

2021 - 2024

COLLECTIVE BARGAINING AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER
Tacoma, Washington

and

WASHINGTON STATE NURSES ASSOCIATION

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MEMORANDA OF UNDERSTANDING

- Supplemental Part-Time Nurses
- Payroll Issues, Lactation Room, Ratification Bonus
- Traveler Contracts
- PTO Donation for WSNA Bargaining Team
- Walters OR - Cross-train
- Extra Shift Incentive

- Utilization of Travelers
- Parking and Facility Safety Committee
- Racial Justice Task Force

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 "Association").

ARTICLE 1 - RECOGNITION

The Employer recognizes the Association as the representative for all registered nurses employed by the Employer as Staff Nurses 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 Association 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 Association 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 such 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 Association and all nurses who become members of the Association during their employment by the Employer shall remain members for the life of the Agreement.

Nurses hired on or after November 1979 may not be required to join the Association as a condition of employment but within thirty-one (31) days from the date of hire shall pay to the Association an amount of money equivalent to the regular Association dues as agency fees. Those nurses who choose not to join the Association or pay an agency fee based on a bona fide religious preference shall pay the same amount of money to a non-religious charity. The Association will accept the receipts as Association dues. Failure to comply with this condition shall, upon the written request of the Association, result in the discharge of the nurse. The requirement to join the Association and remain a member in good standing shall be satisfied by the payment of regular dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit. The Association 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 Association 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 Association dues from the pay of each member of the Association 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 Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deduction. The Association and each nurse authorizing the assignment of wages for the payment of Association 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 Bargaining Unit Roster. On a monthly basis, the Employer shall provide the Association, 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, and date of hire. Twice a year, upon request by the Association, the Employer shall provide the Seniority Roster to the WSNA local unit chair.

ARTICLE 4 - ASSOCIATION REPRESENTATIVES

4.1 Access to Premises. Duly authorized representatives of the Association 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. Association 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 Association 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 Association has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Association 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 CHI Franciscan facility in Tacoma or Lakewood. The Employer will provide the local unit chairperson with a schedule of new hire orientation dates and any changes thereto. During onsite hospital designated new hire orientation, the Hospital will inform newly hired nurses that WSNA representatives will be available to meet with them during the lunch period in the designated room and are offering lunch. 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. 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 paperwork session. The St. Joseph Medical Center/WSNA contract can be found at 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 Association 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 Association notices. All postings shall carry the WSNA logo or name. The Association 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 Association agrees to limit the posting of union materials to the designated bulletin boards.

4.6 Conference Rooms. The Association 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 Association'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 Association in the event it is necessary to cancel the Association's scheduled conference room. The Association 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 Association fails to adhere to the provisions of this Article. Employees who attend meetings with Association'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 or a registered nurse who is hired or transfers to a department that requires specialized training and new skill development. A resident nurse may be offered a residency or will be assigned a preceptor when no formal residency program is available or offered. 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 residency agreement which is attached to this Agreement as Appendix A.

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 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;
- d. An RN cross-training into a new clinical area;
- e. An RN who has completed his/her residency but needs additional training time;
- f. An RN needing additional and/or necessary specific skill development as approved and directed by management.

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. The Employer will first seek volunteers before making preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses 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 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 program. A nurse will have completed the residency program, for purposes of this Agreement when the nurse has successfully passed the residency program examination. The date on which the Nurse successfully passes the required residency examination marks the start of the two-year repayment period. 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 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.

5.7.2 Residency Loan Repayment. If the residency applicants decline during the life of this contract the employer has the right to revert back to \$2000/\$4000 payback amounts identified in Appendix A.

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.

Effective the first full pay period following the date of ratification, 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 .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. Employment and wage determination shall be based upon professional qualifications, irrespective of race, color, creed, sex, national origin, age, marital status, religion, veteran's status, sexual orientation, gender identity, genetic information or the presence of sensory, mental or physical disability subject to the presence of occupational requirements.

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 or unverified sick leave. 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 an Association representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action. For per diem nurses, the Hospital 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.

6.4 Personnel Files. Nurses shall have access to their personnel files in accordance with RCW 49.12.240, 250 and 260. Written personnel action forms in duplicate will be used to specify conditions of hiring, change in status, pay, shift, or leave of absence. The nurse shall be given one copy of this form. Nurses shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file and to 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. Removal shall be at the discretion of the Medical Center.

