

Style Definition: TOC 1

2023—20252026-2028

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**TACOMA GENERAL HOSPITAL**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

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**2023-2026 - 20252028**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**TACOMA GENERAL HOSPITAL**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

THIS AGREEMENT is made and entered into by and between Tacoma General Hospital, (hereinafter referred to as the "Employer" or "Hospital"), and the Washington State Nurses Association (hereinafter referred to as "WSNA" or the "AssociationUnion"). The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work and conditions of employment.

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**ARTICLE 1 - RECOGNITION**

The Hospital recognizes the UnionAssociation as the exclusive collective bargaining representative for all registered nurses employed by the Hospital as regular full-time and part-time staff nurses, excluding supervisory and managerial employees, employees assigned to Nursing Administration, and all other employees.

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**ARTICLE 2 - MANAGEMENT RESPONSIBILITY**

2.1 The UnionAssociation recognizes the rights of the Hospital to operate and manage the Hospital, including but not limited to the rights to establish and require standards of performance, to maintain order and efficiency; to direct nurses; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out or curtail the whole or any part of the operation; to select, hire, classify, assign, promote or transfer nurses; to discipline, demote, suspend or discharge nurses for cause; to lay off and recall nurses; to require reasonable overtime work of nurses; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Hospital, shall not be exercised so as to violate any of the specific provisions of this Agreement.

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2.2 The parties recognize that the above statement of management rights is for illustrative purposes

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only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

### ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTIONS

**3.1** UnionAssociation Membership. All nurses covered by this Agreement, who are now members or become members of the UnionAssociation prior to January 6, 2004, shall, as a condition of employment, remain members in good standing in the UnionAssociation. "In good standing," for the purposes of this Agreement, is defined as the tendering of UnionAssociation dues on a timely basis.

It shall be a condition of employment that all nurses covered by this Agreement who are hired on or after January 6, 2004, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the UnionAssociation.

**3.1.1** Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the UnionAssociation, unless the employee fulfills the membership obligations set forth in this Agreement.

**3.1.2** Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the UnionAssociation as a condition of employment. Such a nurse shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund.

**3.1.3** These religious objections and decisions as to which fund will be used must be documented and declared in writing to the UnionAssociation. Any nurse exercising their right of religious objection must provide the UnionAssociation with a receipt of payment to an appropriate charity on a monthly basis.

**3.1.4** The Employer shall make newly hired nurses aware of the membership conditions of employment at the time of hire.

**3.2** Dues Deduction. During the term of this Agreement, the Hospital shall deduct dues from the pay of each member of the UnionAssociation who voluntarily executes a wage assignment authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly to the Association-Union by check payable to its order. Upon issuance and transmission of a check for the correct amount to the AssociationUnion, the Hospital's responsibility shall cease with respect to such deductions. The Union Association and each nurse authorizing the assignment of wages for the payment of Union Association dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of the discharge of a nurse at the request of the UnionAssociation pursuant to the terms of this Article or any

deduction made from the wages of such nurse.

3.3 PAC Deduction. -During the term of this Agreement, the Employer will deduct the sum dollar amount specified from the pay of each member of the Union who voluntarily executes a Washington State Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When filed with the Employer, the authorized form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction for PAC contributions will be promptly transmitted to the Union by a check separate from the dues deduction check payable to its order. The Union will provide a monthly report of any changes to the fixed WSNA PAC amounts. The Union 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 such deductions made from the wages of such nurse.

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#### ARTICLE 4 - REPRESENTATION

4.1 Access to Premises. -Duly authorized representatives of the Union Association may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. -Union Association representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Chief Operating Officer 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 hospital.

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4.2 Bulletin Board. -The Union Association shall be permitted to post meeting notices, and notifications of educational offerings and other professional activities signed and dated by a designated Bargaining Unit Representative in the space provided on bulletin boards designated by the Employer. -Bulletin Boards shall be placed in each Unit of the Hospital in the nurse's lounge or other easily accessible location. Boards shall be at least 2 feet by 3 feet in area. Additional Boards shall be placed on larger units as need. Should the Hospital have a concern about the appropriateness of any posting, Human Resources should contact the WSNA Representative for discussion and mutual resolution. Items on bulletin boards shall not be removed by management. Non-Union related materials to be posted shall be subject to the prior approval of the Director of Labor Relations. -The Union Association agrees to limit the posting of Union Association materials to the designated bulletin boards.

4.3 Contract. -The Employer will maintain copies of this Agreement on its internal intranet portal that is accessible to all nurses.

4.4 Local Unit Chairperson. -The Union Association shall have the right to select a local unit chairperson from among nurses in the unit. - The local unit chairperson shall not be recognized by the Hospital until the Union Association has given the Employer written notice of the selection. - Unless otherwise agreed to by the Employer, the investigation of grievances and other bargaining unit activities

shall only be conducted during nonworking times, and shall not interfere with the work of other nurses.

**4.4.1 Orientation.** The Local Unit Chairperson, or designee, will be scheduled to meet with new hires for a period of up to one-half (1/2) hour at the end of the Hospital's orientation. -Attendance shall be voluntary and shall be on the unpaid time of the Local Unit Chairperson, or designee, and new hire. -During the hospital's orientation, a reminder shall be given of the WSNA orientation stating the location and time. The Hospital shall encourage attendance. The Hospital shall provide the local unit officers with advance notice of the time and place of each orientation and the identity and contact information of the newly hired bargaining unit nurses as soon as the Hospital receives the information, but not later than the Friday before each scheduled orientation.

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**4.5 Bargaining Unit Roster.** - During December and May of each calendar year, the Employer shall supply to the Union Association a list of those nurses covered by this Agreement. -The list shall include each nurse's name, address, employee identification number, unit, phone number (home or cell), personal email (to the extent these have been provided to the employer), FTE, rate of pay and date of hire. -The Employer shall furnish to the Union Association on a monthly basis the same information for nurses newly hired or recalled to work in the bargaining unit and the names of nurses who have terminated employment or have transferred into or out of the bargaining unit. - The Union Association agrees not to use Hospital mail service as a means of contacting nurses in the bargaining unit. -Neither the semi-annual nor the monthly list shall include on-call per diem nurses.

## ARTICLE 5 - DEFINITIONS

**5.1 Resident Nurse.** -A resident nurse is a nurse who is hired into an established residency program because their clinical experience after graduation is less than twelve (12) months or is a nurse who is returning to practice with no current clinical nursing experience, as defined by the program guidelines. Nurses working under close and direct supervision shall not be assigned as a team leader.

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**5.1.1 Resident and Fellow Program.** The Employer will maintain a defined residency/fellowship program, which may be an agenda item at Conference Committee. The criteria of such program will be based upon industry best practice and utilize the industry standard outlined with ANCC. The length of such program shall be defined in the program criteria. -While the preceptorship of each specialty varies in length, the Resident Program is generally completed within one year. -The Union may request program criteria at any time through a written request for information.

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**5.2 RN Fellow.** An RN Fellow is a nurse whose acute care clinical experience post-graduation is twelve (12) or more months and who is changing specialties or a new hire to Tacoma General.

**5.2.1 Failure to complete.** -If a non-new hire Fellow fails their preceptorship or is deemed, in the opinion of the employer, to not meet requirements during this period, they shall have the option to:

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- return to their prior department, if a position is available; or
- to take a personal leave for a maximum of 30 days to apply for an open position within the organization for which they are qualified; or
- If the nurse chooses not to avail themselves of any of these options, their employment shall be terminated. If the Nurse elects this option, they shall have no recourse to the grievance procedure.

**5.3 New Hire Resident/Fellow Probationary Period.** -A resident or new hire fellow nurse shall have a six (6) month probationary period. -During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. -However, nurses shall remain obligated to complete all resident program criteria.

**5.3.1 Transferred Nurse Fellows.** -Nurses who are transferring to a new specialty through a fellowship program shall not be required to complete a probationary period. However, nurses shall remain obligated to complete all resident program criteria.

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**5.3.2 Transferred NICU RNs.** If a nurse is transferred from the WSNA-represented NICU bargaining unit to the Tacoma General RN Unit and fails their probationary period, they shall have the option to return to their position in the NICU, if a position is available.

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**5.4 Staff Nurse.** -A nurse who is responsible for the direct and/or indirect nursing care of the patient.

**5.5 Charge Nurse.** -A charge nurse is an experienced nurse who is assigned the responsibility for the nursing activity and patient care on a single nursing unit for one (1) or more shifts. -Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments. -Bargaining unit nurses, with the appropriate knowledge, skills, and ability, will have priority when a charge nurse assignment(s) is determined as needed.

**5.6 Preceptor.** -A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing, teaching and evaluating the new skill development of the following students or nurses enrolled in a defined precepting period, the parameters of which have been set forth in writing by the Employer:

- a. Resident/Fellow nurses;
- b. Senior elective students and nurse technicians;
- c. New nurses starting at the Hospital with no previous experience in the clinical area hired into;
- d. Nurses cross-training to a new clinical area;
- e. A nurse who has completed the residency but needs additional orientation/training time;

f. Nurses assigned to orient a newly hired or transferred registered nurse will be paid as a preceptor.

Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. - Nursing management will determine the need for preceptor assignments, the individuals assigned to precept, and the requirements which qualify staff nurses to be a preceptor. Staff nurses may be required to take preceptor training prior to being assigned as a preceptor. The Employer will first seek volunteers prior to 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. - It is further understood that Charge Nurses are expected to precept nurses for the role of Charge Nurse in the scope of their assignment as Charge Nurse and will not be paid as a preceptor for such time. - This would include the providing of informational assistance, support and guidance to new nurses. - Preceptor responsibilities shall be considered when making patient care assignments; every effort shall be made to ensure preceptors are assigned no additional patients beyond the shared patient assignment.

**5.7 Full-time Nurse.** -A staff nurse who has completed the probationary period and who is regularly scheduled to work at least thirty-six (36) hours per week or seventy-two (72) hours per two week period. For the purposes of Article 8.4, Overtime, and Article 8.8, Scheduled Days Off, full time shall be defined as forty (40) hours per week or eighty (80) hours per pay period.

