CBA in Section 16.5 shall govern. For subsequent years, Management will follow the state staffing plan. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of their immediate supervisor as soon as the problem is identified.

1. Employee(s) believing there is a staffing problem are encouraged to address and document the issue immediately with their immediate supervisor.
2. Staffing concerns discussed with their immediate supervisor that have not been resolved will be addressed to the Department Manager/Director or designee. The Department Manager/Director or designee will respond in writing within fourteen (14) calendar days.
3. If the matter is not satisfactorily resolved by the Department Manager/Director, the matter may be referred to the Staffing Committee for further review. The Staffing Committee shall review and may make written recommendations to the departments VP or Executive or their designee as appropriate.
4. If there is no consensus with the Staffing Committee, either party may make a written recommendation to the department's VP or Executive or their designee. The identified individual will respond in writing within twenty-one (21) days. Emergency

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situations requiring immediate attention may be brought directly to the assigned HP Partner to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Conference Committee meeting; or (3) escalating the issue to the VP or executive or their designee. The decision of the identified individual shall be considered final and is not subject to grievance under Article 14, Grievance Procedure.

5. MHS will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Staffing Committee; or an employee who notifies the Staffing Committee, immediate supervisor, the facility administration, or the Union of their concerns about staffing or for filing an Assignment Despite Objection Form.

16.4 Conference Committee. A representative from the NICU unit shall be elected by the Staff Nurses of the unit to participate in Conference Committee. The Conference Committee meets monthly with representatives of the Hospital, one of whom shall be the Chief Nursing Executive, to discuss matters relating to nursing care and difficulties that may arise over this Agreement. Time spent at Conference Committee Meetings shall be paid for at the applicable rate of pay.

ARTICLE 17 - GENERAL PROVISIONS

17.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

17.2 During the life of this Agreement, the Association agrees that the Hospital shall not be obliged to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement, or discussed during the negotiations which resulted in this Agreement.

17.3 Wage Rates. Nothing contained herein shall prohibit the Employer from requesting to meet and confer with WSNA to raise the wage scale specified in Article 9.1.2 or any other economic terms and conditions.

17.4 Successorship. The Employer will provide at least sixty (60) days' notice to the Association if it conveys, transfers or assigns the entirety of its Medical Center operations. This Agreement shall be binding upon the Hospital and any successor employer who acquires the entirety of the Hospital.

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ARTICLE 18 - DURATION OF AGREEMENT

This Agreement shall be effective upon date of ratification and shall remain in full force and effect until December 31, 2025, and annually thereafter unless either party serves notice on the other to amend or terminate the Agreement by giving written notice to the other party not less than ninety (90) days in advance of the expiration date.

Signed this _____ day of _____, 2023.

MULTICARE HEALTH SYSTEM

WSNA

Scott B. Allan
Director, Labor and Employee Relations

Pamela Devi Chandran
Labor Counsel

Erika Skoog
Manager, Labor and Employee Relations

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APPENDIX A

TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 8.3 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 ten (10) hours of work and one (1) or more thirty (30) minute unpaid lunch period(s), as required by law. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer. Nurses will be asked to sign individual shift agreements memorializing these work day terms.
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. **Rest Between Shifts.** Sections 10.9 and 10.9.1 of the Agreement apply in their entirety with the sole exception being that the length of the rest period shall be ten (10) hours rather than eleven (11) hours.
4. **Shift Differential.** If the majority of the hours of the employee's regularly scheduled shift fall within the designated evening (3-11 p.m.) or night (11 p.m. – 7 a.m.) shift period, the employee shall receive the shift differential for the entire shift. This paragraph supersedes any contrary language in the parties' Agreement.

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APPENDIX B -

TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 8.3 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 twelve (12) hours of work and two (2) thirty (30) minute unpaid meal period(s), as required by law. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer. Employees will be asked to sign individual shift agreements memorializing these work day terms.

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. Rest Between Shifts. Articles 10.9 and 10.9.1 of the Agreement apply in their entirety with the sole exception being that the length of the rest period shall be eight (8) hours rather than eleven (11) hours.

4. Shift Differential. If the majority of the hours of the nurse's regularly scheduled shift fall within the designated evening (3 - 11 p.m.) or night (11 p.m. - 7 a.m.) shift period, the shift shall be considered a permanent assignment for that nurse and the nurse shall receive the shift differential for their entire shift. If the evening or night shift is a permanent assignment, shift differential shall be considered to be a part of the nurse's regular rate of pay. For those employees working the 3 a.m. to 3 p.m. shift, night shift differential shall be paid for those hours worked between 3 a.m. and 7 a.m. This paragraph supersedes Article 10.1 of the Agreement in its entirety.

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APPENDIX C

TWENTY-FOUR (24) HOUR WEEKEND SCHEDULE

In order to ensure adequate weekend coverage, the Union and the Hospital agree that, to the extent the Hospital deems it appropriate, the Hospital may offer positions on a special weekend work program. Employees 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 8.3 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. Employees on this schedule shall be paid in accordance with the following schedule:

Day Shift: Base rate times 1.5 equals the wage rate.