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 forty-five (45) 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 Kronos Exception Log. Pay changes that are not automated and/or cannot be entered at the time clock must 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 Kronos training is available 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 her/his 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 VMFS 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).

6.11.1 Acuity Tool Pilot. The Nurse Staffing Committee will collaborate and actively participate in the implementation of the EPIC Acuity Tool, or any alternative Acuity Tool, and work together to make recommendations including but not limited to: determining duration of the pilot; reviewing data collected to ensure common understanding; providing feedback on the timeline to expand the Acuity Tool house-wide; and recommending improvements in the training and communications processes. On the designated pilot units, all the Charge nurses will utilize the acuity tool during the pilot. Additionally, there will be two (2) Charge Nurses from each piloted floor, who will be designated as the Subject Matter Experts and resources for the other Charge Nurse during the pilot period.

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 Association 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 Association 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 Association 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 .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 Association 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 Flexible Staffing (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	-	Agency
Next Cut	-	Nurses working in an overtime condition (excluding nurses receiving rest between shift premium pay)
Next Cut	-	Requested cut (volunteers)
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 (*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.*)

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 Association, 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.) Travelers will be regarded as temporary employees for purposes of this section. 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 his/her 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 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.

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- 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. Same Day Surgery, Gig Harbor
- i. Women and Infants
- j. Outpatient Oncology, Inpatient Oncology, Bone Marrow Transplant
- k. GI Lab
- l. Cardiac Catheterization Laboratory
- m. Interventional Radiology
- n. Med/Surg - 2 South
- o. Cardiac Rehab
- p. Hyperbaric

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 Association 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. Overtime shall be computed to the nearest fifteen (15) minutes. 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 his/her 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/Rest Periods. Meal periods and rest periods 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 rest period of fifteen (15) minutes on the Employer's time, 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 straight time 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 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 ½ 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 ½ 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 Association, 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 her/his assigned FTE hours during the work week. Low Census 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 Association 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.

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: Following the first full pay period after ratification, staff nurses will receive both a three (3) per cent across-the-board raise and an eight (8) per cent market raise adjustment. Following the first full pay period after November 1, 2022, staff nurses will receive a four (4) per cent across-the-board raise. Following the full pay period following Nov. 1, 2023, staff nurses will receive a four (4) per cent across-the-board raise.

	<u>Ratification</u>	<u>November 1, 2022</u>	<u>November 1, 2023</u>
Base	\$36.87	\$38.34	\$39.87
Step 1	\$38.45	\$39.99	\$41.59
Step 2	\$39.95	\$41.55	\$43.21
Step 3	\$41.51	\$43.17	\$44.90
Step 4	\$43.09	\$44.81	\$46.60
Step 5	\$44.54	\$46.32	\$48.17
Step 6	\$46.13	\$47.98	\$49.90
Step 7	\$47.67	\$49.58	\$51.56
Step 8	\$49.26	\$51.23	\$53.28
Step 9	\$50.79	\$52.82	\$54.93
Step 10	\$52.82	\$54.93	\$57.13
Step 11	\$53.60	\$55.74	\$57.97
Step 12	\$54.60	\$56.78	\$59.05
Step 13	\$55.42	\$57.64	\$59.95
Step 14	\$55.97	\$58.21	\$60.54

Step 15	\$56.81	\$59.08	\$61.44
Step 16	\$57.65	\$59.96	\$62.36
Step 17	\$57.65	\$60.64	\$63.07
Step 18	\$58.96	\$61.32	\$63.77
Step 19	\$60.28	\$62.69	\$65.20
Step 20	\$61.64	\$64.11	\$66.67
Step 21	\$61.64	\$64.84	\$67.43
Step 22	\$63.04	\$65.56	\$68.18
Step 23	\$63.04	\$65.89	\$68.53
Step 24	\$63.67	\$66.22	\$68.87
Step 25	\$64.46	\$67.04	\$69.72
Step 26	\$65.42	\$68.04	\$70.76
Step 27	\$65.42	\$68.04	\$70.76
Step 28	\$66.22	\$68.87	\$71.62
Step 29	\$66.87	\$69.54	\$72.32
Step 30	\$67.69	\$70.40	\$73.22

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 compensated at a minimum in accordance with the following plan:

- 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, up to a maximum of the twelfth (12th) longevity step.

