

AGREEMENT

BETWEEN

PEACEHEALTH SOUTHWEST MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

March 1, 2026 – February 28, 2029

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AGREEMENT

Preamble

This Agreement made between PeaceHealth Southwest Medical Center ("Medical Center," "Hospital," or "Employer") and the Washington State Nurses Association ("Association" or "Union") seeks to facilitate a harmonious employment environment for registered nurses that contributes to the mutual goal of quality patient care, by setting forth below agreed upon equitable employment conditions and an orderly system of employer-employee relationships, as negotiated by the Medical Center and the Association in joint discussions to reach cooperative solutions to mutual concerns.

Article 1 – Recognition

1.1 The Medical Center recognizes the Association as the exclusive collective-bargaining representative for the following unit: all regular full-time, part-time, per diem, and relief registered nurses, including home care, hospice, wound care, cardiology, pain clinic, outpatient infusion center, medical oncology, and radiation oncology registered nurses, employed by the Medical Center at the following Vancouver, Washington facilities: Medical Center campus currently located at 400 N.E. Mother Joseph Place, Memorial campus currently located at 3400 Main Street, Administration Building currently located at 602 N.E. 92nd Avenue, Home Care/Hospice currently located at 5400 MacArthur Blvd in Vancouver and 1035 11th Avenue in Longview, Pain and Cardiology Clinics currently located at 2312 NE 129th St., Ray Hickey Hospice House currently located at 2112 East Mill Plain Boulevard, and the Cancer Center located at 8821 NE 5th Street in Vancouver and 505 NE 87th Ave, Suite 350 in Vancouver; but excluding CRNAs, coordinator CRNAs, QM Coordinators, lead employee health nurses, employee health nurses, clinical educators, all other employees, guards, and supervisors as defined in the Act.

1.2 Bargaining unit registered nurses are referred to in this Agreement as "nurses" or "RNs", unless indicated otherwise.

Article 2 – No Discrimination

2.1 Employment Discrimination: The Medical Center and Association will comply with applicable laws prohibiting discrimination in employment matters against any employee because of race, color, creed, national origin, religion, sex, gender, gender identity, age, marital status, veteran status, disability, citizenship, ancestry, or any other legally protected status. This section is intended to include sexual orientation in accordance with any applicable law regarding that status. In the event that the Americans with Disabilities Act (ADA) or any other law requiring accommodation of an employee conflicts with provisions of this Agreement, such law shall control.

2.2 Labor Discrimination: The Medical Center and Association will neither discipline nor otherwise penalize any employee because of membership or non-membership in the Association or because of lawful activity for or against the Association; provided that such activity does not interfere

with normal Medical Center routine, the employee's duties, or the duties of other Medical Center employees, unless the activity is expressly permitted by this Agreement.

2.3 Enforcement:

2.3.1 Alleged violations of this article by the Medical Center may be processed through jurisdictionally appropriate procedures, including the grievance procedure set forth in this Agreement.

2.3.2 Alleged violations of this article by the Association may be processed through jurisdictionally appropriate procedures, excluding the grievance procedure set forth in this Agreement.

2.4 Gender References: Whenever words denoting gender are used in this Agreement, they are intended to apply equally to any gender. The use of plural pronouns in this Agreement may also refer to individual nurses and is intended to convey gender neutrality.

2.5 Compliance with Immigration Laws. The Employer will comply with all applicable immigration laws, including completing and maintaining Form I-9 documentation as required. In the event of any request, inspection, or enforcement action by a government agency, the Employer will comply only to the extent required by applicable law and will require the agency to provide any subpoena, warrant, or other legal process before releasing information or granting access.

An employee may request a leave of absence for purposes related to immigration proceedings or requirements. Upon presentation of documentation demonstrating the need for leave, the employer will consider such requests in good faith, considering operational needs and the anticipated length of the leave. Approval of such leave shall be at the discretion of the employer, and nothing in this Agreement guarantees the granting of any requested leave. If granted, the employee shall use PTO pursuant to employer policy.

2.5.1 Employment Eligibility to Work in the United States – Verification and Reverification.

- 1) The Employer shall not impose employment eligibility verification or reverification requirements greater than those required by law.
- 2) The employee may choose which acceptable documentation to present for Form I-9 during the verification or reverification process.
- 3) An employee may be represented by a Union representative during the verification or reverification process.
- 4) Upon request, the Employer will meet and discuss with the Union the implementation of any new verification or reverification process.
- 5) If an employee is discharged for lack of employment authorization but is able to prove employment authorization within six months of discharge, the employee will maintain seniority

and be treated as an internal applicant/transfer for purposes of bidding into any open bargaining unit position for which the employee is qualified.

6) If an employee provides to the employer evidence of a change in name, social security number, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected. Such change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire; however, the Employer may make reasonable inquiries or take actions required by law to investigate discrepancies or potential irregularities related to previously submitted information or documents.

2.5.2 Worksite Enforcement.

1) The employer shall notify the Union as soon as practicable if the Employer becomes aware of any immigration enforcement activities on or near the Employer's premises.

2) The employer shall provide the Union with a copy of any employee-related immigration enforcement documentation it receives relating to bargaining unit employees.

3) The employer shall provide the union with the name, contact information, and detention location (if known) of any bargaining unit employee detained by law enforcement for immigration-related reasons.

Article 3 – Association Membership

3.1 Membership:

3.1.1 Nurses employed on July 6, 2017 who are not members of the Association shall not be required to join the Association as a condition of employment.

3.1.2 Nurses hired into a bargaining unit position after July 6, 2017 shall be required as a condition of continued employment to join the Association within 30 days of their hire date.

3.1.3 All current nurses who are members of the Association or who voluntarily become members of the Association during their employment with the Medical Center shall remain members, as defined below, as a condition of employment.

3.1.4 Membership in the Association shall be defined as the obligation to pay periodic dues and initiation fees, or upon a request of a nurse who wishes to pay an agency fee in lieu of membership in the Association, to pay that portion thereof which represents the Association's costs of representing nurses.

3.1.5 The Association may execute remedies for nurses who fail to meet the financial obligation of membership in the Association. Upon written notice to the Medical Center from the Association, the nurse may be suspended until such time that all financial obligations have been met. Any suspension may only be for up to thirty days. The Association may further require the Medical Center to terminate the nurse.

3.1.6 The Medical Center will provide 45 minutes during new hire nursing orientation for a bargaining unit nurse designated by the Association to discuss Association membership. The nurse designated by the Association will be on unpaid time.

3.1.7 Any nurse who is or becomes an Association member who is also a member of, and adheres to established and traditional tenets or teachings of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Association as a condition of employment. Such nurse shall, in lieu of dues, pay sums equal to such dues to a non-religious charity or to another charitable organization mutually agreed upon by the nurse and the Association. A religious objection must be declared in writing to both the Association and PHSW Human Resources. Any nurse exercising their right of religious objection must provide the Association with monthly documentation of payments made to the agreed upon charitable organization or be considered in violation of the Membership provisions in this Article. PHSW will not deduct religious exemption charitable organizational contributions from the nurse's paycheck.

3.1.8 For RNs who are members of the Association, the Medical Center will deduct the Association dues from the pay of the RN, if the RN voluntarily submits a pay deduction authorization form for that purpose to the Medical Center. An RN who has submitted such a pay deduction authorization may revoke the authorization at any time, by submitting a written statement of its revocation to the Medical Center. The Medical Center will notify the Association in writing of the revocation.

3.1.8.1 Deductions made in accordance with this section will be transmitted by the Medical Center to the Association monthly by check payable to the Association's order.

3.1.9 The Association will indemnify and hold the Medical Center harmless against any and all claims and claim-related expenses that may arise out of implementation of Article 3.

3.2 During the term of this Agreement, the Employer will deduct the sum specified from the pay of each member of the Union who voluntarily executes a Washington State Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When filed with the Employer the authorized form will be honored in accordance with its terms. The Union will provide a monthly report of any changes to the fixed WSNA PAC amounts.

Article 4 – Definitions

4.1 Full-time RN: An RN who is typically scheduled to work no less than thirty-six (36) hours per week. This definition does not apply to employee health and welfare benefits.

4.2 Part-time RN: A part-time employee is an employee who is typically scheduled to work less than thirty-six (36) hours per week. This definition does not apply to employee health and welfare benefits.

4.3 Per Diem RN: Per Diem RNs work on an intermittent basis or to supplement the regular work force on a scheduled or unscheduled basis to provide relief for emergencies, employee absenteeism, to fill in after an employee leaves their position until a new regular employee can be hired, for temporary increases in workload, or other unexpected events after full-time and part-time employees are scheduled for their assigned FTE.

RNs who hold a Per Diem position, in addition to an FTE position, may be regularly scheduled for up to forty (40) hours in a work week.

Per Diem RNs must, as a condition of employment, agree to maintain the skills of their position.

Per Diem availability shall be due three weeks prior to the posting of the schedule.

4.3.1 Per Diem RN Availability Requirements: Per Diem staff will be available to be scheduled:

- a. A minimum of 4 shifts per schedule period, two of which must be on a weekend. If a Per Diem RN does not work at least six (6) shifts within a three (3) month period, the Per Diem RN will be deemed to have resigned, unless the Per Diem Employee is on an approved leave of absence. The three (3) month periods for Per Diem availability shall be defined as January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. The employee shall not be considered to resign if the Employer does not have at least six (6) shifts to offer the Per Diem Employee in the three (3) month period.
- b. Per Diems will be available to work one holiday in Spring/Summer and one holiday in Fall/Winter.
- c. Per Diems will not be required to work varied shifts in a 72-hour period without mutual agreement.
- d. RNs who hold at least a .5 FTE and secondary Per Diem assignment will not be held to the above availability requirements but must maintain their competency in the Per Diem position, as determined by the Employer.
- d. RNs with multiple Per Diem assignments will be held to the above for their primary assignment.

4.4 Relief RN: Important Note: *the parties agreed to discontinue the Relief RN option effective upon ratification of the 2024 Agreement. The only exception is that those nurses who occupy a Relief position as of that date will be entitled to continue in that position. The parties have agreed to a list of those RNs. If any Relief RNs who are subject to this position leave their Relief RN position, the exemption for that nurse will be discontinued. The following definition applies only to the exempted Relief RNs pursuant to this paragraph. The Union will provide the Medical Center with a list of legacy Relief RNs within thirty calendar days of ratification of the 2024 Agreement, which will be verified by the Medical Center within fourteen days thereafter.*

An RN who may be scheduled to work to fill in for vacations, approved leave, unscheduled absences or; (2) to fill in for unfilled scheduled shifts in accordance with Article 11.2.5 or; (3) to fill in after a nurse leaves their position until a new nurse can be hired.

4.4.1 Relief RNs who are not scheduled to work at least 96 hours during each six-month period beginning on January 1 and July 1 of each year in the unit where they hold their Relief status may be administratively terminated as a Relief RN.

4.4.2 If a Per Diem or Relief RN has worked an average of at least 48 hours per pay period for four consecutive months in the same unit, the RN or the Association may request that a vacancy be posted for a part-time or full-time position in the unit and shift consistent with the average number of such hours worked. However, the position will not be posted if the Medical Center does not intend to continue filling those hours on an ongoing basis or if the RN's hours were worked in place of an RN(s) on vacation, leave or to fill in after a nurse leaves their position until a new nurse can be hired up to four months. This four-month limitation will not apply to situations where a nurse intern is being trained to competence.

4.5 Designated Charge Nurse: A separate job classification responsible for assessing, planning, organizing, and directing activities within an assigned unit according to its patient care needs, including but not limited to coaching and mentoring regarding behavioral and competency standards; positive initiative on unit-based expectations; active participation in performance evaluations; participation in house-wide committees and/or projects; chart audits, and attendance at leadership-oriented classes with cost covered by the Employer with approval by the manager. The Employer acknowledges that workload or schedule adjustments may be necessary in some cases to assure that the nurse fulfills these responsibilities. The responsibilities of a designated charge nurse shall not serve as a basis for removal of the position from the bargaining unit. The Charge Nurse's additional responsibilities in that capacity will be considered in determining their direct patient care assignments. Charge Nurses will be scheduled to work at least three (3) full shifts per schedule period and must work at least one (1) full shift as a bedside nurse on their designated unit to ensure ongoing familiarity with and competency in day-to-day patient care requirements. Charge nurse evaluations will include whether the charge nurse met their minimum floor shift requirements.

4.5.1 Selection: The parties recognize the importance of a charge nurse having the qualifications and training to perform the charge nurse function in the particular unit to which they are assigned. Designated charge nurse positions and relief charge nurse positions will be posted in accordance with Section 8.2, and applicants shall be selected based on the relevant job criteria and skills expectations. The selection process will be standardized across the Medical Center. There will be an interview team in each department, which will include at least one staff nurse from the department. Internal candidates not selected for a charge nurse position will be notified of the reason for rejection and any recommended skills, abilities, and/or qualifications that would make them a stronger candidate in the future.

4.5.2 Removal: If a charge nurse determines that they are no longer suited to the charge function in the assigned unit, then the nurse and their manager(s) will work together to seek possible reassignment of the nurse to a staff nurse position. If the manager formally documents or if peer reviews indicate that the charge nurse or lead clinic nurse may no longer be suited for performance reasons to the charge nurse function in the assigned unit, then the manager will have a conversation with the nurse to outline expectations and necessary changes for the nurse to be successful in the role. If the nurse thereafter is still unable to meet performance expectations before the next annual evaluation period, then the manager shall remove the nurse from the charge function and reassign the nurse to a staff nurse position subject to the provisions of Section 8.2. If, however, the manager determines or peer reviews indicate that the nurse has engaged in misconduct, then the Medical Center shall conduct an investigation. If the investigation determines that the charge nurse engaged in misconduct such that the nurse may no longer serve successfully in charge capacity, the nurse will be subject to removal from the charge nurse role in accordance with the employer's disciplinary policy and, subject to the provisions of Section 8.2.

4.5.3 Evaluations: Staff RNs may submit an evaluation of their unit's Designated Charge Nurse(s) during the annual evaluation process. The Medical Center will develop an electronic form for soliciting anonymous peer feedback from nurses working in each charge nurse's home unit, and share that form with the Conference Committee. The peer feedback forms will be made available to staff RNs at the beginning of PeaceHealth's annual evaluation period for no less than two (2) full pay periods. The Medical Center will take Staff Nurse feedback into account when assessing each Designated Charge Nurse's performance.

4.6 Relief Charge Nurse: An RN from a unit and shift designated to perform unit functions normally performed by the unit's Designated Charge Nurse, in the following circumstances:

4.6.1 A relief charge nurse will be designated when the unit's Designated Charge Nurse is not present on the unit as normally scheduled, provided it is anticipated that the absence, excluding meal and rest periods, will be for at least a total of four hours of the shift.

4.6.2 A relief charge nurse may be designated when the unit's Designated Charge Nurse is not present on the unit for less than the period specified in 4.5.1, at such times as the Team Leader deems appropriate.

4.6.3 Filling a relief charge nurse position does not constitute filling a job vacancy under this Agreement.

4.6.4. The relief charge nurse's additional responsibilities in that capacity will be considered in determining his/her direct patient care assignments.

4.6.5 A relief charge nurse may be removed from the relief charge position for the same reasons and using the same procedure as outlined in Section 4.5.2.

4.7 Temporary Employee: A licensed registered nurse who is employed for a defined, limited period of up to six months.

4.8 Exempt RN: An RN who is paid on a salary basis as defined under the federal Fair Labor Standards Act.

4.9 Non-exempt RN: An RN who is not paid on a salary basis as defined under the federal Fair Labor Standards Act.

4.10 Resource Team RN: An RN who is on the Resource Team.

4.11 Break Nurse: an RN designated to relieve nurses on their unit by taking over their patient care assignments during rest and meal periods ("breaks"). Break coverage may be provided through a rotational assignment among unit nurses, a dedicated break relief nurse position, or a combination of both, depending on unit needs. When functioning as a designated break nurse, nurses will not receive a primary patient care assignment.

4.11.1 Break Coverage Models. Each unit shall utilize a break coverage model designed to ensure nurses are provided the opportunity to take uninterrupted rest and meal breaks in accordance with applicable law and this Agreement. Regardless of model, Break Nurse shifts may vary in length by departmental need.

Break coverage models may include, but are not limited to:

a. Rotation Model: Break nurse assignments may be made on an equitable basis among qualifying nurses for each shift.

b. Dedicated Break Relief Model: The Employer may establish posted, bargaining-unit RN positions whose primary assignment is to provide break coverage for unit nurses.

c. Hybrid Models: Units may utilize a combination of rotational and dedicated break relief assignments as well as taking breaks between procedures or patient visits without using a designated break nurse in units where this would not cause the unit to fall below its staffing matrix.

The selection or modification of a unit's break coverage model shall be done in consultation with nurses on that unit, who will have an opportunity to discuss their units' needs and to give input through unit-based councils, ad-hoc unit-based committees, staff meetings, and/or by submitting written feedback over the first two full pay periods following ratification of the 2026-29 Agreement. Following this consultation but no later than the end of the third full pay period following ratification, the Employer will make and notify nurses of the final selection of the appropriate model for each unit. The Employer will take into account the unit's staffing matrix and any productivity standards that apply in the unit when selecting or modifying a unit's break coverage model.

A quarterly subcommittee of the Conference Committee will review rest and meal break models on an as-needed basis over the life of the 2026-29 Agreement and submit requests for modifications and/or oversight to the Conference Committee. The Association will designate an Association staff person who may attend the quarterly subcommittee meetings.

Where a rotational model is utilized, the dedicated charge nurses and relief charge nurses in a unit will be responsible for maintaining any applicable rotation list.

Where a dedicated break relief model is utilized, the dedicated break nurses will work at least one full scheduled shift per pay period as a bedside nurse with a full patient assignment in order to maintain competencies in that unit. In units with specialty patient care assignments, the break relief nurse's assignment will rotate so that the nurse maintains competencies in all possible assignments on the unit.

The break nurse assignment or rotation may be varied when unit census, patient acuity, or specific patient care assignments require special skills, knowledge, or ability that cannot be replaced by remaining RNs within the unit and shift. The charge nurse assigned to each shift will make a written record of any variation and the reason for it.

4.11.2 Duties. Charge nurses will provide the break nurse with a list of staff nurses to be relieved during breaks, including scheduled shift start and end times, the number of rest and meal breaks due, and any timing or second meal period waivers submitted.

Break nurses will be responsible for making all reasonable efforts to ensure each staff nurse has the opportunity to take required rest and meal breaks with sufficient time to give and receive adequate report.

Before each break, the break nurse will receive report from the staff nurse before assuming the patient care assignment. During breaks, the break nurse is responsible for performing all essential functions necessary for continuity of patient care. After each break, the break nurse will deliver report to the staff nurse prior to handing back the assignment.

At the end of each shift, the break nurse will document any missed or delayed break, including the reason the break was missed or delayed.

4.11.3 Minimum Qualifications. To qualify as a break nurse, nurses must be fully oriented to their unit and competent to accept a full patient care assignment as defined in the unit's staffing matrix. The assigned break nurse for each shift must be able to competently relieve all patient care assignments during that shift, including use of any required specialty equipment or training. Nurses do not qualify to serve as a designated break nurse while carrying a primary patient care assignment.

4.11.4 Evaluation Metrics. Break nurses may be evaluated consistent with the Employer's standard evaluation process, which will include the number of missed rest and meal breaks reported during their break nurse assignments and the reason the breaks were missed or delayed. Break nurses will not be disciplined or removed from the break nurse role solely due to missed or delayed breaks caused by unforeseeable emergent or clinical circumstances.

Article 5 – Orientation

5.1 The Medical Center will provide an orientation program for bargaining unit RNs, which will include orientation to the unit(s) where the RN is regularly assigned and to the unit(s) where the Medical Center anticipates that the RN may be assigned. The orientation program may vary by department, unit, and RN, depending on factors such as task assignments, prior experience, and established competencies. Orientation will include a tour of the nurse's assigned unit and any other floor layouts within the Medical Center to which the nurse will be expected to float.

5.2 The objectives of unit orientation are to (a) introduce RNs to the unit's procedures and routines, including the promotion of safe, quality patient care on the unit; and (b) provide RNs with learning experiences relevant to their responsibilities and assignments.

5.3 Should any RN feel that they require more orientation to a particular unit than provided by the Medical Center, the RN will inform their unit manager.

5.4 An RN's manager may assign additional orientation for a particular RN on a case-by-case basis.

Article 6 – Floating

6.1 This article applies to RNs assigned to work in a unit other than their regularly assigned unit. When such an assignment is made, it is known as "floating."

6.1.1 Resource Team RNs may be assigned to multiple units without reference to this article.

6.2 Floating Eligibility. The Medical Center may assign an RN to float to any of the following:

6.2.1 A full nursing assignment in any unit in the same low census clinical grouping as the RN's regularly assigned unit.

6.2.2 A full nursing assignment in any unit outside the RN's regularly assigned low census clinical grouping where the nurse has been oriented and volunteered to float to that unit.

