

2024-2027

COLLECTIVE BARGAINING AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER  
Tacoma, Washington

and

WASHINGTON STATE NURSES ASSOCIATION

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#### MEMORANDUM OF UNDERSTANDING'S

- Supplemental Part-Time Nurses
- Ratification Bonus
- Traveler Contracts
- PTO Donation for WSNA Bargaining Team

- Walters OR - Cross-train
- Meal Period & Rest Break Coverage
- Violence Prevention Plan
- Emergency Department Weapon Detection Pilot Program
- Baylor Innovative Weekend Shift (“IWS”)
- Night Shift Longevity Incentive

# COLLECTIVE BARGAINING AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER  
Tacoma, Washington

and

WASHINGTON STATE NURSES ASSOCIATION

## PREAMBLE

This Agreement is made and entered into between St. Joseph Medical Center (hereinafter referred to as the "Employer" or the "Medical Center"), and the Washington State Nurses Association (hereinafter referred to as the "Union").

## ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the representative for all registered nurses employed by the Employer as Staff Nurses, Lactation Consultants and Admitting Nurses for the purpose of discussions and agreements with respect to rates of pay, hours of work and working conditions.

## ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Medical Center including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities 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. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with the law, policies and procedures as it from time to time shall determine.

## ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

3.1 Membership. All nurses working under this Agreement on its effective date who are then members of the Union and all nurses who become members of the Union during their employment by the Employer shall remain members for the life of the Agreement.

Nurses hired on or after November 1979 must join the Union as a condition of employment within thirty-one (31) days from the date of hire or shall pay Union agency fees in an amount determined annually by the Union. Nurses with a bona fide religious objection to joining the Union shall monthly pay an amount of money equivalent to dues to a non-religious, non-labor 501(c)(3) charity and will provide monthly receipts of payment to the Union; nurses must choose this option thirty-one (31) days from date of hire. Management will neither discourage nor encourage nurses to join the Union. Failure to comply with this condition shall, upon the written request of the Union, result in the discharge of the nurse. The requirement to join the Union and remain a member in good standing shall be satisfied by the payment of regular dues uniformly applied to other members of the Union for the class of membership appropriate to employment in the bargaining unit. The Union shall notify the Employer in writing of the failure of any nurse to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Union until at least fourteen (14) days after the sending of the aforementioned notice.

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

3.3 PAC Deductions. 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 amount deducted and a roster of all nurses using payroll deduction for PAC contributions will be promptly transmitted to the Union by a check separate from the dues deduction check payable to its order. The Union will provide a monthly report of any changes to the fixed WSNA PAC amounts. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deductions made from the wages of such nurse.

3.4 Bargaining Unit Roster. On a monthly basis, the Employer shall provide the Union, by an Excel spreadsheet attachment to email, a list of those nurses covered by this Agreement who were hired during the previous month, terminated during the previous month, or transferred into or out of the bargaining unit the previous month. This list will contain each employee's name, mailing address, employee identification number, last four digits of the social security number, unit, shift, FTE, work status (full-time, part-time, per diem), rate of pay, personal phone number, personal email address (if available) and date of hire. Twice a year, upon request by the Union, the Employer shall provide the Seniority Roster to the WSNA local unit chair(s).

## ARTICLE 4 - UNION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Vice President, Human Resources or designee. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Medical Center.

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

4.3 Orientation. Registered nurse orientation shall be located at a VMFH facility in Tacoma or Lakewood. The Employer will provide the designated local unit Officer with a schedule of new hire orientation dates and any changes thereto. Orientation attendance shall be voluntary and on the orienting nurse's own time. During new hire orientation, the hospital will inform newly hired nurses that WSNA representatives will be available to meet with them at the conclusion of the orientation, as well as distributing Union-supplied information to represented nurses. A room will be scheduled in near proximity to the same room in which general RN orientation takes place, which can include the FESC foyer based on WSNA preference should orientation occur at FESC.

4.4 Contract. The Hospital will provide the WSNA membership application to all newly hired nurses during the new hire sign-up. The St. Joseph Medical Center/WSNA contract can be found at [wsna.org](http://wsna.org).

4.5 Bulletin Board. Space will be made available on bulletin boards designated by the Employer in a non-public area in each department which employees represented by the Union regularly work. In addition, the Employer will continue to provide one (1) bulletin board that is located in a public area. Such board(s) shall be used for official Union notices. All postings shall carry the WSNA logo or name. The Union will provide a copy of the posted materials to the Vice President, Human Resources, or designee, at or prior to the posting. The Employer shall provide the Local Unit Chairperson with a key to the public bulletin board. The Union agrees to limit the posting of union materials to the designated bulletin boards.

4.6 Conference Rooms. The Union may have access to conference rooms at the Medical Center for the purpose of meeting with bargaining unit employees, subject to conference room availability. Use of the conference room should be scheduled through Human Resources at ext. 127-4465 or (253) 426-4465. This access is limited based on the availability of conference rooms. The Union's access to conference rooms is also subject to the Employer's right to cancel any scheduled use of the conference room based on internal needs. The Employer will make a good faith effort to provide at least forty-eight (48) hours' notice to the Union in the event it is necessary to cancel the Union's scheduled conference room.



The Union will provide as much notice as possible in the event a scheduled conference room is no longer needed. Use of the conference room will be subject to applicable rules regarding such use, including any applicable policies that may be developed for such use. Access to conference rooms may be denied if the Union fails to adhere to the provisions of this Article. Employees who attend meetings with Union's representatives will do so on their own time.

## ARTICLE 5 - DEFINITIONS

5.1 Resident Nurse. A resident nurse is a newly graduated registered nurse. The residency program consists of classroom hours and a precepted orientation based on the resident's skill level and tailored to meet the resident's need. A nurse who participates in a formal residency shall be required to sign a commitment letter which is attached to this Agreement as Appendix A.

5.1.a Resident nurses will pay no costs related to training expenses, including books and travel expenses. Resident nurses will be paid for all time spent in training, including in classroom instruction.

5.1.b Any nurse who has undergone the Residency Program will not pay for any part of their training (including books and travel expenses) in accordance with the Employee Business Travel and Expense Reimbursement Procedure (Finance A-004P). All provisions in the Residency Program Agreement that reference a resident nurse's financial obligations to the Employer, including any demand to recoup any purported financial obligations, or any liquidated damages, are immediately null and void upon ratification of this Agreement.

5.1.1 Nurse Fellow. A Nurse Fellow is a registered nurse who transfers or is hired into a unit that requires specialty training and new skill development.

5.2 Staff Nurse. A registered nurse who is responsible for the direct and indirect nursing care of the patient.

5.3 Charge Nurse. An experienced registered nurse with demonstrated clinical and leadership skills who has been selected by the Employer to serve as a leader and resource person to the staff on specific units on the nurse's shift. If a nurse is denied the position, the nurse will receive an explanation.

5.4 Preceptor Program. A Preceptor is an experienced registered nurse who is assigned specific responsibility for planning, organizing, teaching and evaluating the new skill development of a nurse who is participating in a specific program, the parameters of which have been set forth in writing by the Employer:

- a. A resident RN or Fellow employed by the Medical Center;
- b. A senior elective RN student;
- c. A new RN hired at the Medical Center into clinical areas in which the RN has no previous experience and/or Fellows;
- d. An RN cross-training into a new clinical area and/or Fellows;
- e. An RN who has completed their residency but needs additional training time;
- f. An RN needing additional and/or necessary specific skill development as approved and directed by management.

For purposes of this Section, an experienced nurse is an individual who has completed the residency program and has had a full patient assignment for at least one year following the completion of the residency program, or an otherwise experienced nurse who has worked for at least one year. Preferably, all Preceptors will have completed the preceptor training program prior to precepting. Inherent in the Preceptor role is the responsibility for specific, criteria-based and goal directed education for a specific period. A Preceptor shall work on a one-on-one basis and in close proximity to the preceptee. It is the intent that the Preceptee's schedule shall be incorporated into the regular schedule of the Preceptor to the extent possible, unless training needs are such that variation provides a fuller training experience. Preceptor responsibilities will be considered when making patient care assignments. Nursing management will determine the need for preceptor assignments.

Preceptor assignments will be rotated equitably amongst trained Preceptors. When a Preceptor is needed, a bargaining unit RN will first be offered a preceptor assignment prior to non-bargaining unit RNs. However, management will have the right to assign a non-bargaining unit RN as a preceptor only after all trained bargaining unit RNs on the unit have been offered the assignment.

It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses without receiving preceptor pay. This would include the providing of informational assistance, support and guidance to new nurses on the unit.

5.5 Full-time Nurse. A nurse who is regularly scheduled to work forty (40) hours within seven (7) day period or eighty (80) hours within a fourteen (14) day period and who has successfully completed the required probationary period.

5.5.1 7/70 Schedule. A nurse regularly scheduled to work ten (10) hours per day on seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time nurse.

5.5.2 3/36 Schedule. A nurse regularly scheduled to work three (3) twelve (12) hour shifts within a week shall be regarded as a full-time nurse.

5.6 Part-time Nurse. A nurse who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week or thirty-two (32) hours within a fourteen (14) day period, or a twelve (12) hour shift nurse who is regularly scheduled to work at least thirty-six (36) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

5.7 Introductory Nurse. A nurse who has been hired by the Employer on a full-time, part-time or supplemental part-time basis and has been continuously employed by the Employer as a registered nurse for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall be designated as a full-time, part-time or supplemental part-time nurse unless specifically advised by the Employer of an extended introductory period (not to exceed an additional sixty (60) days), the conditions of which shall be specified in writing. During the introductory period, a nurse may be terminated without notice and without recourse to the grievance procedure. Introductory nurses are not required to give twenty-one (21) days' notice of intention to terminate.

**5.7.1 Residency Period.** Newly hired nurses who enter into a formal residency or fellowship program within three (3) months of the date of hire shall be subject to an introductory period which shall begin at the date of hire and extend for sixty (60) days beyond completion of the residency/fellowship program. A nurse will have completed the residency/fellowship program, for purposes of this Agreement when the nurse has successfully passed the post-program examination. The Nurse may take the final examination any time after they have begun working independently; at their discretion, the Nurse does not have to complete the residency/fellowship classes prior to taking the final examination (but will be required to complete the classes.) After the extended sixty (60) day introductory period, the nurse shall be designated as a full-time, part-time or supplemental part-time nurse. A nurse subject to the introductory period set forth in this Section 5.7.1 shall not be subject to the introductory period provided for in Section 5.7.

**5.8 Per Diem Nurse.** A nurse hired to work on an intermittent basis during any period when additional work requires a temporarily augmented work force. Per diem nurses will be required to be available to work four (4) shifts per month, including one (1) full weekend of two (2) shifts or, in the alternative (at the Nurse's discretion), will be available to work a minimum of three (3) weekend shifts in the four-week period. Per Diem nurses will be available to work two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day. Per diem nurses shall not accrue seniority, or any benefit compensation. Per diem nurses shall be paid in accordance with the staff nurse longevity schedule plus fifteen percent (15%). With prior management approval, per diem nurses may be excused from their minimum availability requirements for an approved period of time. Such approval, including the length of such approval, shall be at the sole discretion of management.

**5.9 Temporary Nurse.** A temporary nurse is hired for a definite limited period of time, not to exceed ninety (90) calendar days in length unless such nurse is filling a position for a nurse on an approved leave of absence. (Examples would be vacation relief for a pre-determined work schedule, or a special project.) Temporary nurses are ineligible for benefits and longevity steps. In the event a temporary nurse is transferred to full-time or part-time status with no break in service, the employment anniversary will be established as of the beginning of the temporary employment. This will have the effect of continuing employment for accruing Paid Time Off, health insurance, retirement and placement on the wage schedule. Temporary nurses will be paid as specified in Section 9.1 commensurate with their experience.

**5.10 Resource Nurse.** A resource nurse is an experienced nurse, assigned by management, who serves as a clinical resource within a unit or specialty area.

**5.11 Regular Rate of Pay.** The regular rate of pay shall be defined to include the nurse's hourly wage rate (9.1), shift differential (10.1), BSN/MSN differential (10.5.1), certification pay (10.6), charge nurse pay (10.7), and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (9.1.1). Shift differential shall not be paid when a nurse is temporarily assigned to the day shift during the nurse's residency or orientation period.