- c. A nurse with at least thirteen (13) full years of prior recent continuous experience as a registered nurse shall be placed at not less than the twelfth (12th) longevity step.
- d. For a nurse with at least sixteen (16) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the fourteenth (14th) longevity step.
- e. For a nurse with at least twenty (20) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the sixteenth (16th) longevity step.
- f. For a nurse with at least twenty-four (24) years of prior recent continuous experience as a registered nurse, the nurse shall be placed at not less than the eighteenth (18th) longevity step.

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) at a Franciscan Health System hospital shall have such experience credited at a rate of one (1) year for each two (2) years of LPN experience for purposes of the wage schedule.

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). Effective the first full pay period after November 1, 2022, the “ghost steps” at Steps 17, 21, and 23 will each be populated with an hourly rate halfway between the step below and above that step.

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 two dollars and seventy-five cents (\$2.75) 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 four dollars and seventy-five cents (\$4.75) per hour over the hourly rate of pay, effective the first full pay period following ratification. 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 four dollars and twenty-five (\$4.25) for each hour of standby status up to sixty (60) hours per pay period. For standby in excess of sixty (60) standby hours per pay period, a nurse shall receive an additional one dollar and twenty-five cents (\$1.25) per hour for all standby hours over sixty (60) standby hours in a pay period.

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. 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 take a telephone call directly related to patient care while on standby, the time spent on each telephone call 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. Payment for telephone calls 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 not apply when the nurse 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.

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 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. Effective the first full pay period after March 1, 2022 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, and no retroactive payment is due if the Nurse provides appropriate proof at a later date.

10.6 Charge Nurse. Effective the first full pay period after sixty (60) days from the date of ratification, any nurse assigned by Nursing Administration as Charge Nurse, or a relief Charge Nurse temporarily assigned to replace a Charge Nurse shall receive two dollars and fifty cents (\$2.50) per hour (effective the second full pay period after ratification, this increases to two dollars and seventy-five cents (\$2.75)) 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 twenty-five (\$2.25) per hour over their regular rate of pay.

10.8 Preceptor Pay. Any nurse assigned as a Preceptor shall receive a premium of one dollar and twenty-five cents (\$1.25) 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 three dollars (\$3.00) per hour for all hours worked from 11:00 p.m. Friday until 11:00 p.m. Sunday. For twelve (12) hour shift employees it shall be defined as 7:00 p.m. Friday to 7:00 p.m. Sunday.

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 his or her 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 1st and March 1st of each year will be granted on the basis of seniority. In the event an employee is denied his/her first and second choice of vacation, the employee will have the option of taking time off at another time. After March 1st, 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), nurse's 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	President's Day
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 his or her 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 a separate accrual balance which will be visible on the pay stub. Employees will only have access to these accrued hours for purpose of elected cash out.

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 Association 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 his or her 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 parent, grandparent, wife, husband, brother, sister, child, grandchild, significant other in lieu of spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, or step-persons. 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.

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 Association. 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 Nurse 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 Association 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 Nurse Staffing Committee (NSC) shall be responsible for those activities required of it under RCW 70.41 *et seq.* The composition of the NSC shall comport with RCW 70.41 and successors thereto. The Association will determine how the registered nurse members of the NSC will be selected, including three designated alternatives. The Medical Center will provide the Association with an updated NSC membership roster by January 1 annually and whenever changes to the membership occur. Attendance at Committee meetings by appointed committee members will be on paid time basis at the nurse's regular rate of pay and nurses shall be relieved of all other work duties during meetings. A WSNA staff representative may attend. NSC meetings will be held at least every two (2) months. All changes to the staffing plan in any unit shall be considered and voted upon by the NSC before they are submitted to the Hospital President and implemented in accordance with RCW 70.41.420(6). The Hospital President shall attend at least one Staffing Committee meeting per year, and may attend more at their discretion

15.4.1.1 In the first six (6) months of 2022, the NSC will hold an additional two meetings (beyond those currently scheduled) to review the acuity tool pilot program.

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

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

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

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

15.4.2.4 Avoid assigning Charge Nurses to patient care duties.

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 Association, 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 nurse 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 nurse within fourteen (14) calendar days following receipt of the written grievance.

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

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the 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 chairperson, 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 Association Representative.

If the matter is not resolved in Step 2 to the nurse'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 Association 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 Association 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 Association shall attempt to agree on an arbitrator. If the Employer and the Association fail to agree on an arbitrator, a list of eleven (11) 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 him. 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 Association Grievance. The Association 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 - UNINTERRUPTED PATIENT CARE

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage or a threat thereof, the Association and its officers will do everything within their power to end or avert the same. Any nurse participating in any strike, picketing, slowdown or work stoppage will be subject to immediate dismissal.