6.2.2.1 Floating Outside of Clinical Grouping. Nurses shall receive a premium of \$1.75 per hour for hours floated to a unit outside of their clinical grouping (as defined in 10.1.1) to provide care for a patient the RN would not care for in their clinical grouping. If RNs float to a different unit to perform a procedure or functional assignment that falls within the scope of their normal patient care duties on their clinical grouping, they will not receive the float differential. RNs on the resource team are not eligible to receive this float differential.

6.2.3 A "functional assignment" in any unit.

6.2.3.1 A "functional assignment" in a unit is defined as nursing care, under the direction of a licensed registered nurse regularly assigned to the unit, which the RN can perform independently or in concert with other unit staff.

6.2.3.2 RNs in the following units who would be low censused from their home unit and floated to a unit on Medical Center campus may choose to either utilize PTO or accept a "functional assignment" as defined above: Home Care, Home Hospice, Ray Hickey Hospice House, Behavioral Health, Mother Baby Unit, Women's Services Float Pool, or NICU.

6.2.4 When floated, the RN may ask for, and will receive, orientation to unit operational necessities such as location of supplies, equipment, and medications by the nurse in charge.

6.2.5 If an RN believes that they are not unit competent for the float assignment, the RN may indicate the reasons why, at the time of the assignment, to the designated individual in charge of the RN's regularly assigned unit or the unit to which the RN has been assigned to float. If the designated individual agrees with the RN, the RN will be assigned a "functional assignment" only. If the designated individual disagrees with the RN, the issue will be immediately reviewed by the manager on call. If the RN is assigned, after completion of the assignment, the RN may bring the matter to the RN's department director for review.

6.2.6 As used in this article, "low census clinical grouping" has the same meaning as defined in 10.1.1.

6.2.7 While acting as charge nurse, designated and relief charge nurses will float only to cover charge roles within their clinical grouping. During floor shifts, charge nurses and relief charge nurses will be included in the float rotation.

6.3 **Float Order.** Floating from a unit will be assigned in the following order:

6.3.1 Volunteers.

6.3.2 Agency and traveling nurses, unless at the time of the nurse's engagement there is a restriction on the nurse's being floated or the Medical Center determines that the nurse possesses special skills, knowledge, or ability that cannot be replaced by the remaining RNs within the unit, shift, and job classification.

6.3.3 Resource Team RNs.

6.3.4 Relief, then Per Diem RNs.

6.3.5 RNs whose turn it is to be assigned to float under the rotation set forth in 6.4, except that Introductory Period RNs will not be included in this rotation.

6.3.6 The floating procedure within an individual group may be varied when the Medical Center determines that variation is necessary (a) to provide for quality patient care in any unit, (b) when an RN possesses special skills, knowledge, or ability that cannot be replaced by the remaining RNs within the unit and shift from which the floating assignment is made, or (c) because of government requirements. The Medical Center will make a written record of the reason for the variation.

6.4 The floating rotation will be as follows:

6.4.1 There will be semi-annual floating assignment measuring periods, one commencing with the first full pay period beginning on or after January 1 and the other commencing with the first full pay period beginning on or after July 1. The least senior RN(s) subject to 6.3.6 who has not been floated since the commencement date of the floating assignment measuring period will be floated.

6.4.2 If all RNs subject to 6.3.6 have been floated since the commencement date of the floating assignment measuring period, the RN(s) with the least recent floating assignment in that floating assignment measuring period will be assigned to float, in reverse order of seniority. In case of a tie between two or more nurses, the RN who worked fewer hours during the preceding semi-annual floating assignment measuring period under 6.4.1 shall float. Charge nurses will receive updated lists from Nurse Leadership for the purposes of this section at the start of each measuring period.

6.4.2.1 Floating assignments for this purpose include all floating under 6.3.

6.4.3 The floating rotation procedure is separate from the low census time rotation procedure.

6.4.3.1 When low census time occurs in one low census clinical grouping and there is a simultaneous need for an RN in another low census clinical grouping, the floating procedure will take precedence over the low census time procedure. The

Medical Center will develop a process for confirming the units to which a nurse is cross-trained and whether there is a need in those units before assigning low census. Conference Committee will receive updates on development of this process at each monthly meeting until it is implemented.

Article 7 – Introductory Period

7.1 New Hires and Rehires:

7.1.1 The RN will be in an introductory period for 120 days. An RN's introductory period may be extended by the RN's manager, by written notice at least three calendar days before the end of this 120-day period, for up to another 90 days. The written notice will include an explanation for the extension. (Example: An RN hired on April 1 will be in the introductory period until July 29 of the same year; and the RN's extended introductory period may be until October 27 of the same year.)

7.1.2 During the introductory period, the RN's employment may be terminated by the RN or the Medical Center without advance notice. Termination of employment during the introductory period will not be grievable.

7.1.3 Upon successful completion of the introductory period, the RN will become a regular employee. A performance appraisal will be completed by the RN's manager within 30 days of completion of the introductory period.

7.2 Transfers. These rules apply to RNs who have completed probation and transfer to a different unit that requires different skills.

7.2.1 Upon request, the Medical Center will provide RN applicants with the Competency Based Orientation skills checklist for the position.

7.2.2 An RN who transfers will have an evaluation period in the new position of up to 480 hours worked in the new position.

7.2.2 During the evaluation period, the Employer may remove the RN from the new position provided that the RN: (1) receives written notice identifying any competency or performance issues, and (2) is given a reasonable opportunity to meet the required competencies. Performance feedback given during the evaluation period which relates to the RN's acclimation to the new position will not be added to the RN's personnel file for the purposes of future discipline.

7.2.3 During the evaluation period, the RN may also choose to leave the new position.

7.2.4 If the RN is removed from the new position or chooses to leave it, (1) the RN will be returned to their previous position, if available; or (2) if the prior position is not available, the RN may accept any open position for which they are qualified and have sufficient seniority,

except that a non-charge nurse cannot elect to fill a charge nurse role. If neither option is available, RNs will be added to the recall list for their previous unit under the terms in Article 10.4.

Article 8 – Corrective Action and Termination

8.1 Resignation:

8.1.1 A non-introductory period RN is expected to give written notice of resignation of employment at least 14 calendar days in advance (30 calendar days for ARNPs) of the RN's departure date. Paid Time Off (PTO) may not be used in place of this notice unless it was previously scheduled. Nothing in this section precludes use of protected sick time under federal, state, or local law.

8.1.2 Payment of accrued but unused PTO will be in the RN's final paycheck.

8.1.3 If a non-introductory period employee has resigned and, within (12) twelve months of resignation, has been rehired, the employee's bargaining unit seniority will be reinstated and treated as if the resignation had not occurred, except that PTO time and any other compensation and benefits paid to the RN in connection with the resignation will not be reinstated.

8.2 Corrective Action:

8.2.1 Following completion of their introductory period, including any extension thereof, RNs shall not be discharged, disciplined, and/or issued corrective action without just cause. Non-introductory period RNs may receive corrective action, in the form of step 1 written warning, step two written warning, step three written warning, or discharge, as determined by the Medical Center to be appropriate in the circumstances. Before issuing corrective action/discipline for reasons that resulted from law enforcement activity, managers will submit a copy of the written statement of the reasons for corrective action to Human Resources for secondary review. The sequence of the above forms of corrective action should be progressive except in circumstances when the RN's conduct or action is determined to be severe enough to warrant a more advanced form of corrective action.

8.2.1.1 Step One written warning. The Medical Center 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 corrective action, up to and including termination.

8.2.1.2 Counseling is discretionary. It is not considered a form of progressive discipline. It does not constitute corrective action under this article, unless specifically identified in writing as a warning or other form of corrective action.

8.2.2 A written statement of the reasons for the corrective action will be provided to the RN when the corrective action is communicated to the RN.

8.2.3 A non-introductory period RN who believes that her/his corrective action was without just cause may present a grievance under this Agreement's grievance procedure.

8.2.4 Just cause exists if there is evidence that the RN engaged in misconduct, does not meet job requirements, or has not met the Medical Center's job performance expectations.

8.2.5 When an RN is required by the Medical Center to attend an investigatory interview and the RN reasonably believes that the interview may result in corrective action for the RN, the RN may request the presence at the interview of an Association representative, including local bargaining unit officers, whoever is available at the time of the interview. The interview will not be postponed unless mutually agreed by the RN and the Medical Center.

8.2.5.1 The Medical Center's response to the RN's request for the presence of another person at the investigatory interview will be in accordance with National Labor Relations Board requirements. One WSNA representative who attends an investigatory meeting shall be compensated at their regular rate of pay, article 11.7 shall not apply to this provision. Additionally, this meeting time will not apply to the calculation of overtime. Alleged violations of this paragraph and the preceding 8.2.5 will be subject exclusively to National Labor Relations Board procedures and will not be subject to the contractual grievance procedure.

8.2.5.2 If an RN is required by law enforcement to attend an interview at the workplace and the Employer reasonably believes the interview may result in legal action against the RN, the Employer will, to the extent practicable and lawful:

- (a) Notify the Association's designated representative; and
- (b) Permit an Association representative to be present, consistent with applicable law.

Nothing in this section limits the Employer's ability to conduct its own investigatory interviews in accordance with the CBA, nor does it require the Employer to attempt to delay or interfere with law enforcement activities.

Article 9 – Employment Practices

9.1 Personnel Files: By prior arrangement with Human Resources, an RN may inspect their personnel records. Upon request of the RN, the Medical Center may, in its discretion, remove any written corrective action after 24 months if there has not been any further corrective action of the same nature during that 24-month period. The Medical Center will comply with all reasonable requests to update, correct, or redact personnel records to reflect changes to an RN's name, gender identity, pronouns, personal identification documents, or license numbers. The Medical Center will not disclose information

about employees or the contents of their personnel files to third parties except as required by law, as requested by the Association to fulfill its duties as a bargaining representative, or with the written permission of the RN.

9.2 Change of Status: The Medical Center will record an RN's change of status with respect to rate of pay, leave of absence, status hours, department, and termination.

9.3 Payroll Records: Payroll checks, computer printouts or other written records shall be readily available for nurses to determine their number of hours worked, rate of pay, and accrued PTO.

9.3.1 In the case of any discrepancy between (a) information on the pay stub and (b) the RN's actual hours worked or actual accrual of hours, then (b) will control.

9.4 Travel:

9.4.1 An RN's necessary time spent traveling between different assigned work sites during the workday (for example, from one home care visit to another) is considered to be time worked.

9.4.2 When an RN is required by the Medical Center to use their own vehicle to travel on behalf of the Medical Center, the RN will be paid for mileage necessarily traveled on such assignment at the Internal Revenue Service's business standard mileage rate then in effect.

9.4.3 Time and mileage spent traveling to an RN's initial work site, or from the RN's final work site, before and after a shift, are not considered time worked or eligible for payment, except as provided below.

9.4.3.1 A Home Care or Hospice RN who is required to work at an initial or final work site (other than a Medical Center facility) which is farther from the RN's residence than the distance between the RN's residence and the Medical Center facility where the RN is normally expected to report, will be eligible for mileage under 9.4.2 above to that initial work site or from that final work site, computed as follows: the distance from the applicable work site to the RN's residence, less the distance from the RN's residence to the Medical Center facility where the RN is normally expected to report. The RN shall also be reimbursed for parking expenses incurred if the RN has to pay for parking in order to serve the Medical Center's patients.

9.4.3.2 A Home Care or Hospice RN's time spent traveling from their residence to their initial patient visit or from their final visit to their residence will be considered time worked for nurses who clock in at home to complete work duties before their first patient visit and/or clock out at home to complete work duties after their last patient visit of the shift. To qualify for paid travel time under this section, nurses must live within the home care or hospice area of service.

9.5 Wearing Apparel: The Medical Center will provide RN wearing apparel only if specifically agreed to in writing by the Medical Center and the Association. The Medical Center's consideration of whether or not a department should provide or continue to provide scrubs will include, but not be limited to (1) the type of patient care required in the department, (2) the health and safety of the RNs in the department, (3) the availability of other wearing apparel, and (4) cost to the Medical Center and the affected RNs.

9.6 Parking: An ARNP with medical staff privileges and obligations for inpatient care will, at the same facility where he/she performs inpatient care, be subject to the same parking privileges and obligations as medical staff physicians at the same facility where they perform inpatient care.

Article 10 – Seniority

10.1 Definitions as used in this article are as follows:

10.1.1 Low census clinical groupings:

- a. Medical/Surgical Units 2nd floor Mother Joseph, 3 North Mother Joseph, Intermediate Care Unit (IMCU), 4th floor Mother Joseph, 3 West, Surgical 7, Surgical 8), Neurology Tower 6, Medical/ Surgical Resource Team*
- b. Intensive Care Unit (ICU), Cardio Vascular Intensive Care Unit (CVICU), Critical Care Resource Team
- c. Family Birth Center, Neonatal Intensive Care Unit (NICU), Women's Services Float Pool
- d. Emergency Department (ED)
- e. Recovery Room
- f. Surgical Pre-Op, Anesthesia Clinic, Short Stay
- g. Operating Room (OR)
- h. Behavioral Health Services
- i. Vascular Access
- j. Pain Clinic
- k. Care Management
- l. Transfer Center
- m. Cath Lab
- n. Cardiac Prep and Recovery (CVO)
- o. Cardiac Surgery (CVOR)
- p. Diagnostic Imaging (CT, MRI, Ultrasound; Nuclear Medicine)
- q. Hospice
- r. Hospice House
- s. Home Care
- t. Radiation Oncology

- u. Trauma Services
- v. Heart and Vascular Program, Cardiac Rehab, Cardiology Clinic
- w. Breast Care Center
- x. Clinical Documentation Integrity
- y. Inpatient Gastro Endo Lab
- z. Rapid Response Team/Patient Care Support
- aa. Wound and Enterostomal
- bb. Oncology Infusion
- cc. Medical Oncology and Surgical Oncology Nurse Navigators

* The Medical Center will develop and maintain an IMCU Resource Team. That resource team will be designated to float to IMCU as well as other Medical/Surgical units. Within the twelve (12) months following ratification of the 2026-29 Agreement, the Medical Center will train a sufficient number of RNs to adequately support care in the IMCU, but the Critical Care Resource Team will continue to float to the IMCU as needed as well as to Critical Care.

10.1.2 Job classifications:

- a. Lead Advanced Registered Nurse Practitioner (ARNP)
- b. ARNP
- c. Team Leader (including Trauma Nurse Coordinator, Lactation Program Coordinator, and Nurse Navigator)
- d. Designated Charge Nurse
- e. Coordinator (including Nurse Specialist, RN Cardiology Coordinator, Clinical Documentation Specialist and Case Manager and excluding those coordinators specifically mentioned in other classifications)
- f. Staff Nurse (including Wound & Enterostomal Nurse, Cardio-Vascular RN, Diagnostic Imaging RN and Psychiatric RN)
- g. Home Care RN (including RN Hospice, RN Clinical Liaison Hospice, RN Home Care)
- h. Clinic RN
- i. RN First Assist
- j. Oncology Infusion
- k. Medical Oncology and Surgical Oncology Nurse Navigators

10.1.3 RIF (reduction in force) groupings:

- a. ICU, CVICU, Emergency Department, Trauma Services and Critical Care Resource Team, Rapid Response Team/Patient Care Support
- b. OR, Cardiovascular OR
- c. Family Birth Center, Women's Services Float Pool, NICU

- d. Medical/Surgical units (including 2nd floor Mother Joseph, 3 North Mother Joseph, IMCU, 4th floor Mother Joseph, Surgical 7, Surgical 8), Inpatient Rehab (3 West), Medical/Surgical Resource Team, Home Care, Hospice, Hospice House, Neurology Tower 6, Inpatient and Outpatient Wound Care
- e. Radiation Oncology, Pain Clinic, Vascular Access, Care Management, Heart and Vascular Program, Breast Care Center, Behavioral Health Services, Transfer Center, Clinical Documentation Integrity, Cardiology Clinic, Cardiac Rehab
- f. Cardiac Prep and Recovery, Inpatient Gastro Endo Lab, Short Stay, Surgical Pre-Op, Recovery Room, Cath Lab, Anesthesia Clinic, Diagnostic Imaging
- g. Oncology Infusion
- h. Medical Oncology and Surgical Oncology Nurse Navigators

10.1.4 Seniority: Continuous employment in a position that requires a registered nurse license by the Medical Center since the employee's most recent date of hire. Length of service as an employee of the Medical Center shall be used to determine PTO and EIB accruals. When two RNs have the same seniority, the RN with the greater number of hours worked during the preceding 13 full pay periods will be deemed to be more senior. Seniority will be lost upon termination of employment (except as noted in paragraph 8.1.3 of this Agreement) or as otherwise set forth in this article.

Legacy Clause: Those RNs who were employed in a position that requires a registered nurse license by the Medical Center as of May 1, 2008, will be able to continue using "continuous employment by the Medical Center in any capacity" for seniority purposes.

10.1.5 Unit: Any of the units listed in 10.1.1, the Resource Team, and any other units that may subsequently be established in the bargaining unit. Changes to a unit's name will not impact its groupings under Sections 10.1.1 or 10.1.3.

10.1.6 Restructure: Restructure means the reallocation of nurses within a unit or units due to the merger, consolidation or other overall reorganization of units resulting in a mandatory shift change, a mandatory unit change and/or an increase in FTE status. If a restructure results in the layoff of nurses, however, the provisions of Section 10.3 *Reduction in Force* shall apply instead of the provisions regarding Restructure. Determinations regarding the staffing of units, including whether a restructure of a unit or units is advisable, are the exclusive right of the Medical Center, subject to Hospital Staffing Committee responsibilities and process under this Agreement and applicable state law.

10.2 Restructure Process:

10.2.1 Staff within the restructured department(s) shall be given the opportunity to voluntarily adjust work schedules to fill open positions and meet the joint needs of the Employer and staff members.

10.2.2 The Employer shall notify the Association and nurses who may be displaced by a Restructure at least thirty (30) days prior to implementing the Restructure. The Employer will be available to meet with the Association within the thirty (30) days to discuss the procedures to be utilized to accomplish the Restructure.

10.2.3 The parties shall negotiate the specific procedure to be followed regarding the impact of a Restructure on displaced nurses. Among qualified personnel, the principle of seniority shall be recognized except if the Medical Center and Association mutually agree otherwise. Attempts will be made to accomplish a unit Restructure through intra-unit transfers, to the extent possible.

10.2.4 No RN will be hired in any RN position for which there is a qualified RN on the recall list.

10.3 Reduction in Force (RIF): The following procedures will be used when the Medical Center decides to eliminate or reduce status hours ("RIF") for an extended period of time or when the Medical Center and the Association agree to substitute such action for low census time:

10.3.1 The Medical Center will identify the status hours or status hour position(s) to be eliminated or reduced within a unit, shift, and job classification.

10.3.1.1 The Medical Center will give the Association notice of the RIF at least 20 calendar days before implementing the RIF.

10.3.1.2 The Medical Center will provide the Association with a list of the RNs in the identified unit, shift, and job classification, in order of seniority; their status hours; the position(s) and/or status hours to be eliminated or reduced; and a list of bargaining unit job vacancies.

10.3.2 During or instead of a RIF, the Medical Center will take the following actions:

10.3.2.1 Agency and traveling nurses will not be scheduled to work, unless they possess special skills, knowledge, or ability that cannot be replaced by the remaining nurses within the unit, shift, and job classification.

10.3.2.2 Utilization of introductory period employees, first, and then of temporary employees in the position(s) identified in 10.3.1, will be eliminated in reverse order of seniority before any other RNs in the impacted unit. Seniority for this purpose will be determined separately for the introductory period employees and the temporary employees.

10.3.2.3 Relief and Per Diem RNs may be used in the unit, shift, and job classification, except that they will not be assigned a regular schedule of work unless no qualified unit RN on the recall list is available to work that schedule.

10.3.3 By agreement of the department director and volunteer RNs in the unit, shift, and job classification identified in 10.3.1, those employees may take a voluntary reduction in status hours up to the number of status hours to be reduced. RNs whose status hours are voluntarily reduced will be placed on the recall list for their respective reductions in hours.

10.3.4 When RN hours are involuntarily eliminated or reduced, the least senior RN(s) in the status hours or status hour position(s) identified in 10.3.1 will be displaced from the hours to be eliminated or reduced and placed on the recall list for their respective reductions in hours.

10.3.4.1 For an RN who was on a leave of absence at the time of an involuntary elimination or reduction in hours, return to work from the leave will be subject to application of the provisions of 10.3.4 as if the RN had not been on leave at the time of the reduction.

10.3.5 Notification Date: The date that the RN is informed that their position will be impacted by a RIF. **Selection Date:** the date the displaced nurse will exercise options in the following sequential order.

10.3.5.1 Step One: The displaced RN(s) may elect to fill any job vacancy for which the RN is qualified, in accordance with 10.3.5.8, except that a non-charge nurse cannot elect to fill a charge nurse role.