**5.12 Status Review.** Part-time and per diem nurses continuously working above their FTE, or consistently working an FTE equivalent for over a twelve (12) week period, may request a review of worked hours above their current FTE.

Increases up to a 0.2 FTE in a nurse's original (base) FTE may be awarded to the nurse and need not be posted. Their manager and Director of Human Resources will review it objectively and in good faith to determine if a position will be posted or additional hours added to the nurse's FTE. This review shall not apply when these additional hours/days are assigned to special projects, training, covering posted vacant positions, vacations, or leaves of absences. Such increase to one's FTE under this provision shall not directly result in a reduction of another nurse's FTE.

## ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Equal Opportunity. The Hospital and the Union agree that conditions of employment shall be without regard to race, creed, color, sex, sexual orientation, gender identity or expression, religious beliefs, age (over 40), national origin, pregnancy status, the presence of a sensory, mental or physical disability, marital status, or veteran or military status (provided the individual has not been dishonorably discharged), and any other bases protected under federal, state, or local laws. No nurse shall be discharged or discriminated against for any Union activity protected by the National Labor Relations Act, including serving on a Union committee or as a local unit officer outside of scheduled working hours.

6.2 Notice of Resignation. Nurses shall be required to give at least twenty-one (21) days written notice of resignation. This notice requirement shall not include any PTO without prior approval. Failure to give notice shall result in loss of accrued Paid Time Off (PTO). The Employer will give consideration to situations that would make such notice by the nurse impossible.

6.3 Discipline and Discharge. No full-time, part-time or supplemental part-time nurse shall be disciplined or discharged except for just cause. "'Just cause'" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action. For per diem nurses, the Employer will, upon request, provide a written statement of reasons for the discharge of a per diem nurse. Any discharge that violates the specific provisions of Article 6.1, Equal Opportunity shall be subject to the grievance and arbitration procedure.

Nurse discipline shall not be used against the employee for any purpose after twelve (12) months. Serious issues legally defined, such as harassment or sexual harassment, or theft, or patient abuse or neglect, or threats or violence against an employee, patient or visitor will be used for the purposes of progressive discipline for two (2) years. If the nurse is not terminated for the offense. The time limits set forth in this paragraph will be extended by the period of any employee leave or other absence from the workplace in excess of two weeks. Nurses may request removal of warning notices after one (1) year, if no further written disciplinary action for any the same reason has occurred during this one (1) year period.

6.4 Personnel Files. Nurses shall have access to their personnel files in accordance with RCW 49.12.240, 250 and 260. Nurses shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file.

6.5 Parking. Parking shall be available for all nurses in designated parking areas at no cost to the nurse. Standby nurses shall be provided parking within close proximity to the Medical Center.

6.5.1 Should a nurse working a night shift remain working past their shift end and incur a parking ticket in one of the Hospital's parking lots or areas as a result, the Hospital agrees to give the Nurse paid time to move the Nurse's car, or if that is not possible, to pay or dismiss that ticket.

6.6 Payroll Checks. Payroll checks shall reflect number of hours worked, rates of pay, and accruals for Paid Time Off by pay period. The Medical Center shall supply a continuously available training online video, along with a written document, that provides an explanation of all information on the earning statement. Human Resources shall be available for follow-up questions.

6.7 Paycheck Errors. In the event the Employer or the nurse identifies a paycheck error, each must notify the other in writing within ninety (90) days of the pay error. The nurse must submit the error to management on a Personnel Action Request (PAR). The error will be corrected no later than the first full pay period following thirty (30) days of the date of notification of the error. Neither party will have a responsibility to make any adjustments beyond the notification date. The nurses will receive a copy of the PAR notated with approval or denial and the date the correction will appear in the nurse's pay.

6.7.1 Electronic Timekeeping Exception Log. Pay changes that are not automated and/or cannot be entered at the time clock will be manually recorded on the Exception Log during the open pay period and will be paid on time in the regular paycheck, subject to manager verification and approval. If an Exception Log entry is not approved for payment, the nurse will be notified and provided with an explanation before the next pay period elapses. The Employer will ensure electronic timekeeping training and training regarding manual entries in the timekeeping exception log is available during on-boarding and at regular intervals for nurses with a need for refresher training. Training will include, but not limited to, proper clock usage, the process to submit corrections and paycheck/pay stub display education.

6.8 Floating. The Employer retains the right to change the nurses daily work assignment to meet patient care needs. Reasonable efforts will be made to limit floating assignments within specific clinical groupings (as defined in Section 7.6.1) or to care for patients which would have been otherwise typically located within the nurses clinical group. Floating assignments will be made based on matching the skills of the nurse to their assigned unit/patients. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with supervision. Nurses required to float must be properly trained and oriented and will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. Nursing managers in consultation with staff nurses regularly assigned to the unit will develop unit specific orientation tools (including but not limited to examples of charting, a map of the unit, specific protocols, special procedures and the assignment of a resources person) to be

used by staff nurses floated to the unit. Floating shall be assigned on an equitable basis taking into consideration patient care needs and the skill and competence of the individual nurse. The Employer will make a good faith effort not to float a nurse to a different unit more than once per shift. The Employer may include travelers, and supplemental part-time employees in the rotation. A nurse that feels they are not properly trained and qualified to care for patients to whom they are assigned should follow the protocol listed in Article 6.12 and Article 15.4.

6.9 Job Openings. Notices of vacancies in existing positions shall be posted for at least seven (7) calendar days in advance of filling the position. Notices of vacancies shall be posted on the VMFH web site. Announcements for residency programs shall be posted on the VMFSH web site for at least thirty (30) days. The following procedure will be used for filling RN vacancies when a regular scheduled job opening occurs within the bargaining unit:

6.9.1 Qualified in-house RN applicants from the same unit as the vacancy will have priority over non-unit applicants. Among qualified in-unit applications, seniority will be the determining factor providing skill, competency, ability and prior job performance (during the prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer based on specified documentation and evaluations contained in the nurse's personnel file.

6.9.2 Qualified in-house RN applicants will have priority over non-bargaining unit RNs and external applicants. Among qualified in-house applicants, seniority will be the determining factor providing skill, competency, ability and prior job performance (during prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer.

To be considered for such job openings, nurses must complete and submit an application for transfer through the FHS website. A nurse who submits a completed application will receive email confirmation of receipt the same day. If the transfer cannot occur immediately, the Employer will make a good faith effort to transfer a nurse to the new position within six (6) weeks. When a position is filled, the status of the employee's application will be e-mailed to the employee within two (2) days. Upon request, the unsuccessful applicant may contact the HR Department to obtain the identity of the nurse awarded the position.

6.10 Evaluations. All nurses will be formally evaluated in writing prior to completion of the introductory period and thereafter in accordance with Medical Center policy. Interim evaluations may be conducted as may be required. Any revisions to the Employer's policy will be reviewed with the Conference Committee.

6.11 Staffing. Recognizing that quality patient care is the major goal for the Medical Center and that appropriate and safe staffing levels are an important objective, proactive nursing input into staffing decisions affecting nurses is encouraged. Nurse staffing questions may be presented by the concerned nurse for discussion to the Clinical Director, or CNO, or to the unit's staffing committee representative if not satisfied with the initial response. The Medical Center's staffing plan and its implementation shall be in accordance with RCW 70.41.410-420. All changes to the staffing matrix in any unit shall be considered and voted upon by the Staffing Committee before they go into effect, in a manner consistent with RCW 70.41.420(6).

6.12 Staffing Concerns. Staffing takes into consideration the magnitude and variety of the activities needed on any particular shift. Nurses, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the Charge Nurse, supervisor or Nurse Manager as soon as the problem is identified. Nurses believing there is a continuous workload or staffing problem, which may include the ability to receive rest periods and lunch breaks, or the ability to take accrued paid time off, should attempt to resolve the problem with the clinical manager. Continuous or potential workload or staffing problems discussed with the clinical manager that have not been resolved should be addressed to the director of the clinical division and may be presented at Staffing Committee for review. Such complaints may be raised by filling out a staffing complaint form (such as an ADO or similar form) as determined by the Staffing Committee. Nurses who report staffing concerns shall be free from retaliation or intimidation for making such reports. When a clinical manager or other supervisor discusses a staffing complaint form (such as an ADO or similar form) with the nurse who made the report, the nurse may arrange to bring another nurse from their department with them to this discussion, which will be held during both nurses' working time.

The clinical manager's response to the staffing complaint form will be provided to the Staffing Committee. Neither the complaint form nor any response from the manager/supervisor will be placed in the nurse's personnel file.

## ARTICLE 7 - SENIORITY

7.1 Definition. Seniority shall be defined as a nurse's continuous length of service (based on hours compensated excluding standby) as a registered nurse with the Employer from most recent date of hire as a regular employee. Cut hours shall be included for purposes of accrual of seniority. Seniority shall not apply to a nurse during the required introductory period. Time spent by a nurse outside the bargaining unit shall not count for seniority purposes. Nurses who accept a non-bargaining unit position and subsequently return to a bargaining unit position without a break in employment shall have prior bargaining unit seniority restored. Regular nurses who change to per diem status and subsequently return to regular status without a break in employment shall have previously accrued seniority restored. If the nurse terminates but is reemployed within one (1) year, the Employer will credit the nurse with prior bargaining unit seniority.

7.2 Reduction in Force (Layoff). A reduction in force shall mean a permanent or prolonged reduction in the number of nurses employed by the Medical Center. This procedure shall also apply when two (2) or more units merge, when the ratio of RNs to other assistive or technical personnel on the unit is restructured, or when the FTE complement on a unit is changed or reduced. In the event the Employer determines that a reduction in force is necessary, the following procedure will be followed:

7.2.1 The Employer shall determine the total number of positions subject to layoff within the bargaining unit. At this time, the Employer shall also determine any specific skill or qualification requirements needed on each shift.

7.2.2 A preliminary "Low Seniority Roster" will be developed by the Employer from the bargaining unit seniority roster. The Low Seniority Roster shall be a listing of the most recently hired employees in the bargaining unit representing five percent (5%) of the

full-time and part-time work force plus the estimated number of nurses whose positions have been eliminated, plus any open, posted positions.

7.2.3 The Employer will notify the Union and the nurses to be affected of the reduction in force at least twenty-one calendar days prior to the effective date of the layoff. The Employer shall provide the Union with a seniority roster for each unit affected by the layoff showing each nurse's bargaining unit seniority, a current bargaining unit seniority roster and the Low Seniority Roster at the time the Employer notifies the Union of the impending layoff. Upon request, the parties will meet for the purpose of reviewing the layoff.

7.2.4 Layoffs shall occur on each affected nursing unit in accordance with the following procedure:

- The Employer shall identify the specific positions to be eliminated on each shift on the nursing unit, any reductions or changes in the size of the assigned FTEs on the unit, and any specific skill or qualification requirements.
- Any nurse on the unit, regardless of seniority, may volunteer for layoff.
- The most senior person subject to the unit layoff shall be determined. The person identified and all other nurses on the unit with less seniority whose positions are eliminated or changed shall be subject to a re-bidding process for the remaining positions on the unit subject to the following rules:
  - a. Where skill, ability, experience, competence, or qualifications are not considered to be overriding factors in the opinion of the Employer, seniority shall be the determining factor in bidding on unit positions or selection from the Low Seniority Roster.
  - b. When bidding on positions, the nurse may only select the position of a less senior nurse.
  - c. The position on the unit selected may be a position with a lesser FTE but shall not exceed the nurse's prior FTE by more than 0.2 FTE.
  - d. The nurse may elect not to bid on a position on the nurse's unit but, as an alternative, if qualified, may select a position from the Low Seniority Roster.
  - e. The nurse may choose voluntary layoff. The effective date of the layoff will be determined by the Employer.
  - f. Each nurse subject to layoff shall receive twenty-one (21) days' notice of layoff (as provided in Section 7.2.3) or pay in lieu of notice.
  - g. Supplemental part-time employees are not eligible to utilize this procedure.