**5.8 Part-time Nurse.** -A staff nurse who has completed the probationary period and who is regularly scheduled to work at least sixteen (16) hours per pay period, but less than thirty-six (36) hours per week or seventy-two (72) hours per two week period. -When hired, the nurse will receive written documentation establishing the number of regular hours the nurse shall be expected to work each pay period.

**5.9 Probationary Nurse.** -A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than three (3) calendar months of employment. -After three (3) calendar months of continuous employment, the nurse shall be considered to have completed the probationary period unless specifically advised by the Employer of an extended probationary period, the conditions of which shall be specified in writing. Any extension is limited to a one-time extension not to exceed ninety (90) days. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. - Resident and new hire Fellowship RNs shall have a separate probationary period as defined in 5.3.

**5.10 Temporary Nurse.** - A full-time or part-time position for which there is a temporary need, rather than an ongoing need that is indefinite in nature. -Temporary positions will not exceed six (6) months in duration unless mutually agreed to by the Employer and the Union Association. -Temporary nurses are paid in accordance with Article 9. -Temporary nurses are eligible to participate in the Employer's flexible benefit plan after ninety (90) days of employment. - All temporary positions will be posted on the house-wide bulletin boards in accordance with hospital job posting policy. -Temporary employees do not accrue seniority or other benefits.

5.11 Hospital Resource Nurse and STAT Nurse. -The Hospital Resource Nurse and STAT Nurse, as a position or an assignment, ~~is-are~~ a mobile nursing resource for the ~~care areas of which they are employed~~Hospital. The Hospital Resource Nurse and STAT Nurse provides nursing support, ~~within their respective scope~~, including but not limited to nursing assessment, patient prioritization, care planning, nursing interventions, and patient evaluation ~~as appropriate to their position or assignment~~. The Hospital Resource Nurses and STAT Nurses provides just-in-time support ~~to department operations and/or hospital operations~~,~~as appropriate to their position or assignment~~. Hospital Resource Nurses and STAT Nurses collaborate with frontline nursing staff and multidisciplinary teams as nursing support, in addition to the coordination of care in conjunction with department leadership and/or the Hospital Supervisor.

5.11.1 Department Resource Nurse. The Department Resource Nurse, as a position, is a nursing resource for the department. The Department Resource Nurse provides nursing support, including but not limited to nursing assessment, patient prioritization, care planning, nursing interventions, and patient evaluation. The Department Resource Nurse will be primarily assigned to perform patient care duties and not administrative tasks.

5.12 Float Pool Nurse. -Float Pool RNs are acute care RNs that assume a patient assignment in a clinical department based on their skills and expertise. They are deployed from the central staffing office for a set period of time and assigned to a particular department in alignment with the staffing model for that department. The Float Pool RN works under the direction of the charge nurse and department leadership in the unit to which they are assigned for that time period.

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5.13 Service Line Specialty Coordinator.- The coordinator is responsible for assessing, planning, coordinating, assigning, and delegating the delivery of skilled patient care.- In addition to staff RN duties, the Coordinator is responsible for the coordination of supplies, equipment and staffing needs for each identified/designated care line patient.

5.14- STAT Nurse. -A STAT Nurse assignment is an RN with critical care experience who responds Hospital-wide to provide support during codes, rapid responses, and other emergent care situations. Management will refrain from assigning STAT Nurses a dedicated patient care assignment except in exigent circumstances.

5.1415 Regular Rate of Pay. -The regular rate of pay shall be defined to include the nurse's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential if the evening or night shift is a permanent assignment, certification pay, charge nurse pay when the nurse has a regular (designated) charge nurse assignment, and service line specialty coordinator pay. -If the Employer switches its HRIS to Workday, the regular rate of pay shall reflect the nurse's hourly wage rate plus applicable shift differential, if the evening or night shift is a permanent assignment. Regardless, if a nurse is entitled to FLSA overtime, the nurse shall be paid in accordance with FLSA's requirements.

5.1516 Benefits Accrual.- Benefits shall be accrued on hours worked on overtime or callback hours in

addition to regularly scheduled hours to a maximum of 2080 hours in one anniversary year (twelve calendar months).

5.4617 Clinical Services. -Where referenced in this agreement the term “Clinical Services” are intended to include the following below. Nurses may float within their clinical service line so long as they are competent and capable or have received cross training to a higher level of care or a new specialty:

a) Critical Care

- a. NTICU can float to all critical care units and to ACC;
- b. CVICU can float to all critical care units and to CCU and to PHU;
- c. MSICU can float to all critical care units and to 5/6 PCU.

b) Progressive Care

- a. ACC can float to all progressive care units and NTICU;
- b. CCU and PHU can float to all progressive care units and CVICU;
- c. 5/6 PCU can float to all progressive care units, NTICU, and MSICU;
- d. ACC, CCU, PHU, and 5/6 PCU can float to Transitional Observation.

c) Transitional Observation can float to all Medical-Surgical and PCU units

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e)d) Emergency Department

d)e) Medical/Surgical can float to Transitional Observation

f) Family Birth Center, Lactation, and Women and Newborn

e)g) Lactation

f) NICU

g)h) Perioperative, Perianesthesia

h)i) Procedural (CCL, IR, GI, CVAR)

i)j) Ambulatory Operations Clinics Trauma, Wound, Preventative Cardiology

j)k) Clinical Operations – VAT, Float Pool, Resource

5.4617.1 New and reconfigured units. - Prior to a new unit opening, or the reconfiguration of a current

unit, the Conference Committee will review and determine placement within the appropriate listed clinical service (per Art. 5.~~46~~18).- If a new unit needs to open in an emergent situation, within 5 calendar days an emergency Conference Committee meeting will be held.- Such meeting will include local unit officers, the WSNA nurse representative, and necessary management staff. However, nothing contained herein shall prevent the Employer from exercising its right to determine the hospital structure, as outlined in management responsibility.

5.187 Floating. -The following float order shall be followed:

- 1) Volunteers
- 2) System Float Pool nurses;
- 3) ~~In house Float Pool~~;
- ~~4) Agency nurses (nurses employed on a day-to-day basis);~~
- ~~4) In-house Float Pool;~~
- 5) Traveler and Contracted Agency nurses;
- 6) Per diem nurses;
- 7) Equitable Rotation of FTE nurses

5.187.1 Equitable Rotation. -Floating shall be equitably rotated within a department on a given shift in order of inverse seniority (least senior nurse to be the first in rotation) provided skill, competence, ability and availability are not considered to be overriding factors. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. The floating roster will be accessible to all RNs on the unit in real time.

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5.1718.2 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 to which they have been floated and have not been trained. Nurses will be expected to take assignments to the standard in the area to which they are floated, but no greater than one level lower than their regular level of care.

5.1718.3 Out of turn floating. If a nurse is floated out of turn, the mistake will be remedied by skipping the nurse the next time that nurse is in line to be floated.

5.187.4 Floating Orientation: Orientation will be dependent upon the nurse's previous experience.-During onboarding, a nurse may receive up to four (4) hours of orientation to units they may reasonably float per article 5.18. Upon request, nurses may also choose to receive cross-training to other clinical service lines in which they have never, or have not recently worked, of at

least four (4) hours. This cross training will be scheduled by the employer based on the operational needs of the hospital. Orientation to a unit shall include information about the department layout, location of tools and resources (ensuring appropriate accesses), and to assist in answering the questions of the staff nurse. ~~-~~In addition, each department shall keep a list of the general duties for staff nurses.

5.187.5 Floating within Clinical Service. ~~-~~Resource, Float Pool, Admit and STAT nurses shall be required to float across clinical services. ~~-~~All other nurses shall float within their clinical services and assignments shall be based on skill, competence, and capability

5.1718.6 Floating Outside of Clinical Services. ~~-~~ Only after the prescribed floating order in Article 5.17 has been exhausted may bargaining unit nurses be mandatorily floated outside of their clinical service line. Nurses required to float within the hospital, but outside of their Clinical Services will receive assignments based on skill, competence, and capability. Mandatorily floated nurses will receive an assignment that reflects the nurse's assigned clinical service. Orientation to such assignment will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is floated.

5.1718.6.1 Cross Clinical Services Floating differential. ~~-~~ Employees who volunteer or are mandatorily floating across clinical services shall receive a \$10/hour differential for all hours work outside of their clinical services areas. Resource Nurses, Float Pool Nurses, Admit Nurses, and Stat Nurses are not eligible for this premium due to the nature of their position.

5.187.7 If a nurse is floated outside of their clinical service, the Employer will attempt to keep them within their specialty before floating them outside of their specialty.

5.187.8 If an unlicensed or "pop-up" unit is created to address an emergent situation, or in the case of admitted patients being held outside of their intended clinical service area, the floating order as described in Article 5.17-18 will apply.

5.1718.9 Floating Exemptions. ~~-~~ RNs within their residency or fellowship and nurses in their six (6) month probationary period shall be exempt from the float rotation within their clinical service line and will not be mandatorily floated. ~~-~~ RNs actively serving as a preceptor to a RN Resident or Fellow shall also be exempt from floating for the day; such RN shall remain at the top of the list until such time that they are able to float. ~~-~~ Finally, RNs employed in the float pool are ineligible for floating exemptions described in this provision.

## ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Equal Opportunity. The Hospital and the Union Association agree that except as permitted by law~~+~~ there shall be no discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sex, age, handicap or disability, marital status, sexual orientation, gender identity, genetic information, military status (to include military spouses), or union membership unless any of the foregoing factors constitutes a bona fide occupational qualification.

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6.2 Notice of Resignation. -Full-time and part-time nurses shall give not less than three (3) weeks' written notice of intended resignation, not to include accrued vacation.~~-~~ Failure to give such notice shall result in forfeiture of any PTO or EIT benefits.~~-~~ The Employer will give consideration to situations that would make such notice by the nurse impossible.