10.3.5.2 Step Two: If Step One is not used, the displaced RN must bump the least senior RN in the same job classification and shift in the applicable RIF grouping who has the same FTE. If no bump position is available, the RN must bump within the applicable RIF grouping the least senior RN in the same job classification with a lesser FTE for which the displaced RN is qualified or the least senior RN within no greater than .2 FTE. If the nurse refuses the available bump the nurse will be placed in lay off status (Step Four).

10.3.5.3 Step Three: If Step Two is not used, the displaced RN must bump the least senior RN in the same job classification, at the same FTE or within a .2 FTE (plus or minus) within the bargaining unit provided the displaced RN is qualified. If the nurse refuses the bump the nurse will be placed in lay off status (Step Four).

10.3.5.4 Step Four: If Step Three is not used, the displaced RN may go on layoff. This option will apply if no other option is exercised. Laid off RNs on the recall list may apply for and will be selected for Per Diem job vacancies in the same job classification and unit, in order of seniority. If the RN fills such a Per Diem vacancy, the RN will no longer be deemed to be on layoff for the purposes of 10.3.4.

10.3.5.5 The bumped RN will then be considered a displaced RN for the purposes of exercising rights under 10.3.5.

10.3.5.6 For purposes of exercising rights under 10.3.5:

10.3.5.6.1 A displaced "lead" RN may elect to follow the above procedure in either the RN's own job classification or the job classification for which the RN was the lead; and

10.3.5.6.2 A displaced ARNP may elect to follow the above procedure in either the RN's own job classification or the Staff Nurse job classification.

10.3.5.7 An RN on the recall list will be given priority in filling a job vacancy under 10.3 (other than Per Diem vacancies), if the RN is qualified in that job classification and if the RN makes timely application for the vacancy. If there is more than one applicant covered by the preceding sentence, priority will be in order of seniority.

10.3.5.8 The word "qualified," as used in 10.3.5, means that the RN has the skill, ability, experience, competence or qualifications for the position. Such factors will not be considered overriding factors if the nurse could become oriented to the position and thereafter function independently at acceptable performance levels within six weeks for nurses with an FTE above 0.6, and within eight weeks for nurses with 0.6 FTE or below). If the RN assumes such a position and then does not meet its requirements within six weeks, the RN will be placed on layoff status.

10.3.6 The RIF procedure may be varied when the Medical Center determines that variation is necessary to provide for quality patient care in the unit or RIF grouping. Where the RIF procedure is varied, the Medical Center will, in advance of the variation, give the Association notice and a written explanation of the reasons for the variation.

10.4 Recall:

10.4.1 RNs on the recall list will be eligible for recall to a vacancy within the same unit, shift, job classification, and status hours that they were in immediately prior to displacement under 10.3, in order of seniority.

10.4.2 Recall rights will not be lost by exercise of an option or performing work (e.g., taking an extra shift) under 10.3.5 (other than 10.3.5.1).

10.4.3 Recall rights will be lost under any of the following situations:

10.4.3.1 The RN rejects recall under 10.4.1; or

10.4.3.2 The RN has been on the recall list without recall for 12 consecutive months; or

10.4.3.3 The RN fails to return to work at the time specified for recall, unless the RN arranges for a different return date with the RN's manager, within 10 calendar days of receiving actual written notice of recall or the mailing of a certified notice of recall, whichever is earlier; or

10.4.3.4 The RN has applied for and obtained another position under 10.3.5.7 or 10.6.

10.4.3.5 The RN has been on layoff for the applicable period specified in 10.3.3.2 or cannot be reached earlier for recall purposes by the Medical Center at the address and telephone number on file with the Medical Center's Human Resources department.

10.5 Low census time: The following procedure will be used for temporary decreases in RN hours ("low census time") that do not fall under 10.3.

10.5.1 If the Medical Center identifies the need for low census time before the start of the shift, it will identify the RN hours to be decreased within a low census clinical grouping, shift, and job classification. If the Medical Center identifies the need for low census time after the start of the shift, it will identify the RN hours to be decreased within unit and job classification.

10.5.2 Low census time will be given to the RNs (including Relief and Per Diem RNs) in the job classification and low census clinical grouping (before the start of the shift) or unit (after the start of the shift) who are assigned to work that shift, in the following order and in accordance with the rotation set forth in 10.5.3, as described below:

- a. Agency Personnel and Travelers, unless already removed for the maximum hours allowed under their contract
- b. RNs working at a rate of time-and-a-half or greater for two (2) hours or more during the shift, starting with volunteers in seniority order
- c. RNs receiving Compensation Extra Shift (CES), starting with volunteers in seniority order
- d. Volunteers, in seniority order
- e. Relief RNs

- f. Per Diem RNs.
- g. RNs working an extra shift (outside of their regular schedule).
- h. Full-time and part-time RNs on an equitable rotation basis that starts with the least senior RN, provided that skills, competency, ability and availability are considered equal.

10.5.3 The low census rotation is as follows:

10.5.3.1 There will be semi-annual low census measuring periods, one commencing with the first full pay period beginning on or after January 1 and the other commencing with the first full pay period beginning on or after July 1.

10.5.3.2 In each measuring period, the least senior RN(s) who has not been given low census time in that measuring period will be given the low census time. If all RNs have been given low census time in that measuring period, the RN(s) who have been given the fewest low census time hours in the measuring period will be given the low census time. If there is more than one RN with the fewest low census time hours, the least senior of these RNs will be given the low census time.

10.5.3.3 Low census time for the purposes of low census rotation includes all low census time given within a measuring period, except, for purposes of the first low census date, any low census time that was for less than two hours.

10.5.3.4 When an RN (including Resource Pool RNs) is working in a low census clinical grouping, even if not regularly assigned there, the RN will be covered by 10.5 for that clinical grouping and all of the RN's low census time hours in the measuring period that are included under 10.5.3.3 will apply.

10.5.3.5 It is each RN's responsibility as soon as feasible to enter the RN's low census time in the low census record maintained in the RN's unit.

10.5.4 The low census time procedure may be varied when the Medical Center determines that variation is necessary (a) to provide for quality patient care in the low census clinical grouping or (b) where an RN possesses special skills, knowledge, or ability that cannot be replaced by the remaining RNs within the unit, shift, and job classification.

10.5.5 The Medical Center will assign an RN who has been given low census time to one of the following during the low census time:

10.5.5.1 Release from work and placement on standby/on-call status; or

10.5.5.2 Release from work, without placement on standby/on-call status. If the RN is called to work during the low census time, the RN may either work at the RN's straight-time rate of pay or decline the call-in.

10.5.6 An RN may choose to utilize or not utilize accrued PTO hours to cover the low census time, in accordance with the automated time entry procedure for this purpose.

10.5.7 The Medical Center will attempt to notify the RN, by text or telephone call, at the last telephone number given by the RN to the Medical Center, to direct them not to report for work, at least two (2) hours before the shift starting time. If the Medical Center does not timely notify the RN, and the RN reports to work as previously assigned, the RN will be paid two hours of report pay.

10.6 Job vacancies: The following procedure will be used for filling RN vacancies, except when the vacancy is filled under the Reduction in Force (RIF) procedure:

10.6.1 The vacancy list will be posted electronically daily, accessible to RNs off-site, and by whatever other means the Medical Center uses generally.

10.6.2 To be considered for a posted position, an RN must apply in accordance with the Medical Center's policy and procedure. The Medical Center may post positions internally and externally at the same time. Bargaining unit candidates will be considered for the first seven (7) calendar days of the posting prior to considering non bargaining unit candidates. Nurses in the same unit will be considered prior to other bargaining unit candidates. The Medical Center will not make any job offer to applicants who are outside the bargaining unit before all bargaining unit applicants who applied within the first seven days of a position's posting have been considered and notified they were not hired for the position. In the event a bargaining unit RN fails to submit a bid for a posted position within seven (7) calendar days, the Medical Center shall be free to select the most qualified applicant. It is understood that if more than one (1) bargaining unit RN applies and meets the criteria outlined below, the position will be awarded to the most senior bargaining unit employee in the following order: A. Same classification within the same unit. B. All RNs within the same unit. C. Bargaining unit. D. External candidates.

10.6.2.1 RNs may transfer between units no more than two times in a rolling 12-month period.

10.6.4 Relief RNs may use their seniority under 10.6.2 and 10.6.3, provided the Relief RN has worked at least 48 hours total in the immediately preceding six completed pay periods.

10.6.4 RN applicants will have 72 hours from the date of a written offer to accept or decline a position. Written offers will be sent to an applicant's work email. The Employer will make a good faith effort to contact nurse applicants at their phone number on file prior to the sending of the written offer. Upon mutual agreement between the applicant and the hiring manager, the

Employer will extend the timeline for responding to a job offer up to a maximum of seven (7) calendar days.

10.6.5 Notwithstanding anything in this 10.6 to the contrary, the Medical Center may, in its discretion, refuse to allow an RN to fill a vacancy in another unit, if the RN has received a Step Two written corrective action within the previous 6 months.

Article 11 – Hours of Work

11.1 Definitions of terms used in this Agreement:

11.1.1 Workday: 24 continuous hours beginning at 12:00 a.m. (midnight) and ending the following 11:59 p.m.

11.1.2 Work week: A 7-day period beginning on Sunday at 12:00 a.m. (midnight) and ending the following Saturday at 11:59 p.m.

11.1.3 Pay period: A 14-day period beginning on the Sunday designated by the Medical Center at 12:00 a.m. (midnight) and ending two weeks later on Saturday at 11:59 p.m.

11.1.4 Emergency: An internal or external disaster requiring additional staff, a diversion of patients from a unit(s) due to lack of staff that was not anticipated 72 hours earlier, or when an RN already at work cannot be released from work without endangering a patient(s), subject to the requirements of Washington law.

11.2 Work Schedules:

11.2.1 Work schedules will cover at least an established 6-week period, as determined by a unit's scheduling manager, and will be posted at least 13 days in advance of the beginning of the schedule period. Wherever possible, scheduled standby/on-call shifts will be included on the 6-week schedule.

11.2.2 Work shifts will be scheduled for 6, 8, 9, 10, or 12 hours, or 4 hours with the consent of the RN to fill in the gaps where an 8-hour shift either precedes or follows a 12-hour shift, excluding meal periods, or such other work shifts as provided in the subsections below:

11.2.2.1 Other work shift schedules that exist at the time of ratification of this Agreement may be continued in the same unit and shift.

11.2.2.2 Alternative work schedules, including other durations of work shifts or positions involving more than one standard shift (as defined in the Premium Pay article), provided the Medical Center notifies the Association of the intended posting when the Human Resources department receives the posting request. The Medical

Center will provide the Association with the name of the nurse selected to fill the position.

11.2.3 Regular full- and part-time RNs will have schedule preferences over Per Diem and Relief RNs.

11.2.4 If an RN desires specific day(s) off in a schedule, the RN must request them on-line in the format designated by the Medical Center for that purpose, at least 14 days in advance of the schedule's expected posting date. The decision to grant or deny such requests will be made based upon anticipated staffing needs and in accordance with the following:

Timing of request	Deadline for management response	Preference for approval of request
At least 6 months and up to 12 months before start of scheduling period during which time off would take place	No later than 14 th day of calendar month after request was submitted	Seniority within a unit and shift (day, evening or night)
At least 28 days and up to 6 months before start of scheduling period during which time off would take place	No later than the end of the first full pay period after the request was submitted	Earliest request submitted

11.2.4.1 For requests made not more than 12 months but not less than 6 months in advance of the beginning of the schedule period for which time off is requested, the Medical Center will respond to the requests no later than the fourteenth (14th) day of the first full calendar month after the request was submitted. Preference in granting such requests within a unit and shift will be by seniority. However, an RN may not use seniority for a requested holiday off if the RN was granted that holiday off in the immediately preceding year. If a request is denied under this procedure, the requesting RN may file a new request(s) in subsequent months. *See: Appendix E.*

11.2.4.2 For requests made not more than 6 months in advance of the beginning of the schedule period for which time off is requested, but not less than 28 days in advance of the schedule's start date, preference in granting such requests within a unit and shift will be given to the earliest request(s) received. The Medical Center will respond to the requests no later than the end of the first full pay period after the request was submitted. When two or more such PTO requests are received on the same date, preference within a unit and shift will be by seniority. However, an RN may not use seniority for a

requested holiday off if the RN was granted that holiday off in the immediately preceding year. *See*: Appendix E.

11.2.4.3 In any event, PTO time will only be approved for an RN(s) who is expected to have sufficient accrued but unused PTO time to cover the requested time off, based on their accrual level, when the requested PTO time would begin.

11.2.4.4 Requests for more than 3 weeks in total will not be granted during the period from the Saturday before Memorial Day to the Saturday after Labor Day, unless approved by the unit manager and a majority of the RNs with status hours positions on the same unit and shift as the requesting RN.

11.2.4.5 Once a request for PTO time has been granted, the RN will not later be required to find a replacement for that PTO time. Once a request for PTO time has been granted the RN will not be allowed to withdraw such a request after the schedule is posted in which the PTO is to be taken, unless mutually agreed upon between the RN and the Medical Center.

11.2.5 For up to five days after a schedule has been posted, priority in assigning extra work, up to 2 additional shifts in a pay period per RN, will be given in the following order: (1) RNs whose requested extra shift would be paid at straight-time rates, either in whole or in part; (2) part-time RNs; (3) Per Diem RNs; (4) Relief RNs; and then (5) full-time RNs. If two or more RNs in a category (e.g., part-time RNs) have requested extra work, the most senior RN will be assigned the work (up to the two-additional-shift maximum). For the following seven days, priority in assigning extra work will be given in order of seniority. Thereafter, extra work will be assigned on a first-come, first-served basis.

11.2.6 Once posted, a schedule may be changed by the Medical Center only for changes in start and end times of the shift (if the shift duration remains the same) subject to 11.2.6.1; an emergency as defined in 11.1.4; trades between RNs that have been approved by the RNs' manager; as provided elsewhere in this Agreement, such as for reductions in force, low census time, floating, or change in an RN's status; or by mutual agreement of the RN and manager.

11.2.6.1 The Medical Center may delay a nurse's start time by up to three hours. The Medical Center may ask RNs to come to work before the start of their scheduled shift. Management will first seek volunteers to come in early. If no nurse volunteers, management will not require a nurse to start their shift more than one hour before its original scheduled start time. Nurses will not be required to start earlier than their scheduled shift time with less than ten (10) hours' notice. A nurse who is called in early will not be required to float outside their unit. Changes in the end time of shifts shall be with the agreement of the impacted RN. Nurses may elect to use low census hours to cover any decrease in the shift length. Changes that delay or advance the start or end time for a scheduled shift by more than thirty (30) minutes will be given to the RNs in the unit who are assigned to work that shift in the following order:

11.2.6.1.1 Volunteers.

11.2.6.1.2 The RN(s) who have been given the least recent change in start and end times in the unit and shift, in reverse order of seniority.

11.2.6.2 Nothing in this Agreement constitutes a guarantee of work or of patterns of work shifts.

11.2.7 Units that are doing self-scheduling at the time of ratification of this Agreement may continue to do self-scheduling, subject to each schedule's being approved by the Medical Center prior to posting.

11.2.7.1 In units where self-scheduling does not exist, it may be introduced by the Medical Center. This does not waive the Union's right to bargain over the impacts of implementation and maintenance of or updates and changes to the scheduling system.

11.2.7.2 In units where self-scheduling exists, or is implemented in accordance with 11.2.7.1, it may be discontinued by agreement of the Medical Center and a majority of the RNs in the unit.

11.2.8 The Medical Center will make available all scheduled and approved paid time off (PTO) requests in each unit in a format readily available to all unit RNs. The format will be updated after new approvals are made.

11.3 Meal and rest periods:

11.3.1 RNs will be allowed unpaid 30-minute meal period(s) added to each work shift as defined in 11.2.2, as follows:

11.3.1.1 One such meal period in connection with each 6- or 8-hour work shift; or

11.3.1.2 Two such meal periods in connection with each 10- or 12-hour work shift; or

11.3.1.3 As agreed to by the RN and the Medical Center in connection with alternative work schedules permitted under 11.2.2, consistent with applicable law.

11.3.1.4 If an RN works 3 or more hours longer than the scheduled duration of a work shift of at least 8 hours, an additional meal period will be allowed.

11.3.1.5 Waiver of a meal period(s) may occur in accordance with applicable law.

11.3.1.6 If an RN cannot be relieved from work during the meal period because of the nature of the RN's work, the RN will be paid for the time worked during the meal period.

11.3.1.7 The Medical Center will not post any position conditioned upon the waiver of a meal period permitted by applicable law.

11.3.2 There will be 15 minutes of rest for each 4-hour period of the work shift. Missed rest breaks shall be treated as additional time worked for pay purposes under this Agreement.

11.3.2.1 RNs who ask for these rest breaks, and who cannot be relieved under any circumstances for all of their break time minutes during at least two shifts in a pay period, may refer the situation to the conference committee for review.

11.4 Overtime:

11.4.1 Overtime compensation will be paid to non-exempt RNs, at one and one-half (1-1/2) times the RN's regular straight-time hourly rate of pay, for all hours worked under one of the following situations:

11.4.1.1 For all hours worked in excess of 40 in a work week; or

11.4.1.2 For all hours worked in a shift in excess of the RN's regularly scheduled shift duration. The RN's applicable shift duration for determining eligibility for overtime compensation under this section will be as follows:

11.4.1.2.1 If the RN has one regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under 11.4.1.2, for all shifts to be worked, will be that duration.

11.4.1.2.2 If the RN has more than one regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under 11.4.1.2 will be the duration specified for the shift to be worked.

11.4.1.2.3 When the applicable shift duration for determining eligibility for premium pay is less than 8 hours, excluding meal periods, overtime compensation under 11.4.1.2 will be paid only for hours worked in excess of 8 in the shift.

11.4.1.3 With respect to RNs on an 8/80 agreement, for all hours worked in excess of 8 in a shift or 80 in a pay period. This section is instead of 11.4.1.1 and 11.4.1.2.

11.4.1.4 Home Care, Home Hospice, and Interventional Pain Clinic RNs will be paid overtime compensation exclusively in accordance with 11.4.1.1.

11.4.2 Rest Between Shifts A non-exempt RN will be paid at one and one-half (1-1/2) times the RN's regular straight-time hourly rate of pay for all hours worked in a shift if the RN had an unbroken rest period of less than ten (10) hours prior to the first hour worked in that shift. For purposes of this paragraph, (1) working at the request of other nurses or as a result of trades, (2) working a shift as a result of voluntary sign-up not initiated by the Employer, (3) attending a non-mandatory meeting, non-mandatory in-service or non-mandatory education day or (4) personal preference are not events that disrupt an otherwise unbroken rest period. Stand-by/call shift trades, scheduled shift trades, and pick-up of additional stand-by/call shifts or scheduled shifts shall be eligible for premium pay under this Section unless the trade and/or pick-up created an additional opportunity to earn the premium.

[Settlement agreement terms for open Short Rest grievance:

- 1) Immediate implementation of language in above counterproposal.
- 2) Back pay applying language in above counterproposal to all affected by Cath Lab grievance filed 4/25/25 (i.e., nurses impacted by July 2024 change to past practice).
- 3) WSNA to withdraw Cath Lab grievance upon issuance of back pay.]

11.4.3 There will be no pyramiding of one and one-half and/or higher premiums.

11.4.3.1 Any hour for which such premium is payable under a provision of this Agreement will not be counted toward any other one and one-half or higher premium for any other hour, except that holiday hours paid at one and one-half times the regular straight-time hourly rate will be counted towards weekly overtime.

11.4.3.2 No more than a single one and one-half (or higher) premium will be applied to any hour.

11.4.4 An RN is authorized to work overtime hours only with the prior approval of the Medical Center.

11.5 Shift rotation: An RN will be scheduled for a specific shift (day, evening, or night), except that an RN will work different shifts under any of the following circumstances:

11.5.1 By mutual agreement between the RN and the Medical Center, including when an RN has accepted a position that was posted as an alternative work schedule in accordance with 11.2.2; or

11.5.2 While the RN is on standby/on-call; or

11.5.3 In accordance with the RIF procedure; or

11.5.4 In an emergency as defined in 11.1.4.

11.6 Modification of Status Hours:

11.6.1 If an RN, who is regularly scheduled to work at least 40 hours per pay period, wants to decrease status hours by up to 2 shifts per pay period, the RN may request the change in writing. The Employer will respond in writing to either approve or deny the request within two (2) full pay periods. If the Employer approves the reduction, it will go into effect no later than the start of the second full scheduling period after being approved except by mutual agreement. The change will not be deemed to create a job vacancy, subject to the following limitations:

11.6.1.1 The Medical Center will determine how the decrease in hours will be posted but will notify all nurses in the unit when hours are posted. Those hours will be posted in the unit for at least four days. If two or more such RNs volunteer for those hours, preference will be by seniority.

