

WASHINGTON STATE NURSES ASSOCIATION

And

PEACEHEALTH

MEMORANDUM OF UNDERSTANDING: TIMEKEEPING

PURPOSE: This Memorandum of Understanding (“MOU”) is by and between the Washington State Nurses Association (“WSNA” or “Association”) and PeaceHealth (“PeaceHealth” or “Employer”) (together, “Parties”). It documents the agreement reached between WSNA and PeaceHealth concerning timekeeping practices at the Employer’s United General, Peace Island, St. Joseph’s Bellingham, St. John, and Southwest facilities. Without waiving their right to bargain over any other subjects, the parties have agreed as follows:

- 1) **Duty to Bargain:** PeaceHealth recognizes its duty to bargain with the Association prior to any changes to WSNA bargaining unit members’ wages, hours, and working conditions, including changes to timekeeping practices and calculation of overtime wages and rates. The Employer will bargain in good faith with the Association over any proposed changes to mandatory subjects moving forward, shall, wherever possible, avoid mid-term proposals and reserve bargaining to contract negotiations, and shall not, wherever possible, implement changes to mandatory subjects without first reaching an agreement or impasse with the Association.
- 2) **Timekeeping Changes:** On March 12, 2023, PeaceHealth unilaterally implemented changes to timekeeping practices by moving from a “15-minute rounding” system to a “pay for every minute worked” system.
- 3) **Compensation:** Nurses will be compensated for all hours worked. Any hours worked beyond a nurse’s scheduled shift shall be paid at the appropriate premiums as provided in the parties’ collective bargaining agreements (CBAs).
- 4) **Discipline:** Nurses shall not be subject to discipline as a result of their clocking in early or clocking out late that were reasonable in light of work unit expectations, including donning and doffing or accepting report from another nurse. Nurses shall not be subject to discipline for failing to document timekeeping exceptions when they have clocked in for their shift within a reasonable time period to begin their shift at the scheduled time or clocked out within a reasonable time period after their scheduled end time, based on work unit expectations. Reasonable time periods for clock-in or clock-out shall be determined based on patient care & operational need. Any such discipline issued from March 12, 2023, to the effective date of this agreement shall not be admissible as evidence at arbitration between the parties and may not be relied upon for the purposes of progressive discipline proceedings.
- 5) **Use of Leave:** Upon the effective date of this MOU and in recognition of its duty to bargain with the Association, PeaceHealth shall not require any use of PTO or other accrued leave to cover time during any scheduled shift when an RN works their full FTE. At the end of a pay period, if a Nurse is below their budgeted hours by *less than 30 minutes* due to PeaceHealth’s to-the-minute time recording, a Nurse may choose to use incremental paid or unpaid PTO fill to bring them up to their budgeted hours.

Within 30 days of the effective date of this MOU, for the time period beginning March 12, 2023, PeaceHealth will notify nurses who used incremental PTO to cover late clock-ins and early clock-outs where an RN worked to within 30 minutes of their full FTE in a pay period and provide WSNA with a list of those nurses. If a Nurse does not receive notification and believes they should have, they may contact the HR Service Center and submit a case for review and consideration.

Within 45 days of sending this information, the Employer will, upon request of the nurse, correct via the payroll correction process. The requesting RN understands this will result in a repayment of PTO hours.

- 6) **Effective Date:** This MOU becomes effective upon execution by the Parties. All terms within shall be applied retroactive to March 12, 2023, or the original date the above-mentioned changes were initially implemented by the Employer, whichever is earlier.

For PeaceHealth:

Jennifer McAuley
By: HR Dir, WNW

Its:

Date:

11/21/2023

For Washington State Nurses Association

K. Skahan
By: Kelly Ann Skahan

Its: Labor Counsel

Date: November 21, 2023