- If more than one unit is involved in a layoff within the Medical Center, nurses who have requested that they select from the "Low Seniority Roster" (see (d) above) and nurses who have been bumped off the unit (i.e., displaced nurses) shall be held until all unit assignments have been made. Then displaced nurses from the various units affected by the layoff shall, by seniority, select from the Low Seniority Roster or, in the alternative, may select voluntary layoff or may elect to terminate with severance pay pursuant to Medical Center policy.
- A nurse bumped from a position on the "Low Seniority Roster" shall have the right to select a position from the "Vacant Position" listing after all more senior nurses have exercised their selection rights from the Low Seniority Roster. A nurse will be considered eligible to select a position from the "Low Seniority Roster" or a vacant position if, in the Employer's opinion, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels with up to eighty (80) hours of orientation (120 hours for vacant positions, or for nurses who have been displaced by an entire unit closure). If a nurse has not achieved a satisfactory level of performance in the opinion of the Employer after completing the orientation period to the new position, the nurse will be subject to immediate layoff and placement on the recall roster.

7.3 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Nurses not on layoff assigned to a specific clinical group will be given preference for transfer to an increased FTE on the same shift or to another shift on that clinical group over less senior nurses on layoff/recall status. When vacancies occur, nurses will be reinstated in the reverse order of the layoff where skill, competence, ability and experience are not considered to be overriding factors in the opinion of the Employer. There shall be no loss of benefits if the nurse is reemployed within twelve (12) months. Acceptance of per diem or supplemental part-time work while on layoff, or accepting a position outside a nurse's clinical group in the event the nurse's entire unit is closed, will not affect a nurse's recall rights.

7.3.1 Notification of Recall. If a nurse does not respond to a recall notice sent by certified mail or receipted telegram within seven (7) days, the nurse will be removed from the recall roster and the personnel records shall be adjusted to reflect the nurse's termination. The nurse shall notify the Employer by certified mail of any change in the nurse's current mailing address. If the nurse fails to provide this notification, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

7.4 Severance Pay. The Employer will provide severance pay pursuant to Medical Center policy. The Employer will notify the Union at least ninety (90) days in advance of any modification or termination of the severance pay policy.

7.5 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same FTE, shift, and clinical group) offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

7.6 Low Census (Cut Hours). The Employer shall apply a system of flexible staffing to accommodate fluctuating patient census and staffing requirements. Nurses shall either be cut or placed on standby for the entire shift unless the affected nurses and the manager mutually agree otherwise. The nurse may opt to use earned PTO accruals to offset cut hours; if so, hours are to be entered under "PTO cut" utilizing the time clock. When scheduled staff exceeds patient care needs, the Employer would intend to reduce its staff in the following cut order:

- |           |   |   |
|-----------|---|---|
| First Cut | - | Nurses working in an overtime condition (excluding nurses receiving rest between shift premium pay)   |
| Next Cut  | - | Volunteers  |
| Next Cut  | - | Agency/Travelers up to contractual maximum  |
| Next Cut  | - | Per Diem  |
| Next Cut  | - | Supplemental Part-time  |
| Next Cut  | - | Part-time working above their FTE   |
| Next Cut  | - | Mandatory cut equitably rotated to include full-time, part-time and temporary employees ( <i>Note: This rotation may be temporarily adjusted so as not to disrupt the continuity of preceptor assignments where a recognized learning experience is identified on the unit.</i> ) |

The process of "equitable rotation" for mandatory cut hours shall be as follows: Beginning on April 1 and October 1, mandatory cuts will initially be assigned by seniority, least senior first, until all nurses have taken a cut. Two (2) weeks before April 1 and October 1, the most current seniority roster will be sent to the Union, and that list will be used for calculating seniority on the "cut list." A Nurse may call the Staffing Office at any time to learn their position on the "cut list." Credit for a cut is received when any duration of reduced time is voluntarily taken or mandatorily assigned, except if it is less than one hour, in which event it will not count as a cut, nor will the time be counted toward that nurse's cut hours. If all nurses subject to a mandatory cut have taken at least one cut in the semi-annual period, then the nurse with the least cut hours in that semi-annual period will take the cut. (Cuts for hours beyond an employee's FTE will not be credited toward cut hours.) Subject to management approval, the majority of nurses in a particular unit or clinical group may modify the process of "equitable rotation" from that stated above, provided, however, that the process is defined in writing with a copy given to the Local Unit Chair upon request.

Cut hours will be applied by clinical group providing skill, competency, and ability are not considered to be overriding factors in the opinion of the Employer. When making staffing decisions prior to the beginning of the shift, all nurses within a clinical group will be considered as one staff for the purpose of cut hours. Nurses experiencing reduced hours will be given first consideration for additional hours of work provided they notify management in writing of the dates and shifts they are available. If a nurse is inadvertently cut out of turn, the mistake will be remedied on the next cut rotation by skipping the affected nurse on their next cut. This understanding shall be limited to two (2) inadvertent cuts per person per calendar year.

The Employer will give at least one and one-half (1 1/2) hours' notice in advance of the shift of pending cut hours. If the Employer does not attempt to notify the nurse at least one and one-half (1 1/2) hours in advance of the shift, and the nurse reports to work, the nurse will be provided with four (4) hours of work at the regular rate of pay.

Where the Employer has left a message on the nurse's voicemail or has attempted to reach the nurse (documented attempts will be recorded in the staffing office) at least one and one-half (1 1/2) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and this Section shall not apply.

Twice annually, on April 1 and October 1, the cycle of applying cut hours will start over utilizing an updated seniority roster in each clinical group.

7.6.1 Low Census (Cut Hours) Lactation Consultants.

7.6.1.a The Employer shall apply a system of flexible staffing to accommodate fluctuating patient census and staffing requirements by assignment. The nurse may opt to use earned PTO accruals to offset cut hours; if so, hours are to be entered under "PTO cut" utilizing the time clock.

7.6.1.b The Employer will give at least one and one-half (1 1/2) hours' notice in advance of the shift of pending cut hours. If the Employer does not attempt to notify the nurse at least one and one-half (1 1/2) hours in advance of the shift, and the nurse reports to work, the nurse will be provided with four (4) hours of work at the regular rate of pay.

7.6.1.c Where the Employer has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home (documented attempts will be recorded in the staffing office) at least one and one-half (1 1/2) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and this Section shall not apply.

7.6.2 Clinical Groups. For purposes of this section, a clinical group (a-q) is defined to include the following nursing units:

- a. Medical, Surgical, Telemetry, Med/Surg float pool, and Med/Surg Transition Unit
- b. Intensive Care Unit, Cardiac Surgery Unit, and Progressive Care Unit
- c. Emergency Department
- d. IV Therapy
- e. Main OR, Walters Same Day Surgery OR
- f. PACU Main, PACU Walters Same Day Surgery
- g. SADU Main, SADU Walters Same Day Surgery, Prescreening Clinic, ECU
- h. Gig Harbor Same Day Surgery
- i. Postpartum, Labor & Delivery, NICU, Midwifery Birth Center
- j. Lactation Consultants
- k. Outpatient Oncology, Inpatient Oncology, Bone Marrow Transplant
- l. GI Lab
- m. Cardiac Catheterization Laboratory
- n. Electrophysiology
- o. Interventional Radiology
- p. Med/Surg - 2 South
- q. Cardiac Rehab

## ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. The normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours or ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours, or twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours. The Employer shall provide forty-five (45) days' advance notice to the nurse of the establishment or discontinuance of a ten (10) or twelve (12) hour shift.

8.1.1 If a nursing unit does not now have ten (10) or twelve (12) hour shifts, a majority vote of the unit would be required prior to implementing ten (10) or twelve (12) hour shift schedules for the unit on an involuntary basis. Where ten (10) or twelve (12) hour shifts currently exist on a unit, the Employer reserves the right to increase or decrease the number of ten (10) or twelve (12) hour shifts subject only to the notification requirements in Section 8.1.

8.2 Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

8.3 Innovative Work Schedules. Other innovative work schedules (except normal work schedules [8.1]) may be established in writing by the Employer with the consent of the nurse involved and prior notification to the Union for the purpose of developing the terms and conditions of the new work schedule. An established innovative work schedule may be discontinued by either party giving the other party at least forty-five (45) days' advance written notice of discontinuance. Should nurses indicate an interest in discontinuing an innovative schedule, such interest must be evidenced in writing by a majority of the nurses working the innovative schedule.

8.4 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond the normal full-time workday or normal full-time work period. All additional overtime hours after twelve (12) consecutive hours within a twenty-four (24) hour period shall be paid at double time (2x) the nurse's regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Overtime must be approved by supervision. Nurses will make a reasonable effort to obtain overtime approval in advance. Involuntary overtime shall not be prescheduled. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse will receive the highest rate of pay. The Employer will not require its nurses to work beyond their scheduled shifts or work periods if doing so would violate RCW 49.28.130-150. Subject to the Nurse Practice Act, no nurse will be expected to work beyond the end of the nurse's scheduled shift to the extent that the nurse is not able to function with reasonable skill and safety with respect to the care of the Medical Center's patients. If the nurse can no longer function with reasonable skill and safety, the nurse should immediately discuss the matter with their immediate supervisor. The supervisor shall take all practical measures to transition the nurse's duties as soon as possible.

8.4.1 12-Hour Shifts. If a nurse works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift will be paid at double time (2x).

8.5 Meal Periods/Rest Break. Meal periods and rest breaks shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty or are called back to the unit during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a paid rest break of fifteen (15) minutes for each four (4) hours of working time.

8.6 Posting of Schedules. The Employer retains the right to adjust work schedules (days on and days off) to maintain an efficient and orderly operation. The Employer shall determine and post work schedules fourteen (14) calendar days immediately preceding the date on which the schedule is effective. Except for emergency conditions involving patient care and low census conditions, posted schedules may be amended only by mutual agreement. Any increase in scheduled hours of work for part-time nurses will be discussed and mutually agreed upon prior to posting the work schedule, except for holiday coverage. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer. Upon request, a nurse shall have access to the Department core schedule.

8.7 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent. This section shall not apply to those departments (GI Lab, Cardiac Rehab, Electrophysiology, Outpatient Oncology, Same-Day Surgery Gig Harbor Same-Day Surgery and Tacoma) in which there are currently variable start times.

8.8 Weekends. The Employer will schedule all regular full and part-time nurses for every other weekend off. In the event a nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. Nurses regularly scheduled to work every third weekend who work the weekend prior to or following a regularly scheduled weekend will be paid at the rate of time and one-half (1 1/2 X) the regular rate of pay for the extra weekend hours worked. Weekend time worked on a regularly scheduled weekend is not eligible for time and one-half (1 1/2 X). Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime condition or premium pay condition pursuant to this section. In the event that sufficient weekend coverage is not available, the Employer will seek volunteers before scheduling nurses to work extra weekend shifts. Such additional weekend shifts will not exceed four (4) per nurse per year. Nurses will be advised at least two (2) weeks prior to the weekend shifts to be worked. This section shall not apply to supplemental part-time or per diem nurses. Premium pay provided for in this section shall not apply to nurses who initiate a request to work more frequent weekend duty or to work every weekend, or to nurses filling positions in more than one clinical group. Premium pay provided herein shall not apply to time spent for non-mandatory educational offerings. The weekend for premium pay purposes shall be defined as 11:00 p.m. Friday to 11:00 p.m. Sunday. For twelve (12) hour shift employees it shall be defined as 7:00 p.m. Friday to 7:00 p.m. Sunday.

8.9 Rest Between Shifts. Each nurse will have an unbroken rest period of at least eleven (11) hours between shifts unless mutually agreed to between the nurse and the Employer. All time worked within this eleven (11) hour period will be compensated in accordance with 8.4 of this Article, provided that such time worked is within a twenty-four (24) hour period commencing at the start of the nurse's regular shift. Work performed on the nurse's next regular shift following work performed within the eleven (11) hour period will be paid at time and one-half (1 1/2) for hours worked on such shift. This section shall not apply to in-service education, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 10. If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

8.9.1 Subject to patient care considerations, the Hospital will make a good faith effort to provide relief for a nurse who requests a day off or change in the nurse's start time the following day where the nurse has been called back after 11:00 p.m. the previous night. To be considered, the nurse must notify the Hospital prior to leaving the facility at the end of the call back if making such a request. The nurse may choose to access PTO or low census for the day. Upon written request by the Union, the Hospital will describe what good faith effort was made at the next Conference Committee.

8.9.2 Twelve Hour Shifts. For twelve (12) hour shifts, the rest between shifts will be ten (10) hours; otherwise, the commitments in 8.9 shall apply.