11.6.1.2 Until their recall rights are lost as provided under Article 10.4.3, a nurse whose FTE in that unit had been reduced under Article 10.3.3 will be given preference, in order of seniority, for assignment of vacant hours, after which the hours may be filled by any nurse qualified to perform the work. If two or more such RNs volunteer for those hours, preference will be by seniority.

11.6.1.3 The decreased hours must be filled by an RN who is qualified to perform the work of the RN who is seeking to decrease his/her status hours.

11.6.1.4 The requested change must not cause an RN to drop below a .5 FTE status.

11.6.1. The increased hours must not cause an RN's regularly scheduled hours to exceed 40 hours in a work week.

11.6.1.5 Such a decrease may not be exercised more than once in any 6-month period.

11.6.2 All other changes in an RN's status hours will be subject to the provisions of the Seniority article.

11.7 Attendance at Meetings and Training: Attendance at Medical Center meetings, training, or lectures, when required by the Medical Center, will be counted as hours worked. A minimum of two (2) hours shall be paid for required in-person meetings, trainings, or lectures. Nurses will be paid for all time spent attending mandatory virtual meetings. With regard to Relief RNs, attendance at Medical Center meetings, training, or lectures when required by the Medical Center will not count towards the "96 hours in every 6 months" requirement in Section 4.4; however, the hours will be paid time and will count towards overtime.

11.8 Standby/On-Call/Call-Back:

11.8.1 An RN is on standby/on-call status when assigned to be available, by telephone or paging device, to be called back for work ("call-back").

11.8.1.1 An RN on standby/on-call must be able to report to work within 45 minutes of a call-back (20 minutes for all surgical cases and 30 minutes for Mother Baby Unit, Cath Lab, and any other unit subject to that call-back standard on the date of ratification of this Agreement).

11.8.1.2 The Medical Center will provide a sleeping area(s) for the OR first call team. RNs using a sleeping area will leave it in appropriate condition for others to use as a sleeping area.

11.8.1.3 RNs in units where standby/on-call assignments were not being made before March 1, 2000, and, effective with the first work schedule posted at least two weeks after ratification of this Agreement, in the ICU and CVICU units will not be assigned to standby/on-call status, without the agreement of the RN, unless the Medical Center has given the Association at least 60 days of notice prior to first making such standby/on-call assignments in one of those unit(s). During this notice period, the Medical Center will meet with the Association, upon request, to review the intended unit designation and the Association's suggested alternatives, if any, to such standby/on-call assignments.

11.8.1.4 OR RNs who are regularly scheduled to work 16 hours per weekend will not be required to take regularly scheduled standby/on-call assignments.

11.8.1.5 RNs who are age 62 or older shall be exempt from taking mandatory call.

11.8.1.6 The Medical Center will include Per Diem RNs in standby/on-call assignments.

11.8.1.7 The Medical Center may discontinue all or any part of such standby/on-call shifts, except to the extent such shifts are expressly required by this Agreement.

11.8.2 Non-exempt RNs will be paid \$8.00 per hour while on standby/on-call. In procedural units with mandatory call (currently Cath Lab, OR, CVOR and Endoscopy), RNs required to fill a standby/on-call shift with less than 24 hours' notice, except when placed on call due to low census, will be paid an additional \$10 for each hour while on standby/on-call. Additional units will not implement mandatory call without CNO approval.

11.8.2.1 Standby/on-call hours not worked will not be counted as time worked for any purpose, except PTO will be accrued by eligible RNs when the standby/on-call occurs while on low census time.

11.8.2.2 Standby/on-call pay continues at the same amount when the RN is working on a call-back.

11.8.3 A non-exempt RN on standby/on-call will be paid one and one-half (1-1/2) times the RN's regular straight-time hourly rate of pay for each hour worked on a call-back during a standby/on-call shift, beginning when the RN reports to work.

11.8.3.1 For each call-back, the minimum call-back pay under 11.8.3 will be for three hours, or pay in lieu of any of such hours if not assigned to work, except that:

11.8.3.1.1 A subsequent call-back before the end of a previous call-back's three-hour period will not be considered a separate call-back for this purpose;

11.8.3.1.2 When the RN is called back less than three hours prior to his/her next scheduled shift, the minimum call-back will instead be for the period of time from when the RN reports to work until the beginning of his/her next scheduled shift, whether or not the Medical Center interrupts the call-back during that period;

11.8.3.1.3 The minimum call-back will not apply when the RN is required to stay beyond the end of a regularly scheduled shift; or

11.8.3.1.4 The minimum call-back will not apply to telephone or other communications when the RN does not leave the place where contacted.

11.8.3.2 The RN's regular straight-time hourly rate of pay for an hour worked on a call-back will include applicable shift differential for any of such hours that are worked or the three-hour minimum, whichever is greater within a standard shift as defined under 14.2.2.

11.8.4 Call-back during a standby/on-call shift (excluding while on standby/on-call during low census time) will be to the following:

11.8.4.1 The RN's low census clinical grouping; or

11.8.4.2 Other low census clinical groupings: by mutual agreement of the RN and the Medical Center; in an emergency as defined in 11.1.4; or in accordance with the Floating article.

11.8.5 No less than every three months, the Medical Center will provide the conference committee with data showing the number of these call-backs in units that are subject to standby/on-call assignments.

11.9 Automated Time Entry System:

11.9.1 The Medical Center uses an automated time entry system. As part of the automated time entry system, hours worked for pay purposes will be paid to the minute.

Article 12 - Exempt RNs

12.1 Scope:

12.1.1 The following areas have and may continue to have exempt RNs in the indicated job classifications:

- a. Behavioral Health Services ARNP
- b. Trauma Nurse Coordinator
- c. Clinical Documentation Specialist
- d. Inpatient Rehab Case Management Coordinator
- e. Pain Clinic ARNP
- f. Heart and Vascular ARNP
- g. Breast Care Center Nurse Navigator
- h. FBC Lactation Program Coordinator
- i. Stroke Program Coordinator
- j. Hospice ARNP
- k. Radiation Oncology Nurse Navigator
- l. Medical Oncology Nurse Navigator

12.1.2 An exempt RN in such a position will remain exempt while continuously in the position, unless the Medical Center and Association agree to make the RN non-exempt.

12.1.3 Vacancies in such areas may be posted as exempt or non-exempt.

12.2 Compensation:

12.2.1 An exempt RN's salary covers all hours worked and standby/on-call (including attendance at staff, department, and committee meetings).

12.2.1.1 The Medical Center may discontinue all or any part of such standby/on-call and call shifts, except to the extent such shifts are expressly required by this Agreement.

12.2.2 Premium pay will not be paid to exempt RNs, except as specified for exempt RNs in the Agreement and in this article. Exempt RNs are eligible for the Advanced Nursing Degree premiums listed in Section 14.9, unless such advanced degree is a requirement for the position.

12.3 Education: Exempt RNs are eligible for education hours in accordance with the Education article, except that these education hours will be paid by not reducing their salary for the education time. They will not be paid extra for education hours. The following differences will apply:

12.3.1 ARNPS Continuing Medical Education: The Medical Center will also pay a full-time ARNP, on the basis stated in the introductory paragraph to this Education section, for up to five (5) days per fiscal year to attend required continuing medical education classes associated with their advanced licensure, and up to \$2,500 in reimbursement per fiscal year for reasonable business expenses related to AMA CME Category 1 credit activities offered by accredited CME bodies. CME benefit dollars may accrue up to a maximum of five thousand (\$5,000).

12.3.2 Professional Society Dues: Dues for memberships in professional societies will be reimbursed up to a maximum of six hundred (\$600) per ARNP per fiscal year.

12.3.2.1 Part-time ARNPs (other than those continuously employed as part-time ARNPs in Psych Professional Services since on or before May 1, 2000, who are eligible in accordance with 12.3.3) will receive a prorated portion of these education benefits.

12.4 Additional ARNP Payments and Benefits:

12.4.1 If the Medical Center requests an ARNP to obtain Drug Enforcement Administration and/or Washington state registration to dispense Schedule II-V medications, it will reimburse such nurse for his/her application fees.

12.5 Effect on Agreement: This article replaces the terms of the Agreement regarding the subject matters covered in this article, except as exempt RNs are specifically referenced in the Agreement.

12.6 Clinical Documentation Specialist: In order to adhere to regulatory timelines, there may be times when non-bargaining unit Clinical Documentation Specialist RNs may assist the Clinical Documentation Specialist RNs in the bargaining unit with completing their duties.

12.7 Oncology RNs:

12.7.1 OCN will continue to be recognized as an approved Nursing Specialty Certification entitling nurses in the Cancer Center to premium pay under Article 14.8.

12.7.2 In order to allow sufficient time for Infusion Center RNs to review patient charts prior to seeing patients, RNs will receive at least 15 minutes of prep time prior to their first patient, barring any emergent patient care need.

Article 13 – Compensation

13.1 Effective with the first full pay period after ratification, or the first full pay period following March 1, 2026, whichever is later, the Medical Center will implement the wage scale included in Appendix A for all grades and steps. That wage scale is derived by applying a 9.00% increase to the existing base rate, then applies a percentage increase between steps 1-25 inclusive in all grades as follows: Steps Base-3: 2.40%; Steps 4-7: 2.30%; Steps 8-10: 2.20%; Steps 11-25: 1.25%.

Effective with the first full pay period after the following dates, the Medical Center will implement the following increases:

March 1, 2027: all grades and all steps will be increased by 3.5%

March 1, 2028: all grades and all steps will be increased by 3.5%

13.1.1 2026 Step Adjustment Process for Grades 1, 2, and 3. Within 60 days of ratification of the 2026 Agreement, the Hospital will notify RNs in Grades 1, 2, and 3 whose step placement is lower than the number of years since receiving their registered nurses' license. Those RNs may request a review of their previous experience and a corresponding step adjustment by submitting a request through My HR no later than 60 days after receiving such notification. RNs whose step placement is lower than the number of years since receiving their registered nurses' license may contact management to request a review if they believe they were mistakenly omitted from the initial notification list. Such RNs must request no later than 120 days after ratification of this Agreement. Step adjustments approved under this section will become effective no later than the first full pay period 120 days after ratification. No RN will experience a reduction in pay as a result of a request for a step adjustment.

13.2 RNs will advance to the next step on the step system effective with the first full pay period beginning the RN's anniversary date, or if the RN's anniversary date has been adjusted, following the RN's adjusted anniversary date.

13.2.1 Non-exempt RNs will be paid on an hourly basis.

13.2.2 Exempt RNs will be paid a salary for each pay period of work. The salary for a full-time exempt RN is computed by taking the RN's hourly rate in the salary grade, plus any applicable premiums under Section 12.2.2, multiplying by 2080 (hours), divided by 26, pro rata for part-time exempt RNs.

13.3 RNs entering the bargaining unit on and after the ratification date of this Agreement will be placed at no less than the step that accords with the nurse's continuous years of experience as an acute care registered nurse and/or relevant experience as determined by the Medical Center for the position to which the RN is being hired (i.e., Home Care, Hospice, Clinic) immediately before entering the bargaining unit, subject to the provisions of 13.7.

13.4 An LPN who has been employed by the Medical Center as such for at least one year, and who transfers to an RN position without a break in service, will be placed on Step 1 of the step system or the step closest to 105 percent of the LPN's last straight-time rate as an LPN, whichever is greater.

13.5 Merit Increases: The Medical Center may develop and implement merit increase programs for RNs in which the RNs may participate if they choose to do so.

13.5.1 Only RNs not in their Introductory Period will be eligible for merit increases.

13.6 The procedure for performance appraisals will be as follows:

13.6.1 The RN and the RN's supervisor will discuss the performance appraisal. The RN will sign the Medical Center's copy of the appraisal to signify in writing that the RN has reviewed it. The RN's signature does not indicate whether or not the RN agrees with the appraisal.

13.6.2 After notice to the RN's supervisor, an RN may provide a written response to his/her performance appraisal for inclusion in the RN's personnel records. If the RN is not in agreement with the RN's performance appraisal, the RN may request review in accordance with 13.6.5.

13.6.3 The RN will be furnished a copy of the performance appraisal upon request.

13.6.4 The Medical Center may develop and implement appraisal programs in which RNs will participate. The Medical Center may continue its peer review and self-evaluation components. Any alternative appraisal program will be submitted to the conference committee for review.

13.6.5 If an RN is not in agreement with the RN's performance appraisal after discussing it pursuant to 13.6.1 the exclusive procedure for review of a performance appraisal will be as follows:

13.6.5.1 Within 14 calendar days of receiving the performance appraisal, the RN may submit to the RN's clinical manager (or to the RN's department director, if there is no clinical manager) a written statement of his/her reasons for the disagreement. Within

14 calendar days of receiving this written statement, the clinical manager (or department director if there is no clinical manager) will review the written statement and respond in writing to the RN.

13.6.5.2 If the RN is still not satisfied, the RN may, within 14 calendar days of the clinical manager's response, submit to the RN's department director a copy of the written statement and any additional documentation the RN believes is relevant. Within 30 calendar days of receiving the documentation, the department director will review the submitted material and respond in writing to the RN (unless the department director already reviewed and responded under 13.6.5.1).

13.6.5.3 The material submitted by the RN and the response(s) will become part of the RN's personnel records.

13.6.5.4 Neither the performance appraisals nor any resulting merit increases will be subject to the grievance procedure.

13.7 Promotion, Transfer, Stepdown, and Reclassification:

13.7.1 Promotion: A promotion occurs when an RN enters a different job classification in a different salary grade with a higher salary range.

13.7.1.1 An RN who receives a promotion will be placed on the step closest to an increase in his/her straight-time rate of pay by a percentage based on the number of salary grades that the new position's grade exceeds the former position's grade or the step that reflects the RN's total years of experience in the RN's new job classification, whichever step is higher, as follows:

<u>Additional Salary Grades</u>	<u>Percentage Increase</u>
1	5%
2	7.5%
3	10%
4	12.5%
5 and above	15%

13.7.1.2 The RN's straight-time rate of pay after the increase under 13.8.1.1 will not, however, (a) exceed the maximum of the new position's salary grade or (b) be less than the minimum of the new position's salary grade.

13.7.2 Transfer: A transfer occurs when an RN enters a different job classification in the same salary grade or the same job classification in a different department.

13.7.2.1 The manager of the position from which the RN transferred may give input for the RN's next performance appraisal.

13.7.3 Stepdown: A stepdown occurs when an RN enters a different job classification in a different salary grade with a lower salary range.

13.7.3.1 The manager of the position from which the RN stepped down may give input for the RN's next performance appraisal.

13.7.3.2 The RN's straight-time rate of pay upon stepdown will be set no lower than the same step the RN was on immediately prior to the stepdown or the step that reflects the RN's total years of experience as an RN, whichever step is paid at a higher rate.

13.7.4 Reclassification: A reclassification occurs when the salary grade of an RN's position changes due to a significant change in the position duties and responsibilities.

13.7.4.1 When the salary grade is increased by the reclassification, the provisions for a promotion will be applied.

13.7.4.2 A salary grade will not be decreased by the reclassification without the agreement of the Medical Center and the Association. When the salary grade is decreased by the reclassification, the RN's straight-time rate of pay will not be changed by the reclassification, except that it may not exceed the maximum of the salary range of the new salary grade.

Article 14 – Premium Pay

14.1 Charge Differential:

14.1.1 For hours of work that a non-exempt RN has been designated to perform as a relief charge nurse, the RN will be paid a premium of \$ 3.00 for those hours.

14.1.2 Charge differential will be paid only for hours worked as a designated relief charge nurse.

14.1.3 Employees assigned to the Designated Charge Nurse classification will be paid a premium of \$4.00 per hour for all paid hours, including PTO time and time worked at the bedside.

14.2 Shift Differential:

14.2.1 Non-exempt RNs will be paid an evening shift differential of \$2.50 per hour for hours worked on a standard evening shift, as set forth below. Beginning the first full pay period

following ratification of the 2026-29 Agreement, non-exempt RNs will be paid a night shift differential of \$7.75 per hour for hours worked on a standard night shift, as set forth below.

14.2.2 An RN's shift differential is based on where the majority of the RN's hours worked on a shift fall, as follows:

<u>Standard Shift</u>	<u>Hours</u>
Day	7 a.m. to 3:30 p.m.
Evening	3 p.m. to 11:30 p.m.
Night	11 p.m. to 7:30 a.m.

If the majority of the shift's hours fall in the Evening shift timeframe, the RN will be paid Evening differential for all hours in the shift. If the majority of the shift's hours fall in the Night shift timeframe, the caregiver will be paid Night differential for all hours in the shift. The majority of hours is measured from the first clock-in to the last clock-out of the shift. Meal periods do not affect majority of hours. If the majority of hours is equally distributed between two shift timeframes, the higher differential will apply. If the majority of the shift's hours fall in the Day shift timeframe, the RN will not be paid a differential. If an RN is asked to work two shifts in a row (i.e., a double shift), the two shifts are considered separate shifts for purposes of calculating shift differential. Emergency Department RNs who have a regular schedule of 3:00 p.m. to 3:00 a.m. will be compensated equivalent to a night shift differential for all hours worked pursuant to the attached MOU on Emergency Department 3:00 p.m. to 3:00 a.m. Shift.

[See MOU regarding 3 p.m. to 3 a.m. shifts in Emergency Department]

[See MOU regarding settlement and back pay for March 2025 shift differential changes]

14.2.2.1 An RN shall receive an hourly shift differential for all hours worked during a standard shift as defined in 14.2.2. However, the last 30 minutes of shifts scheduled to end at 3:30 p.m., 11:30 p.m. or 7:30 a.m. shall be paid the same shift differential, if any, that applied prior to 3:00 p.m., 11:00 p.m. or 7:00 a.m., respectively. An RN who is receiving night shift differential and works continuously into a day shift will continue to receive night shift differential for the overtime hours worked.

14.2.3 Shift differentials are included in determining the rate of pay for RNs assigned to evening and/or night shift for paid leaves, holiday and paid time off. Shift differentials are not included in paid time off cash-out calculations.

14.3 Preceptor:

14.3.1 A non-exempt RN will be paid an additional \$2.00 per hour for hours of work when the Medical Center expressly assigns the RN to perform as a preceptor.

14.3.2 A preceptor will participate on an ongoing basis in a specific Nursing Orientation Program that usually includes assessing the learning needs of a newly hired or transferred RN; implementing the specific Program, including any modifications based on the progress and further evaluation of the RN during the Program; evaluating, including with the clinical educator, the RN's progress through the Program; providing direct guidance and oversight to the RN under the Program; and providing progress reports, as requested, to the nurse manager and/or clinical educator.

14.3.3 Assignment of an RN to perform as a preceptor also includes assignment by the RN's nurse manager or a clinical educator as set forth in 14.3.2 for a nursing student in an extended practicum program.

14.3.4 Orientation of nurses and working with nursing students do not qualify as preceptor assignments, unless assigned as part of the ongoing process set forth in 14.3.2.

14.3.5 Qualification for preceptor assignment requires that the RN has successfully completed the Medical Center's preceptor training.

14.3.6 The Medical Center will strive to provide sufficient staffing to assure that preceptors can work directly and continuously with their assigned RNs.

14.3.7 Precepting assignments shall be taken into consideration when determining a nurse's patient assignment and/or other assigned work during a shift.

14.4 Weekends:

14.4.1 Unless by mutual agreement an RN will not be scheduled for consecutive weekends, except for:

14.4.1.1 Weekend shifts that are part of the RN's regular schedule; or

14.4.1.2 When the RN and the Medical Center mutually agree to scheduling additional weekend shifts.

14.4.2 When a non-exempt full-time or part-time RN works two (2) consecutive weekends, the RN will be paid an hourly weekend bonus for the hours worked on the extra weekend.

14.4.2.1 A weekend shift for this purpose is defined as a shift (other than a standby/on-call shift) of at least 8 hours in which the majority of the hours worked are between 12 a.m. Saturday and 11:59 p.m. the following Sunday.

14.4.2.2 The following will not be counted toward eligibility for a weekend bonus:

14.4.2.2.1 Weekend shifts worked as a result of pre-approved trades or substitutions;

14.4.2.2.2 The next regularly scheduled weekend will not be eligible for the weekend bonus.; or

14.4.2.2.3 Work on weekend standby/on-call shifts.

14.4.3 The amount of the weekend bonus will be the number of weekend shift hours worked that are eligible for the weekend bonus multiplied by \$12.00.

14.4.4 Weekend shift hours that an RN has been scheduled to work and that would be eligible for weekend bonus if not decreased due to low census time, will be subject to the following:

14.4.4.1 The hourly weekend bonus for those low census time hours, if the RN is placed on standby/on-call status during the low census time; or

14.4.4.1.1 Two hours of weekend bonus, if the RN is not placed on standby/on-call status.

2026 NOTE: the parties agree to explore alternatives to document consecutive weekend bonus under the upcoming timekeeping system in Conference Committee. Otherwise, a nurse's submission of the form included as Appendix D to this Agreement shall be sufficient to document consecutive weekend bonus until implementation of the new timekeeping system. Conference Committee will create a standing agenda item to address this issue until it is resolved.