6.3 Discipline and Discharge. No full-time or 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).~~-~~ Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge.~~-~~ A copy of all written disciplinary actions will be given to the nurse.~~-~~ Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof.~~-~~ A nurse may request the attendance of an Union Association representative during any investigatory meeting which may lead to disciplinary action. If a nurse believes that a disciplinary action or discharge is without proper cause, the nurse may utilize the grievance procedure.~~-~~ The employer shall provide any nurse who is terminated a written explanation of the reasons for such termination as soon as possible, but not more than seven (7) calendar days from the date of the nurse's termination.

6.4 Change of Employment Status. -A change of employment status (i.e. full-time, part-time) will not alter a nurse's anniversary date for purposes of accrual of benefits or placement in the wage schedule.

6.4.1 Hospital employees who secure RN licensure and continue employment with the Employer in an RN position shall not lose previously accrued PTO or EIT.~~- Once employed as registered nurses, all years previously worked shall be credited for placement on the vacation schedule.~~ The newly licensed nurses shall be paid at the contract base rate of pay except for current Hospital employees who, during their employment at the Hospital, were employed as LPNs.~~-~~ These nurses shall be placed on the RN wage schedule according to section 9.3.1 infra.

6.5 Reemployment.~~-~~ Nurses who are rehired within twelve (12) months of voluntary termination shall be reemployed, at a minimum, at their prior step on the wage scale.~~-~~ Reemployed nurses will be treated as new hires for benefit accrual purposes, except for nurses rehired within thirty (30) days of termination who will have all benefit accruals and seniority restored.

6.6 In-services & Meetings. - A regular and ongoing in-service education program that develops staff potential and promotes sound patient care shall be instituted and maintained in the Hospital and made available to all shifts with programs posted in advance. - The content and procedures of the program are suitable subjects for discussions by the Conference and Patient Care Committees. - If attendance at an in-service program or meeting is required by the Employer, the time spent attending the program will be considered time worked and paid at the applicable rate of pay. If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, nurses will be paid a minimum of two (2) hours for attendance.

6.7 Minimum Training. The Employer shall determine and provide unit-necessary and assignment-necessary training and certifications. Upon request, the Employer will identify such unit- and assignment-necessary training and certifications, and discuss the same at Conference Committee.

6.78 Personnel Files. -By appointment nurses shall have access to their personnel file in accordance with RCW 49.12.240 and .250. -Nurses will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in their personnel files. -Such written responses shall be included in the nurses' personnel files.

6.78.1 Exit Interview. -Prior to the nurse's last day of employment, an exit interview may be requested by the nurse with a representative of the Human Resources Department. If requested, Human Resources will make arrangements to meet in person with the nurse prior to their departure.

6.78.2 Disciplinary Record. -Nurses may request the discontinued use of a written disciplinary action in their personnel file after one (1) year if no further written disciplinary action for any reason has occurred during this one (1) year period. Discontinuation of use shall be at the sole discretion of the Hospital. After one (1) year, Progressive Guidance Level Ones ("PG 1s") will not be used for purposes of progressive discipline; eligibility for GROW, student loan reimbursement, or tuition reimbursement; or eligibility for internal transfer. However, the Medical Center reserves the right to maintain all required employment information to comply with legal and regulatory requirements.

6.89 Job Posting. - Once the Employer has decided to fill a position, it shall be posted no later than two weeks in designated areas in each nursing unit and on the internal applicant portal of the web-based employment application system at least seven-ten (710) days in advance of filling a position in order to afford presently employed nurses the first opportunity to apply. -Seniority shall be the determining factor in filling such vacancy provided skill, competence, ability, and prior job performance are considered equal in the opinion of the Employer based on specific documentation and evaluations. -To be considered for a job opening, a nurse must indicate such interest to the Employer by applying through the web-based employment application system. -Nurses denied a posted position will be notified of the reason in writing. Intra-unit transfers (including changes in shift and/or FTE) will be given priority over other applicants for

the posted position subject to the above stated conditions. - Subject to patient care considerations, the Employer will transfer nurses within thirty (30) days from the date of selection. - If a transfer does not occur within thirty (30) days, upon request of the Union Association, the Hospital shall provide a written reason for the delay.

6.89.1 Inter-department Transfer. -Nurses who transfer from one department to another will be provided an orientation, unless competent to perform the duties of the new position.

6.910 Evaluations. -The Employer may provide nurses with a written annual evaluation based on their individual contribution to the Hospital's performance. Interim evaluations may be conducted to document performance problems. - The nurse will be given a copy of the evaluation if requested. Where an evaluation would prevent an RN from participating in any economic benefit or would prevent the RN from growth opportunities on the unit, the evaluation will include specific feedback related to improvement opportunities for areas of concern. Any peer participation in the evaluation process will be considered input only and will not be considered an evaluation. -Nurses will be required to sign the evaluation acknowledging receipt thereof. -Each nurse will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. Appropriately documenting missed meal or rest breaks, or use of protected leave, will not be considered as part of the evaluation process.

6.4011 Growth Recognition Opportunity Well-Being (GROW)Professional Excellence Program. -The Employer shall maintain the Professional Excellence GROW Program as described in the Professional Excellence GROW Handbook. -The contents of the Professional Excellence GROW Handbook shall be a subject for the Conference Committee. -Nurses holding a local unit officer position, District level officer position or a State level officer position in the Washington State Nurses Association will be allowed points under the professional organization officer category while serving in the officer position.

6.12 Parking. -The Employer shall offer designated parking that employees may utilize at no cost to the employee.

## ARTICLE 7 - SENIORITY

7.1 Seniority Defined. -Seniority shall mean a nurse's continuous length of service as a registered nurse working in this bargaining unit from most recent date of hire as a full-time or part-time bargaining unit employee. Seniority shall not apply to a nurse until completion of the required probationary period. -Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire as a full-time or part-time bargaining unit employee.

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7.1.1 In the event a staff nurse transfers to a full-time or part-time registered nurse position with Tacoma General Hospital outside the bargaining unit and subsequently returns to the bargaining

unit, bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. Nurses who qualify to bridge seniority may not exercise their former seniority to obtain a bargaining unit position but may only exercise their former seniority after returning to the bargaining unit. -Such nurse shall not accrue seniority under this Agreement while employed in a position outside the bargaining unit.

7.1.2 A full-time or part-time nurse who transfers to a position within the MultiCare System, but outside of Tacoma General Hospital, or to per diem-on-call status shall retain previously accrued bargaining unit seniority pending return to regular status. -Such nurses shall not accrue seniority while in such positions or in per diem-on-call status. -Such nurses' previously accrued seniority shall not be used for purposes of returning to a bargaining unit position.

7.1.3 Nurses who transfer from the WSNA Mary Bridge NICU RN unit to the WSNA Tacoma General RN unit shall be credited with their prior seniority. Such nurses may not use such seniority to obtain a Tacoma General RN bargaining unit position but may use such seniority after becoming part of the WSNA Tacoma General RN bargaining unit.

7.1.4 -A full-time or part-time nurse who leaves the MultiCare System shall retain previously accrued bargaining unit seniority pending return to the bargaining unit for a period of six (6) months. Such nurses shall not accrue seniority. Such nurses' previously accrued seniority shall not be used for purposes of returning to a bargaining unit position.

7.1.35 Seniority for layoff purposes shall be calculated as of the end of the first full pay period ending immediately prior to the date upon which Notice of Layoff is sent to the Union Association.

7.1.46 Seniority will be the determining factor for layoff and recall, mandatory reduction in FTE status and mandatory shift changes, providing that skill, competence and ability in a specific department/unit are not considered to be overriding factors in the opinion of the Employer based on specific documentation and evaluations.

7.1.57 Seniority Lists. - The Employer shall post a bargaining unit-wide seniority list and a department/unit seniority list each December and May. - Lists will be posted on each unit and the MHS Intranet. -Posted seniority lists may be challenged for changes occurring after the posting of the previous list, i.e. new hires, transfers into the bargaining unit, restoration of previous seniority, etc.

7.1.68 Where bargaining unit seniority dates of nurses are the same, the order of the nurses on the seniority list will be determined as follows:

- a. A nurse with an earlier date of hire by MultiCare shall come first on the seniority list.
- b. If hire dates are equal, and the hire date is prior to December 13, 2004, the nurse with the lowest ranking number shall come first on the seniority list.

c. If hire dates are equal, and the hire dates are after December 13, 2004, the nurse with the lowest employee identification number shall come first on the seniority list.

This order shall be in effect for so long as the nurses have the same seniority.

**7.2 Layoff Defined.** -A "layoff" shall mean any mandatory, permanent, full or partial reduction in a nurse's FTE status.

**7.3 Layoff Procedure.** -In the event the Hospital determines a layoff to be necessary, the following procedures shall be followed:

**7.3.1 Layoff will be by department/unit.** -In implementing the layoff procedure, the Employer will determine the total number of FTEs needed as well as the full and part-time staffing mix by shift. -The Employer will post these positions in the department/unit for a period of seven (7) days. During the seven (7) day posting period, the Employer may seek volunteers and will consider requests for voluntary layoff or voluntary reductions in FTE status. -Such volunteers will be placed on the recall list and treated as other nurses subject to layoff. -At the end of the seven (7) day posting period, nurses will select from the new positions for which they are qualified in order of seniority, with the most senior nurse being awarded their selection first. -If the same FTE on the same shift as the nurse previously worked is available, it may be selected. -Seniority shall be the determining factor in such bids, providing skill, competence and ability are not considered to be overriding factors in the opinion of the Employer based on specific documentation and evaluations. Any nurse remaining after all positions on each shift on the unit have been filled would be considered displaced and eligible to select a position from the low seniority roster in accordance with Section 7.3.2. -A nurse who is informed that the only positions available to him or her are positions resulting in a change in shift or a reduction in FTE status may choose to be placed on layoff status instead.

**7.3.2 Low Seniority Roster.** -A low seniority roster shall be made up of any vacant positions within the organization and the positions held by the least senior nurses in the Hospital equivalent to the number of displaced nurses; provided, however, no more than fifty percent (50%) of the core staffing on any unit and shift will be placed on the roster. -Displaced nurses may, in the order of their seniority, select a position for which they are qualified from the low seniority roster with the most senior nurse selecting first. -A nurse will be considered qualified if, in the opinion of the Employer, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels with up to one hundred twenty (120) hours of orientation.