8.10 Scheduled Days Off. Full-time nurses who work on their scheduled day off shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay provided the nurse works their assigned FTE hours during the work week. Low Census and pre-approved PTO hours will be considered as assigned FTE hours for purposes of this Article 8.10. Nurses shall not be expected to be on standby or to be called back on their days off except in an emergency or by mutual agreement. This section shall not apply to non-mandatory training, education or to other meetings where attendance is not required.

8.11 Shift Rotation. The Employer will not schedule nurses to rotate shifts on a regular basis except by mutual agreement between the Employer and nurse. The Employer shall not post vacant regular full-time or part-time positions with rotating shifts.

8.12 Change in Core Schedules. If the Employer changes the Core Schedule for the entire unit, or if the Employer establishes a Core Schedule on a newly created unit, the Employer will provide the opportunity for nurses on the unit to indicate their preferences regarding the new work patterns offered. The Employer will consider those preferences, taking into consideration skill, competence, ability and seniority in creating the new Core Schedule for the unit.

8.13 Work Performed Off Campus. In the event the Medical Center intends to expand the practice of having nurses perform work outside the main campus beyond that which exists as of the date of ratification of this Agreement, the Medical Center shall give the Union ninety (90) days' advance notice prior to the effective date of the assignment. During work hours, travel between work sites is paid time. In addition to mileage, nurses traveling between work sites shall be reimbursed for tolls.

8.14 Standby/Call Scheduling.

- 8.14.1 The number of scheduled call shifts an FTE nurse will be required to take per schedule is equal to the total number of call shifts required during a schedule divided by the number of RNs when the unit is staffed according to the staffing plan. (Note: Walter's MOU still applies)
  - 8.14.1.1 Holiday call shifts count toward the nurse's required call during the schedule period.
- 8.14.2 Bargaining unit nurses will provide their availability for call no later than 14 days before the required posting date of any schedule period.
- 8.14.3 Nurses may offer multiple dates but will only be scheduled for up to the number of call shifts determined by the formula in 8.14.1.
- 8.14.4 Nurses will be permitted to schedule required or additional, voluntary call shifts immediately before or after their regularly scheduled shifts.
- 8.14.5 Required scheduled call shifts will be awarded according to seniority.
- 8.14.6 Any remaining call shifts not filled before the schedule is finalized will be posted as open call shifts.
  - 8.14.6.1 Open call shifts will be offered an additional fifteen dollars (\$15) per hour for the offered shift, in addition to standby pay and callback pay as per Article 10.2 and 10.3.
  - 8.14.6.2 Open call shifts will be awarded on a first-come first-served basis.
  - 8.14.6.3 Nurses shall sign up for open call shifts electronically to ensure there is a time stamp.
- 8.14.7 Any call shifts that open up after the schedule is posted will be filled by the following process:
  - 8.14.7.1 Management will seek volunteers first, and offer the same standby and callback pay in 8.14.6.1.
  - 8.14.7.2 If no one volunteers, Management will offer additional incentive pay of five dollars (\$5) hour for the call shift.
  - 8.14.7.3 If open call shifts still exist after 8.14.7.1 and 8.14.7.2, management will follow any applicable state and federal laws when filling call shifts, and will pay nurses filling these shifts according to 8.14.6.1.
- 8.14.8 All nurses expected to take call, will be properly trained and oriented, and such training and orientation will be documented in the nurse's employee file before taking call shifts.
- 8.14.9 Walters nurses will be oriented, trained, and competent to the higher acuity call shifts that occur in Main before being assigned call in the Main. The nurses covered by the Walters MOU remain exempt from these call provisions.
  - 8.14.9.1 Nurses' competencies and skills will be reviewed annually; either the nurse or their supervisor may request a review of the nurse's competencies and skills more frequently.
- 8.14.10 Nurses with fewer than two (2) years of Walters and/or Main experience will not be placed on call with any other nurse with fewer than two (2) years of Walters and/or Main experience involuntarily.

## ARTICLE 9 - COMPENSATION

9.1 Hourly Wage Rates. Nurses shall be paid in accordance with the following hourly wage schedule:

Staff Nurse Rate of Pay. The following increases are reflected in the hourly wage schedule: Effective the second full pay period after ratification, staff nurses will receive a four and three-quarters percent ( 4.75%) and one dollar and fifty (\$1.50) increase. Following the first full pay period after November 1, 2025, staff nurses will receive a four percent (4%) across-the-board raise. Following the first full pay period following November 1, 2026, staff nurses will receive a four percent (4%) percent across-the-board raise.

	<b>Ratification</b>	<b>November 1, 2025</b>	<b>November 1, 2026</b>
Base	\$46.02	\$47.86	\$49.77
Step 1	\$47.95	\$49.87	\$51.86
Step 2	\$49.75	\$51.74	\$53.81
Step 3	\$51.63	\$53.70	\$55.85
Step 4	\$53.54	\$55.68	\$57.91
Step 5	\$55.28	\$57.49	\$59.79
Step 6	\$57.23	\$59.52	\$61.90
Step 7	\$59.06	\$61.42	\$63.88
Step 8	\$60.99	\$63.43	\$65.97
Step 9	\$62.83	\$65.34	\$67.95
Step 10	\$65.29	\$67.90	\$70.62
Step 11	\$67.05	\$69.73	\$72.52
Step 12	\$68.84	\$71.59	\$74.45
Step 13	\$70.20	\$73.01	\$75.93
Step 14	\$71.57	\$74.43	\$77.41
Step 15	\$72.97	\$75.89	\$78.93
Step 16	\$74.41	\$77.39	\$80.49
Step 17	\$75.86	\$78.89	\$82.05
Step 18	\$77.36	\$80.45	\$83.67
Step 19	\$78.87	\$82.02	\$85.30
Step 20	\$80.42	\$83.64	\$86.99
Step 21	\$81.80	\$85.07	\$88.47
Step 22	\$83.21	\$86.54	\$90.00
Step 23	\$84.63	\$88.02	\$91.54
Step 24	\$86.10	\$89.54	\$93.12
Step 25	\$86.94	\$90.42	\$94.04



9.1.1 Premium in Lieu of Benefits. Regular full-time and part-time nurses may elect to receive a premium of fifteen percent (15%) added to the nurse's base rate according to the longevity schedule in lieu of all benefits. Supplemental part-time nurses shall be paid in accordance with the staff nurse longevity schedule plus fifteen percent (15%). This election must occur within the first ten (10) days of employment or within thirty (30) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either wages plus benefits or wages plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein. Nurses electing this pay premium are entitled to receive the equivalent amount of time off each year as employees participating in benefits.

9.2 Date of Implementation. Longevity steps will be effective the pay period closest to the nurse's anniversary date. Increases in wage rates (9.1) and premium pay (Article 10) shall become effective the first full payroll period on or after the date designated.

9.3 Recognition for Past Experience - New Hires. Nurses hired during the life of this Agreement shall be placed on the wage scale as follows:

- a. For a nurse with less than one full year of prior recent continuous experience as a registered nurse, the nurse shall be employed at the base rate.
- b. For a nurse with at least one full year of prior, recent, continuous experience as a registered nurse, the nurse shall be employed at not less than the longevity step that matches the nurse's number of full years of prior recent continuous experience as a registered nurse.

Recent continuous experience shall be defined as clinical nursing experience in an accredited hospital or clinic without a break in nursing experience which would reduce the level of practical nursing skills, in the opinion of the Employer. Nurses hired with continuous recent experience as a Licensed Practical Nurse (LPN) shall have such experience credited at a rate of one (1) year for each one (1) year of LPN experience for purposes of the wage schedule.

Nurses with International Experience:

RNs with International Experience: all recent continuous experience will be credited for placement on the wage scale.

- All bargaining unit RNs who have not received full credit for international experience as of Ratification are eligible for a step adjustment. For a period of six (6) months following Ratification, nurses with international experience who believe they are not at the correct step will submit documentation to Human Resources demonstrating their nursing work experience outside of the U.S. to the Hospital. Within two (2) full pay periods following the six (6) months, the Hospital will place the nurse on the correct step retroactive to the second full pay period following ratification (that is, the step at which the International Nurse would have been on at

ratification), plus any step increase the nurse would have gained in the interim. The Hospital will, within those two (2) full pay periods, provide those International Nurses with all due retroactive pay back to the second full pay period following ratification, including factoring in any step increases the nurse was due between the initial corrected placement to the date the nurse receives the retroactive pay.

Any adjustment will be “upwards” (that is, to a more advanced step). The nurses will continue to receive any annual wage step on their anniversary, any wage step correction notwithstanding

9.4 Longevity Steps. Upon completion of each calendar year of employment, all full-time and part-time nurses shall advance to the next higher step in the wage range (9.1).

## ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. Nurses who work the second shift (3 p.m.-11 p.m.) shall be paid a shift differential of three dollars (\$3.00) per hour over the hourly rate of pay. Nurses who work the third shift (11 p.m. - 7 a.m.) shall be paid a shift differential of five dollars and fifty cents (\$5.50) per hour over the hourly rate of pay. Nurses who work an overlapping shift shall receive shift differential for the entire shift if the majority of the hours worked occur during a shift with a designated shift differential. In the event of equal hours, shift differential will be split and paid according to applicable shifts.

10.1.1 Twelve Hour Shifts. Nurses assigned the day shift (0700-1930) shall receive their regular rate of pay. Nurses assigned the night shift (1900-0730) shall receive the night shift differential.

10.2 Standby Pay. Standby pay shall be at the rate of six dollars (\$6.00) for each hour of standby. A nurse required to remain on the premises shall be paid at time and one-half (1 1/2) or higher if required by this Agreement. Standby shall not be paid when the nurse has been called back to work. Upon request, pagers will be made available for nurses on standby status in those clinical areas that have a regularly scheduled standby system.

10.2.1 If a nurse is required to respond to an inquiry directly related to patient care while on standby, the time spent responding to each inquiry shall be considered time worked for a minimum of 15 minutes and shall be compensated at the appropriate rate of pay in addition to standby pay. If the inquiry lasts longer than 15 minutes, the nurse will be paid the appropriate rate of pay in addition to standby pay. The nurse will notate the 15 minutes or actual time spent if greater on the inquiry in the electronic timekeeping system exception log. Payment for responding to each inquiry answered will not result in any contractual premium pay. Time spent working under this section will not count as hours worked for the purposes of Section 8.9, Rest Between Shifts.

10.3 Callback Pay. Any time worked in callback from standby (10.2) shall be compensated for at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay with a minimum of three (3) hours. The minimum callback hours shall apply if the nurse is on standby and reports for work in advance of the assigned shift. Callback pay shall not be pyramided and shall not be paid more than once for the same hours. Nurses who are called back multiple times from standby shall be compensated a minimum of three (3) hours at one and one-half (1 1/2) times the nurse's regular rate of pay when they are called back. If a nurse is called back multiple times in one night

within a three (3) hour period, that period “resets” (for example, if a nurse is called in at 1 a.m. and then again at 3 a.m., the nurse will receive five (5) hours total of callback pay because the 3-hour period that initiated at 1 a.m. reset when the nurse was called back at 3 a.m.). If the nurse is called back multiple times after the first 3-hour period ended, the nurse will receive an additional 3-hours of callback pay at 1 ½ time.

Until the Hospital can implement an electronic timekeeping system to capture the “reset,” any nurse who is called back more than once within three (3) hours will note so in the timekeeping exception log. The Hospital will implement this change within four (4) pay periods after ratification.

10.3.1 Extended Callback. Eight (8) and ten (10) hour shift employees who are called back to work under Section 10.3 and who work more than twelve (12) consecutive hours will be paid at double time (2x) for all consecutive hours worked in excess of twelve (12) hours.

Twelve (12) hour shift employees who are called back to work and who work more than fourteen (14) consecutive hours will be paid at double time (2x) for all consecutive hours worked in excess of fourteen (14) hours.

10.3.2 Any nurse called back to work from standby status on holidays shall be compensated at the rate of double time (2x) the regular rate of pay for a minimum of three (3) hours each time they are called in per 10.3, which shall include any actual time worked.

10.4 Temporary Assignment. Temporary assignment to a higher position within the bargaining unit will result in the nurse being paid at the higher rate commencing from date of such assignment.