14.4.5 With respect to any unit where nurses are being or will be regularly scheduled consecutive weekends, the conference committee established under 21.1 below, upon request by the bargaining unit representatives on the conference committee, will review such unit's schedules to determine if there are mutually agreeable staffing alternatives.

14.4.6 Weekend positions will be posted for RNs who agree to work two 8, 10, or 12-hour shifts 45 out of 52 weekends per year. RNs committing to these positions will be eligible for a \$15.00 per hour premium for all weekend hours worked. Weekend shifts will be deemed to begin at 6:00 p.m. on Friday evening continuing until 7:00 p.m. Sunday evening for 10- and 12-hour shifts. Weekend shifts will be deemed to begin Friday at 2:30 p.m. continuing until 11:30 p.m. Sunday for 8-hour shifts. RNs receiving this premium are not eligible to receive Weekend Bonus, or Standby/On-Call or Callback pay (unless low censused) for weekend hours. Additional hours and extra shifts worked during non-weekend hours, and PTO, and EIB will be paid at the RNs straight time rate of pay.

14.5 Holidays:

14.5.1 RNs will be paid holiday pay for work on a designated holiday as defined in 14.5.2, as follows:

14.5.1.1 Non-exempt RNs will be paid at one and one-half (1-1/2) times the RN's regular straight-time hourly rate of pay for all hours worked on a shift when a majority of the RN's shift hours, but not less than three, are worked on the holiday.

14.5.1.2 Exempt RNs will be paid, in addition to their salary, an amount equal to one-half (1/2) of the RN's salary attributable to the time frame worked on a shift when a majority of the RN's shift hours, but not less than three, in that time frame are worked on the holiday.

14.5.1.3 An RN will be eligible for the applicable holiday multiplier specified above for the shift hours worked on a holiday, even if those hours are less than a majority of the RN's hours worked on the shift.

14.5.2 The designated holidays for this purpose are New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

14.5.2.1 Each of these holidays runs from 11 p.m. immediately preceding the holiday to 10:59 p.m. on the holiday.

14.5.2.2 When a holiday falls on a Saturday and the unit closes for the holiday on the preceding Friday, the holiday will instead be deemed to occur on Friday for that unit. When a holiday falls on a Sunday and the unit closes for the holiday on the following Monday, the holiday will instead be deemed to occur on Monday for that unit.

14.5.2.3 In the event PeaceHealth designates an additional paid holiday, such holiday shall be paid in accordance with this section.

14.5.2.4 All nurses shall know whether they are scheduled to work on the following holidays by October 1 of each year: Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.

14.5.3 When an RN's unit is closed due to a holiday and the RN is placed on standby/on-call status instead of what would otherwise be the RN's regularly scheduled work day, the RN may choose to utilize or not utilize accrued PTO hours to cover those standby/on-call hours, in accordance with the automated time entry procedure for this purpose. RNs whose work unit closes to patient care and are not on standby/on-call on a recognized holiday will have the option to use PTO. Such time will be entered in accordance with the automated time entry procedure for this purpose.

14.6 Per Diem RNs: Per Diem RNs will be paid in accordance with their salary grade placement and receive a differential in lieu of benefits of 15% of their base rate of pay per hour. Relief RNs will be paid in accordance with their salary grade placement and receive an additional differential in lieu of benefits of 15% of their base rate of pay per hour.

14.6.1 The Per Diem premium will not be considered as part of the straight-time rate or salary range.

14.7 Resource Team RNs: A Resource Team RN will be paid an additional \$3.50 per hour premium.

14.7.1 Resource Team premium will be paid only for hours worked.

14.8 Certification: The Medical Center recognizes a value to patient care when RNs are certified in their area of specialty practice. Eligible RNs will be compensated by an hourly certification premium of \$1.50 for all worked hours. All bargaining unit RNs who obtain and maintain a current nationally recognized renewable certification in a specialty, based upon management approved Nursing Specialty Certification List, will be eligible. The Medical Center will provide the Association an updated Certification List every six months. Certification premium will be effective at the beginning of the first full pay period after RN submits copy of valid certification to Human Resources. Certification pay will not be paid for certifications that are required for the RN's position.

14.9 Advanced Nursing Degree Premium: The Medical Center recognizes a value to patient care when RNs have advanced nursing degrees. RNs who have a BSN or other qualified advanced nursing degree as determined by the Medical Center will be compensated by an hourly premium of \$1.00 for all hours worked. MSN or other qualified master nursing degrees as determined by the Medical Center will be compensated by an hourly premium of \$1.50 for all hours worked. DNP or other qualified doctorate nursing degrees as determined by the Medical Center will be compensated by an hourly premium of \$2.00 for all hours worked. Advanced degree premium will be effective at the beginning of the first full pay period after RN submits copy of valid degree to Human Resources.

Article 15 – Health and Welfare

15.1 Employee Health Tests: RNs will be subject to the Medical Center's Employee Health requirements and testing programs (for example, for tuberculosis) in accordance with the Medical Center's policies as applicable to a majority of the Medical Center's employees who are not in a bargaining unit. All RNs will be encouraged to receive flu vaccine at no charge, as provided by Employee Health at designated times, places and hours. If an RN declines the flu vaccination, the RN will sign a declination form that will only be used to track the total number and percentage of RNs who decline the vaccine.

15.1.1 In addition, the Medical Center shall provide at no charge the following: DPT and, with a prescription, Shingles vaccines for RNs over 60 years of age.

15.2 Insurance: RNs with status hours of 40 or more in a pay period (.5_FTE) shall be eligible to participate in the Medical Center's dental, vision, life, accidental death & dismemberment (AD&D), long term disability (LTD) insurance plans and healthcare and dependent care reimbursement accounts in accordance with the Medical Center's policies regarding eligibility, payment, and benefits as applicable to a majority of the Medical Center's employees who are not in a bargaining unit: Nurses with status hours of 40 or more in a pay period (.5FTE) may also participate in the short term disability plan as an employee paid benefit.

15.2.1 If the Medical Center intends to modify its programs of health insurance regarding eligibility, payment, or benefits, it will notify the Association of the intended modifications at least 60 days in advance of their effective date and will, upon request by the Association, offer to meet with the Association before the effective date to discuss such modifications.

15.3 Drug- and Alcohol-Free Workplace: RNs will be subject to the Medical Center's drug- and alcohol-free workplace policies as applicable to a majority of the Medical Center's employees who are not in a bargaining unit, except that introduction of random drug- and/or alcohol-testing of RNs will be subject to agreement of the Medical Center and the Association. The Medical Center will notify the Association of any other changes at least 30 days in advance.

15.4 Employee Assistance Program: RNs may participate in the Medical Center's Employee Assistance (EAP) program, in accordance with the Medical Center's policies as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

15.5 Fitness: RNs may participate in the Medical Center's health club and fitness-related programs in accordance with the Medical Center's policies regarding such programs as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

15.6 CARE Award Plan: The Medical Center may in its sole discretion create, implement, modify or cease a Caregivers Achievement Reward Earned (CARE) Award Plan at any time. If a CARE Award Plan is in effect nurses will be eligible to participate in the CARE Award Plan, in accordance with the terms of the Plan in the same manner and for as long as the Plan applies to all other employees of the Medical Center.

Article 16 – Retirement

16.1 Retirement Plan: RNs will participate in the Medical Center's retirement plan in accordance with the Medical Center's policies regarding eligibility, contributions, and benefits, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

16.2 Defined Contribution Plan: RNs may participate in the Medical Center's defined contribution plan in accordance with the Medical Center's policies regarding eligibility, contributions, and benefits, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

Article 17 – Education

17.1 Tuition Reimbursement: RNs may participate in the Medical Center's tuition assistance program in accordance with the Medical Center's policies regarding eligibility, reimbursable expenses, and rate of reimbursement as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

17.2 Required Attendance: When the Medical Center requires an RN to attend a designated educational meeting or class, the time spent in attendance will be paid as hours worked.

17.2.1 The Medical Center will reimburse the RN for required expenses to attend the designated meeting or class.

17.3 Education Leave: The Medical Center will make available up to twenty-four (24) paid education hours per fiscal year for each non-exempt RN to attend education programs offered either by the Medical Center or by outside organizations.

17.3.1 A fiscal year for this purpose is defined as July through the following June.

17.3.2 There will be no carryover of any year's unused paid education hours to the next fiscal year beginning July 1.

17.3.3 Eligible RNs will be considered for use of paid education hours on the following basis:

17.3.3.1 The RN must apply in writing in advance for the paid education hours. If the application is for time off to attend an education program, the application must be timely received as a request for days off under the Hours of Work article. A nurse may satisfy this provision by submitting an application via email within the time period specified under Section 11.2.4 of this Agreement.

17.3.3.2 The education program that the RN desires to attend must be related to the RN's position and be of potential benefit to both the RN and the RN's unit. Nurses may request a meeting to discuss any education request denied by the Medical Center due to relevance and/or benefit to the RN and their unit under this section.

17.3.3.3 The RN must provide proof of registration for and attendance at the education program for reimbursement.

17.3.3.4 Upon return from attending a non-mandatory education program for which the RN received paid education leave, the RN will, upon request by the Medical Center, submit a report or make an oral presentation for the purpose of sharing the contents of

the program. Nurses shall be paid for time spent preparing and presenting or reporting on any education program, to a maximum of four (4) hours.

17.3.4 The Medical Center will make available no less than \$50,000 in each fiscal year for the registration costs of eligible RNs (excluding CNMs and ARNPs) to attend approved education courses held away from Medical Center premises. From that fund, disbursements will be made upon written request and documentation, in order of receipt, up to a maximum of \$1,000 per eligible RN per fiscal year. There will be no carryover of any year's unused funds to the next fiscal year beginning July 1. Each July, the conference committee will conduct a review of the administration of this section.

Article 18 – Paid Time Off

18.1 The Medical Center recognizes the importance of having and taking Paid Time Off (PTO) for vacations, holidays, short-term illness, low census time, or for other time off reasons. The Medical Center will strive to approve PTO requests using available staffing resources and taking into consideration patient care needs and will further strive to supply sufficient staffing resources for this purpose, including resource team RNs and Per Diem RNs, as well as utilizing volunteers.

18.1.1 PTO Usage Guidelines. The parties will begin meeting no later than April 30 to develop guidelines for the use of accrued PTO. The committee will consist of up to six employer representatives and up to six (6) bargaining unit RNs who will be compensated at their regular rate of pay for time spent developing guidelines outside Conference Committee. The PTO guidelines will be regularly reviewed at Conference Committee at the request of either party.

18.2 Accrual:

18.2.1 During the time that an RN is eligible for PTO, the RN will accrue PTO time on his/her hours worked; paid time off (i.e., used PTO and Extended Illness Bank hours); and low census time.

18.2.2 Accrued but unused PTO time may be carried over from year to year, to a maximum amount set forth in 18.2.3.1 below.

18.2.3 Eligibility: Effective with the first full pay period after ratification, each full-time RNs and part-time RNs whose status hours per pay period are .5 FTE or above will be eligible to accrue and use PTO time as follows:

18.2.3.1 Non-Exempt RNs:

Length of Service	Accrual Rate	Approximate Hours Accrued Each Pay Period	Approximate Days Per Year	Maximum Accrual
0-48 months (0-4 years)	0.10769/hour	8.6	28 days	42 days (336 hours)
49-108 months (5-9 years)	0.12692/hour	10.2	33 days	49.5 days (396 hours)
109-168 months (10-14 years)	0.14231/hour	11.4	37 days	55.5 days (444 hours)
169-228 months (15-19 years)	0.15000/hour	12.0	39 days	58.5 days (468 hours)
229+ months (20+ years)	0.15385/hour	12.3	40 days	60 days (480 hours)

18.2.3.2 Exempt RNs:

Length of Service	Accrual Rate	Approximate Hours Accrued Each Pay Period	Approximate Days Per Year	Maximum Accrual
0-48 months (0-4 years)	0.11538/hour	9.2	30 days	45 days (359 hours)
49-108 months (5-9 years)	0.13462/hour	10.8	35 days	52.5 days (420 hours)
109-168 months (10-14 years)	0.15000/hour	12.0	39 days	58.5 days (468 hours)
169+ months (15+ years)	0.16154/hour	12.9	42 days	63 days (504 hours)

18.2.3.3 The approximate hours and days shown above are based on 80 accrual hours per pay period and 8 hours per day.

18.3 Use of PTO Time:

18.3.1 The procedure for requesting scheduled time off, including PTO time, is set forth in the Hours of Work article.

18.3.2 PTO time will not be paid for any absence that is paid for as Extended Illness Bank (EIB) time or, for an exempt RN, that is paid for as salary.

18.3.3 PTO time will be paid only to the extent accrued and unused through the end of the previous pay period.

18.3.4 PTO time will be paid at the RN's straight-time rate of pay. Except in the event of PTO cash-out, the inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the RN on the RN's assigned shift.

18.3.5 PTO time is not considered hours worked for purposes of overtime calculations.

18.3.6 If an employee has a PTO balance and is out due to disability, PTO may be used to bridge pay up to 100% of the employee's FTE. If the employee has not filed a disability claim or state paid benefits, PTO benefits may be used.

18.4 Cash Out of PTO:

18.4.1 Each October, using the online benefits enrollment system, nurses may be eligible to sell accrued PTO up to the number of hours of PTO to be accrued in the next calendar year. The maximum a nurse may elect to sell is based on PTO accrual level and scheduled hours annually. All PTO cash payments are included with regular pay. Differentials are not included in the PTO payout. Nurses have two options for receiving this payout:

18.4.1.1 As a lump sum payment in the month of the following year of the nurse's choice, to be paid the first payday of the nurse's chosen month; or,

18.4.1.2 As a specified amount to be paid each pay period.

18.4.2 If it is elected to receive a lump sum PTO payment, the maximum that can be cashed out is the PTO that has accrued during the calendar year in which the payout occurs, as of the beginning of the pay period in which the PTO sell occurs. If on the date selected, the year-to-date PTO accrual is less than the number of hours elected to sell, only the number of hours accrued year-to-date is paid. PTO hours accrued after the selected sell date will not be available for PTO sell.

Example: Nurse elects annually to sell 116 hours of PTO in a lump sum as of June 30 of the following year. As of June 30, (in that calendar year) Nurse has accrued 108 hours in that year and has 208 hours in her account. The sale of PTO is restricted to 108 hours.

18.4.3 PTO Transition Cash Out. To mitigate the impact of the adoption of a PTO plan with increased accruals and, for some tiers, lower accrual limits, the parties agree to a one-time cash out opportunity. To be eligible, RNs must be within five (5) pay periods of hitting the new PTO cap using the increased accrual rate. Eligible RNs may cash out up to 80 hours of PTO in their existing accrual bank at their regular rate of pay as of the date of the request. Management will provide the Association with a list of eligible RNs and contact those RNs within the first full pay

period after ratification to notify them they qualify. To participate, eligible RNs must submit a written request to Human Resources no later than the end of the third full pay period following ratification of the 2026-2029 agreement.

18.5 Upon termination of employment or transfer to a position not eligible for PTO time, an RN will be paid his/her accrued but unused PTO time, subject to the provisions of 8.1.

18.6 Donation of PTO Time: RNs may donate unused PTO time pursuant to the Medical Center's PTO donation policy.

Article 19– Extended Illness Bank

19.1 Extended Illness Bank (EIB) time is for time off on an employee's Medical or Family Leave of Absence.

19.2 Eligibility: Full-time RNs and part-time RNs whose status hours per pay period are 16 or above will be eligible to accrue and use EIB time.

19.3 Accrual: Accrual of EIB hours will sunset effective upon the start of the first full pay period following ratification.

19.4 Use of EIB Time:

19.4.1 Accrued EIB time will be paid for time off due to an eligible RN's Medical or Family Leave of Absence as defined in the Medical Center's Leave of Absence policies in existence at the time the leave is requested, subject to applicable leave laws, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

19.4.1.1 An eligible RN may use accrued EIB beginning with the first scheduled hour of missed work resulting from the RN's hospitalization for greater than 24 consecutive hours of missed work or when an Employee Health dictated work restriction is required per the Caregiver Work Restriction due to Illness Policy.

19.4.1.2 If the preceding paragraph does not apply, an eligible RN may use accrued EIB after missing 24 consecutive hours of scheduled work while on an approved Medical or Family Leave of Absence as defined in the Medical Center's policies. EIB payment will then be from the 25th consecutive hour of missed scheduled work while on the approved leave.

19.4.1.3 If an applicable leave law conflicts with the applicable leave policies, the former will control.

19.4.2 EIB time will not be paid for any absence that is paid for as PTO time or, for an exempt RN, that is paid for as salary.

19.4.3 EIB time will be paid only to the extent accrued and unused through the end of the previous pay period.

19.4.4 EIB time will be paid at the RN's straight-time rate of pay.

19.4.5 EIB time is not considered hours worked for purposes of overtime calculations.

19.4.6 Accrued EIB time will be paid for an eligible RN's time off to care for a child, spouse, parent, parent-in-law, or grandparent, to the extent required by applicable law and in accordance with the above terms for use of EIB time.

19.4.7 If an employee has an EIB balance and is out due to disability, EIB may be used to bridge pay up to 100% of the employee's FTE. If the employee has not filed a disability claim or state paid benefits, EIB benefits may be used.

19.5 Upon termination of employment or transfer to a position not eligible for EIB time, the RN's EIB time will not be paid and will cease to exist.

19.5.1 However, if an RN is rehired or returns to a position eligible for EIB time within six months of the RN's employment termination or transfer to an ineligible position, respectively, the RN's previously accrued but unused EIB time will be reinstated.

19.6 Short Term Disability. The Medical Center will provide all eligible RNs with a Short Term Disability (STD) benefit on the same terms as it is provided to the majority of the Medical-Center's non-represented employees. Nurse eligibility for these benefits will be determined by the Short Term Disability policy.

During the term of the Agreement, the minimum standard for benefits provided for the key terms of the STD plan are as follows:

Weekly benefit:	66.67% of weekly pre-disability earnings
Maximum benefit:	\$1,500 per week
Waiting period:	Benefits begin on the 8 th day
Minimum FTE for eligibility	0.5 FTE
Maximum benefit duration:	26 weeks

STD benefits will be offset by Washington Paid Family and Medical Leave (WA PFML) benefits whether the RN receives benefits or not (as long as the RN would have been eligible to receive them).

19.6.1 The Parties agree to terminate the Extended Illness Bank provisions of this article upon exhaustion of all Extended Illness Banks and/or separation from employment for all nurses hired prior to ratification of the 2026-2029 Agreement. Management shall notify WSNA if it believes all existing Extended Illness Banks have been exhausted and/or all nurses who qualified for EIB have been separated from employment.

Article 20 – Leave of Absence

20.1 Statutory Leaves:

20.1.1 The Medical Center will provide eligible RNs with the following leaves of absence in accordance with applicable laws:

20.1.1.1 Family (including parental) and medical leave.

20.1.1.2 Military leave.

20.1.1.3 Worker's compensation leave.

20.1.2 Administration of such leaves will be in accordance with the Medical Center's policies for those leaves in existence at the time the leave is requested, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

20.1.2.1 If the applicable leave law conflicts with the applicable leave policy, the former will control.

20.2 Personal Leaves: The Medical Center will provide eligible RNs with personal leaves of absence in accordance with the Medical Center's policies for such leave in existence at the time the leave is requested, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

20.3 Bereavement Leaves: The Medical Center will grant eligible RNs time off, if requested, from scheduled work in the event of the death of a significant person in the family life of the nurse as provided for in the Medical Center's Bereavement Leave policy.

20.4 Jury Duty: RNs who are required to perform jury duty will be covered by the Medical Center's jury duty policy in existence at the time of the jury duty, as applicable to a majority of the Medical Center's employees who are not in a bargaining unit.

20.5 Witness: RNs who appear as a witness in any court or legal proceeding, at the request or subpoena of the Medical Center, will be paid for preparation time and appearance time at the RN's straight time rate of pay, less any witness fee payment received by the RN.

Article 21 – Committees

21.1 Conference Committee: There will be a Conference Committee to collaborate with the Medical Center on enhanced quality of care and improved professional nursing practices, discuss and address ongoing contract administration, and to foster communications between the Medical Center and the nursing staff. These include but are not limited to such subjects as impacts of ancillary staffing on nurses' work, standards of practice, RN training, and other mutually agreed topics. Conference Committee may delegate to approved subcommittees and consult other committees and councils for specialized input as mutually agreed between the co-chairpersons based on the Committee's meeting agenda.

21.1.1 Issues that are not the subject of current grievance/arbitration(s) may be addressed by the Conference Committee. By mutual agreement between the Employer and the Association, Conference Committee may discuss and resolve pending grievances.

21.1.2 The Conference Committee will meet once every month for two hours, and at such other times as mutually agreed by the two co-chairpersons of the committee. The co-chairpersons agree to meet to set an agenda for the Committee at least five days in advance.