**7.3.3 Notification of Layoff.** -The Employer will notify the Association-Union of the layoff at least seven (7) business days prior to notification of the affected employees in the particular department/unit. -This notice will be treated confidentially until the affected nurses are formally notified by the Employer. -At that time, the Employer shall provide the Union Association with a bargaining unit seniority roster identifying each nurse's seniority, unit, shift, FTE and a list of the

positions (FTE status, shift and department/unit area) that will be posted for selection during the layoff procedure. -Upon request, the parties will meet within 5 days of the date the Employer notifies the Union Association for the purpose of reviewing the layoff. -The Employer will provide those nurses who are subject to the layoff with thirty (30) days' advance notice or pay in lieu thereof (based upon scheduled hours of work).

**7.4 Recall.** -Nurses on layoff status (i.e., nurses who have not accepted other positions on the clinical service or from the low seniority roster) shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. -When a vacancy is to be filled from the reinstatement roster, nurses shall be reinstated in the reverse order of layoff, providing they are qualified in the opinion of the Employer. -A nurse will be considered qualified if the nurse could become oriented to the position and thereafter function independently at acceptable performance levels with up to one hundred twenty (120) hours of orientation. -Subject to the above qualifications, nurses on layoff shall be entitled to reinstatement prior to any nurses being newly hired. -Upon reinstatement from such roster, the nurse shall have all previously accrued benefits and seniority restored. -A nurse shall be removed from the roster upon reemployment in a permanent full-time or part-time position, refusal to accept permanent work in a comparable position (i.e., same shift, FTE status and clinical service) offered by the Employer, or at the end of the eighteen (18) month period.

**7.4.1 Severance Pay.** - Upon completion of the probationary period, any full-time or part-time nurse subject to lay off may elect to voluntarily terminate employment with the Employer and receive severance pay as set forth below. Any nurse electing this option shall not have recall rights (Article 7.4). However, a nurse who is re-employed by MultiCare within six (6) months shall keep their accrued WSNA bargaining unit seniority for purposes of Article 7, Seniority.

<b>Severance Pay</b>	<b>Years of Service</b>
2 weeks of pay	less than 2 years
3 weeks of pay	2 to 4 years
4 weeks of pay	5 to 6 years
5 weeks of pay	7 to 9 years
6 weeks of pay	10 to 14 years
10 weeks of pay	15 to 24 years
12 weeks of pay	25 or more years

Part-time employees are eligible for severance pay prorated to the employee's FTE. The severance payment will be paid to the employee in a lump sum on the employee's last paycheck.

**7.4.2** Nurses on layoff will be allowed to transfer to per diem ~~or call~~ status without loss of recall rights.

**7.4.3 Two-Three Week Report Time.** -A recalled nurse who has been laid off will be allowed up to two-three (23) weeks to report to work after receipt of notice of recall.

7.4.4 Section 6.9 of this Agreement regarding job postings will continue to be in force. -A nurse who has received a mandatory reduction in the nurse's FTE or a mandatory change in the nurse's shift shall have priority to return to the nurse's original FTE or shift when positions in the nurse's department/unit are posted, provided the position is posted within eighteen (18) months of the layoff or shift change, the nurse applies for the position and the nurse informs the Employer that the nurse's FTE status or shift was changed as a result of a layoff or mandatory shift change. - This understanding is subject to the Employer's sole right to determine the number of full-time and part-time positions it determines to be necessary and the specific FTE for each position.

7.5 Notification to Employer. - Nurses on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Medical Center. -These statements must be sent by email, to the Employer's Human Resources Department during the ten (10) day period following six (6) months, nine (9), twelve (12), and fifteen (15) months of layoff, respectively. -If the nurse fails to meet this notification requirement by the specified dates, or if the nurse fails to keep the Employer notified of a current mailing address and home telephone number, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

7.6 Roster. - Seniority list(s) for affected department/unit will be available in the Human Resources Department at the time of notification of layoff. -A copy of the seniority lists will be given to the Local Unit Chairperson and a copy will be mailed to the Union Association.

7.7 Low Census. -Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. -During periods of low census, the Employer will assign low census to nurses in the following order:

- a) Agency (personnel employed on a day-to-day basis);
- b) Per Diems who are working at a premium, incentive, double time, or overtime rate of pay, except when the nurse is working the nurse's regularly scheduled shift;
- c) Nurses who are working at a premium, incentive, double time, or overtime rate of pay, except when the nurse is working the nurse's regularly scheduled shift;
- d) Regular full-time nurses working an extra shift above their assigned FTE status;

e) Volunteers;

f) Travelers and Contracted Agency Nurses;

e)g) Per Diem;

f) Travelers and Contracted Agency Nurses;

g)h) System Float Pool (reasonable efforts will be made to reassign system float pool RNs to

meet staffing needs at other units or facilities before low censusing other RNs assigned to that unit)

h) Regular part-time nurses working above their assigned FTE status

i) Full-time or part-time nurses (including in-house float pool) in accordance with the low census rotation.

In the event there are no volunteers, the Employer will assign and rotate mandatory low census equitably among all nurses within a department/unit on a shift, providing skill, competence, ability and availability are not considered to be overriding factors in the opinion of the Employer. -In the event a nurse is placed in an on-call status and not called in to work, the shift will be counted as the nurse's mandatory low census day. -If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. -Each department/unit by shift will have a seniority roster. -For low census purposes, the seniority roster will be restarted each six (6) months. -The Employer will notify the nurse that they are to be low censused no fewer than ninety (90) minutes prior to their shift start time. - If the nurse is not available by telephone on their mandatory low census rotation turn, and reports to work without checking census status, upon reporting for work the nurse may be low censused without pay. -Each nurse is responsible for knowing their last date of on the low census, and for providing the Hospital with the nurse's current phone number. - All low census hours taken shall count toward the accrual of benefits. -PTO may be used on a low census day. -A nurse who is placed on low census will be allowed to fill a shift scheduled to be worked by a per diem nurse provided the replacement shift is in the same pay period and will not result in additional overtime. -All records of low census will be maintained by Nursing Administration.

RNs may be released from duty and placed in “straight low census status” or put on “low-census standby (on-call) status” as follows:

- RNs may be put on straight low-census status or low census standby for the entire shift.
  - If an RN on straight low census status is needed later in the shift, the individual may be asked to come in, but would not be required to work.
- RNs may be put on low-census status for a portion of the shift up to four (4) hours only one time per shift.
  - The individual would be expected to report to work at the designated time;
  - Pay for the remainder of the shift would be at straight time unless other premium pay applies.
  - If the individual is not needed, they must be notified 1.5 hours prior to the designated time of arrival; at that time, the individual will be released on Low-Census status for the remainder of the shift. By agreement between the RN and management, the RN may be put on Low Census Standby (on-call) for the remainder of the shift.
- RNs may be put on low-census Standby (On-Call) for up to four hours.

**Commented [EE1]:** Should this be changed to “per diem?” If so, should the additional 5 more “on-call” references in this section be changed also?

- The individual would be expected to report to work at the designated time; pay for the remainder of the shift would be at straight time unless other premium pay applies;
- If the RN assigned to low-census standby returns to work at any time while on standby status, they are paid for three (3) hours at 1.5x the regular rate of pay. If the nurse works beyond three (3) hours, the nurse's pay will be paid at straight time, unless some other premium applies.
- If the RN is not needed, they are released from duties and placed on straight low census for the remainder of the shift. By agreement between the RN and management, the Low Census Standby (On-Call) may be extended for additional hours or the entire shift.

The Employer reserves the right to cancel the RN on low census standby before the RN on straight low census.

7.7.1 If the low census rate is excessive and chronic on a particular unit, the Conference Committee will meet to discuss alternatives.

7.7.2 RN Residents and RN Fellows in their preceptorship shall be exempt from low census until they are transferred to a RN Staff Nurse position following the completion of their preceptorship. Further, a RN who is assigned as preceptor to a RN Resident or Fellow shall also be exempt from low census while actively assigned to preceptor for that day; such RNs shall remain at the top of the list for low census.

7.7.3 The most recently posted seniority roster (Section 7.1.5) shall be utilized without challenge for purposes of low census rotation. -Subsequent corrections to the seniority roster will have no bearing on past low census assignments.

7.7.4 If a nurse is inadvertently low censused out of turn, the mistake will be remedied on the next rotation or as soon as possible. If a nurse is inadvertently low censused out of turn two or more times in a pay period, the Employer will compensate the nurse for all hours missed at the regular rate of pay as defined in Article 5.12.

## ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. -A normal work day shall consist of a defined shift length such as eight (8), ten (10), or twelve (12) hours of work

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8.2 Work Period. -The normal work period shall consist of eighty (80) hours within a fourteen (14) day period.

8.3 Innovative Work Schedules. -An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Collective Bargaining Agreement. - Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse

involved. -Prior to the implementation of a new innovative work schedule, the Employer and the Union Association will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the nurse's preceding shift length in effect immediately prior to the innovative work schedule, after at least three (3) weeks' advance notice to the nurse. - Variances to this agreement for 12-hour shifts and 10-hour shifts shall be defined in Appendices A and B.

**8.4 Overtime.** -All work in excess of the normal work day or week shall be properly authorized and shall be compensated for at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay. -Time paid for but not worked shall not count as time worked for purposes of computing overtime. -If a nurse works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. -The Hospital and the Union Association concur that overtime should be discouraged. -If overtime work is determined to be necessary by the Employer, nurses volunteering to work overtime will be the first assigned. -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). -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 Hospital's patients. -If the nurse can no longer function with reasonable skill and safety, the nurse should immediately discuss the matter with their immediate supervisor. -The supervisor shall take all practical measures to transition the nurse's duties as soon as possible.