10.5 Certification. Nurses who become certified in recognition of clinical specialties to the clinical areas in which they are working will receive certification pay of one dollar (\$1) per hour for each hour worked or, if they are currently receiving premium pay (specialty pay) while working in ICU or CCU units, the option of continuing to receive such pay, but not both. The nurse’s certification must be current and approved by the Employer.

10.5.1 B.S.N./M.S.N. Differential. Nurses who have a Bachelor of Science or Master of Science Degree in nursing or equivalent advanced degree in nursing (including PhD in nursing or DNP) shall receive a differential of one dollar (\$1.00) for all compensated hours. The Nurse is required to provide appropriate proof of the qualifying degree to local HR, and no retroactive payment is due if the Nurse provides appropriate proof at a later date.

10.6 Charge Nurse. Nurses who hold and work a Charge Nurse position, a relief Charge Nurse position or are temporarily assigned to replace a Charge Nurse shall receive three dollars and fifty cents (\$3.50) over their regular rate of pay.

10.7 Resource Nurse. A nurse assigned and holding the position of Resource Nurse shall receive a premium of two dollars and fifty cents (\$2.50) per hour over their regular rate of pay.

10.8 Preceptor Pay. Any nurse assigned as a Preceptor shall receive a premium of two dollars (\$2.00) per hour.

10.9 Mileage. Subject to prior approval, nurses required to use their personally owned automobile on Medical Center business will be reimbursed for their mileage at the current IRS rate.

10.10 Weekend Premium Pay. Nurses shall receive four dollars (\$4.00) per hour for all hours worked from 11:00 p.m. Friday until 11:00 p.m. Sunday. For twelve (12) hour shift employees weekends shall be defined as 7:00 p.m. Friday to 7:00 p.m. Sunday.

10.11 If a nurse responds to an inquiry directly related to patient care while not at work or not on standby, the time spent on each inquiry shall be considered time worked for a minimum of 15 minutes and shall be compensated at the appropriate rate of pay. The nurse will notate the 15 minutes or actual time spent on the inquiry in the electronic timekeeping system exception log. Time spent working under this section will not count as hours worked for the purposes of Section 8.9, Rest Between Shifts. Inquiries taken during stand-by are paid pursuant to 10.2.1.

#### ARTICLE 11 - PAID TIME OFF

11.1 Purpose. The Paid Time Off Program provides for the accrual of hours to be made available to eligible employees who have completed ninety (90) calendar days of employment. The purpose of the Paid Time Off Program is to simplify the management of accrued paid time and to provide a process for employees to manage personal time within certain guidelines.

11.2 Eligibility. Full-time and part-time nurses who have successfully completed ninety (90) calendar days of employment.

11.3 Accrual Rates. Paid Time Off will accrue on all hours and low census hours not to exceed 2080 hours each anniversary year of employment. Accrual rates will begin at the date of hire.

<u>Effective Dates for Accrual Rates</u>	<u>Active PTO</u>	<u>Accruals EIB</u>	<u>Maximum PTO</u>	<u>EIB</u>
0 - 4 years	200	48	368	824
5 - 9 years	240	48	448	824
10 - 19 years	280	48	528	824
20+ years	320	48	608	824

11.4 Access. Paid Time Off and Extended Illness Bank (EIB) is intended to compensate employees who are absent from work for time they would have been scheduled to work. A nurse who has pre-approved Paid Time Off will not be required to utilize any pre-approved Paid Time Off if the nurse has worked their assigned FTE hours for the work week as defined in Article 8.2 and in accordance with Article 8.10. A Paid Time Off Request form is required for vacation requests at least thirty (30) days in advance. Employees are requested to provide as much notice as possible.

In patient care areas, employees are asked to submit requests between January 1st and March 1st of each calendar year for time off beginning May 15th through May 14th. Section 8.6 – Posting of schedules, will continue to apply.

Requests submitted between January 1<sup>st</sup> and March 1<sup>st</sup> of each year will be granted on the basis of seniority. In the event an employee is denied their first and second choice of vacation, the employee will have the option of taking time off at another time. After March 1<sup>st</sup>, time off will be granted on a first come, first serve basis.

In the case of illness or other personal emergency, the employee is requested to notify the supervisor immediately, but not less than two (2) hours prior to the beginning of that shift. The Medical Center will consider six (6) occurrences within twelve (12) consecutive months to be acceptable. Consecutive days off for the same illness or emergency, either Paid Time Off or EIB shall be considered one occurrence. Within four (4) weeks of the date of request, the Employer shall either affirm or deny in writing (including the reasons for denial), nurses paid time off requests.

11.4.1 Prime Time. Prime vacation time is defined as May 15 through September 15, and December 15 through January 5. Employees will not be granted more than two (2) periods of up to seven (7) consecutive days of time off or up to fourteen (14) consecutive days of time off (or less as limited by available PTO accruals) during prime time, if permitting such leave request would result in another nurse not being able to take time off during the same prime time period.

11.4.2 Rotation of Holiday Work. Holiday work shall be equitably rotated on each unit.

11.5 Extended Illness Bank (EIB). EIB has been established to provide coverage to an employee for extended absences from work as the result of illness or injury of the employee or the employee's eligible family member, or for shorter absences involving serious injury or illness as defined below. The employee's access to EIB will commence from the seventeenth (17th) hour forward and will not be applied retroactively to any hours previously paid as PTO. Immediate access to EIB (without waiting period) is available due to inpatient hospitalization (exclusive of Emergency Room visits) or outpatient surgery of the employee, or of the employee's eligible family member.

11.5.1 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265, *et. seq.*), an employee shall have access to PTO and EIB in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition.

11.6 Management of Hours. Employees may transfer Paid Time Off hours to the EIB account. Employees may not transfer EIB hours to the Paid Time Off account.

11.7 Rates of Pay. Paid Time Off and EIB hours shall be compensated at the employee's regular rate of pay including shift differential when the nurse is regularly scheduled to work an evening or night shift.

11.8 Premium Pay Days (Holidays). Some departments may choose to close on certain days of the year. Employees should check with their supervisor for a list of those days. Employees scheduled to work shall be given the option of taking PTO or low census on days their department is closed. The Medical Center will pay any employee required to work on a designated Premium Pay Day time and one-half (1 1/2) for all hours worked on the Premium Pay Day. In providing Premium Pay Day coverage, managers will first ask for volunteers. If enough volunteers are not found, managers will inform employees of any increase in scheduled hours of work prior to posting the work schedule (unless it is a short notice coverage situation). Work on Premium Pay Days shall be rotated by the Employer to the extent possible. Premium Pay Days are as follows:

New Year's	Juneteenth
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas	

For purposes of premium pay, the time period from 3:00 p.m. December 24 to 11:00 p.m. December 25 shall be recognized as the Christmas holiday. The time period from 3:00 p.m. December 31 to 3:00 p.m. January 1 shall be recognized as the New Year's holiday.

11.9 Cash Out Option. St. Joseph Medical Center will allow PTO cash outs in accordance with IRS regulations. A nurse may elect to cash out up to 50% of their PTO accrual (up to 120 hours). Nurses electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during November Annual Enrollment each calendar year prior to accruing the time off in the following year. For example, during Annual Enrollment a nurse may make an irrevocable election to cash out up to no more than 50% of the PTO hours they will accrue in the next calendar year, not to exceed one hundred twenty (120) hours. The payment will be made in the following calendar year during the pay periods defined below. Note: Nurses accruing PTO at the 200 hour tier level may elect to cash out up to 100 hours of PTO in the following year. Payments will be made as follows:

Fifty percent (50%) of election amount paid by July 31 (not to exceed 60 hours) and the remaining fifty percent (50%) paid by December 31 (not to exceed a total of 12 hours or 100 hours for those with accrual at the 200 tier level).

By December 31– the remaining number of hours not cashed out up to 120 hours annual maximum (100 annual maximum for RNs accruing at the 200 hour tier level).

Or one hundred percent (100%) of election amount (not to exceed one hundred twenty (120) hours or one hundred (100) hours for those accruals at the two hundred (200) tier level).

Employees who elect PTO cash out will accrue their elected PTO cash out hours in their regular accrual balance visible on the pay stub. Employees who elect a pay out twice per year and who have not accrued fifty percent (50%) of their election by July will receive the amount they have earned toward their election and the remaining hours will be paid at the time of their December pay out.

Employees who experience a reduction in their overall PTO accrual (i.e., change in hours worked, etc.) or who stop accruing PTO due to a leave of absence or reaching the annual

maximums, for example, may not reach their full cash out election amount and as such will only be paid what they have accrued toward the cash out election at the time of payout.

Additionally, the employer shall provide cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with the U.S. Department of Treasury regulations.

Nurses terminating employment with St. Joseph Medical Center shall not be subject to the limitations above and shall be paid at 100% in accordance with Article 11.12 of the Collective Bargaining Agreement.

11.10 Depletion of Accounts. Employees who have depleted Paid Time Off and EIB accounts may apply for a Leave of Absence governed by the Leave of Absence provisions of this contract.

11.11 Use of Paid Time Off. Employees are encouraged to use at least eighty (80) hours of Paid Time Off per year for vacation. Employees may access Paid Time Off hours to cover low census days. Employees may not utilize any Paid Time Off/EIB hours that would result in a negative balance. Employees may not access Paid Time Off while receiving Workers' Compensation. However, employees working eight (8) hour shifts may access up to two (2) hours per day of EIB for the number of scheduled days of work while receiving Workers' Compensation. Employees working ten (10) hour days may access up to two and one-half (2 1/2) hours per day and employees working twelve (12) hour shifts may access up to three (3) hours per day of EIB while receiving Workers' Compensation.

11.12 Termination of Benefits. Employees who terminate in good standing will be paid as follows:

- a. Paid Time Off accounts paid at 100%
- b. Extended Illness/Injury Time accounts paid at:
  - 1 - 14 years - Paid at 0%
  - 15 - 19 years - Paid at 10%
  - 20 - 24 years - Paid at 15%
  - 25+ years - Paid at 50%

## ARTICLE 12 - EMPLOYEE BENEFITS

12.1 Benefits Plan. All employees who have an assigned FTE of thirty-two (32) hours or more per pay period are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of continuous employment as long as enrollment was made within the 31-days of their new hire date. For those employees who have an assigned FTE of at least forty-eight (48) hours per pay period, the Employer will provide a medical and dental option that pays the employee premium and fifty percent (50%) of the cost of qualified dependent coverage. All employees who have an assigned FTE of thirty-two (32) to forty-seven (47) hours per pay period will be able to participate in benefits as defined in the Employer's benefit program, which will provide a medical and dental option that pays fifty percent (50%) of the cost of employee-only coverage and fifty percent (50%) of the corresponding qualified dependent premium. All employees may participate in available flexible spending accounts.

12.2 Other Insurance. The Employer shall provide Workers' Compensation insurance and Unemployment Compensation Insurance for nurses covered by this Agreement. As to Workers Compensation, the Employer may deduct only the amount mandated by law to be deducted from employee's pay.

12.3 Long-Term Disability Plan. An Employer-paid long-term disability plan shall be provided for eligible nurses covered by this Agreement.

12.4 Health Tests. The Employer shall provide tuberculin skin tests, and/or chest X rays as required by state law. The Employer will offer Hepatitis B vaccine and/or Titer in accordance with CDC Guidelines. The cost of the above lab test shall be borne by the Employer, provided the nurse makes arrangements in advance through the Occupational Health Service Office and such tests are conducted in the clinical laboratory located in the Medical Center.

12.5 Retirement Plan. The Employer will provide a retirement plan for its employees. Retirement benefits, eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan.

12.6 Life Insurance Plan. A group insurance plan in the amount equal to one (1) times the nurse's annual salary will be provided for all full-time nurses who work forty-eight (48) or more hours per pay period.

12.7 Plan Changes. Participation in the Employer's Flexible Benefit Plan and any other benefits set forth in this Article 12 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.

### ARTICLE 13 - LEAVE OF ABSENCE

13.1 In General. All leaves of absence must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days of the request. All leaves of absence shall be without pay unless specifically provided for herein. A leave of absence begins on the first day of absence from work.

13.2 Eligibility. One (1) calendar year will be used for purposes of eligibility for leave for nurses excluding military leave, disability leave and jury duty.