21.1.3 The bargaining unit will select up to six RNs to serve on the committee, one of whom will be designated as co-chairperson. The Association will designate an Association staff person to serve on the Committee. The RN members of the committee selected by the bargaining unit may appoint an additional RN from a unit, as defined in 10.1.5, to attend committee meeting(s) if that unit's quality of care issues are on the committee's meeting agenda. A maximum of three such units may be represented by this means per committee meeting. If an additional RN from a unit is appointed in accordance with this section, a nurse leader from the same unit(s) also may be appointed.

21.1.3.1 Each RN appointed to the committee will be granted up to two hours for attendance per each Committee or designated subcommittee meeting as paid Medical Center time, excluding premiums and differentials other than overtime pay when applicable.

21.1.4 The Chief Nursing Officer will appoint up to six members from nursing leadership to the Conference Committee.

21.1.4.1 The Chief Nursing Officer or his/her designee will be the other co-chairperson of the Committee.

21.1.5 Other individuals may be invited to attend Committee meetings as mutually agreed by the co-chairpersons of the Committee.

21.1.6 The Medical Center will provide administrative support to the Conference Committee, as mutually agreed by the co-chairpersons of the Committee.

21.1.7 Home and Community Conference Subcommittee. The Employer and the Association shall establish a permanent subcommittee to address ongoing contract administration in Home and Community units. The focus of the Home and Community subcommittee will be to enhance the quality of home and community nursing care and professional nursing practices, to discuss and address ongoing contract administration, and to foster communications between the Home and Community leadership and the nursing staff.

The bargaining unit will select up to three (3) Home and Community RNs to serve on the subcommittee, one of whom will be designated as a co-chairperson. Additional Home and Community RNs may, upon mutual agreement by the subcommittee co-chairpersons, attend the subcommittee on paid time to participate in discussions on an as-needed basis. During weeks when the subcommittee meets, participating RNs' assignments and productivity expectations will be adjusted to accommodate the meeting. The Association will designate an Association staff person to serve on the subcommittee. The Employer will appoint up to three (3) members from Home and Community nursing leadership to the subcommittee, one of whom will be designated as the subcommittee co-chairperson. The subcommittee will meet once every other month for two hours, and at such other times as mutually agreed by the two co-chairpersons of the subcommittee. Home and Community subcommittee meetings will be held virtually and subcommittee members will be relieved of their work responsibilities during meeting times.

The co-chairpersons agree to meet to set an agenda for the Home and Community subcommittee at least five days in advance. When setting the agenda, the Subcommittee co-chairs will determine whether additional Home and Community RNs should attend to participate in each discussion item. The first order of business for the Home and Community subcommittee will be to establish a charter consistent with this subsection 21.1.7.

21.1.7.1 Productivity Standards. Within thirty (30) days of ratification, the Home and Community Conference Sub-Committee will begin regular meetings. Within sixty (60) days of ratification, the Sub-Committee will review and update productivity index point scales that apply to nurses working in Grades 1, 2, and 3. Within ninety (90) days of ratification, the Sub-Committee will establish standard expected points per day for each job role, shift length, FTE, and schedule to whom the scales apply. Workloads will be adjusted to comply with the agreed-upon standards no later than the start of the next full scheduling period after standards are determined. Any further changes to standards established under this section must be approved by a majority vote of the Sub-Committee.

21.2 Hospital Staffing Committee: The Hospital Staffing Committee (HSC) shall be responsible for those activities required of it under applicable state law, including:

1. Development and oversight of an annual patient care unit and shift-based hospital staffing plan for Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistant, and unlicensed assistive personnel providing direct patient care based on the needs of the patients.
2. Semi-annual review and evaluation of the effectiveness of the staffing plan against patient needs and known evidence-based staffing information, including nurse sensitive quality indicators collected by the hospital.
3. Review, assessment, and response to staffing variations, concerns, or complaints presented to the committee.

The Association will determine how the Registered Nurse Members of the NSC will be selected, including three (3) designated alternate members. At least 50% of the nursing staff members of the HSC must be chosen by the Association in its capacity as the collective bargaining representative for registered nurses at the Medical Center, and at no time shall fewer than six (6) registered nurses occupy voting seats on the Committee. The CNO and Chief Financial Officer (CFO), or designee, will attend all meetings. Attendance at HSC meetings by appointed committee members will be on paid time at the RN's regular rate of pay and RNs shall be relieved of all other work duties during meetings. A WSNA staff representative may attend. HSC meetings will be held at least monthly. The committee shall produce the annual hospital nurse staffing plan in accordance with Washington law. The Medical Center shall adopt only staffing plans approved by the Committee by a 50%+1 majority vote that includes at least one bargaining unit nurse. Should the committee have any disagreements with the proposed staffing plan, the process as outlined in Washington law shall be followed. No RN shall be counseled, disciplined and/or discriminated against for making any report or complaint to the HSC.

21.2.1 Staffing Committee for Units Outside Acute-Care License. The Parties agree to maintain a separate staffing committee committed to reviewing ADOs and staffing concerns in units that are not covered by the Employer's acute care hospital license. The committee will consist of: (a) three (3) bargaining unit nurses selected by WSNA to represent units not covered by the Employer's acute care hospital license, at least two (2) of which work in those units; and (b) three (3) Employer appointees who oversee units not covered by the Employer's acute care hospital license. A WSNA staff representative may attend. Attendance by appointed committee members will be on paid time at the RN's regular rate of pay and RNs shall be relieved of all other work duties during meetings.

The CEO will review and approve the hospital staffing plan, in accordance with Washington law.

21.3 Staffing:

21.3.1 Quality of care and the safety of all patients are of paramount concern to the Hospital and the nursing staff who provide care for our patients. The Hospital is committed to partnering with the nurses to design care delivery that includes appropriate skill mix of the registered nurses and other nursing personnel, layout of the units, patient acuity considerations, national standards and recommendations for the Hospital Staffing Committee.

21.3.2 The Medical Center's staffing plan and its implementation shall in no event violate the following commitments. Each unit in the Medical Center's facilities shall maintain staffing levels that provide for safe patient care and the health and safety of nurses, in accordance with Washington law. In order to provide safe patient care, the Medical Center shall:

21.3.2.1 Provide staffing levels that enable RNs the opportunity to receive meal and rest breaks without violating the minimum standards set by the agreed staffing matrix.

21.3.2.2 Provide staffing levels that enable RNs to utilize their accrued paid time off pursuant to 11.2.4.

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

21.3.2.4 The parties agree that Charge RNs (Designated and/or Relief) will not receive a patient care assignment when performing Charge duties, whenever possible.

21.3.3 Nurse Staffing Concern: The Hospital Staffing Committee will make available to RNs an Assignment Despite Objection Form ("ADO form") as the recommended method for reporting staffing concerns. The Medical Center will not retaliate against any nurse utilizing this form or notifying the Medical Center of staffing concerns. The ADO form will be included in the House Staffing Committee charter and processed in accordance with Washington law, and the following.

21.3.3.1 Prior to submitting an ADO form a nurse questioning the level of staffing on the nurse's unit should communicate this concern to the nurse's immediate supervisor to attempt to resolve the concern in real time. The supervisor will communicate their response to the nurse making the inquiry.

21.3.3.2 If the nurse is not satisfied with the supervisor's response the nurse may submit a completed ADO form to the charge nurse who will sign the form and forward it to the RN's Department Director. In addition, ADO forms will be forward to the WSNA Local Unit Officers. When a completed form is received, the department director will analyze the reported situation, take such action as the department director deems appropriate, and refer the form and a report of the analysis and action taken to the CNO.

21.3.3.3 The CNO will refer the submitted form and Department Director's report to the ADO Review sub-committee of the Hospital Staffing Committee for further review and action that the sub-committee deems appropriate.

21.3.3.4 The ADO Review Committee will be composed of a Nurse Director, Nurse Manager, and two bargaining unit employees. Bargaining unit employees will be paid

for the time spent in the ADO Review Committee. The ADO Review Committee will report trends related to ADOs to the Hospital Staffing Committee.

21.4 Safety and Safe Patient Handling Committee:

21.4.1 The Medical Center will continue to have a Safety and Safe Patient Handling Committee, which shall discuss topics including Environment of Care, occupational injuries, and safe patient handling practices.

21.4.2 The Association may appoint at least two (2) RN members of the Safety and Safe Patient Handling Committee.

21.4.3 Time spent in safety committee meetings will be considered hours worked for payroll purposes, and will be paid Medical Center time, excluding premiums and differentials other than overtime pay when applicable.

21.5 Workplace Violence Committee

The Employer is committed to maintaining and actively promoting a safe environment and has a policy of zero tolerance for workplace violence, including verbal or nonverbal threats by patients or visitors. While the Employer cannot guarantee that incidents will never occur, it will take reasonable and appropriate measures to prevent, address, and respond promptly to workplace violence. Prominent signs stating this policy shall be posted in all patient rooms and in public areas in each unit where bargaining unit nurses work. Security personnel shall be provided to assure the safety of nurses, patients and visitors.

The Employer shall cooperate with and comply with requests from law enforcement to the extent required by law. Nurses will not be subject to discipline solely for refusing to comply with unlawful requests from law enforcement. Nurses will not be required to make determinations regarding the validity and/or enforceability of court orders, subpoenas, or warrants presented by law enforcement officers or to communicate the Employer's determination to law enforcement officers.

The parties will form a subcommittee of its Safety Committee, entitled the Workplace Violence Prevention Committee comprised of equal numbers of employee and management representatives, including up to six (6) Nurses selected by WSNA, as well as representatives of other employee groups and management, including but not limited to those responsible for education, risk, security and nurse leadership. The six WSNA RNs shall work with their manager to arrange the time to attend prior to the publication of the schedule. Management will make a good faith attempt to avoid scheduling WSNA's Committee representatives when meetings are scheduled and/or to relieve WSNA's Committee representatives of their regular work duties during meetings when staffing allows. WSNA's Committee representatives will be paid at their regular rate of pay for all time in Committee meetings and other Committee activities. The Committee shall meet on a regularly scheduled basis and when requested by either party due to an incident of violence. The Committee shall evaluate all reported instances of violence in accordance with state law. The Committee shall conduct an annual risk assessment of each

Employer facility. The Committee will communicate with the contractors and employed security on at least a quarterly basis. The Committee will also assess current practices for the prevention of violent and disruptive behavior and make recommendations regarding best practices. The Committee will review violence prevention training that is provided to all personnel.

Nurses subject to workplace violence shall be provided paid time in compliance with the law and Article 21.6.2 of this Agreement.

21.6 Health and Safety Commitments.

21.6.1 The Employer and Association will work collaboratively together on the following commitments:

- a. A culture that will reduce staff injuries and enhance overall safety and security in the workplace.
- b. Workplace violence prevention.
- c. An assault prevention and protection program for employees that includes training on a regular and ongoing basis.
- d. Continued training for employees regarding personal safety and de-escalation. The training will include trauma-informed care/crisis intervention and de-escalation techniques to address issues including but not limited to physical abuse, verbal aggression, and exposure to sexual conduct. Training will be paid in accordance with the Employer's mandatory education policy.
- e. Assure that streamlined and clear reporting processes exist.

21.6.2 Workplace Violence Response.

- a. The parties recognize that accurate information regarding the reporting of workplace violence is imperative to analyzing trends or patterns to continue to promote a safe workplace. The Employer and the Association will encourage nurses to report all incidents of workplace violence in the following ways:
 - i. Report to nursing leader on shift (Nurse Leader or House Supervisor).
 - ii. Complete Safe2Share.
 - iii. Contact Employee Health, as applicable.
- b. The Employer will recognize the potential of emotional impact of workplace violence. When a violent event occurs on a unit, the victim and/or impacted staff may request a documented debrief and/or that the Employer alert employees of

available resources. The intent of the debrief is to create a safe space for staff to discuss the event. The Nurse Leader will facilitate support and resources for the affected nurse(s).

- c. If, after the debrief, it is deemed that the nurse is unable to continue working, the nurse will be released from duty and paid for the remainder of the shift. If additional time away is needed, the nurse may initiate a leave of absence under PeaceHealth policy.
- d. A nurse who has been assaulted by a patient or that patient's family member or visitor will not be required to assume the assignment of that patient on a future date, without the consent of the nurse, except in cases of emergency.
- e. The Employer will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise their rights under the law.

21.7 No committee to which an RN may be appointed, whether or not expressly mentioned in this article, is authorized to change any provision of this Agreement, without the agreement of both the Association and the Medical Center.

Article 22 – Grievance Procedure

22.1 Grievances which arise during the term of this Agreement will be handled exclusively through this article.

22.2 Definitions:

22.2.1 A "grievance" is defined as any allegation that the Medical Center has breached one or more provisions of this Agreement and that the breach adversely affects the grieving RN and any additional RNs identified in the grievance.

22.2.1.1 Association Grievance: A grievance as defined in 22.2.1, relating to occurrences actually impacting at least five (5) RNs, may be initiated by the Association. Processing of Association grievances will begin at Step 2 of the procedure by filing of a written grievance, signed by a representative of the Association, within 21 days from the date of the occurrence. such grievance shall describe the problem and the contract provision(s) thought to be violated.

22.2.2 As used in this article, the word "days" will mean calendar days.

22.3 Informal Procedure: An RN is encouraged to discuss the subject matter of a grievance with his/her immediate supervisor or department director before the expiration of the period for submitting a formal grievance under 22.4.1.

22.4 Formal Procedure: If resolution is not reached in the Informal Procedure, an RN who wishes to pursue a grievance will follow the following procedure:

22.4.1 Step One: The RN may submit a written grievance to the Medical Center's Human Resources department within 30 days from the date when the RN should have known of the occurrence on which the grievance is based, whether or not the RN has utilized the Informal Procedure under 22.3.

22.4.1.1 The written grievance will describe the alleged breach of this Agreement, the date of the alleged breach, and the Agreement section(s) involved.

22.4.1.2 The grievance will be referred to the RN's immediate supervisor, who will review the matter and answer the grievance in writing. The answer will be sent to the RN and a copy will be emailed to the bargaining unit RN designated by the Association, within 14 days after submission of the grievance to the Human Resources department.

22.4.2 Step Two: If the grievance was submitted as provided above and not resolved to the RN's satisfaction at Step One, the RN may present the grievance in writing to the RN's department director within 14 days following the date the answer was sent at Step One.

22.4.2.1 The department director or his/her designee will then meet to discuss the grievance with the grieving RN and another RN designated by the Association within 14 days of receipt of the Step Two presentation, and will respond in writing to the RN and the RN designated by the Association to receive grievance responses at this level of the procedure. The response will be sent promptly after review of the grievance by the department director or designee, but no later than 14 days after the meeting or, if no meeting has been held, 21 days after receipt of the Step Two presentation.

22.4.3 Step Three: If the grievance was submitted as provided above and not resolved to the RN's satisfaction at Step Two, the grieving RN may make a written request to the Chief Nursing Officer (CNO), or designee for review of the grievance, within 14 days following the date of the response at Step Two.

22.4.3.1 The CNO or his/her designee will then meet to discuss the grievance with the grieving RN and a representative of the Association within 14 days of receipt of the Step Three written request. The CNO or designee will respond in writing to the RN and the Association promptly after review of the grievance, but no later than 14 days after the meeting or, if no meeting has been held, 21 days after receipt of the Step Three written request.

22.4.4 Step Four: If the grievance was submitted as provided above and not resolved to the RN's satisfaction at Step Three, the grieving RN may make a written request to the Hospital Executive, or designee for review of the grievance, within 14 days following the date of the response at Step Three.

22.4.4.1 The Hospital Executive or their designee will then meet to discuss the grievance with the grieving RN and a representative of the Association within 14 days of receipt of the Step Four written request. The Hospital Executive or designee will respond in writing to the RN and the Association promptly after review of the grievance, but no later than 14 days after the meeting or, if no meeting has been held, 21 days after receipt of the Step Four written request.

22.4.5 Optional Grievance Mediation: After the Step 4 response and before a grievance is referred to arbitration, PHSW and WSNA may mutually agree in writing to submit any unresolved grievance to mediation. The parties will seek the services of an FMCS mediator at no cost to the parties. The costs for a mediation room will be borne equally by both parties. At any time during the mediation process either party, through written notice to the other, may terminate the mediation process. If the mediation is terminated WSNA has 21 days to refer the matter to Arbitration from date of termination of the mediation.

22.4.6 Step Five: If the grievance was processed as provided above and not resolved to the grieving RN's and the Association's satisfaction at Step Four, the Association may refer the grievance to arbitration by written notification to the Medical Center's Human Resources department, within 14 days following the date the response was sent at Step Four, of the Association's desire to proceed to arbitration.

22.4.6.1 With respect to disciplinary action grievances, only those involving Step Three written warning or termination may be referred to arbitration. The Step Four decision of the Hospital Executive or designee regarding other disciplinary action grievances will be final and binding on all persons and parties.

22.5 If a grievance is referred to arbitration as provided above, the following will apply:

22.5.1 An arbitrator will be selected from a list furnished by the Federal Mediation and Conciliation Service of seven (7) arbitrators from Oregon or Southwest Washington.

22.5.2 The Association and the Medical Center will alternately strike one name from the list, and the last name remaining will be the arbitrator. The parties will flip a coin to determine who strikes the first name.

22.5.3 The evidence and argument submitted to the arbitrator will not be limited to the evidence and argument submitted at Steps One through Four.

22.5.4 The arbitrator has no authority or right to add to, subtract from, or otherwise change or modify the provisions of this Agreement.

22.5.5 The arbitrator will render a decision within 30 days from the close of the hearing, and the decision will be final and binding on the grievant(s), the Association, and the Medical Center.

22.5.6 Each party will be responsible for its own arbitration expenses, except that the fee and expenses of the arbitrator, and court reporter where applicable, will be divided equally between the Association and the Medical Center.

22.6 If the grievant or Association fails to meet any of their time limits set forth above, the grievance will be deemed resolved by the Medical Center's last determination on the subject. If the Medical Center fails to meet any of its time limits set forth above, the grievant or, where provided under the procedure, the Association may move to the next step in the procedure as if the grievance had been denied at the expiration of the relevant time limit.

22.6.1 With the written agreement of the grievant, the Association, and the Medical Center, time limits set forth above may be waived.

Article 23 – Association Rights

23.1 Access to Premises:

23.1.1 The Association's representative may access non-public, non-patient care areas of the facility for the purpose of contract administration matters when accompanied by an off-duty bargaining unit member and with prior notification to the Medical Center. The Association may use the Employer's meeting rooms that are scheduled through the education department, for the purpose of transacting Association business limited to bargaining unit contract negotiation and contract administration matters in accordance with its NLRB certification. Facility access and use of such rooms will be further subject to Medical Center policies applicable to requests for use by external professional health care-related organizations. The Medical Center may change its policies regarding use of meeting rooms from time to time, and will apply the policies as then in effect to Association meeting room requests on a non-discriminatory basis.

23.1.2 If a meeting room is not available, the Medical Center's Human Resources department will cooperate with the Association in attempting to find alternative meeting space at the Medical Center for the purposes of 23.1.1.

23.1.3 Transaction of Association business on Medical Center premises will be confined exclusively to the provisions of this article and will not occur on the working time of RNs. Communications between RNs on their non-working time in non-working areas are not covered by this paragraph.

23.2 Bulletin Boards:

The Medical Center will designate for Association use a bulletin board no less than 24 x 36 inches in the lounges of each department covered by this Agreement. The materials to be posted by Association

will be limited to contract negotiation and administration matters. Association materials will not be posted in any other place on Medical Center premises.

23.3 Contract Distribution:

23.3.1 The Association will print and be primarily responsible for distribution of the Agreement to currently employed nurses. The printed Agreement will be limited to the provisions agreed upon by the Medical Center and Association. The Association will immediately provide the Medical Center with 25 copies of the printed Agreement and with a sufficient number of copies for distribution to newly hired nurses. The Medical Center will distribute a copy from the latter supply to each newly hired nurse during orientation. The Medical Center may, at its own expense, make additional copies for distribution to Medical Center managers and administrative staff.

23.3.2 Upon request of the Association and its furnishing additional copies of this Agreement, the Medical Center will distribute the copies to bargaining unit RNs.

23.4 Rosters:

23.4.1 The Medical Center will provide the Association each January and July with an electronic spreadsheet listing bargaining unit RNs. This list will contain each employee's name, address, home telephone number, employee identification number, unit, job classification, FTE, grade, rate of pay, date of hire as an RN, and adjusted date of hire for RNs who have been rehired.

23.4.2 Once monthly, the Medical Center shall electronically provide to the Association the information listed above for bargaining unit RNs who were hired, transferred into or out of a bargaining unit position, and/or terminated during the previous month.