**8.5 Meal and Rest Periods.** -Meal periods and rest periods shall be administered in accordance with state law. - All nurses shall be allowed at least one unpaid meal period of one-half (1/2) hour, as determined by state law. If a nurse is subject to being recalled or required to remain on the premises, the meal period(s) shall be treated as a paid on-duty meal period as required by law. Nurses required by the Employer to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. -All nurses shall be allowed a paid rest period of fifteen (15) minutes for each four (4) hours of working time. The Employer's efforts to streamline and simplify the process through which RNs can report a missed or interrupted meal or rest period will be discussed at Conference Committee upon request.

**8.6 Posting of Work Schedules.** -The Hospital will post work schedules at least two (2) weeks prior to the effective date of the schedule. Nurses are responsible for reviewing and knowing their scheduled work days as posted. -Except for emergency conditions involving patient care and low census conditions, posted work schedules may only be changed by mutual consent. -The Hospital will notify nurses of changes to the posted schedule. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

**8.7 Shift Rotation.** - There shall be no regular rotation of shifts without the consent of the individual nurse involved. - Recognizing the mutual commitment to provide quality patient care and prior to implementing any shift rotation, the Employer will first seek out volunteers. -If there are insufficient volunteers, shift rotation will be assigned on an equitable basis with the knowledge of the individual nurse.

8.7.1 Start time Rotation. -If a nurse's start time is to be adjusted, the manager must first seek volunteers, providing details about the start date, shift start and end time, and length of adjustment. If there are no volunteers the Employer will assign the least senior employee for the day(s) where coverage is needed.

8.8 Scheduled Days Off. -Each nurse shall be entitled to two (2) full days off within a seven (7) day period or four (4) full days off in a fourteen (14) day period. -Nurses shall not be expected to be on standby or to be called back on these days off except in an emergency.- Full-time nurses called in on their scheduled days off shall be paid one and one-half (1 1/2) times their regular rate of pay.

8.9 Extra Shifts. -In order to assure equitable rotation of extra shifts and overtime, the following guidelines are provided to nurses and management. Extra shifts shall be defined as a shift that remains available after all department employees have been scheduled. The determination of extra shifts is at the sole discretion of the Employer.

8.9.1 Extra shifts shall be posted in the scheduling system following the final posted schedule, if available.

8.9.2 If multiple nurses apply for the same shift, the following process may be used by leadership.

a. Rotating seniority order for full and part time employees who would receive their regular rate of pay.

b. Per diems who would receive their regular rate of pay.

c. Rotating seniority order for full and part time nurses who would receive overtime or premium pay.

d. Per diem nurses who would receive overtime or premium pay.

e. Travelers

8.9.3 For purposes of this section, nurses who sign up for a full extra shift will receive preference over nurses who sign up for partial shifts.

8.9.4 For the purposes of the above sections, inadvertent misapplication of these provisions will not entitle the employee to back pay; rather the employee will be entitled to the next available extra shift.

8.10 Weekends. -The Hospital will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. -If a nurse works on two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. -The third successive weekend shall be paid at the nurse's regular rate of pay.- The weekend shall

be defined as Saturday and Sunday for the first (day) and second (evening) shift. -For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. -Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not result in the Hospital being liable for premium and/or overtime pay.- This section shall not apply to nurses who voluntarily agree to more frequent weekend duty.

8.11 Standby/Call Scheduling. -Applicable areas: Perioperative, GI / Special Procedures, Cardiac Cath Lab, and Interventional Radiology.

8.11.1 The number of scheduled call shifts an FTE nurse will be assigned will not exceed an average of one weekday shift per week (Monday – Thursday) per posting period, and one weekend (Friday – Sunday) per posting period.

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8.11.1.1 –Holiday call shifts count toward the nurse's required call during the schedule period.

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8.11.2 Nurses may voluntarily pick up extra call shifts but will only be assigned the number of shifts reflected in 8.1

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8.11.3 Nurses will be permitted to pick up extra call shifts before or after their regularly scheduled shifts

8.11.4 –Any remaining call shifts not filled before the draft schedule is finalized will be posted as open call shifts on the draft schedule

8.11.4.1 -Open call shifts on the draft schedule will be offered an additional five dollars (\$5.00) per hour, in addition to standby pay per article 10.2.

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8.11.4.2 –Open call shifts will be awarded on a first come first serve basis; however, priority will be given to nurses who sign up for full shifts

8.11.5 –Any call shifts that remain open after the final schedule is posted or open up after the schedule is posted will be filled by the following process:

8.11.5.1- Management will seek volunteers first and offer the same standby pay in 8.4.1

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8.11.5.2– If open call shifts exist after seeking volunteers twenty-four (24) hours prior to the shift, mandatory call will be assigned equitably, and consistent with current unit practices. These shifts will be paid according to 8.4.1 with an additional five dollars (\$5.00) per hour. The additional five dollars (\$5.00) per hour will be paid to any nurse who works a call shift after it has been mandatorily assigned (i.e. regardless of shift trades).

ARTICLE 9 - COMPENSATION

9.1 Wage Rates. -Effective the first full pay period following the date of ratification ~~or January 1, 2023~~ ~~(whichever is later)~~, nurses covered by this Agreement shall receive a four percent (4%) and \$2.25 across the board increase be transitioned to a 25-step model and receive increases outlined in the wage scale provided..

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Effective the first full pay period following ~~January February~~ 1, 2024~~2027~~, nurses covered by this agreement shall receive a ~~four~~~~three~~ and ~~one~~~~three~~-half quarters percent (4.53.75%) across the board pay increase.

Effective the first full pay period following ~~January February~~ 1, 2025~~2028~~, nurses covered by this agreement shall receive a three and one-half percent (3.5%) across the board pay increase.

9.1.2 Staff Nurse Rate of Pay: -Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule:

Step	Years	1/15/2023	First Full Pay Period Following 1/1/2024	First Full Pay Period Following 1/1/2025
Step 1	Year 0	\$ 40.80	\$ 42.64	\$ 44.13
Step 2	Year 1	\$ 42.53	\$ 44.45	\$ 46.00
Step 3	Year 2	\$ 44.34	\$ 46.34	\$ 47.96
Step 4	Year 3	\$ 46.23	\$ 48.31	\$ 50.00
Step 5	Year 4	\$ 47.96	\$ 50.12	\$ 51.87
Step 6	Year 5	\$ 49.76	\$ 52.00	\$ 53.82
Step 7	Year 6	\$ 51.62	\$ 53.95	\$ 55.84
Step 8	Year 7	\$ 53.30	\$ 55.70	\$ 57.65
Step 9	Year 8	\$ 55.03	\$ 57.51	\$ 59.52
Step 10	Year 9	\$ 56.82	\$ 59.38	\$ 61.46
Step 11	Year 10	\$ 58.53	\$ 61.16	\$ 63.30
Step 12	Year 11	\$ 60.28	\$ 63.00	\$ 65.20
Step 13	Year 12	\$ 62.09	\$ 64.89	\$ 67.16
Step 14	Year 13	\$ 63.33	\$ 66.18	\$ 68.50
Step 15	Year 14	\$ 64.60	\$ 67.51	\$ 69.87
Step 16	Year 15	\$ 65.89	\$ 68.86	\$ 71.27
Step 17	Year 16	\$ 67.21	\$ 70.23	\$ 72.69
Step 18	Year 17	\$ 68.55	\$ 71.64	\$ 74.15
Step 19	Year 18	\$ 69.93	\$ 73.07	\$ 75.63
Step 20	Year 19	\$ 71.32	\$ 74.53	\$ 77.14
Step 21	Year 20	\$ 72.75	\$ 76.02	\$ 78.69
Step 22	Year 21	\$ 74.21	\$ 77.54	\$ 80.26
Step 23	Year 22	\$ 75.69	\$ 79.10	\$ 81.86
Step 24	Year 23	\$ 77.20	\$ 80.68	\$ 83.50
Step 25	Year 24	\$ 78.75	\$ 82.29	\$ 85.17

<u>Step</u>	<u>First Full Pay Period Following Ratification</u>	<u>First Full Pay Period Following 2/1/2027</u>	<u>First Full Pay Period Following 2/1/2028</u>
<u>Step 1</u>	<u>\$ 48.15</u>	<u>\$ 49.96</u>	<u>\$ 51.71</u>
<u>Step 2</u>	<u>\$ 50.09</u>	<u>\$ 51.97</u>	<u>\$ 53.79</u>
<u>Step 3</u>	<u>\$ 52.13</u>	<u>\$ 54.08</u>	<u>\$ 55.97</u>
<u>Step 4</u>	<u>\$ 54.25</u>	<u>\$ 56.28</u>	<u>\$ 58.25</u>
<u>Step 5</u>	<u>\$ 56.19</u>	<u>\$ 58.30</u>	<u>\$ 60.34</u>
<u>Step 6</u>	<u>\$ 58.22</u>	<u>\$ 60.40</u>	<u>\$ 62.51</u>
<u>Step 7</u>	<u>\$ 60.32</u>	<u>\$ 62.58</u>	<u>\$ 64.77</u>
<u>Step 8</u>	<u>\$ 62.21</u>	<u>\$ 64.54</u>	<u>\$ 66.80</u>
<u>Step 9</u>	<u>\$ 64.15</u>	<u>\$ 66.56</u>	<u>\$ 68.89</u>
<u>Step 10</u>	<u>\$ 66.17</u>	<u>\$ 68.65</u>	<u>\$ 71.05</u>
<u>Step 11</u>	<u>\$ 68.08</u>	<u>\$ 70.63</u>	<u>\$ 73.10</u>
<u>Step 12</u>	<u>\$ 70.06</u>	<u>\$ 72.69</u>	<u>\$ 75.23</u>
<u>Step 13</u>	<u>\$ 72.10</u>	<u>\$ 74.80</u>	<u>\$ 77.42</u>
<u>Step 14</u>	<u>\$ 73.49</u>	<u>\$ 76.25</u>	<u>\$ 78.92</u>
<u>Step 15</u>	<u>\$ 74.91</u>	<u>\$ 77.72</u>	<u>\$ 80.44</u>
<u>Step 16</u>	<u>\$ 76.37</u>	<u>\$ 79.23</u>	<u>\$ 82.00</u>
<u>Step 17</u>	<u>\$ 77.85</u>	<u>\$ 80.77</u>	<u>\$ 83.60</u>
<u>Step 18</u>	<u>\$ 79.37</u>	<u>\$ 82.35</u>	<u>\$ 85.23</u>
<u>Step 19</u>	<u>\$ 80.91</u>	<u>\$ 83.94</u>	<u>\$ 86.88</u>
<u>Step 20</u>	<u>\$ 82.48</u>	<u>\$ 85.57</u>	<u>\$ 88.56</u>
<u>Step 21</u>	<u>\$ 84.09</u>	<u>\$ 87.24</u>	<u>\$ 90.29</u>
<u>Step 22</u>	<u>\$ 85.72</u>	<u>\$ 88.93</u>	<u>\$ 92.04</u>
<u>Step 23</u>	<u>\$ 87.38</u>	<u>\$ 90.66</u>	<u>\$ 93.83</u>
<u>Step 24</u>	<u>\$ 89.09</u>	<u>\$ 92.43</u>	<u>\$ 95.67</u>
<u>Step 25</u>	<u>\$ 90.83</u>	<u>\$ 94.24</u>	<u>\$ 97.54</u>

All nurses shall receive longevity steps upon the completion of each anniversary year (12 months) of continuous employment. -All longevity steps shall be effective at the beginning of the pay period closest to the anniversary date of employment. -Beginning the first full pay period in which Workday is live, the employer shall begin implementing step increases the first of the pay period in which the step occurs.