13.3 Disability Leave. A leave of absence for health reasons shall be granted upon the recommendation of a licensed health care provider for the period of disability up to six (6) months, without loss of benefits to the date such leave commences. A pregnancy leave shall be granted for the period of temporary physical disability. Under the Washington Family Leave Act, any leave for sickness or temporary disability due to pregnancy or childbirth shall be in addition to any leave required by Federal law (FMLA).

13.4 Family Medical Act Leave (FMLA). Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, a nurse who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to:



(a) care for the nurse's child after birth, or placement for adoption or foster care; or (b) to care for the nurse's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the nurse unable to perform the nurse's job. The Employer shall maintain the nurse's health benefits during this leave and shall reinstate the nurse to the nurse's former position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. FMLA leave shall be interpreted consistently with the conditions and provisions of federal law.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the nurse must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The nurse may elect to use accrued paid leave time for which the nurse is eligible during family leave.

**13.4.1 FMLA – Leave to Care for an Injured Service Member.** An eligible nurse is entitled to up to twenty-six (26) weeks of unpaid leave during any single 12-month period to care for a spouse, son, daughter, parent or next of kin with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. The single twelve (12) month period begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible nurse is limited to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. Only twelve (12) of the twenty-six (26) week total may be used for an FMLA-qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with U.S. Department of Labor regulations.

**13.4.2 FMLA – Qualifying Exigency Leave.** An eligible nurse is entitled to up to a total of twelve (12) weeks of unpaid leave during a rolling 12-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty, or has been notified of an impending call or order to active duty of a contingency operation. Exigency leave under the FMLA is available to a family member of a service member in the National Guard or Reserves; it does not extend to family members of service members in the Regular Armed Forces. This provision shall be administered in accordance with U.S. Department of Labor regulations.

**13.5 Military Leave.** Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time.

**13.6 Military Spouse Leave.** Up to fifteen (15) days of unpaid leave will be granted to an eligible nurse (nurse who averages twenty (20) or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. The nurse must provide their supervisor with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty.

This provision shall be administered in accordance with RCW 49.77.

13.7 Domestic Violence Leave. Eligible nurses shall be entitled to take leave for domestic violence, sexual assault or stalking that the employee has experienced, or to assist a qualifying family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

13.8 Unpaid Educational Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence up to one (1) year (renewable yearly thereafter) without pay for job-related study, without loss of accrued benefits or longevity step, providing the educational courses to be studied are related to the practice of nursing.

13.9 Bereavement Leave. Up to three (3) scheduled work days of paid leave will be granted during the seven (7) day period following the death of a member of the employee's immediate family. The Employer will give consideration to requests for bereavement leave outside the seven (7) day period. Immediate family shall be defined as; Spouse, Legally Domiciled Adult, Child, Stepchildren, Current child-in-law, Legally adopted child, or child in the process of legal adoption, Legal ward, Child of legally domiciled adult, Miscarriage and stillbirth, Sibling, Half sibling, Step sibling, Current sibling-in-law, Sibling of legally domiciled adult, Parent, Parent-in-Law, Step-parent, Parent of legally domiciled adult, Individual who has, prior to the employee's attaining legal majority, legally stood in place of the employee's parent, Grandparent/Great-Grandparent, Step-grandparent/great-grandparent, Grandparent/Great-Grandparent-in-Law, Grandparent/Great-Grandparent of legally domiciled adult, Grandchild, Step-grandchild/Great-Grandchild, Grandchild/Great-Grandchild-in-Law, Grandchild/Great-Grandchild of legally domiciled adult, and Other persons living in the home. Additional time off with pay may be granted, up to a maximum of five (5) days when extensive travel is required to attend the funeral. Pay for bereavement leave shall include shift differential when the nurse is regularly scheduled to work an evening or night shift. With supervisor approval, nurses may utilize accrued but unused PTO or unpaid time off (if no accrued PTO is available) in instances where the nurse may need more time than offered by this section.

13.10 Jury Duty. After completion of the introductory period (5.7), time off with pay will be granted for jury duty. In order to be eligible for such payments, the nurse must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The nurse must give the Employer prompt notice of the call to jury duty. Pay for jury duty shall include shift differential when the nurse is regularly scheduled to work an evening or night shift.

13.11 Subpoena. Nurses who are subpoenaed to testify on behalf of the Employer or are required to meet with the Employer's attorney or counsel, or to give affidavits in a matter representing the Employer shall be compensated for regularly scheduled time applied to such activity or at the appropriate rate of pay should the nurse be off duty while such activities are conducted. The pay received shall include shift differential when the nurse is regularly scheduled to work an evening or night shift.

13.12 Personal Leave. After one (1) calendar year of continuous employment, a nurse may apply for a personal leave of absence without pay. The Employer will determine whether or not the leave shall be granted and the duration thereof. Personal leaves of absence will not generally be granted for longer than three (3) months.

13.13 Short Term Personal Leave Days. Full-time and part-time nurses shall be granted three (3) days off per year without pay upon request, providing such leave does not jeopardize hospital services.

13.14 Leaves with Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer.

13.15 Benefits During Leave. A nurse on an unpaid leave of absence will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits if the nurse returns to work as scheduled at the end of the allowed leave. To the extent allowed by the applicable insurance policy, a nurse desiring insurance benefits to continue during a leave of absence may do so by paying the full premium to the Employer monthly in advance.

13.16 Return from Leave. Nurses who indicate their availability to return to work on a timely basis shall be entitled to the same position if the leave is ninety (90) days or less (including all paid and unpaid time off). If the leave exceeds ninety (90) days, the nurse will be given the first available similar opening for which the nurse is qualified. Failure by the employee to contact the Employer at least two (2) weeks prior to the end of leave indicating the employee's availability to return to work shall constitute a voluntary resignation from employment. The ninety (90) day commitment contained herein shall not apply to personal and unpaid educational leaves of absence.

#### ARTICLE 14 - NURSING EDUCATION

14.1 Orientation. The objectives of orientation shall be to familiarize new personnel with the objectives and philosophy of the Medical Center and nursing service, to orient new personnel to Medical Center policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in their job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work. If a nurse is orienting to a new acuity or higher skill level of care, the Medical Center will endeavor, consistent with patient care needs, not to pull the orienting Nurse away from their orientation to care for lower-acuity patients. The RN will be permitted to make up a full shift for each shift in which they are pulled away from this orientation, unless the total time interrupted was less than two hours at any point during the shift, in which case an appropriate make-up opportunity will be provided. Through the nursing Conference Committee, suggestions for additions, modifications and deletions or orientation content may be discussed.

14.2 Staff Development. A structured staff development program will be developed by the Employer. When attendance is mandatory, the program will be made available to all shifts. When attendance is voluntary, the Employer, when feasible, will attempt to make the program available to all shifts. At least one staff development program will be provided each month. If attendance on off-duty hours is required, a nurse shall be paid at the regular rate of pay (including shift differential) or overtime rate, when applicable. The functions of staff development shall be:

- a. to promote safe and intelligent nursing care of patients;
- b. to familiarize nursing personnel with Medical Center procedures and equipment;
- c. to develop staff potential;
- d. to review current medical/nursing care trends.

All programs will be posted in the appropriate locations in advance. For those programs that the Employer deems appropriate, the Employer may apply for continuing education units (CEU) credits.

14.2.1 Required Education. Nurses attending required education that results in a reduced workweek may make up the hours in the same pay period (if prearranged and with manager approval, and it does not create an overtime or premium pay situations), take low census, or use PTO to fulfill their FTE.

14.3 Paid Educational/Professional Leave. After one (1) year of continuous employment, nurses shall be allowed up to forty (40) hours of paid educational/professional leave per year including shift differential when a nurse is regularly scheduled to work on an evening or night shift; provided, however, such leave is subject to the approval of the Employer of the subject matter to be studied. Approval of subject matter shall not be unreasonably denied, so long as it is not related to collective bargaining. Scheduling requirements may be a factor in determining how many nurses from a given unit shall be granted leave to attend the same course offering. Should educational leave that has been approved by the Employer be canceled by the Employer, that portion of the registration fee that is not refunded shall be paid by the Employer. Approval or disapproval for educational leave shall be given in writing one (1) week after a request is submitted. For full-time and part-time nurses, the hours paid will be in accordance with the following schedule:

<u>Assigned FTE</u>	<u>Paid Education Hours</u>
80 - 72 hours	40 hours
71 - 60 hours	32 hours
59 - 49 hours	28 hours
48 hours	24 hours
47 - 36 hours	20 hours
35 - 24 hours	16 hours

14.4 Tuition Reimbursement. The Employer will provide nurses covered by this Agreement with its Tuition Reimbursement Program.

14.5 Employer Meetings. Nurses shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. RNs will be paid a minimum of two (2) hours when coming to the Medical Center for mandatory meetings on a scheduled day off.

## ARTICLE 15 - CONFERENCE/NURSING PRACTICE COMMITTEE

15.1 Conference Committee. Management, jointly with the elected representatives of the nurses, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee is to foster improved communications between the Employer and the nursing staff and the function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall be on a permanent basis, shall meet at least bi-monthly and shall consist of six (6) representatives of management and six (6) representatives of the nurses as well as the WSNA Nurse Representative or designee. One of the four management representatives shall be the Vice President of Operations or designee. All members of the Committee shall be employees of the Medical Center.

Nurses shall be compensated at the regular rate of pay for up to ninety (90) minutes per meeting for time spent on the Conference Committee when they are members of the Committee and attend Committee meetings. The Committee may invite additional nurses or management attendees to attend Committee meetings for the purpose of providing information, perspectives and/or data to the Committee to inform its advisory role.

15.2 Nursing Practice Committee. A Nursing Practice Committee will be instituted and maintained. The Nursing Practice Committee shall be advisory and shall not affect the decision-making authority of the Employer concerning its administration and supervision of nursing practices. Such Committee shall be composed of six (6) registered nurses to be elected by the staff nurses, with one (1) representative from all clinical divisions, and six (6) representatives from management appointed by the Vice President of Patient Services. The purpose of this Committee shall be to discuss the quality of nursing practices, care of patients, and the role of the registered nurse in regard to the professional practice of nursing as prescribed by the Washington State Nurse Practice Act. The Committee shall prepare an agenda of topics to be discussed prior to the meeting and keep minutes of all meetings. Copies of the minutes approved by the Vice President of Patient Services and the Chairperson shall be distributed to each member of the Committee and to each cost center. The Committee shall meet quarterly. Special meetings may be called upon mutual agreement. Nurses shall be compensated at the regular rate of pay or be given paid release time for all time spent on the Nursing Practice Committee when they are members of the Committee and attend committee meetings.

15.3 Safety Committee. The Employer shall provide a safe and healthy work place in compliance with federal, state, county, and local laws applicable to the safety and health of its employees. All health and safety equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols, shall be furnished. The Employer will provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Employer shall continue its Safety Committee in accordance with existing regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer of education and preventive health measures for the workplace and its employees, including issues of workplace violence prevention and response. Nurses are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee by utilizing the Medical Center's incident reporting process. Committee membership shall include up to five (5) registered nurses appointed by the Union. The Medical Center will provide nurses who are unable to work because of an incident of workplace violence with paid medical leave as may be required under federal and state law. Time spent on the Safety Committee shall be paid at the regular rate of pay.

15.3.1 Workplace Violence Prevention Plan. The Employer is committed to providing its employees with a nonviolent workplace and will not tolerate workplace violence. To support this commitment, the Employer will maintain a Workplace Violence Prevention Plan that includes the elements of Risk Assessment and Analysis, Risk Reduction Strategies, Incident Response Procedures and Periodic Review of the Plan. This Plan will include posted signs in prominent areas regarding the Medical Center's stance on aggressive behavior. The Safety Committee may provide input to Employer regarding the implementation and impact of the Plan.

15.4 Hospital Staffing Committee. The purpose of this Committee is to develop, oversee, and evaluate an annual nurse staffing plan covering each shift and patient care unit in accordance

with the provisions of RCW 70.41.410-420. The Union will determine how nurses will be selected to serve on the Committee. Committee members will be on paid time while attending Committee meetings.