23.4.3 Each RN will be responsible for providing the Medical Center with their home address and home telephone number.

Article 24 - Management Rights

24.1 The Association recognizes that the Medical Center has the obligation to provide certain medical and treatment services and related health care within the community. The Association acknowledges that, except as particular matters are specifically limited by this Agreement, the Medical Center has the exclusive right to operate and manage the Medical Center, including but not limited to, the rights to extend, limit, consolidate, or discontinue operations and services, and employment pertaining thereto; to determine the methods and means for providing services; to determine the kind and location of facilities; to administer and control the premises, facilities, utilities, equipment, and supplies; to select, hire, classify, train, orient, promote, transfer, assign, direct, reward, demote, layoff, and supervise RNs; to take corrective action; to determine work schedules; to direct employees and determine job assignments; to formulate, modify, and assess qualifications and standards of performance and attendance; to

determine staffing requirements; and to utilize suppliers, subcontractors, and independent contractors as it determines appropriate, including the right to use traveling, agency, or temporary personnel.

24.1.1 The above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

24.1.2 All matters not covered by the language of this Agreement will be administered by the Medical Center on a unilateral basis consistent with its policies and procedures.

24.2 The Medical Center has the right to establish, change, modify, interpret, or abolish its policies and procedures, subject to the terms of this Agreement.

24.2.1 When provisions of this Agreement establish terms and conditions for a subject that is also addressed in a policy or procedure, the Agreement provisions will be the only ones that apply to RNs.

Article 25 – No Strike/No Lockout

During the term of this Agreement, (a) the Medical Center will not engage in any lockout, and (b) neither the Association nor RNs will engage in any strike, sympathy strike, walkout, slowdown, other interruption of work, picketing of the Medical Center, or interference with the orderly operation of the Medical Center.

Article 26– Savings Clause

26.1 The parties believe that this Agreement complies with applicable state and federal laws.

26.2 This Agreement will be subject to all applicable state and federal laws, present and future, including their pertinent rules and regulations. Should any provision or provisions of this Agreement be mutually determined by the parties or by a court of competent jurisdiction to be unlawful, such determination will not invalidate the remainder of this Agreement.

26.2.1 All other provisions of this Agreement will remain in full force and effect for the life of the Agreement.

26.2.2 In the event of such a determination, the parties will attempt to reach a mutually satisfactory replacement for the provision(s) determined to be unlawful.

Article 27 – Duration

27.1 This Agreement will be effective beginning with the first full pay period after its ratification by both the Association and the Medical Center, except as specifically provided otherwise in the Agreement.

27.2 This Agreement will remain in full force and effect to and including February 28, 2029. If either party to this Agreement desires to amend this Agreement on or after the above expiration date, it must give written notice of such desire to the other party not less than 90 nor more than 120 days in advance of the above expiration date. In the event no such notice is given or the parties do not agree on a new Agreement on or before the above expiration date, this Agreement will terminate on that date unless the parties agree to extend it.

27.3 Sale, Merger, or Transfer. In the event the Medical Center mergers is sold, leased, or otherwise transferred to be operated by another person or firm, the Medical Center shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Medical Center shall comply with all laws and statutory requirements in effect at the time of the sale, merger, or transfer. The Medical Center will also provide notice to the Association of any such sale, lease, or transfer at least ninety (90) days prior to the closing date.

IN WITNESS WHEREOF the Medical Center and Association have executed this agreement as of the _____ day of _____ 2026

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: _____ By: _____

By: _____ By: _____

WASHINGTON STATE NURSES ASSOCIATION

By: 
Sarah Albright (Jun 17, 2026 18:00:49 PDT)
Sarah Albright
Local Unit Bargaining Team Member

By: 
Duncan Camacho (Jun 17, 2026 21:18:19 EDT)
Duncan Camacho
Local Unit Secretary/Treasurer

By: 
Samantha Golden (Jun 17, 2026 18:13:53 PDT)
Sam Golden
Local Unit Bargaining Team Member

By: 
Dawn Marick (Jun 17, 2026 17:46:06 PDT)
Dawn Marick
Local Unit Co-Chair

By: 
Dustin Weddle (Jun 17, 2026 20:02:35 PDT)
Dustin Weddle
Local Unit Bargaining Team Member

By: 
Kelly Ann Skahan
Labor Counsel, WSNA

By: 
Alyssa Boswell (Jun 17, 2026 17:39:46 PDT)
Alyssa Boswell
Local Unit Bargaining Team Member

By: 
Jacob Clark (Jun 17, 2026 18:36:15 PDT)
Jacob Clark
Local Unit Co-Chair

By: 
Mariah Hosseini (Jun 17, 2026 18:23:10 PDT)
Maria Hosseini
Local Unit Bargaining Team Member

By: 
Toutu Rekucki (Jun 17, 2026 17:53:04 PDT)
Toutu Rekucki
Member-At-Large

By: 
Bret Percival (Jun 17, 2026 17:38:41 PDT)
Bret Percival, BSN, RN
Nurse Representative, WSNA

APPENDIX A GRADE PLACEMENT

Job Classification	Current Grade	Proposed Grade
RN Cardiac Device RN Clinic	17	1
RN Home Care RN Home Care WKND RN Hospice RN Hospice PD	19	2
RN Clinical Liaison Hospice RN Hospice Adm/Bene Coord Wknd RN Hospice Admit/Benefits Coord RN Hospice Coordinator RN Hospice House RN Implant Coordinator RN Palliative Care Coordinator	20	3
RN Cardiovascular RN Diagnostic Imaging RN Inpatient RN Inpatient New Grad RN Inpatient PD RN Inpatient RT RN Inpatient WKND RN Lactation Consultant Relief Oncology RN	19	4
RN Cardiology Coordinator RN Case Management Coordinator RN Case Manager RN Case Manager WKND RN Clinical Documentation Spec RN Psych Consultant/Liaison RN Surgical Specialist RN Transfer Coordinator RN Transfer Coordinator WKND RN Wound Care Coordinator	20	5
RN Lactation Program Coordinator RN Navigator RN Team Leader	21	6
RN Program Coordinator STEMI RN Stroke Program Coordinator RN Trauma Coordinator RN Wound and Ostomy	22	7
ARNP	25	8
Lead ARNP	27	9

* All pay rates are effective with the first full pay period beginning after the date noted.

	Starting first full pay period after March 1, 2026								
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9
Base	\$49.78	\$52.95	\$54.65	\$56.92	\$58.64	\$60.50	\$62.14	\$68.26	\$73.25
1	\$50.98	\$54.22	\$55.96	\$58.29	\$60.05	\$61.95	\$63.63	\$69.89	\$75.01
2	\$52.20	\$55.52	\$57.31	\$59.68	\$61.49	\$63.43	\$65.16	\$71.57	\$76.81
3	\$53.45	\$56.86	\$58.68	\$61.12	\$62.97	\$64.96	\$66.72	\$73.29	\$78.65
4	\$54.68	\$58.16	\$60.03	\$62.52	\$64.41	\$66.45	\$68.26	\$74.97	\$80.46
5	\$55.94	\$59.50	\$61.41	\$63.96	\$65.90	\$67.98	\$69.83	\$76.70	\$82.31
6	\$57.22	\$60.87	\$62.83	\$65.43	\$67.41	\$69.54	\$71.43	\$78.46	\$84.20
7	\$58.54	\$62.27	\$64.27	\$66.94	\$68.96	\$71.14	\$73.08	\$80.27	\$86.14
8	\$59.83	\$63.64	\$65.68	\$68.41	\$70.48	\$72.71	\$74.68	\$82.03	\$88.03
9	\$61.15	\$65.04	\$67.13	\$69.91	\$72.03	\$74.31	\$76.33	\$83.84	\$89.97
10	\$62.49	\$66.47	\$68.61	\$71.45	\$73.61	\$75.94	\$78.01	\$85.68	\$91.95
11	\$63.27	\$67.30	\$69.46	\$72.35	\$74.53	\$76.89	\$78.98	\$86.75	\$93.10
12	\$64.06	\$68.14	\$70.33	\$73.25	\$75.47	\$77.85	\$79.97	\$87.84	\$94.26
13	\$64.86	\$69.00	\$71.21	\$74.17	\$76.41	\$78.82	\$80.97	\$88.94	\$95.44
14	\$65.67	\$69.86	\$72.10	\$75.09	\$77.36	\$79.81	\$81.98	\$90.05	\$96.63
15	\$66.49	\$70.73	\$73.00	\$76.03	\$78.33	\$80.81	\$83.01	\$91.17	\$97.84
16	\$67.33	\$71.62	\$73.92	\$76.98	\$79.31	\$81.82	\$84.04	\$92.31	\$99.07
17	\$68.17	\$72.51	\$74.84	\$77.94	\$80.30	\$82.84	\$85.09	\$93.47	\$100.30
18	\$69.02	\$73.42	\$75.78	\$78.92	\$81.31	\$83.88	\$86.16	\$94.64	\$101.56
19	\$69.88	\$74.34	\$76.72	\$79.90	\$82.32	\$84.92	\$87.23	\$95.82	\$102.83
20	\$70.76	\$75.26	\$77.68	\$80.90	\$83.35	\$85.99	\$88.32	\$97.02	\$104.11
21	\$71.64	\$76.21	\$78.65	\$81.92	\$84.39	\$87.06	\$89.43	\$98.23	\$105.41
22	\$72.54	\$77.16	\$79.64	\$82.94	\$85.45	\$88.15	\$90.55	\$99.46	\$106.73
23	\$73.44	\$78.12	\$80.63	\$83.98	\$86.52	\$89.25	\$91.68	\$100.70	\$108.07
24	\$74.36	\$79.10	\$81.64	\$85.03	\$87.60	\$90.37	\$92.82	\$101.96	\$109.42
25	\$75.29	\$80.09	\$82.66	\$86.09	\$88.69	\$91.50	\$93.98	\$103.23	\$110.78
26	\$75.29	\$80.09	\$82.66	\$86.09	\$88.69	\$91.50	\$93.98	\$103.23	\$110.78
27	\$75.29	\$80.09	\$82.66	\$86.09	\$88.69	\$91.50	\$93.98	\$103.23	\$110.78
28	\$75.29	\$80.09	\$82.66	\$86.09	\$88.69	\$91.50	\$93.98	\$103.23	\$110.78
29	\$75.29	\$80.09	\$82.66	\$86.09	\$88.69	\$91.50	\$93.98	\$103.23	\$110.78
30	\$75.29	\$80.09	\$82.66	\$86.09	\$88.69	\$91.50	\$93.98	\$103.23	\$110.78
31	\$75.29	\$80.09	\$82.66	\$86.09	\$88.69	\$91.50	\$93.98	\$103.23	\$110.78
32	\$75.29	\$80.09	\$82.66	\$86.09	\$88.69	\$91.50	\$93.98	\$103.23	\$110.78

	Starting first full pay period after March 1, 2027								
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9
Base	\$51.52	\$54.81	\$56.57	\$58.91	\$60.69	\$62.61	\$64.32	\$70.64	\$75.81
1	\$52.76	\$56.12	\$57.92	\$60.33	\$62.15	\$64.12	\$65.86	\$72.34	\$77.63
2	\$54.03	\$57.47	\$59.31	\$61.77	\$63.64	\$65.65	\$67.44	\$74.08	\$79.49
3	\$55.32	\$58.85	\$60.74	\$63.26	\$65.17	\$67.23	\$69.06	\$75.85	\$81.40
4	\$56.59	\$60.20	\$62.13	\$64.71	\$66.67	\$68.78	\$70.65	\$77.60	\$83.27
5	\$57.90	\$61.59	\$63.56	\$66.20	\$68.20	\$70.36	\$72.27	\$79.38	\$85.19
6	\$59.23	\$63.00	\$65.02	\$67.72	\$69.77	\$71.98	\$73.93	\$81.21	\$87.15
7	\$60.59	\$64.45	\$66.52	\$69.28	\$71.38	\$73.63	\$75.63	\$83.08	\$89.15
8	\$61.92	\$65.87	\$67.98	\$70.80	\$72.95	\$75.25	\$77.30	\$84.90	\$91.11
9	\$63.29	\$67.32	\$69.48	\$72.36	\$74.55	\$76.91	\$79.00	\$86.77	\$93.12
10	\$64.68	\$68.80	\$71.01	\$73.95	\$76.19	\$78.60	\$80.74	\$88.68	\$95.17
11	\$65.49	\$69.66	\$71.90	\$74.88	\$77.14	\$79.58	\$81.75	\$89.79	\$96.36
12	\$66.30	\$70.53	\$72.79	\$75.81	\$78.11	\$80.58	\$82.77	\$90.91	\$97.56
13	\$67.13	\$71.41	\$73.70	\$76.76	\$79.08	\$81.58	\$83.80	\$92.05	\$98.78
14	\$67.97	\$72.30	\$74.63	\$77.72	\$80.07	\$82.60	\$84.85	\$93.20	\$100.02
15	\$68.82	\$73.21	\$75.56	\$78.69	\$81.07	\$83.64	\$85.91	\$94.36	\$101.27
16	\$69.68	\$74.12	\$76.50	\$79.68	\$82.09	\$84.68	\$86.98	\$95.54	\$102.53
17	\$70.55	\$75.05	\$77.46	\$80.67	\$83.11	\$85.74	\$88.07	\$96.74	\$103.81
18	\$71.44	\$75.99	\$78.43	\$81.68	\$84.15	\$86.81	\$89.17	\$97.95	\$105.11
19	\$72.33	\$76.94	\$79.41	\$82.70	\$85.20	\$87.90	\$90.29	\$99.17	\$106.43
20	\$73.23	\$77.90	\$80.40	\$83.74	\$86.27	\$88.99	\$91.42	\$100.41	\$107.76
21	\$74.15	\$78.87	\$81.41	\$84.78	\$87.35	\$90.11	\$92.56	\$101.67	\$109.10
22	\$75.07	\$79.86	\$82.42	\$85.84	\$88.44	\$91.23	\$93.72	\$102.94	\$110.47
23	\$76.01	\$80.86	\$83.45	\$86.91	\$89.54	\$92.37	\$94.89	\$104.22	\$111.85
24	\$76.96	\$81.87	\$84.50	\$88.00	\$90.66	\$93.53	\$96.07	\$105.53	\$113.25
25	\$77.93	\$82.89	\$85.55	\$89.10	\$91.80	\$94.70	\$97.27	\$106.85	\$114.66
26	\$77.93	\$82.89	\$85.55	\$89.10	\$91.80	\$94.70	\$97.27	\$106.85	\$114.66
27	\$77.93	\$82.89	\$85.55	\$89.10	\$91.80	\$94.70	\$97.27	\$106.85	\$114.66
28	\$77.93	\$82.89	\$85.55	\$89.10	\$91.80	\$94.70	\$97.27	\$106.85	\$114.66
29	\$77.93	\$82.89	\$85.55	\$89.10	\$91.80	\$94.70	\$97.27	\$106.85	\$114.66
30	\$77.93	\$82.89	\$85.55	\$89.10	\$91.80	\$94.70	\$97.27	\$106.85	\$114.66
31	\$77.93	\$82.89	\$85.55	\$89.10	\$91.80	\$94.70	\$97.27	\$106.85	\$114.66
32	\$77.93	\$82.89	\$85.55	\$89.10	\$91.80	\$94.70	\$97.27	\$106.85	\$114.66

	Starting first full pay period after March 1, 2028								
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9
Base	\$53.33	\$56.72	\$58.55	\$60.97	\$62.82	\$64.80	\$66.57	\$73.12	\$78.47
1	\$54.61	\$58.09	\$59.95	\$62.44	\$64.33	\$66.36	\$68.16	\$74.87	\$80.35
2	\$55.92	\$59.48	\$61.39	\$63.94	\$65.87	\$67.95	\$69.80	\$76.67	\$82.28
3	\$57.26	\$60.91	\$62.86	\$65.47	\$67.45	\$69.58	\$71.48	\$78.51	\$84.25
4	\$58.58	\$62.31	\$64.31	\$66.98	\$69.00	\$71.18	\$73.12	\$80.31	\$86.19
5	\$59.92	\$63.74	\$65.79	\$68.52	\$70.59	\$72.82	\$74.80	\$82.16	\$88.17
6	\$61.30	\$65.21	\$67.30	\$70.09	\$72.21	\$74.49	\$76.52	\$84.05	\$90.20
7	\$62.71	\$66.71	\$68.85	\$71.70	\$73.87	\$76.21	\$78.28	\$85.98	\$92.27
8	\$64.09	\$68.17	\$70.36	\$73.28	\$75.50	\$77.88	\$80.00	\$87.88	\$94.30
9	\$65.50	\$69.67	\$71.91	\$74.89	\$77.16	\$79.60	\$81.76	\$89.81	\$96.38
10	\$66.94	\$71.21	\$73.49	\$76.54	\$78.86	\$81.35	\$83.56	\$91.79	\$98.50
11	\$67.78	\$72.10	\$74.41	\$77.50	\$79.84	\$82.37	\$84.61	\$92.93	\$99.73
12	\$68.63	\$73.00	\$75.34	\$78.47	\$80.84	\$83.40	\$85.66	\$94.09	\$100.98
13	\$69.48	\$73.91	\$76.28	\$79.45	\$81.85	\$84.44	\$86.74	\$95.27	\$102.24
14	\$70.35	\$74.83	\$77.24	\$80.44	\$82.88	\$85.49	\$87.82	\$96.46	\$103.52
15	\$71.23	\$75.77	\$78.20	\$81.45	\$83.91	\$86.56	\$88.92	\$97.67	\$104.81
16	\$72.12	\$76.72	\$79.18	\$82.46	\$84.96	\$87.64	\$90.03	\$98.89	\$106.12
17	\$73.02	\$77.68	\$80.17	\$83.50	\$86.02	\$88.74	\$91.15	\$100.12	\$107.45
18	\$73.94	\$78.65	\$81.17	\$84.54	\$87.10	\$89.85	\$92.29	\$101.38	\$108.79
19	\$74.86	\$79.63	\$82.19	\$85.60	\$88.19	\$90.97	\$93.45	\$102.64	\$110.15
20	\$75.80	\$80.63	\$83.21	\$86.67	\$89.29	\$92.11	\$94.62	\$103.93	\$111.53
21	\$76.74	\$81.63	\$84.25	\$87.75	\$90.40	\$93.26	\$95.80	\$105.23	\$112.92
22	\$77.70	\$82.65	\$85.31	\$88.85	\$91.53	\$94.43	\$97.00	\$106.54	\$114.33
23	\$78.67	\$83.69	\$86.37	\$89.96	\$92.68	\$95.61	\$98.21	\$107.87	\$115.76
24	\$79.66	\$84.73	\$87.45	\$91.08	\$93.84	\$96.80	\$99.44	\$109.22	\$117.21
25	\$80.65	\$85.79	\$88.55	\$92.22	\$95.01	\$98.01	\$100.68	\$110.59	\$118.67
26	\$80.65	\$85.79	\$88.55	\$92.22	\$95.01	\$98.01	\$100.68	\$110.59	\$118.67
27	\$80.65	\$85.79	\$88.55	\$92.22	\$95.01	\$98.01	\$100.68	\$110.59	\$118.67
28	\$80.65	\$85.79	\$88.55	\$92.22	\$95.01	\$98.01	\$100.68	\$110.59	\$118.67
29	\$80.65	\$85.79	\$88.55	\$92.22	\$95.01	\$98.01	\$100.68	\$110.59	\$118.67
30	\$80.65	\$85.79	\$88.55	\$92.22	\$95.01	\$98.01	\$100.68	\$110.59	\$118.67
31	\$80.65	\$85.79	\$88.55	\$92.22	\$95.01	\$98.01	\$100.68	\$110.59	\$118.67
32	\$80.65	\$85.79	\$88.55	\$92.22	\$95.01	\$98.01	\$100.68	\$110.59	\$118.67

APPENDIX B – LETTER OF UNDERSTANDING RE SPECIALTY RN TRAINING PROGRAMS AND TRAINING AGREEMENT

This letter of understanding is entered into by and between PeaceHealth Southwest Medical Center (“PHSW”) and Washington State Nurses Association (“Association”) regarding Specialty RN Training Programs to train experienced RNs and new graduate RNs in specialty areas (OR, Mother Baby Unit, NICU, Critical Care and ED).

A. Specialty RN Training Program

1. PHSW will provide a training program for the benefit of selected nurses designed by the certifying body of the specific specialty. The formal training program will take approximately six months (ten months for OR plus an additional six months of expanded clinical experience on day shift under close supervision) and will be a combination of didactic and precepted clinical time.

2. The criteria for selection for the program will be as follows:

- a. Previous nursing experience or new RN grads will be considered.
- b. Last two years of performance appraisals, if available, utilizing only the values and performance characteristics scores of the PHSW evaluations for internal applicants,
- c. Structured team interview process, including management, Staff RNs, and other team members from the specific specialty area on the interview team,
- d. Seniority (tie breaker, all else being equal).

3. Nurses selected for this program will sign a contract (as attached) which will obligate them to work in the specialty area for which they are hired for 3,640 hours at a minimum .6 FTE from successful completion of the training program orientation. Failure to fulfill the hours requirement will require that the RN reimburse PHSW for \$10,000 of education expenses. This amount will be prorated based on the worked hours (including PTO used) in the specialty area for which the RN was hired.