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**9.2 Effective Dates, Changes in Compensation.** - Any changes in wage rates or other compensation provided for in this Agreement shall become effective at the beginning of the first full payroll period on or after the date designated.

**9.3 Recognition for Past Experience – New Hires.** -Nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale. -Recent continuous experience shall be defined as clinical nursing experience in an accredited hospital, ambulatory

care setting, home health agency or equivalent experience acceptable to the Employer without a break in experience as a registered nurse which would reduce the level of nursing skills in the opinion of the Employer.

9.3.1 Nurses hired with continuous recent experience as a Licensed Practical Nurse at an accredited hospital or a facility that provides an equivalent level of care~~Tacoma General Hospital~~ shall have such experience credited at a rate of one (1) year of service credit for each two (2) years of LPN experience, ~~not to exceed three (3) steps on the wage schedule (Section 9.1).~~

9.4 Premium in Lieu of Benefits. -In lieu of all benefits provided for in this Agreement except for shift differential, standby/callback, charge, certification, premium pay for hours worked on a holiday, clinical ladder premium pay and longevity steps, a part-time nurse may elect a fifteen percent (15%) wage differential to be effective upon completion of the probationary period. -Selection must occur within the first ten (10) days of employment or annually on an open enrollment date selected by the Employer.

Effective the first full pay period in which Workday is live, -the following language will sunset and no longer apply.

9.4.1 Employees who convert from benefits status to the fifteen percent (15%) premium in lieu of benefits shall be allowed to take previously accrued PTO and EIT while receiving the premium in lieu of benefits. -When requesting previously accrued PTO or EIT, the employee will be paid at the regular rate of pay but without the inclusion of the fifteen percent (15%) premium.

9.4.2 Nurses in premium in lieu of benefits status shall be allowed unpaid time off consistent with the accrual rates reflected in Article 11.1. Approval of this time away shall be governed by Article 11.

## ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. -Nurses assigned to work the second shift (3 p.m. – 11 p.m.) shall be paid a shift differential of three dollar (\$3.00) per hour over the hourly rate of pay. -Nurses assigned to work the third shift (11 p.m. – 7 a.m.) shall be paid a shift differential of five dollars and fifty-seventy-five cents (\$5.5075) per hour over the hourly rate of pay. -Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift. -Shift differential will be paid on a holiday occurring during a rotation of shifts.

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10.2 Standby Pay. -Standby pay shall be at the rate of six dollars (\$6.00) per hour. Standby shall only be paid while on standby status and shall not be paid after the nurse has been called back to work. An additional one dollar (\$1) per hour will be paid for all hours of standby assigned by the Employer beyond forty (40) in a pay period.

10.3 Call Back. -If a full-time or part-time nurse is called back or called in to work while on standby

status or after being put on standby status, the nurse shall be paid for all hours worked at one and one-half (1 1/2) times the regular rate of pay with a minimum guarantee of three (3) hours. -A nurse shall not receive more than one minimum guarantee payment within the same three-hour period. -A nurse shall not receive more than eight (8) hours of callback pay at time and one-half (1 1/2) for an eight (8) hour shift unless the nurse actually works more than eight (8) hours.

10.3.1 Nurses who are scheduled to be on standby at the conclusion of their shift, and stay beyond their scheduled stop time for a minimum of thirty (30) minutes, shall be eligible for call-back and the three-hour minimum. Time worked less than thirty (30) minutes will be considered shift overtime in accordance with overtime provisions of this agreement, with the following exceptions:

- a. The Employer may call the employee in at the start of their standby shift and initiate callback prior to the end of the 30-minute period.
- b. The Employer may also initiate callback prior to the thirty (30) minutes for a standby employee if the standby employee is onsite and providing patient care that they would otherwise be called into perform.

10.3.2 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 a change in the nurse's start time the following day where the nurse has been called back after 11:00 p.m. the previous night. -To be considered, the nurse must notify the Hospital prior to leaving the facility at the end of the call back if making such a request. -The nurse may choose to access PTO or low census for the day. Upon written request by the Union Association, the Hospital will describe what good faith effort was made at the next Conference Committee. A nurse who indicates that they do not feel safe to work will be permitted to use PTO or unpaid time to obtain adequate rest. A nurse exercising this right will not incur discipline, and it will not count as an occurrence for attendance purposes.

10.4 Report Pay. -Except as provided for in Section 7.7 Low Census, nurses who report for work on a regularly scheduled shift and are sent home due to low patient census shall be paid for four (4) consecutive hours' work (low patient census applies also to low surgery schedule). -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) 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.

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10.5 Charge Nurse Pay. -Any nurse assigned as a charge nurse shall receive a premium of three dollars and twenty-five fifty cents (\$3.5025) per hour.

10.6 Certification Premium. -Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar and twenty-five (\$1.25) per hour, provided the particular certification has been approved by the Chief Operating Officer, or designee, and

further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. -If a nurse is involuntarily transferred to a position in which the nurse is not working in the area of certification, the nurse will continue to receive this premium until the nurse's certification expires.

10.7 BSN, MN, MSN or PhD Premium. -Nurses who provide satisfactory proof of completion of a Bachelors of Nursing (BSN), Masters of Nursing (MN), Masters of Science in Nursing (MSN) or PhD in Nursing shall be paid a premium of one dollar per hour (\$1.00/hr.) effective the first full pay period following receipt of proof of degree completion in Human Resources.

No RN shall be required to obtain their BSN as a condition of employment where that was not a requirement at the time the RN was hired as a bargaining unit RN.

10.8 Preceptor Pay. -A nurse assigned preceptor duties will be paid an additional two dollars and twenty-five cents (\$2.2500) per hour while performing such duties.

10.9 Service Line Specialty Coordinator. -A Service Line Specialty Coordinator shall receive a premium of one dollar (\$1.00) per hour.

10.10 Rest Between Shifts.- In scheduling work assignments, the Hospital will make a good faith effort to provide each nurse with at least eleven (11) hours off duty between shifts. -If a nurse is required to work with less than eleven (11) hours off duty between shifts, all time worked in excess of the normal work day will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. -If a nurse does not receive at least eleven (11) hours off duty between shifts, all work performed on the nurse's next regular shift will be paid at one and one-half (1 1/2) times the regular rate of pay. -The eleven (11) hour rest period begins when the nurse is released from work, until the beginning of the nurse's next work period. -This section shall not apply to education, committee meetings, staff meetings or to standby pursuant to this Article. 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. In addition, this section shall not apply to callback assignment of less than four (4) hours in duration.

10.10.1 —— Nurses who are called into work from standby for a minimum of four (4) hours, whose callback shift is directly preceding (attached to) their regularly scheduled shift, shall not be eligible for rest between shifts. They shall receive callback pay up to their regularly scheduled shift or a minimum of 3 hours, whichever is greater; then, regular pay would be paid.

10.10.2 —— Nurses who are called into work from standby for a minimum of four (4) hours, whose call back shift is not directly preceding (attached to) their regularly scheduled shift, shall be eligible for rest between shift for their regularly scheduled shift.

10.10.3 —— If a nurse does not receive at least eleven (11) hours off duty between shifts, a good faith effort will be made to schedule the nurse off and/or change the nurse's hours, on the nurse's next regular shift. -Any change in the regular schedule shall be by mutual consent.

10.11 Weekend Premium Pay. -Any nurse who works on a weekend shall receive four dollars and twenty-five (\$4.25) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. - For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

10.12 Hospital Resource Nurse and STAT Nurse Premium. - Any nurse assigned to work as a Hospital Resource Nurse or STAT Nurse shall receive a premium of five-seven dollars (\$57.00) per hour.

10.12.1 Department Resource Nurse Premium. Any nurse hired as a Department Resource Nurse shall receive a premium of five dollars (\$5.00) per hour.

10.13 Student Loan Repayment. - Effective the first full pay period following the implementation of the Employer's new HRIS system, Workday, and in no event later than May 2023, tThe Hospital will provide monthly student loan payments for eligible RNs ~~through December 31, 2025, or~~ as long as the federal program pursuant to IRS Section 127 continues to exist. However, employees shall not be eligible for more than five (5) years of student loan repayment benefits. -Nurses will be eligible for up to \$400 per month for student loans accrued, due to the completion of an eligible nursing degree. To qualify, a nurse must complete six (6) months of employment. While receiving loan repayments, the nurse must maintain an FTE of .75. This program shall not impact a nurse's ability to participate in the tuition reimbursement or assistance program for current education courses. The benefit is nontaxable in accordance with IRS Section 127 criteria, up to a combined \$5,250 annually. Payments in excess of \$5,250 will be processed as taxable income.