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 Association, 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.


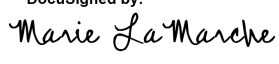
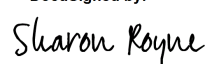
18.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that 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


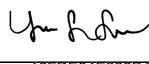
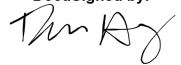
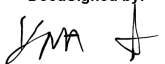
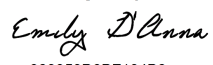
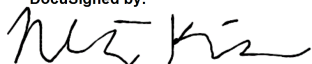

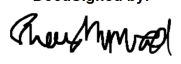

This Agreement shall become effective on the date of ratification through and including October 31, 2024, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) 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 Jun 15, 2022, 2022. 3:28 PM PDT

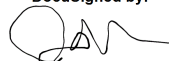
ST. JOSEPH MEDICAL CENTER
ASSOCIATION

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Chris Scanlan
Vice President, Labor & Employee Relations
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Marie LaMarche
Division Director, Employee & Labor Relations
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Sharon Royne
Chief Human Resources Officer

WASHINGTON STATE NURSES

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Dian Davis RN
DocuSigned by:

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Yunna Flenord, RN
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Brandon Hardaway, RN
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Kathryn Heffernan, RN
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Emily D'Anna, RN
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Naomi Kincade, RN
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Linda Burbank, RN
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Shelly Mead, RN
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Matthew McGuire, RN

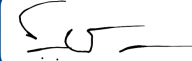
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Sally Budack, RN

DocuSigned by:



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Pamela Devi Chandran

WSNA Labor Counsel

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Barbara Friesen

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Barbara Friesen, 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.

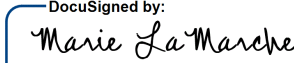
Supplemental part-time nurses may be scheduled for shifts which are open after regular part-time and full-time nurses have been scheduled for their budgeted FTE.

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:

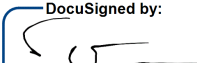
Supplemental part-time nurses shall be paid in accordance with the staff nurse longevity schedule plus fifteen percent (15%).

ST. JOSEPH MEDICAL CENTER

By 
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WASHINGTON STATE NURSES ASSOCIATION

By 
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Date: Jun 15, 2022 | 12:27 PM PDT

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION


Payroll Issues: The Division Director of HR Operations and the Medical Center HR Director shall, within ninety (90) days of contract ratification, meet with a committee of three (3) nurses as appointed by the Association for up to two (2) hours to hear and discuss concerns regarding pay stubs, paycheck errors and related payroll issues. Thereafter, the Division Director of HR Operations and the Medical Center HR Director shall meet with the WSNA committee up to three (3) times for two (2) hours during the succeeding twelve (12) months. The nurses who attend the meetings shall attend on paid time.


Lactation Room: Breastfeeding employees may request access to a designated place for the expression of breast milk consistent with Medical Center policy and RCW 43.70.640. Within forty-five (45) days following ratification of the 2021-2024 Agreement, an advisory committee will convene for the purpose of 1) improving the quality of and access to existing lactation rooms in the Medical Center; 2) discussing additional lactation facilities at the Medical Center; and 3) developing communications to managers, supervisors, and break nurses regarding the rights and needs of lactating nurses.

The advisory committee will comprise three (3) bargaining unit registered nurses selected by WSNA, and two or three management and/or HR representatives of the Medical Center's choosing. The parties will mutually invite an International Board Certified Lactation Consultant to join the committee. The bargaining unit registered nurses will be paid for their time attending meetings of the committee and doing underlying research and work to support the Committee's goals (time spent in research and work done in support of the committee's goals will be limited to a total bank of four hours per meeting). The first meeting of the Committee will be set for two (2) hours, and the committee may meet two times thereafter for 60 minutes each.

Ratification Bonus: Effective two pay periods post ratification, a ratification bonus will be paid to bargaining unit Nurses equal to \$2,500 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 diem/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, 2021) 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.

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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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Marie LaMarche

Jun 15, 2022 | 3:28 PM PDT

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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

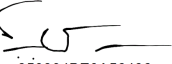
AND

WASHINGTON STATE NURSES ASSOCIATION

The Medical Center will not require 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.