4. Leaving the Program:

- a. Should either PHSW or the nurse determine this program is not a good fit for the RN during the first three months of training, the RN will not be expected to reimburse PHSW for the training.
- b. If the nurse determines this program is not a good fit for the nurse during the remaining period of training, the RN will be expected to reimburse PHSW for \$10,000 of education expenses, unless the RN thereafter completes one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for a participating RN, PHSW will return the nurse to his or her previous unit (if RN is not a new hire and a position is available), assist the nurse in finding another vacant position at PHSW, or place the RN in the Resource Pool if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that the nurse remains thus employed with PHSW.

- c. If PHSW determines that the program is not a good fit for the nurse during any part of the training program, the nurse will not be expected to reimburse PHSW for the training.
5. PHSW may discontinue this training program by giving notice in writing to Association.

APPENDIX C
SPECIALTY RN TRAINING PROGRAM AGREEMENT

DATE:

PARTIES: PeaceHealth Southwest Medical Center (PHSW)

and

Beneficiary

SUBJECT: To set forth the terms and conditions under which PHSW will allow Beneficiary to participate in PHSW's Specialty RN Training Program in exchange for Beneficiary's agreement to work for PHSW for a specified period after the conclusion of the training.

WHEREAS, Beneficiary has received a nursing license in the State of Washington and will provide valuable services as an employee; and

WHEREAS, Beneficiary desires to participate in PHSW's Specialty RN Training Program for the benefit of Beneficiary, which will include up to six months (ten months for OR) of didactic and clinical training; and

WHEREAS, PHSW has agreed to provide the Training Program to Beneficiary as an educational opportunity (the cost of which to PHSW for the benefit of Beneficiary is agreed by the parties to be not less than \$10,000), in consideration of Beneficiary's agreeing to participate in the Training Program as set forth in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. This agreement will commence on _____, and will terminate on the first to occur of the following:
 - (a) Upon the Beneficiary having worked or having been available to work in the _____ (fill in specialty department name) Department for 3,640 hours at a minimum .6 FTE following successful completion of the orientation period;
 - (b) The death of the Beneficiary;
 - (c) The prolonged or permanent disability of Beneficiary; or
 - (d) Involuntary termination of Beneficiary.
2. Beneficiary agrees to complete the Training Program within the time frame specified and to work in the PHSW Specialty Department named above until the hours requirement is fulfilled. If at any time during that combined period, Beneficiary withdraws from participation in the Training Program or the Specialty Department named above work (except for the reasons

specified in 1 above), Beneficiary will reimburse PHSW for the full \$10,000 cost of the Training Program in accordance with the following:

- (a) Should either PHSW or Beneficiary determine this program is not a good fit for Beneficiary during the first three months of training, Beneficiary will not be expected to reimburse PHSW for the training.
 - (b) If Beneficiary determines this program is not a good fit for Beneficiary during the remaining months of training, Beneficiary will be expected to reimburse PHSW for \$10,000 of education expenses, unless Beneficiary thereafter completes one year of .6 or higher status hours of employment with PHSW under the next sentence, without a break in service. If it is determined the program is not a good fit for Beneficiary, PHSW will return Beneficiary to Beneficiary's previous unit (if Beneficiary is not a new hire and a position is available), assist Beneficiary in finding another vacant position at PHSW, or place Beneficiary in the Resource Pool if no other suitable position is available. The reimbursement amount will be prorated based on the full months within the one-year period that Beneficiary remains thus employed with PHSW.
 - (c) If Beneficiary determines this program is not a good fit for Beneficiary after the end date of the training program and before completing 3,640 hours worked from that end date as a .6 or higher FTE RN in the PHSW Specialty Department named above, Beneficiary will be expected to reimburse PHSW for \$ 10,000 of education expenses. This amount will be prorated based on the number of worked hours (including PTO used) in the PHSW Surgery Department.
 - (d) If PHSW determines that the program is not a good fit for Beneficiary during any part of the training program, the nurse will not be expected to reimburse PHSW for this training.
3. Beneficiary acknowledges that participation in the program is for Beneficiary's benefit. Beneficiary will arrange with PHSW's Human Resources Department for the payment of the reimbursement amount owed. Failure to make mutually accepted payment arrangements will not in any way release Beneficiary from the obligation to pay PHSW the remaining reimbursement amount.
 4. Agreement. Beneficiary acknowledges having read and agreeing to the terms and conditions of this agreement. Beneficiary understands that this is not an employment agreement between the employee and PHSW.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written above.

PEACEHEALTH SOUTHWEST MEDICAL CENTER

BY: _____
Human Resources

Date: _____

BY: _____ Date: _____

BENEFICIARY:

_____ Date: _____

Name (Print) _____

APPENDIX C (cont.)

WSNA uses an Assignment Despite Objection/Staffing Complaint Form (ADO/SCF) that is revised from time to time. WSNA will provide, prior to its implementation, a copy of the ADO to the Chief Nursing Officer (CNO) and the Conference Committee.

APPENDIX D
WSNA WEEKEND BONUS AUTHORIZATION – rev. 6/06/2024

Employee #: _____ **Name (Please print):** _____

Department Name: _____ **Manager Approval:** _____

When a non-exempt full-time or part-time RN works two (2) consecutive weekends, the RN will be paid an hourly weekend bonus for the hours worked on the extra weekend.

A weekend shift is for this purpose is defined as a shift (other than a standby/on-call shift) of at least eight (8) hours in which the majority of the hours worked are between 12 a.m. Saturday and 11:59 p.m. the following Sunday.

The following will not be counted toward eligibility for a weekend bonus:

- Weekend shifts worked as a result of pre-approved trades or substitutions;
- The next regularly scheduled weekend will not be eligible for the weekend bonus.; or
- Work on weekend standby/on-call shifts.

The amount of the weekend bonus will be the number of weekend shift hours worked that are eligible for the weekend bonus multiplied by \$12.00.

Weekend shift hours that an RN has been scheduled to work and that would be eligible for weekend bonus if not decreased due to low census time, will be subject to the following:

- The hourly weekend bonus for those low census time hours, if the RN is placed on standby/on-call status during the low census time; or
- Two hours of weekend bonus, if the RN is not placed on standby/on-call status.

EIB and PTO (except when used in lieu of LC) or other pay for time not worked are not considered hours worked and, therefore, may not be included as eligible hours toward bonus.

Weekend Bonus Calculation:

Weekend bonus shifts	Date	Shift Length	\$12.00/hour	Bonus earned
Add'l shift worked or LC Standby/On-Call			X \$12.00	=
Add'l shift worked or LC Standby/On-Call			X \$12.00	=
Add'l shift worked or LC Standby/On-Call			X \$12.00	=
Add'l shift worked or LC Standby/On-Call			X \$12.00	=

APPENDIX E

Scheduling Period Start Date	Scheduling Period End Date	Preference given to Seniority for PTO requests submitted between:		Preference given to earliest submitted requests for PTO requests submitted between:	
3/8/2026	4/18/2026	3/8/2025	9/8/2025	9/9/2025	2/8/2026
4/19/2026	5/30/2026	4/19/2025	10/19/2025	10/20/2025	3/22/2026
5/31/2026	7/11/2026	5/31/2025	11/30/2025	12/1/2025	5/3/2026
7/12/2026	8/22/2026	7/12/2025	1/12/2026	1/13/2026	6/14/2026
8/23/2026	10/3/2026	8/23/2025	2/23/2026	2/24/2026	7/26/2026
10/4/2026	11/14/2026	10/4/2025	4/4/2026	4/5/2026	9/6/2026
11/15/2026	12/26/2026	11/15/2025	5/15/2026	5/16/2026	10/18/2026
12/27/2026	2/6/2027	12/27/2025	6/27/2026	6/28/2026	11/29/2026
2/7/2027	3/20/2027	2/7/2026	8/7/2026	8/8/2026	1/10/2027
3/21/2027	5/1/2027	3/21/2026	9/21/2026	9/22/2026	2/21/2027
5/2/2027	6/12/2027	5/2/2026	11/2/2026	11/3/2026	4/4/2027
6/13/2027	7/24/2027	6/13/2026	12/13/2026	12/14/2026	5/16/2027
7/25/2027	9/4/2027	7/25/2026	1/25/2027	1/26/2027	6/27/2027
9/5/2027	10/16/2027	9/5/2026	3/5/2027	3/6/2027	8/8/2027
10/17/2027	11/27/2027	10/17/2026	4/17/2027	4/18/2027	9/19/2027
11/28/2027	1/8/2028	11/28/2026	5/28/2027	5/29/2027	10/31/2027
1/9/2028	2/19/2028	1/9/2027	7/9/2027	7/10/2027	12/12/2027
2/20/2028	4/1/2028	2/20/2027	8/20/2027	8/21/2027	1/23/2028
4/2/2028	5/13/2028	4/2/2027	10/2/2027	10/3/2027	3/5/2028
5/14/2028	6/24/2028	5/14/2027	11/14/2027	11/15/2027	4/16/2028
6/25/2028	8/5/2028	6/25/2027	12/25/2027	12/26/2027	5/28/2028
8/6/2028	9/16/2028	8/6/2027	2/6/2028	2/7/2028	7/9/2028
9/17/2028	10/28/2028	9/17/2027	3/17/2028	3/18/2028	8/20/2028
10/29/2028	12/9/2028	10/29/2027	4/29/2028	4/30/2028	10/1/2028
12/10/2028	1/20/2029	12/10/2027	6/10/2028	6/11/2028	11/12/2028
1/21/2029	3/3/2029	1/21/2028	7/21/2028	7/22/2028	12/24/2028
3/4/2029	4/14/2029	3/4/2028	9/4/2028	9/5/2028	2/4/2029

MEMORANDUM OF UNDERSTANDING ONE

Severance Benefits

PeaceHealth Southwest (“PHSW”) and Washington State Nurses Association (“Association”) hereby agree as follows:

1. PeaceHealth has a system-wide Severance Policy (“Policy”). Under the terms of this Memorandum of Agreement Nurses covered by this collective bargaining agreement (“Agreement”) with PHSW are eligible to receive benefits under the most current Policy in effect, in accordance with the terms of that Policy.
2. The parties specifically agree that the provisions of the Policy are subject to the right of PeaceHealth and/or PHSW in its sole discretion to unilaterally modify any provision of the Policy or unilaterally terminate or reinstate the Policy at any time.
4. The parties agree that a nurse, after having been notified of elimination of his/her position, may elect to receive severance benefits in accordance with the terms of the Policy. Nurses must make this election in writing within seven (7) calendar days after having received notice of elimination of their position. Failure to satisfy this requirement shall result in forfeiture of the opportunity to elect severance benefits.
5. The election described in Paragraph 4 above is not available in the event of a reduction of hours worked or a reduction in FTE status. A nurse’s receipt of severance benefits is conditioned on the nurse’s termination of employment.
6. Under the terms of the Policy, severance benefits are available to an employee in the event of a termination of employment resulting from position elimination or reduction in force, with no opportunity for recall. Under the terms of the parties’ Agreement, however, nurses who are subject to layoff have recall rights pursuant to Section 10.3. The parties agree that a nurse’s election to receive severance benefits in accordance with the terms of the Policy shall constitute a waiver by the nurse of any of the recall rights described in Section 10.3 of the parties’ Agreement.

MEMORANDUM OF UNDERSTANDING
Professional Nurse Advancement Program (PNAP)

PeaceHealth Southwest Medical Center (the “Medical Center”) and the Association are committed to the professional development, satisfaction, recruitment, and retention of nursing staff. The Professional Nurse Advancement Program (PNAP) is designed to provide staff nurses more opportunity to grow and advance professionally. Therefore, the parties agree to develop and implement the agreed upon PNAP and the following terms:

1. Participation. All WSNA represented nurses in Grades 2, 3, 4, and Case Managers in Grade 5, and RN Wound & Ostomy Nurses in Grade 7, who spend over 50% of their time in Direct Patient Care activities will be eligible to participate in the PNAP. This includes all Per Diem and Relief nurses that are in compliance with their availability requirements. Once certified/recertified, the RN will maintain their level for not less than period of two (2) years, but can submit an application for a higher level during the application period.

2. Composition of PNAP Network Review Council. The Network Council is responsible for reviewing the applications from all nurses applying for PNAP in the Columbia Network Hospitals, as well as reviewing the evaluation of PNAP from each Medical Center. The Network Council will include a maximum of five (5) members from St. John Medical Center, two (2) of whom will be chosen by the Union, and a maximum of ten (10) members from Southwest Medical Center, three (3) of whom will be chosen by the Union. Council members will be selected from a pool of volunteers unless otherwise selected by the Union.

3. Paid time for PNAP Review Committees. All time spent by all council members to oversee the program, including review of applications and appeals, shall be paid at the nurse’s straight time rate of pay. Nurses will be relieved of all clinical duties to facilitate their attendance at the PNAP Council and Review Council meetings.

4. Levels of the Program.

- RN 1 – New Grad: from completion of orientation period to graduation from residency program. At this point advancement to RN 2 is automatic.
- RN 2 – (competent)
- RN 3 – (proficient/expert) (\$2 per hour)
- RN 4 – (expert) (\$3 per hour)
- RN 5 – (specialist) (\$5 per hour)

PNAP pay is in addition to differentials outlined in the contract such as certification BSN, MSN.

5. Program review process. The PNAP will be reviewed at least every two years by the designated Shared Governance Councils and that evaluation shall be provided to the WSNA Conference Committee. Discipline will not be an automatic bar to placement on the program and approval by a nurse's manager will not be a requirement for placement in the program.

6. PNAP pay rates will be effective the first full pay period following implementation for current participants.

7. Professional nurse levels will not be used either as a criterion in job postings (pursuant to Article 13.2), nor will any bargaining unit jobs be posted for any particular professional nurse level.

MEMORANDUM OF UNDERSTANDING
Short-Term Compensation

Where there is an shortage of nurses in a unit or units and the Employer wishes to address the situation by providing additional compensation, at its discretion, on a temporary basis, the Employer will notify the union seven (7) days prior to offering the short-term compensation to the nurses. The Association further agrees not to reject any reasonable proposals.

LETTER OF UNDERSTANDING
Compensation for Extra Shift (CES) Program

The purpose of the Compensation for Extra Shift (CES) program shall be to ensure an adequate number of qualified skilled RNs to provide safe patient care during known high census, acuity peaks, or higher than expected vacancies. The intent is to use PHSW's own qualified RNs to augment staffing.

A CES differential of \$27.00 per hour may be paid to any RN who is eligible for the differential for any shift designated by the Employer as a CES-eligible shift. Whenever possible, CES shifts will be posted for pre-planned shifts at least 72 hours in advance of the start-time.

Eligibility:

CES will be paid only during shifts that have been designated as CES eligible.

To qualify for CES pay, RNs must work their FTE status during the same pay period they worked CES. Low census hours (both mandatory and voluntary) and protected or pre-scheduled approved PTO shall count towards work status hours for CES eligibility.

Per Diem/Relief RN must work two shifts at straight time/holiday pay in the current pay period before they can be eligible for CES in the current pay period to be eligible for CES pay.

Once a nurse is placed on the schedule with CES pay, the nurse has the same work obligations for that shift as for any other scheduled shift.

RNs shall be limited to working no more than 48 CES hours in a pay period. With approval by the CNO (or designee), the cap may be removed for an upcoming pay period, depending upon operational need.

For emergent CES shifts only, the RN must report within one hour of the request for CES and work the remainder of the designated shift.

CES may be offered for shifts less than four (4) hours in length if operations determine there is a critical need to ensure coverage for a partial shift.

MEMORANDUM OF UNDERSTANDING -- MANDATORY LOW CENSUS

PeaceHealth Southwest Medical Center (the "Medical Center") and the Association are committed to a fair and equitable system of mandatory low census rotation. The parties also recognize that a system of low census rotation based on the number of hours the nurse has been assigned mandatory low census as a percentage of the nurse's total regularly scheduled hours may provide a more fairness and equity than the low census rotation set forth in the Parties' agreement. At the same time, the Parties recognize that adoption of such a system requires extensive revamping of existing systems and adoptions of new technologies, which would take significant time to complete. Therefore, the parties agree to the following terms:

1. During the term of this Agreement, the Parties will collaborate on developing a new system of low census rotation based on the number of hours the nurse has been assigned mandatory low census as a percentage of the nurse's total regularly scheduled hours.
2. The Parties will address, at a minimum, ensuring that nurses have a means to check their percentage of low census, how to address nurses who transfer to a new unit during a low census measuring period, and a method for nurses to alert the Medical Center of any concerns with the percentage calculation or their relative placement on the list.
3. The Parties will work with the Centralized Staffing and Timekeeping Office (CSTO) to ensure that any agreed-upon system can reasonably be implemented and what the timeline for such implementation will be.
4. Upon full agreement by both Parties, the new low census rotation system will be implemented.
5. After the new low census rotation system is implemented, the parties may explore ways to limit the amount of low census that a nurse will be assigned in any measuring period beyond the pilot program established in Paragraph 6 below. Upon mutual agreement between the parties, such methods may be implemented and/or replace the pilot program prior to contract expiration.
6. **Mandatory low census maximum pilot program.** During the term of the 2026-29 Agreement, the Employer will limit the assignment of mandatory low census to regularly scheduled nurses in Ray Hickey Hospice House to a maximum of ninety-six (96) regularly scheduled hours for each six-month measuring period, subject to the following:
 - a. Hours count toward the mandatory low census maximum ("Maximum") when low census is assigned by the Employer and results in the RN not meeting their FTE for the pay period. Voluntary low census, including as defined in paragraph (b), shall not count toward low census maximum.
 - b. Low census hours will be considered voluntary and will not count toward the Maximum if a nurse declines an opportunity to work during the scheduled shift for which the nurse has been called off under 10.5.5.2. Nurses must be personally contacted during the first half of their shift and decline an opportunity to work for hours to be reclassified under this section.
 - c. In determining whether the Maximum is reached at any point during such measuring period, all hours worked in excess of a nurse's assigned FTE will be deemed to offset the equivalent number of mandatory low census hours.

d. In the event that one or more nurses on a unit and shift approach the Maximum, the Employer may, notwithstanding clause 10.5.2(g) above, assign low census to assure equitable distribution among all nurses on the unit and shift.

**WASHINGTON STATE NURSES ASSOCIATION
AND
PEACEHEALTH SOUTHWEST**

MEMORANDUM OF UNDERSTANDING – SHIFT DIFFERENTIAL

This memorandum of understanding is entered into and between Peace Health Southwest (PHSW) and the Washington State Nurses Association (WSNA). All existing contractual provisions shall apply unless otherwise provided for herein.

The purpose of this memorandum is to memorialize the understanding reached between PHSW and WSNA regarding March 2025 changes to shift differential payments.

- Within 60 days of ratification of this Agreement, the Employer will issue lump sum retroactive shift differential earnings payments to RNs denied evening shift differential for hours worked between 3 p.m. and 11 p.m. according to the terms in Article 14.2 of the 2024-26 Agreement during the period beginning February 23, 2025, through the effective date of the 2026-29 Agreement.
- The Employer will provide the Association with a list of nurses receiving lump sums and the amount paid within one full pay period of issuing lump sum payments. Within ten business days of receiving confirmation of lump sum payments, WSNA will withdraw existing grievances concerning the March 2025 changes to shift differential payments.

WSNA

PHSW



6/17/2026

Bret Percival
WSNA Representative

Tanya Shanks-Connors
CNO, PeaceHealth Southwest

Date

MEMORANDUM OF UNDERSTANDING – Emergency Department 3:00 p.m. to 3:00 a.m. Shift

PeaceHealth Southwest Medical Center (the “Medical Center”) and the Association recognize that changes to the payment of shift differentials will result in that Emergency Department RNs who have a regular schedule of 3:00 p.m. to 3:00 a.m. will be paid the evening shift differential for all hours worked. It is the intent of the parties that Emergency Department RNs who have a regular schedule of 3:00 p.m. to 3:00 a.m. be compensated equivalent to a night shift differential for all hours worked.

Therefore, for the term of the 2026-29 Agreement, the Parties agree to the following:

7. RNs hired into a schedule of 3:00 p.m. to 3:00 a.m. in the emergency department will be placed into a separate position with a base rate set \$5.25 per hour higher at each step, which represents the difference between the evening shift and night shift differentials.
8. Nurses hired into this schedule will continue to receive the evening shift differential (\$2.50/hour) for all hours worked, in addition to the \$5.25 higher base rate.
9. If at some point during the term of the 2026-29 Agreement the Medical Center is able to identify a more favorable solution to this issue, it will notify the Association, and the parties can then implement any different solution upon mutual agreement.
10. RNs who are not hired into this schedule, but who work a 3:00 p.m. to 3:00 a.m. in the ED, will receive the evening shift differential, in addition to any other incentives which may apply.