If the federal program pursuant to IRS Section 127 described above ends, the Hospital will notify WSNA and engage in bargaining over the Student Loan program.

## ARTICLE 11 —PTO/EIT

11.1 Accrual. -Full and regular part-time benefited nurses shall receive Paid Time Off (PTO) and Extended Illness/Injury Time (EIT) based upon hours paid (up to 2080 per year) in accordance with the following schedules:

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Years of Service	Total PTO and PTO-WS Sick	Annual PTO	PTO Accrual per hour	PTO Bank Maximum	PTO-WS Sick Accrual per hour	Annual Maximum PTO-WS Sick*	Annual EIT	Accrual per hour
0-4	200	148	.0712	348	.025	52	48	.0231

5-9	240	188	.0904	428	.025	52	48	.0231
10-19	280	228	.1097	508	.025	52	48	.0231
20+	320	268	.1289	588	.025	52	48	.0231

\* Maximum annual carry-over (see Article 11.3.5)

11.2 Rate of Pay. -PTO and EIT shall be paid at the nurse's regular rate of pay.

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11.3 Access to PTO Accrual. PTO accruals are to be accessed for all absences except for those that meet EIT criteria, provided that a nurse who receives Washington State Paid Family and Medical Leave benefits administered by Washington State may choose whether to use PTO accruals to supplement the difference between the nurse's Paid Family and Medical Leave benefits and the nurse's regular pay at their assigned FTE. -Nurses are responsible for informing the Hospital of the amount of Paid Family and Medical Leave benefits received from Washington State and whether they choose to use accruals to supplement the difference between such benefits and the nurse's regular pay at their assigned FTE. -A nurse will receive pay of no less than their assigned FTE each pay period by the combination of hours worked and access to available accruals.

Employees may use their PTO and PTOWs-Sick banks interchangeably.

11.3.1 Requirement to Access Accruals. Nurses are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event a nurse may choose to either utilize accruals or to take cut hours. -(Nurses may not access accruals when they are off work due to a disciplinary suspension). Provided that nurses who receive Washington State Paid Family and Medical Leave benefits administered by Washington State may choose whether to use accruals to supplement the difference between the nurse's Paid Family and Medical Leave benefits and the nurse's regular pay at their assigned FTE. -Nurses are responsible for informing the Hospital of the amount of Paid Family and Medical Leave benefits received from Washington State and whether they choose to use accruals to supplement the difference between such benefits and the nurse's regular pay at their assigned FTE.

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11.3.2 Negative Balances. -Nurses may not access accruals that would result in a negative balance. -(Nurses will be denied vacation requests if their projected PTO balance would not contain sufficient accruals to cover the requested time off. In this situation, a nurse may request an unpaid leave of absence).

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11.3.3 Leave of Absence. -Access to accruals during a leave of absence must be taken at the nurse's assigned FTE. (A nurse may not access accruals at a lower or higher amount than their assigned FTE during a leave of absence.)

**11.3.4 11.3.4 Unpaid Time off**. All accruals must be exhausted prior to taking unpaid time off (unless eligible for EIT access).

**11.3.5 11.3.5 PTOWs-Sick Year-End Cap**. PTOWs-Sick accruals are job-protected time off accruals granted to provide employees with paid sick time off in accordance with Washington State Paid Sick Leave law and local city ordinances. PTOWs-Sick will accrue without limit during the calendar year. At the conclusion of the final pay period of each calendar year, the PTOWs-Sick bank shall reduce to fifty-two (52) hours of accrual maximum as a carry-over balance into the first pay period of the subsequent calendar year.

**11.4 Access to EIT accruals**. The purpose of Extended Illness/Injury Time (EIT) is to provide coverage to a nurse for extended absences from work as a result of illness or injury of the nurse or to care for the illness or injury of a family member as required by Washington State's Family Care Act. Moreover, PTO or EIT may be used for:

- a) Child of the employee with a health condition that requires treatment or supervision;
- b) Spouse or domestic partner (same or opposite sex),
- c) Parent,
- d) Parent-in-law
- e) Grandparent of the employee who has a serious health condition or an emergency condition.

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**11.4.1** Nurses may access their EIT accruals once they have missed their seventeenth (17<sup>th</sup>) consecutive scheduled hour of work. In this event, the nurse's access to EIT will commence from the 17<sup>th</sup> hour of work forward and will not be applied retroactively to the first (1<sup>st</sup>) through sixteenth (16<sup>th</sup>) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization of the nurse or the nurse's family member (exclusive of Emergency Room visits), the nurse's on-the-job injury, chemotherapy treatment, radiation treatment, or outpatient surgery of the nurse. -A nurse, who has accessed their EIT under the terms of this Article, and who returns to work from an approved medical leave on a temporarily reduced or a partial day schedule at the direction of the nurse's physician, may immediately access EIT, despite the break in consecutive scheduled hours off, for the missed work hours or days due to the same illness or injury which had precipitated their medical leave.

**11.4.2 Workers' Compensation Access**. Nurses who will receive time loss compensation under MultiCare's Worker's Compensation program may supplement their time loss payments by accessing limited accruals, up to the amount of the nurses pay for the hours the nurse would have worked had the nurse been available to work. The nurse may choose to use either PTO or EIT to supplement time loss payments. -A nurse receiving Worker's Compensation benefits for twelve

weeks or less shall be entitled to return to the nurse's same position and shift. A nurse who receives such benefits for more than twelve weeks but not more than six months shall have the right of first refusal to the first available similar opening on the same shift for which the nurse is qualified or the nurse may use their seniority to bid on posted positions pursuant to the job posting provisions of this Agreement.

**11.4.3 Non-Workers Compensation Re-injury/Relapse.** When a nurse attempts to return to work and, within 48 hours of that return to work, is unable to continue to work due to the same illness or injury (of themselves or of the family member pursuant to State and Federal law) which had precipitated their absence, if EIT had been accessed previously, EIT may be accessed again despite the break in consecutive scheduled hours off. EIT may not be utilized retroactively, but from the 17<sup>th</sup> missed work hour forward.

**11.4.4 Family Leave.** EIT may be accessed for any period of disability associated with pregnancy or disability caused by miscarriage, abortion, childbirth, and recovery therefrom, in accordance with the criteria set forth herein, so long as appropriate medical certification is submitted reflecting the length of the disability period. However, EIT may not be accessed for the non-disability portion of maternity/paternity or family leave.

**11.4.5 Washington State Paid Family & Medical Leave Benefits.** Nurses who receive Washington State Paid Family and Medical Leave benefits for the nurse's own disability (including any period of disability associated with pregnancy, childbirth and the recovery therefrom) or the illness or injury of a family member may supplement their Washington State benefits by accessing accrued EIT, up to the amount of regular pay at the nurse's assigned FTE, provided that the nurse has been approved for a leave of absence by the Hospital.

**11.5 Premium Pay and PTO Access for Holiday Work.** Any hourly nurse who works on a designated Premium Pay Day will be paid time and one-half (1-1/2) for all hours worked on that day. In addition, nurses may also access their PTO accruals for up to their regular shift length on any Premium Pay Day. Effective January 1, 2023, President's Day will no longer qualify for holiday premium pay.

**11.5.1** Premium paydays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. 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 Christmas. Holiday work shall be equitably rotated by the Employer through a defined department process in conjunction with article 11.9.4.

**11.6 Termination of Benefits.** Cash-out of accruals will be paid to nurses who terminate in good standing, who change to non-benefit eligible status, or who choose pay in lieu of benefits during open enrollment as follows:

- a) PTO accruals paid at 100%

b) EIT accruals paid at 25% for all hours in excess of 240

11.6.1 “Good Standing” Defined. A nurse is not “in good standing” if they:

- a. Are being discharged for cause; or,
- b. Has given insufficient notice of resignation in accordance with contractual requirements; or,
- c. Has failed to work out their notice period (i.e., calling in short notice for remaining shifts absent a medical certification).

11.7 PTO Cash Out Option. -During February and August of each year, nurses with a PTO balance greater than eighty (80) hours may choose to cash out up to eighty (80) hours of their PTO balance such that their balance does not drop below eighty (80) hours.

11.7.1 During November of each year, an additional cash out period shall be had but only PTO-WS may be cashed out. Employees must retain a minimum of 8 hours in their PTO-WS bank.

11.8 PTO/EIT Donation. - A nurse with a PTO balance equal to or greater than forty (40) hours or an EIT balance equal to or greater than two hundred forty (240) hours can donate up to sixty (60) hours per year of their PTO or EIT to another employee who has a qualifying illness under the PTO donation policy who is benefit eligible, and who has exhausted their PTO and EIT accruals. The rate of pay for a donated hour of PTO or EIT is the donor's rate. -Following the donation, the employee must have a PTO balance of at least twenty-four (24) hours.

11.9 Scheduling. -PTO shall begin accruing the first day of employment. -All PTO must be scheduled in advance in accordance with Hospital policies and be approved by supervision. -The Employer shall have the right to schedule PTO in such a way as will least interfere with patient care and workload requirements of the Hospital. Patient care needs will take precedence over individual requests. -Generally, PTO may not be taken in increments of less than the nurse's regular work day. -Under special circumstances and only when approved by supervision, partial days may be granted. - Except for unforeseeable conditions beyond the Employer's control, the Employer will make every reasonable effort not to cancel previously approved PTO. -Nurses will not be required to provide their own coverage during a scheduled PTO that was previously approved.

11.9.1 PTO Request Procedure. -PTO requests will be granted by date of submission for PTO up to six (6) months (or up to twelve (12) months where the unit agrees), from the date of the request. If conflicting requests are received on the same day, seniority shall control. -Notification of approval or denial shall be given to the nurse no later than fourteen (14) days from the date of the request. -Prime time summer vacation shall be from June 1 through September 15. -During summer prime time only, fourteen (14) days (two (2) weeks) plus the three (3) summer holidays may be taken. - The holiday time may be taken consecutively if approved by the unit manager. - Additional

days may be granted if the time is available. - PTO requests for holidays defined in Article 11.5 shall be awarded in accordance with the departments' holiday time off guidelines and Article 11.9.4.