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For Washington State Nurses Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION


Extra Shift Incentive

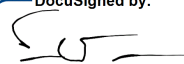
Effective August 25, 2019: The Employer and the Association agree that in response to staffing issues, a shift incentive of \$5.00 per hour will be added to the RN's regular rate of pay for nurses who work an extra shift in patient care. The purpose of this incentive is to encourage nurses to voluntarily sign up to work extra open shifts beyond their FTE. This incentive will be available through April 30, 2022.

Nurse Eligibility Requirements:

- The nurse must work a direct patient care shift
- The nurse must have an assigned FTE of 0.6 or greater
- The nurse must work her/his assigned FTE during the work week in which she/he picks up the extra shift(s) in order to receive the incentive pay. If a short notice absence occurs in the work week the extra shift is worked, the nurse will be ineligible for incentive pay.

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For Washington State Nurses Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER


AND

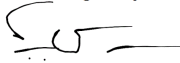
WASHINGTON STATE NURSES ASSOCIATION

Utilization of Travelers

In 2022, the parties agree to extend the February Conference Committee meeting by 30 minutes to discuss plans for how traveler staff will be utilized in the Family Birth Center for the anticipated seasonal surge in that department between July 1 and October 1 of the following year. The parties also agree to extend the August 2022 Conference Committee meeting by 60 minutes to discuss plans for how traveler staff will be utilized for the anticipated seasonal surge between the months of January and April of 2023.

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For Washington State Nurses Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

Parking and Facility Safety Committee (For Term of 2021-2024 Agreement)

Hospital administration, including a representative of Hospital security, shall, within ninety (90) days of contract ratification, meet with a Parking and Facility Safety Committee of three (3) nurses as appointed by the Association for up to two (2) hours to review concerns regarding parking and facility exterior safety security issues. The first meeting will include a member of Hospital executive leadership.

Thereafter, the Hospital administration shall meet with the WSNA committee bimonthly for two (2) hours each during the first year of the contract. Thereafter, upon request from WSNA, it will meet up to quarterly (for two (2) hours each). The nurses who attend the meetings shall attend on paid time.

The committee will review potential solutions to parking and facility safety issues, including but not limited to: maintaining the skybridge as a 24/7 badge entrance, the adequacy of parking escort services and regular security patrols in parking lots/areas especially in hours of darkness, and weapons screening at the Emergency Department entrances.

During the term of this 2021-2024 Agreement, the Hospital will not reduce any security measures (such as reopening of the skybridge as a badged entrance and maintaining a security officer on the corner of 19th & J from during the 7 a.m. and 7:00 p.m. shift changes, and on weekdays, from 5:15 a.m. through 7:30 am.) without prior discussion in the Parking and Facility Safety Committee, absent exigent circumstances.

The committee will also receive reports from management representatives on their work with local authorities to improve safety in the vicinity of the Hospital campus.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. JOSEPH MEDICAL CENTER

AND

WASHINGTON STATE NURSES ASSOCIATION

Racial Justice Task Force (For Term of 2021-2024 Agreement)

Within ninety (90) days of ratification, four (4) bargaining unit nurses selected by WSNA plus the WSNA Nurse Representative, and five (5) representatives from Management will meet to discuss the formation of a Racial Justice Taskforce. Both sides will endeavor to have racially diverse representatives. The Taskforce will meet monthly for 12 months, and then bimonthly, before the Conference Committee; Nurses on the Taskforce will be paid for time spent at Taskforce meetings at the appropriate rate of pay (up to two (2) hours in length each).

The purpose of the Taskforce 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.

The Taskforce will develop a charter which will outline its goals and create a timeline for tasks, including attainable metrics. The Taskforce will initially discuss which other groups, individuals, or representatives should be invited to collaborate with it. In addition, the Taskforce will be represented on any Hospital-wide taskforces or committees dealing with issues of racial justice and diversity, equity, and inclusion.

Within three (3) months of its first meeting, or as soon thereafter as practicable, the Taskforce 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 Taskforce to assist the group in its mission. 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 Taskforce will address are:

- Establishing training programs to be on Diversity, Equity, and Inclusion issues for managers and employees; with consideration of offering in-person training as soon as safe to do so
- 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 providers – for racially diverse patients and its community, given systemic and historic inequities in how under-served communities have received or had access to health care.
- Holiday observances at the Hospital that appropriately reflect the culture and values of the Hospital workforce and the community it serves.
- The Taskforce will establish a designated portal on QuickLinks.