15.4.1 The parties established Hospital Staffing Committee (HSC) shall be responsible for those activities required of it under RCW 70.41 et seq. The Union will determine how the registered nurse members of the HSC will be selected, including three designated alternatives. Management will comprise not more than fifty percent (50%) of the HSC voting members. The composition of the HSC shall comport with RCW 70.41 and successors thereto. The Medical Center will provide the Union with an updated HSC membership roster by January 1 annually and whenever changes to the membership occur. Participation in the hospital staffing committee by a hospital employee shall be on scheduled work time and compensated at the appropriate rate of pay. Hospital staffing committee members shall be relieved of all other work duties during meetings of the committee. Additional staffing relief must be provided if necessary to ensure committee members are able to attend hospital staffing committee meetings. A WSNA staff representative may attend. HSC meetings will be held at least every month. All changes to the staffing plan in any unit shall be considered and voted upon by the HSC before they are submitted to the Hospital CEO/designee and implemented in accordance with RCW 70.41.420. The Chief Nursing Officer (CNO) shall attend HSC meetings.

15.4.2 If none of the WSNA-designated HSC members are available to attend a meeting, the WSNA team may designate other bargaining unit members to attend the meeting on paid as a proxy and vote on their unit's behalf.

15.4.3 The HSC will meet per the terms of the HSC Charter, and may be extended by mutual agreement of all parties included in the HSC Charter. Any current subcommittee will continue and may be ended by mutual agreement. It is understood that meeting schedules may require that an RN attend on their scheduled day off.

15.4.4 Meeting agendas and staffing plans will be sent to all WSNA HSC members, including the WSNA Nurse representative, at least 21 days in advance of each meeting. Secured documents will only be sent to professional emails.

15.4.5. The HSC shall approve any staffing plan, including any revised plan, that applies to registered nurses within WSNA's bargaining unit by a minimum 50% + 1 majority vote of those present and eligible to vote pursuant to the charter, and must include at least one (1) vote in favor of the staffing plan by an HSC member who is part of the WSNA bargaining unit.

15.4.6 If the committee agrees and assigns any work to a WSNA voting member, the member will be paid two (2) hours (or more if approved by the HSC) to complete such work between HSC meetings. Paid time under this provision, when assigned, will not create an overtime or premium pay situation.

15.4.7 WSNA bargaining unit members who attend HSC at the request of the committee to speak to an issue will be paid for their time spent in attendance. Nurses scheduled to work during HSC will be relieved from work in order to speak at HSC. This paid time will not count as time worked for purposes of overtime.

15.4.8 The Medical Center will strive to maintain staffing levels that provide for safer patient care and the health and safety of nurses. To accomplish this goal, the Medical Center shall endeavor to:

15.4.8.1 Provide staffing levels that enable the nurses the opportunity to receive meal periods and rest breaks.

15.4.8.2 Provide staffing levels that enable nurses to utilize their accrued paid time off pursuant to Article 11.

15.4.8.3 Refrain from assigning nurses to provide care to more patients than anticipated by the agreed staffing guidelines and relevant safety requirements.

15.4.8.4 Avoid assigning Charge Nurses to patient care duties.

15.5 Racial Justice Committee. The Racial Justice Committee (“RJC”) shall be comprised of four (4) bargaining unit nurses selected by WSNA plus the WSNA Nurse Representative, and five (5) representatives from Management. Both sides will endeavor to have racially diverse representatives. The RJC will meet bi-monthly, at a mutually convenient time (currently every third Wednesday); Nurses on the RJC will be paid for time spent at RJC meetings at the appropriate rate of pay (up to two (2) hours in length each). If the committee agrees that there is work to be done outside of the meeting, WSNA Nurse Representatives on the committee may be assigned up to an additional two (2) hours of paid preparatory work time to be used prior to the next meeting. Preparatory Time, when assigned, will not create an overtime or premium pay situation.

The purpose of the RJC will be to develop a sustainable infrastructure at the Hospital that addresses and provides solutions and assistance to address myriad racial issues and promote racial justice at, around, and affecting the St. Joseph’s community, patients, and surrounding areas as well as issues impacting staff (including but not limited to recruitment of nurses that racially represent and reflect the Hospital’s patients and community; discrimination and retaliation faced by staff at work; and a forum that provides safe environments for staff to discuss issues they face and to collaboratively develop systems that address and resolve these issues).

The RJC will assess, review, and if necessary update the charter which will outline the RJC’s goals and create a timeline for tasks, including attainable metrics. The RJC will initially discuss which other groups, individuals, or representatives should be invited to collaborate with it. In addition, the RJC will be represented on any Hospital-wide task forces or committees dealing with issues of racial justice and diversity, equity, and inclusion.

Within four (4) months following ratification, the RJC will have a Diversity, Equity, and Inclusion (“DEI”) professional (who is not affiliated with either WSNA or CommonSpirit) attend a meeting and provide training and guidance to the RJC to assist the group in its mission; and thereafter if fifty per cent (50%) of the RJC turns over, but no more than once annually the Hospital will pay for this DEI professional. The meeting with the DEI professional will be scheduled for up to six hours, with the Nurse members receiving paid time for the full meeting.

Among the long-term goals the RJC will address are:

- Providing suggested content to and a timeline for a trainer to regularly hold training programs on Diversity, Equity, and Inclusion issues for managers.
- Provide a framework for Hospital employees who have experienced racial discrimination, assaults, or other incidents to receive counseling and support through the Hospital's resources. (This would not supplant or replace any existing procedures for employees to report incidents or request investigations of discrimination, harassment, or retaliation.)
- How the Hospital can better provide care – and how individual employees can become better, more responsive nurses – for racially diverse patients and the community, given systemic and historic inequities in how under-served communities have received or had access to health care.
- Recommending and planning Holiday observances at the Hospital that appropriately reflect the culture and values of the Hospital workforce and the community it serves.
- The RJC will maintain a designated portal on the Hospital's electronic information system that, minimally, the co-chairs can access.

#### ARTICLE 16 - GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. By mutual agreement of the Medical Center and the Union, Steps 1, 2 or 3 of the grievance procedure may be waived. If the deadline for advancing or responding to a grievance falls on a weekend or holiday, then the deadline shall become the next business day. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

##### Step 1. Nurse and Immediate Supervisor.

If a nurse has a grievance, the Union must first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse knew or had reason to know that a grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the Union within fourteen (14) calendar days following receipt of the written grievance. Nothing in this provision is intended to prevent the nurse and their immediate supervisor from addressing the issue informally prior to the Union filing a written grievance.

##### Step 2. Nurse, Local Unit Chairperson (or designee) and Vice President or Designee.

If the matter is not resolved to the Union's satisfaction at Step 1, the Union shall present the grievance in writing to the appropriate Vice President or designee within fourteen (14) calendar days following the decision at Step 1. The grievance shall state the contractual provision violated and the relief sought. A conference between the nurse (and a local unit officer, or designee, if requested by the nurse) and the Vice President or designee shall be held at a mutually agreeable time. The Vice President or designee shall issue a written reply within fourteen (14) calendar days following the grievance meeting.



Step 3. Vice President, Human Resources and Union Representative.

If the matter is not resolved in Step 2 to the Union's satisfaction, the grievance shall be referred in writing to the Vice President, Human Resources (or designee) within fourteen (14) calendar days of the Step 2 decision. The Vice President, Human Resources (or designee) shall meet with the nurse and the Union Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President, Human Resources/designee shall issue a written reply within fourteen (14) calendar days of the meeting of the parties.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration by written notice to the other party within fourteen (14) calendar days following the Employer's response at Step 3. Within seven (7) calendar days of the notification that a dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

The arbitrator's decision shall be final and binding on all parties. The arbitrator shall confine himself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to them. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

16.1 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

16.2 Union Grievance. The Union may initiate a grievance at Step 2 if the grievance involves two or more named nurses on the same facts and if the grievance is submitted in writing within fourteen (14) calendar days from the date the nurses were or should have been aware that the grievance existed. Such a grievance shall be submitted to Human Resources.

## ARTICLE 17 - NO STRIKE/NO LOCK-OUT

During the term of the Agreement, the Hospital and the Union agree that there will be no lockout by the Hospital, and neither the Union nor its members, agents, representatives, or employees shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever by the Union or bargaining unit employees, and that all disputes arising under this Agreement shall be settled in accordance with Article 16 - Grievance & Arbitration. This article does not restrict nurses' activities on behalf of other bargaining units (of the Employer or any other employer) while on non-work time.

## ARTICLE 18 - GENERAL PROVISIONS

18.1 Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

18.2 Separability. It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

18.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

## ARTICLE 19 - DURATION

This Agreement shall become effective on the date of ratification through and including October 31, 2027, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence at a mutually agreeable time. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ST. JOSEPH MEDICAL CENTER

WASHINGTON STATE NURSES  
ASSOCIATION

\_\_\_\_\_  
Richard Robinson  
Vice President, Labor & Employee Relations

\_\_\_\_\_  
Carina Price, RN, Co-Chair

\_\_\_\_\_  
Marie LaMarche  
System Director, Employee & Labor Relations

\_\_\_\_\_  
Yunna Flenord, RN

\_\_\_\_\_  
Shelly Mead, RN, Grievance Officer

\_\_\_\_\_  
Toby Sutton  
Chief Human Resources Officer, NW

\_\_\_\_\_  
Shannon Suchland, RN, Co-Secretary

\_\_\_\_\_  
Teresa Kindell, RN, Membership Officer

\_\_\_\_\_  
Jessica Lenczycki, RN

\_\_\_\_\_  
Sarah Guillen, RN

\_\_\_\_\_  
Kat Jabasa, RN

\_\_\_\_\_  
Matthew McGuire, RN, Treasurer

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Kate Frazier, RN

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Pamela Devi Chandran  
Director of Legal Affairs and Strategic  
Initiatives, WSNA

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Jared Richardson, RN  
WSNA Nurse Representative

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND WASHINGTON STATE NURSES ASSOCIATION

Supplemental Part-Time Nurses

1. The job classification of Supplemental Part-Time Nurses is no longer in effect, except for those Nurses who were in that classification as of July 19, 2019 and have continuously been in that position since then.

2. Former Article 5.6.1 of the Agreement shall continue to be applied as it relates to Supplemental Part-Time Nurses:

A nurse who works less than sixteen (16) hours per week or thirty-two (32) hours in a fourteen (14) day period on a regularly scheduled basis, or a nurse who works on an unscheduled basis and commits to work five (5) shifts per month, including one (1) full weekend of two (2) shifts or, in the alternative, work a minimum of three (3) weekend shifts per month. As determined and assigned by the Employer, supplemental part-time nurses may be required to work two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day.

Supplemental part-time nurses may be scheduled for shifts which are open after regular part-time and full-time nurses have been scheduled for their budgeted FTE.

Supplemental part-time nurses shall accrue seniority for purposes of job openings (6.9). However, supplemental part-time nurses may not exercise their seniority for job bidding purposes if there are any nurses on layoff who would be qualified for the position.

3. The following sentence that has been deleted from Article 9.1.1 shall continue to be applied:

Supplemental part-time nurses shall be paid in accordance with the staff nurse longevity schedule plus fifteen percent (15%).

ST. JOSEPH MEDICAL CENTER

WASHINGTON STATE NURSES ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

Ratification Bonus. Effective two pay periods post ratification, a ratification bonus will be paid to bargaining unit Nurses equal to \$1,300 pro-rated by FTE for part-time Nurses. For purposes of this bonus, a 0.9 FTE Nurse is considered a full-time Nurse, not a part-time Nurse, and per diems/supplemental part-time Nurses are considered a 0.2 FTE. The employee must be on the payroll at both the contract expiration date (October 31, 2024) and the bonus payment date.

Signed and dated:

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For St. Joseph Medical Center

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For Washington State Nurses Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

St. Joseph Medical Center herein commits to making a good faith effort to reach an understanding in national traveler contracts that would expand the hospital's ability to rotate travelers into first cut rotation.

Signed and dated:

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For St. Joseph Medical Center

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For Washington State Nurses Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

PTO Donations for WSNA Bargaining Team: Nurses may donate PTO hours to a pool of hours collected for disbursement to the bargaining team. Donations should be submitted on a PAR to the Human Resources Department within twenty-one (21) days following ratification. Copies of PARs will be provided to WSNA and WSNA will provide the Human Resources Department with a distribution list with the number of hours designated for each bargaining team member. The PTO hours will be transferred into applicable nurses' PTO accounts within two (2) pay periods following receipt of the distribution list from WSNA. Nurses receiving pay in lieu of benefits will receive a payment at their regular rate of pay equivalent to the number of the PTO hours they are eligible to receive.

