

MEMORANDUM OF UNDERSTANDING

Palliative Care Nurses

Washington State Nurses Association (“WSNA” or “Association”) and PeaceHealth St. Joseph Medical Center (“Medical Center” or “Employer”) (collectively, “Parties”) hereby agree to the following terms and conditions for all Palliative Care Registered Nurses and Palliative Care Outpatient Coordinator Registered Nurses (“Palliative Care Nurses”) employed by the Medical Center:

1. The Medical Center recognizes that all Palliative Care Nurses have been certified by the National Labor Relations Board as represented by the Association in the existing Registered Nurse bargaining unit at the Medical Center.
2. Except as delineated below, the Collective Bargaining Agreement (“CBA”) applies to Palliative Care Nurses:

7.1 Work Period and Day. The normal work period consists of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The normal work day consists of eight (8) hours or ten (10) hours plus an unpaid meal period of one-half (1/2) hour, at the nurses discretion. Nurses shall remain available by cell phone from the beginning of their work day until the end of their work day, unless released as discussed above.

If a nurse believes they will work consistently above their FTE the nurse should contact their supervisor to discuss how to effectively mitigate excess hours. Nurses are responsible for submitting timecards demonstrating their FTE via the Employer’s timekeeping system.

7.3 Definition of Overtime. Full-time and regular part-time Palliative Care Nurses shall be treated as exempt under the FLSA. The parties agree to review and discuss Palliative Care Nurses’ status as exempt employees during negotiations for the next term of their collective bargaining agreement. Exempt salary covers all hours worked, including attendance at staff, department, and committee meetings.

7.15 Floating. Palliative Care Nurses shall not be mandatorily floated outside the Palliative Care department. In-patient and out-patient palliative care shall be treated as a closed clinical grouping.

8.1 Wage Rates. Full-time and regular part-time Palliative Care Nurses covered by this Agreement shall be treated as exempt under the FLSA and paid on a salary basis according to the hourly wage rates in Appendix B. Overtime pay and premium pay will not be paid to Palliative Care Nurses except the following premiums: PNAP pay, 8.7 Certification Differential, 8.8 B.S.N. and M.S.N. Differential. Per diem Palliative Care Nurses shall be treated as non-exempt workers under the FLSA and paid according to the terms of the Collective Bargaining Agreement between the Parties.

8.10 Mileage. When a nurse covered by this Agreement is required by the Employer to use the nurse's personal vehicle to perform patient care services, the nurse shall be considered in the employ of the Employer, all provisions of this Agreement shall apply, and the nurse shall be reimbursed for mileage at the rate established by the Internal Revenue Service

8.10.1 When a Palliative Care Nurse begins patient care visits from the main office or authorized work location, mileage reimbursement begins at the main office or authorized work location. When the nurse finishes his or her day at the main office or authorized work location, the mileage reimbursement ends there.

8.10.2 Trips to run errands, to go home for lunch or come back to the main office or work location for lunch are not reimbursable.

8.10.3 If a nurse is at a personal appointment/function at a greater distance to the patient's home than from their home or the main office, the reimbursed travel time would be the mileage from their home or the main office to the patient's home, whichever is less.

8.10.4 If the nurse is authorized to go home directly after their last visit, the mileage will be reimbursed if the distance to their home is less than back to the main office. If the distance to the nurse's home is greater than back to the main office, the mileage reimbursed will be from the patient's home to the main office.

9.2 Rate of Accrual. PTO is accrued on the following schedule, provided that the employee is paid for at least two thousand eighty (2,080) hours per year:

Time of Service	Hours Accrued Annually
0-48 months (0-4 yrs.)	224 hours (28 days) .10769 per hour
49-108 months (5-9 yrs.)	264 hours (33 days) .12692 per hour
109-168 months (10-14 yrs.)	296 hours (37 days) .14231 per hour
169-228 months (15-19 yrs.)	312 hours (39 days) .15000 per hour
229+ months (20+ yrs.)	320 hours (40 days) .15385 per hour

PTO is accrued on all hours paid, excluding standby hours. All part-time employees accrue PTO on a pro-rated basis.

10.1 Availability. Extended illness pay is available, for illness and temporary disabilities such as maternity, planned surgery, inpatient treatment programs and other anticipated disabilities, caring for a qualified family member as defined by law, or when directed by Occupational Health to quarantine at home, to nurses who have accrued extended illness hours. Palliative Care Nurses will not accrue extended illness benefits. However, if a Palliative Care Nurse has extended illness benefits, they may utilize those benefits pursuant to the applicable terms of this Agreement. Extended illness pay is available following completion of thirty-two (32) consecutive scheduled hours of absence due to illness or injury, or upon the first day of hospitalization or upon the day of any outpatient procedure that requires two (2) days off from work. Nurses sent home or mandated not to be at work during a federally declared pandemic event as a result of symptoms of an influenza like illness (ILI), as determined by Occupational Health, or directed by Occupational Health to quarantine at home shall also have immediate access to extended illness pay.

10.1.1 A full-time or part-time nurse who changes to per diem status shall retain previously accrued extended illness hours. After return to full-time or part-time status, previously accrued extended illness hours shall be reinstated for benefit eligibility purposes.

3. Article 11 "Seniority" applies to Palliative Care Nurses with the following addition:

"A nurse's hospital-wide seniority shall be calculated per Article 11 to include a nurse's most recent date of employment as a PeaceHealth Palliative Care Nurse."

4. The entirety of Article 12.7 "Personal Leave" shall not apply to Palliative Care Nurses.

5. The following language shall apply to Palliative Care Nurses:


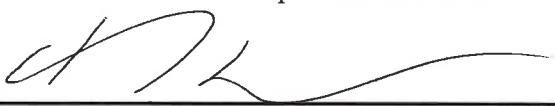
14.5 Short-term Disability Benefits. The Employer will provide, at its cost, short-term disability benefits substantially equivalent to those offered to Palliative Care Nurses as of the date this Agreement is executed.

6. The terms of this Memorandum of Understanding shall be effective upon execution by the Parties. All wage rates, differentials, premium rates, and/or incentive payments shall be applied retroactively to the first full pay period beginning on or following September 10, 2023, for Palliative Care Nurses currently employed by the Medical Center as of this Memorandum's date of execution. Nurses shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement based on their calculated Years of Experience.

6.1. PeaceHealth's application of retroactive compensation outlined above, is a one-time, non-precedent setting action to address and resolve the delay of the palliative care RN accretion impact bargaining by PeaceHealth from the initial WSNA demand to bargain notice. WSNA agrees to withdraw any ULP filed with the NLRB associated with the Palliative Care RN's accretion in the PeaceHealth St. Joseph RN bargaining unit immediately following the executed date of this MOU.

7. The terms of this Memorandum of Understanding shall not serve as precedent for any purpose.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed the 10th day of April, 2024.

For Washington State Nurses Association:	For PeaceHealth St. Joseph Medical Center:
	
Kelly Ann Skahan Labor Counsel, WSNA	Blake Hausman System Director, Human Resources -- Ambulatory