Night Shift: Base rate plus night shift differential times 1.5 equals the wage rate.

To be eligible for this time and one-half (1-1/2) weekend pay, the employee must work the employee's entire weekend work schedule. If the employee 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. Employees 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 more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after sixteen (16) consecutive hours of work for that shift shall be paid at double time (2x).

5. Paid Time Off and Extended Illness Time. Employees who choose to work a twenty-four (24) hour weekend schedule understand the following:

- a. In anyone calendar year, the employee is not eligible for more than four (4) weekends' approved and scheduled as time off. The holiday rotation commitments of Section 11.4 shall not apply to this weekend work schedule.

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- b. Employees accrue paid time off (PTO) at the following rates:

Years	Accrual Rate (per hour worked)
1 year or more	.1442
5 years or more	.1731
10 years or more	.2019
20 years or more	.2308

- c. Employees accrue extended illness time (EIT) at a rate of .0346 per hour (example: .096 x 1.5 .1442)

6. Pay for Non-Weekend Scheduled Hours. If an employee covered by this Appendix works extra shifts during the week, they will be paid at their regular non-weekend rate of pay. Employees 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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APPENDIX D

NINE (9) MONTH POSITIONS

In accordance with section 8.3 of the agreement, between the Hospital and the Union, nurses may, on an individual basis, agree to work a nine (9) month position in units designated by the Employer. The number of 9-month positions, FTE and units in which the positions are available is at management's discretion. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Management will determine the 9-month period for each individual position designated as a 9-month position. For example, a 9-month position may begin each September and run through June of the following year. The specific beginning and end date of each 9-month period will be determined by management on a unit by unit and position by position basis.

2. Each position will include a 3-month hiatus during which the nurse will not be regularly scheduled to work and is not expected to fulfill their FTE. The nurse may access their PTO bank or take low census hours up to the assigned FTE during the hiatus period. The nurse will be permitted to pick up shifts in any unit in which they are competent and qualified to work on an on-call basis during the hiatus period.

3. **Benefits.** The employer will maintain its portion of health and dental benefits during the hiatus period. A nurse who chooses to maintain dependent benefits during the hiatus period may choose from the following options. The nurse may change their choice one time per year during open enrollment with an effective date of January of the following year. The nurse will be required to make their selection in writing and attend a briefing with Benefits upon acceptance of the position.

- a. The nurse may use banked PTO during the hiatus period at a reduced FTE rate to cover dependent benefits costs.
- b. The nurse may chose to pay COBRA premiums for the hiatus period in order to continue benefits for dependents.
- c. The nurse may choose increased payroll deductions during the 9-month period such that the employee's portion of the annual dependent medical premium is paid over the 9-month period and dependent benefits are continued during the hiatus period.

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APPENDIX E

THREE (3) MONTH POSITIONS

In accordance with section 8.3 of the agreement, between the Hospital and the Union, nurses may, on an individual basis, agree to work a three (3) month position in units designated by the Employer. The number of 3-month positions, FTE and units in which the positions are available is at management's discretion. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Management will determine the 3-month period for each individual position designated as a 3-month position. For example, a 3-month position may begin each January and run through the end of March. The specific beginning and end date of each 3-month period will be determined by management on a unit by unit and position by position basis.

2. Each position will include a 9-month hiatus during which the nurse will not be regularly scheduled to work and is not expected to fulfill their FTE. The nurse will be permitted to pick up shifts in any unit in which they are competent and qualified to work on an on-call basis during the hiatus period.

3. **Compensation.** 3-month nurses are paid at a flat hourly rate of \$50.00 per hour during the 3-month period and are not eligible for the 15% premium in lieu of benefits. 3-month nurses are paid at the RN wage and year level appropriate to their years of experience during the hiatus period for hours worked as an on-call nurse.

4. Article 5.9, Benefits Accrual, Article 11, PTO/EIT and Article 14, Medical, Dental and Other Insurance Benefits do not apply to 3-month positions.

5. Article 7 will not apply to 3-month nurses except that the low census rotation outlined in Article 7.5 will be applicable to the 3-month nurse during the 3-month period. During the hiatus period, the 3-month nurse is considered an on-call nurse and on call low census rules will apply.