Signed and dated:

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For St. Joseph Medical Center

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For Washington State Nurses Association



MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

The Medical Center will not require any nurse hired into the Walters OR before January 1, 2015 to cross-train into the Main OR for procedures not regularly performed at the Walters OR.

Signed and dated:

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For St. Joseph Medical Center

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For Washington State Nurses Association

Memorandum of Understanding  
by and between  
St. Joseph's Medical Center  
and the  
Washington State Nurses Association

**Meal Period & Rest Break Coverage**

**1. Definitions.**

- a. **Break Nurse.** A registered nurse who has no patient assignments and whose work responsibility is to provide care for the patients of a nurse so that nurse may have an uninterrupted meal period or rest break. The Employer will maintain all dedicated Break Nurse FTEs hired and/or allocated at the time of the ratification of this Agreement, whichever is higher, and will have no fewer than twenty-six (26) FTEs allocated to work as Break Nurses.

**2. Coverage.**

- a. **SJMC Shall Provide Break Coverage.** The Employer will ensure that there is sufficient break coverage to cover all bargaining unit nurses for all rest and meal breaks, as outlined below.
- b. Break Nurses will not be included in the Staffing Matrix, and will not be low censused.
- c. **Break Coverage.** A combination of Break Nurses and other appropriate RN resources will be used to ensure meal periods and rest breaks are offered.
  - i. At the time a schedule is posted, if there are not enough Break Nurses scheduled to provide required break relief coverage, bargaining unit nurses may pick up Break Nurse relief shifts of four (4), six (6), eight (8), ten (10), or twelve (12) hours to provide additional break coverage. Any FTE nurse, including Supplemental Part-Time nurses, and any per diem nurse who has fulfilled their availability requirements may pick up Break Nurse relief shifts.
  - ii. Appropriate RN resources for break coverage may include nurses who have been low censused at the option of the nurse being low censused.
  - iii. No nurse providing break relief can provide break relief to more than one nurse at a time.
  - iv. "Break buddies" will not be used as a practice of providing break relief, will only be used rarely (if at all), and will only be used as a last resource. Break buddies will not be included as a resource on any unit's meal and break plan. No later than July 1, 2025, the Hospital will develop and implement a system to allow nurses to report when the break buddy system was used to cover a break. This data will be broken down by unit, and all data collected will be shared with the Staffing Committee and the WSNA Nurse Representative on a quarterly basis. The first data will be provided to the Staffing Committee and the WSNA Nurse Representative on October 1, 2025.

3. **Recording of Missed Meal Periods and Rest Breaks.** Nurses will record via electronic timekeeping system any time they do not receive a required meal period or rest break. When a nurse clocks out at the end of each shift, the electronic timekeeping system will indicate the number of meal periods and rest breaks to which the nurse is entitled and will prompt the nurse to indicate whether they received all meal periods and rest breaks to which they were entitled during that shift. SJMC will maintain the electronic timekeeping exception logs in the department to be used if there is an issue with the time clock or if the nurse forgets to clock in or out.
4. **Missed Rest Breaks and Missed Meal Periods Will Be Compensated.** Missed or interrupted rest breaks and meal periods (or meal periods and/or rest breaks that are interrupted for a permissible reason under the law, but unable to be completed before the end of the shift) shall be considered hours worked for purposes of this Agreement. Missed or interrupted rest and meal breaks will be compensated at the rate of pay required by this Agreement and by law. Nurses will be advised that it is their obligation to record any time they do not have the opportunity to take a required, uninterrupted rest or meal break.
5. **Interrupted Rest Breaks and Meal Periods.** A meal period and/or rest break can't be interrupted unless there is:
  - i. A specific, unforeseeable emergency. These include: (a) any unforeseen declared national, state, or municipal emergency; (b) when a health care facility disaster plan is activated; or (c) any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services.
  - ii. An unforeseeable clinical circumstance, as determined by the employee that may lead to a significant adverse effect on the patient's condition, unless the employer or employer's designee determines that the patient may suffer life-threatening adverse effects.
6. **Education Process.** The Employer will provide training for SJMC managers on meal periods and rest breaks, the importance of taking meal periods and rest breaks, their impact on patient and nurse safety, the importance of and the process for recording missed or interrupted meal periods and rest breaks, and state law and contractual requirements regarding the number and timing of meal periods and rest breaks.
7. **No Retaliation.** Nurses shall be free from retaliation or discipline for recording missed and interrupted meal periods and rest breaks. SJMC will promptly investigate any allegation of retaliation and take appropriate action.
8. **Effectiveness.** At each monthly staffing committee meeting, the Employer shall report out on missed/interrupted meals and breaks in accordance with state law (RCW 49.12.480). If 20% or more of a unit's break obligations are missed/interrupted in the prior quarter, the HSC will review the unit findings at a future staffing committee meeting to discuss any systemic issues leading to missed meal or rest breaks. If determined by the staffing committee as necessary, a recommendation to the impacted unit shall be made on how to meet the meal and break plan.

Memorandum of Understanding  
by and between  
St. Joseph's Medical Center  
and the  
Washington State Nurses Association (for the duration of the 2024-2027 Agreement)

**Violence Prevention Plan**

As part of its violence prevention plan(s) for 2024 and subsequent years, the Hospital will initiate and/or continue the following safety procedures:

- Conference Committee will be extended quarterly by up to one hour to discuss:
  - The parties may also agree to debrief on individual instances of workplace violence and make recommendations based on such incidents that may be effective to prevent WPV events.
  - WPV will be tracked by all data available to measure WPV metrics, including any objective data or reports of incidents in which the weapon detection system was engaged, including all reports of weapons or contraband detected and/or confiscated, will be shared by the Employer monthly to the Conference Committee. If Conference Committee is canceled or otherwise delayed, the information will be provided to all WSNA members of the Conference Committee, as well as the WSNA Nurse Representative.
- The Medical Center will have an effective and responsive security force. By way of example, security must be trained and capable of physically intervening (including, if necessary, touching an assailant to protect the person being assaulted) if an employee, etc. is being assaulted by a patient, visitor or any other individual(s).
- All visitors must check in upon arrival to the Hospital, provide identification if over sixteen (16) years of age, and be given a dated sticker with the unit the visitor intends to visit and the visitor's name on it. This sticker must be worn visibly as long as the visitor remains on campus.
- Posted notices indicating that neither weapons nor violence against employees are tolerated on the Hospital's premises, that the Hospital will pursue all legal avenues against violators, and that the Hospital is monitored on a 24/7 basis in order to ensure a safe environment for all patients, families, and personnel.
- Provide in-services regarding Code Gray responses.
- Appropriate patient restraints available in all nursing areas.
- Nurses who are injured will receive immediate medical attention and are not required to return to duty after doing so; they will also have full access to available leave benefits.
- A comprehensive violence/safety program tailored to the Hospital per Washington state law.
- Mandatory training on caring for patients with behavioral health issues annually. Such training shall include steps to protect the RN, patient(s), and others from a patient's violent/abusive behavior. The training shall also include methods to assist in the prevention of violent/abusive behavior in patients with behavioral health issues.
- If a nurse feels threatened by a patient, family member, or visitor, that nurse may request an immediate security response, intervention, or threat assessment through the Threat Assessment Team (TAT).
- The Hospital will not discourage a nurse from filing a police report or any agency claims as a result of the nurse being subject to workplace violence.

- The Hospital will not retaliate or discriminate against any nurse who has been subject to workplace violence, or who has filed a report or claim as a result of an incident of workplace violence.
- Doors currently set with card-swipe locking mechanisms will be maintained. By the end of the 2024-2027 CBA, the Hospital will have card-swipe locking mechanisms installed in all other nursing units.

Memorandum of Understanding  
by and between  
St. Joseph's Medical Center  
and the  
Washington State Nurses Association (for the duration of the 2024-2027 Agreement)

**Emergency Department Weapon Detection Pilot Program**

No later than six (6) months after ratification, the hospital will start a Weapon Detection pilot program by installing and staffing a Weapon Detection system in the Emergency Department.

Upon expiration of the contract, the pilot program will end and management will notice the union of its continued usage or end of the Weapon Detection System at St. Joseph's Medical Center. The Medical Center will provide a written explanation of the reasons for its decision, focusing primarily on objective data of workplace violence incidents. The decision shall be primarily based on the objective data that was provided to the Conference Committee and the Safety Committee.

Memorandum of Understanding  
by and between  
St. Joseph's Medical Center

**BAYLOR INNOVATIVE WEEKEND SHIFT ("IWS")**

In order to ensure adequate weekend coverage, the Union and the Hospital agree that the Hospital will offer positions on a special weekend work program. Nurses who are awarded these positions (based on criteria established in Art. 6.9 – Job Openings) are required to work a schedule consisting of two (2) twelve (12) hour shifts every weekend between the hours of 1:00 p.m. Friday to 7:30 a.m. Monday. By no later than three (3) months following ratification of the '24-'27 Agreement, the Hospital will have posted eight (8) Innovative Weekend Shifts ("IWS"). Minimally, two (2) IWS shifts will be posted in Critical Care. The Hospital will post the remaining six (6) IWS positions in departments of its choosing. The Hospital will maintain these eight (8) IWS positions throughout the duration of this Agreement, unless there is mutual agreement between the Union and the Hospital. Nine (9) months following ratification of this Agreement, the Hospital Staffing Committee, and annually thereafter, will review weekend call-offs and coverage in the departments where IWS shifts have been implemented, and discuss implementing of additional IWS in other departments beyond those where IWS have been initially implemented.

All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Workday.** The normal workday shall consist of twelve (12) hours' work to be completed within twelve and one-half (12-½) consecutive hours. Meals/Rest Periods shall be administered in accordance with Article 8.5 of the CBA.
2. The hourly rate for IWS nurses shall be the equivalent of time and one-half (1 ½) of their regular rate of pay for all hours worked ("IWS Nurse rate"). IWS nurses are eligible for all premiums and differentials except for consecutive weekend pay.
3. **FTE Status.** The nurse is considered a 0.9 FTE, and has hours paid as described in this document. Seniority will accrue based on hours worked as described in Article 7 - Seniority.
4. **Overtime Pay.** If a nurse works beyond the end of the twelve (12) hour shift, all hours worked beyond twelve consecutive hours shall be paid in accordance with Article 8.4.1 - 12-Hour Shifts.
5. **Benefits.** IWS nurses are eligible for full-time medical, dental, and vision insurance benefits and will contribute to co-premium amounts, if any, at the full-time rate.
6. **Paid Time Off.**
  - The nurse will accrue Paid Time Off and EIB based on hours worked as outlined in Article 11.
    - If the nurse elects to take paid time off, they will be paid 12 hours of PTO at the IWS Nurse rate for one shift, or 24 hours for two shifts/one weekend. The nurse's 0.9 FTE status will be unaffected.

- Should a holiday fall on a scheduled Friday, Saturday, or Sunday, the nurse will be required to work the holiday unless the nurse has been granted time off per the PTO scheduling requirements of the applicable section of the parties' Agreement.
  - IWS Nurses will receive one and one half (1 ½) times their IWS Nurse rate for holidays worked during their shift.

7. **Pay for Non-Weekend Scheduled Hours.** If an IWS nurse works extra shifts during the week, they will be paid at their regular rate of pay (not their IWS Nurse rate) plus premiums or differentials associated with the extra shift.

8. This MOU will sunset upon expiration of the contract.



**Memorandum of Understanding  
by and between  
St. Joseph's Medical Center**

**Night Shift Longevity Incentive**

Beginning in 2025, RNs with five (5) or more years of experience and who work the night shift shall receive a bonus of one thousand dollars (\$1,000) annually, included in the last paycheck of each calendar year.

If an RN reaches five (5) years of RN experience after June 30th of the calendar year, or if an RN with five (5) or more years of RN experience starts working on the night shift after June 30th, the RN will receive a reduced bonus of five hundred dollars (\$500) for that year.

If an RN reaches five (5) years of RN experience on or before June 30th of the calendar year, or if a RN with five (5) or more years of RN experience starts working on the night shift on or before June 30th, the RN will receive the full bonus of one thousand dollars (\$1,000) for that year.

The RN must be on the payroll and working night shift at the bonus payment date. his MOU will sunset upon expiration of the contract.