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APPENDIX F

**MARY BRIDGE CHILDREN'S HOSPITAL
LOW CENSUS BANK**

- 1. Eligibility.** Nurses who maintain a 0.6 FTE and who agree to float as required by the Employer to another unit for which they have been cross-trained or are otherwise competent will accrue low census bank hours on each hour worked. The nurse must declare his or her intent to agree to float in writing in November of each year for the following calendar year. Newly hired nurses are not eligible to declare until the one time per year enrollment process in November. New graduate RNs are not permitted to participate in the low census bank unless the new Grad RN has attained a minimum of 6 months RN experience after completion of the residency program at the time the program is open for new entrants. In individual cases, the manager may approve entry into the program by a new graduate RN who does not meet the 6-month requirement based on an assessment of the RNs experience prior to becoming an RN (for example: previous pediatric LPN experience, pediatric Nurse Tech training) and competency.
- 2. Accrual Rates.** The low census bank will be funded at 3,000 hours per calendar year for both UFCW and WSNA RNs at Mary Bridge Children's Hospital. Accrual rates will be determined each year based on the number of nurses who declare their intent for the following year. For example, if 30 full time equivalent nurses declare, the accrual rate will be .0544 hours for each hour worked (*see formula illustration, in #7, below). The Union and the Employer will meet in December of each year to determine what percentage of the low census funds will be set aside for cross training and what percentage will be allocated to the low census bank.
- 3. Floating.** Past practice governing rotation of mandatory floats is not affected by the low census bank requirements unless there is not a nurse available who is competent and qualified to float to another unit. In such a case, the nurse who has declared for the low census bank and is competent and qualified to float will be required to float even if the float is out of turn.
- 4. Float Premium.** Nurses who declare their intent to use the low census bank are eligible for a \$3.00 per hour float premium on any occasion in which they float. A nurse who refuses a float at the direction of the Employer to a unit for which he or she is cross trained or otherwise competent will lose the \$3.00 float premium, forfeit rights to access his or her low census bank for that calendar year and further accruals will cease. Resource Nurses who declare for the Low Census bank receive a \$5.00 premium for all hours worked as a Resource Nurse and are not eligible for the \$3.00 low census bank float premium.
- 5.** A maximum of 24 hours of low census banked hours not used in one calendar year may be carried over to the following calendar year. Low census banked hours over the maximum rollover of 24 hours are forfeited at the end of each calendar year.
- 6.** When mandatory low census (as opposed to voluntary low census) hours are required and no float is needed, the Employer will assign other nursing related duties, skill development or cross training consistent with the organizational and patient care needs as determined by the Employer. Low census

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banked hours may be utilized for non-patient care projects but may involve patient contact. The Employer will determine appropriate projects and will assign these projects to the nurses. Projects appropriate for the nurses utilizing low census banked hours may include, but are not limited to:

- Skill development/cross training
- Patient chart audits
- Non-mandatory continuing education modules
- Department specific projects such as:
 - Re-ordering supplies
 - Organizing equipment rooms
 - QI/PI activities
 - Assisting other departments in auditing, organizing follow-up calls to patients.

If, during the course of a shift, the needed staffing hours increase on a unit for which the nurse is competent and oriented, the Charge RN will notify the House Supervisor, the RN will be returned to direct patient care duties and the remaining hours of the RN's shift will be charged to the unit budget rather than to the nurse's low census bank.

8. A sub-committee of the established Conference Committee consisting of an equal number of nurses and management will be established to discuss and make recommendations to the Conference Committee and Staffing Committee regarding the following subjects:

- Review and development of cross training plans that include viable cross training programs and ongoing maintenance of competencies for bank nurses.
- Review and development of skills and competency checklists and cross-training standards.
- While the desire of the Employer and Union is to cross train all participants in the LCD Bank, the parties recognize that not all nurses entered into the Bank may be cross trained due to resource limitations and limits on the ability to retain competencies over time.

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MEMORANDUM OF UNDERSTANDING -

No Pyramiding or Duplication of Overtime Pay:

- 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 (7.4). 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 (7.8). 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 (7.10). 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 (8.3). 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 (9.4). 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

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normal work day shall not count as time worked in computing hours beyond the normal full-time work period (i.e. weekly overtime).

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LETTER OF UNDERSTANDING -

Incentive Pay Plan

The Employer reserves the right to create an Incentive Pay Plan (“IPP”) to incentivize employees to pick up extra shifts due to position vacancies, high census, leaves of absence, or other emergent needs. The Employer has discretion to determine the incentive that will be paid for incentive-eligible shifts and discretion to determine which shifts and units will be eligible. The employer shall communicate the incentive and period of time for such incentive prior to a nurse picking up the shift.

The following terms and conditions apply to Incentive Pay Plan:

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

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- 4.2. In determining whether the nurse has met their FTE, the following hours paid but not worked shall count: prescheduled PTO, prescheduled EIT, mandatory low census, mandatory education, jury/civic duty, Paid Washington Sick Time (PTOSick-WA), and bereavement.
5. Incentive Pay is subject to the same non-pyramiding rules set forth in the parties' Collective Bargaining Agreement.
6. In the event more nurses volunteer and/or are signed up for a given incentive shift than are necessary, the order of preference should be based on which nurse(s) is less likely to be paid overtime or double time as a result of working that shift.
7. Management reserves discretion as to implementation as well as discontinuation of the incentive pay plan.

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