11.9.2 Loss of PTO Leave. -A nurse will not lose accrued PTO leave if the nurse was not given a reasonable opportunity to use it.

11.9.3 Pre-Accrual Requests. -Nurses may request PTO for future dates if they will have accrued enough PTO to cover the future time away by the date the requested time off is to be taken. Approval of such requests shall be governed by Article 11.9.1 above.

#### 11.9.4 Holiday Scheduling

11.9.4.1 In order to assist departments/units in developing a fair and equitable holiday scheduling process, the parties agree to implement MOU – Ad Hoc Holiday Committee in the timeline and manner described therein.

11.9.4.2 The Ad Hoc Holiday Committee will establish a template and guidelines for departments/units to follow to create a holiday time off system that works for them. The Employer and all departments/units will consider the following parameters within their template:

- a) Whether a nurse will be mandated to work more than two consecutive holidays and/or if a nurse may volunteer to work consecutive holidays.
- b) Whether a nurse will be mandated to work the same holiday in consecutive years and/or if a nurse may volunteer to work the same holiday in consecutive years.
- c. If the employer is unable to mandate a nurse to work more than two consecutive holidays or work the same holiday in consecutive years then a process for filling holes in the holiday schedule shall be required by the department/unit.
- d. That the department/unit should ensure that its process for requesting PTO and its process for scheduling holidays align (so that, e.g., a nurse is not granted PTO from 12/20-12/30 but is informed later that they are required to work the Christmas holiday).
- e. Management reserves the right to provide final approval for any such process to ensure operational needs are met.

11.10 Short Notice Requirements. -In case of illness or other personal emergency requiring a short notice absence, the nurse is required to notify their supervisor or designee immediately, but not less than two (2)

hours prior to the beginning of their shift in nursing departments (one (1) hour for non-nursing departments), or in compliance with any other facility or department-specific policy. -Each department will develop a system/procedure so that the nurse will only be required to make one (1) telephone contact with the Employer notifying the Department Manager that the nurse will be absent from work due to illness or injury.

## ARTICLE 12 - LEAVE OF ABSENCE

**12.1 General.** -All leaves are to be requested from the Hospital in writing as far in advance as possible, stating all pertinent details and the amount of time requested.- A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days. -For purposes of eligibility for leave for part-time nurses, one year shall equal twelve (12) consecutive calendar months. -A leave of absence shall begin on the first day of absence from work.

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**12.2 Maternity Leave.** -After completion of the probationary period, leave without pay shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences.- The Employer shall return the nurse to the same unit, shift and FTE status, if the nurse returns from the maternity leave at the end of the disability as certified by a licensed health care practitioner acceptable to the Employer.- Maternity leave in excess of the disability period shall be subject to meeting proper staffing requirements as approved by the Chief Operating Officer. -For nurses employed less than one (1) year, time off for the actual period of disability will be allowed.

**12.3 Family Leave.** -As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. -The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position (same department, FTE and shift) at the conclusion of the leave. -If the nurse elects not to return within the twelve (12) week period, subject to meeting proper staffing requirements as approved by the Chief Operating Officer, the nurse will be offered the first available opening consistent with the job description held by the nurse prior to the leave, if the nurse attempts to return within the six (6) months of the date of the beginning of the leave of absence. -This unpaid benefit shall also be available for the birth of a child to a domestic partner (City of Seattle definition) or to care for a domestic partner with a serious health condition.

**12.3.1 Leave to Care for an Injured Service Member.** -As required by Federal law, an eligible nurse who is the spouse, ~~son, daughter, child~~, parent, or next of kin (nearest blood relative) of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12)

month period to care for the service member.

12.3.2 Leave for Military Exigency. -As required by Federal law, eligible nurses are also entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" as defined by the Department of Labor arising out of the fact that the spouse, ~~son, daughter~~~~child~~, or parent of the employee is a reservist, National Guard member, or a recalled retired member who has been notified of an impending call to active duty status in support of a contingency operation.

12.3.3 If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law, or any other leaves recognized by this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. -The Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence.- Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

12.3.4 Leave Combined. -A nurse may guarantee the nurse's position for a period of up to the period of disability plus twelve (12) weeks by combining maternity and family leave.- The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks without loss of benefits accrued to the date leave commences.

12.4 Health Leave. -After one (1) year of continuous employment, leave of absence for a serious health condition as defined by the FMLA for a period up to six (6) months may be granted without pay for health reasons upon the recommendations of a physician, without loss of accrued benefits. -The Employer shall guarantee the nurse's position if the nurse returns from the health leave within twelve (12) weeks. -In the event the Employer is required to fill the position due to business necessity after the twelfth (12th) week, the nurse will be notified and given the opportunity to return to work. -If the nurse is unable to return to work at that time, the nurse when returning from the health leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence, or, if it would not constitute an undue hardship on the organization, the period of leave could be further extended on a case-by-case basis.- An undue hardship exists if the Employer is unable to hire a qualified temporary replacement. -This leave shall run concurrently with any leaves of absence provided by state or federal law, which may be longer than provided for in this Article.

12.5 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 earned annual leave.

12.5.1 Military Spouse Leave. -As required by State law, an eligible nurse who is the spouse of a military member called to active duty, ordered to be deployed or on leave from deployment during times of a military conflict is entitled to take a total of fifteen (15) days of leave per deployment.

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The leave may be taken without pay or the nurse may choose to use paid time as provided by Article 11.

#### 12.6 Educational Leave.

12.6.1 Unpaid Educational Leave. -After one (1) year of continuous employment, permission shall be granted for leave of absence for a maximum of one (1) year without pay for study, without loss of accrued benefits.

12.6.2 Paid Educational Leave. -The Hospital recognizes the value of continuing education to the nurse. -When the nurse participates in an educational program at the request of the Hospital, the nurse shall not incur any reduction in pay and any direct expenses will be paid.- Consideration will continue to be given to all requests by nurses to attend educational meetings of their choice. Appropriateness of the education, staffing needs, and educational budget status shall determine whether or not the Chief Operating Officer, or designee, will grant the request and the manner of compensation both as to time off and to expenses. -The Hospital agrees to furnish the Union Association with a copy of its current policies in regard to education upon request.

12.6.3 Continuing Education. -All full-time Associate degree/Diploma nurses shall be allowed four hundred dollars (\$400.00) per calendar year (prorated for part time nurses) and all full-time Bachelor of Science and Masters of Science nurses shall be allowed five-seven hundred and fifty dollars (\$500750.00) per calendar year (prorated for part-time nurses) to use for work-related educational opportunities and related expenses, i.e. reimbursement for tuition and salary.- For purposes of this section only, a nurse who is regularly scheduled to work six (6) 12-hour shifts (0.9 FTE) per pay period will be considered full-time and eligible for the full \$400 or \$500 amount per year based on documented education level. A nurse who is regularly scheduled to work nine (9) 8-hour shifts (0.9 FTE) or less per pay period is not considered full-time and will be reimbursed on a prorated basis. -Requests for continuing education time off on scheduled workdays must be applied for at least twenty-one (21) days in advance on a form provided by the Employer. -The employee's request shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program. Funds accrued during one (1) calendar year must be used prior to the completion of the following calendar year. The Hospital will post a quarterly report to be posted on the intranet and available in the unit that details education reimbursement balances by nurse, identifying each nurse by employee number.

12.6.4 Approved Uses of Continuing Education Funds. -Nurses who are eligible to receive education funds according to section 12.6c, above will be reimbursed for the expenses set out in Appendix D.

12.7 Professional and/or Educational Meetings.- Up to ten (10) days per year, with pay at the regular rate, may be granted for attending professional meetings, provided the number of nurses wishing to attend does not jeopardize the Hospital service.- A written report from the nurse may be required to the Chief

Operating Officer, or designee, and the nurse may be expected to in-service. The Employer will respond to requests for leave to attend professional/educational meetings within two (2) weeks of the initial request for the leave. -The Employer will provide the Union Association its 8790 spreadsheet quarterly report which delineates special purpose funding for education. -Up to twenty-four hours per year based on the formula below with pay at the regular rate, will be granted for attending professional meetings, provided the number of nurses wishing to attend does not jeopardize the Hospital service. -An additional three (3) days per year, with pay at the regular rate, may be granted for attending professional meetings, provided the number of nurses wishing to attend does not jeopardize the Hospital service.

0.9 FTE and above 24 hours per year

0.7 TO .89 FTE 16 hours per year

0.6 TO .69 FTE 8 hours per year

12.7.1 To facilitate the equitable distribution and utilization of education funds (where the funding is limited to a particular use or purpose, the Committee will not discuss that allocation), a Continuing Education Task Force shall develop guidelines for approving course content and for reimbursing nurses for the registration fees, travel, and related expenses reasonably incurred in connection with attendance at voluntary continuing education programs. -For purposes of developing these guidelines, the Task Force shall consist of five (5) staff nurses and five (5) Employer representatives with each member having full voting status. -The staff nurses' representatives shall be representative of the following operations areas:

- a. Critical Care
- b. Medical-Surgical
- c. Perioperative
- d. Perinatal
- e. Emergency Department

This Task Force will have the responsibility to periodically review the distribution of these funds.

12.8 Bereavement Leave. -Leave of up to three (3) days with pay shall be granted for death in the immediate family. Two (2) additional days with pay shall be granted when in the Employer's opinion extensive travel is required to attend the funeral. Upon request, the Hospital may grant five (5) additional days of unpaid leave or paid vacation leave when extensive travel is required. - Immediate family shall be defined as spouse, child (including miscarriage or stillbirth), brother or sistersibling, parent, grandparent of employee, grandchildren, parent of spouse, brother or sistersibling of spouse or domestic partner (City of Seattle definition).

12.9 Jury Duty. - A full-time or part-time nurse who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer or in connection with their employment with the Hospital in any judicial proceeding, shall be compensated by the Employer for the

difference between the nurse's jury duty/witness fee pay and the nurse's regular rate of pay, provided that the nurse notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship upon the Employer. - Nurses who serve as jurors or a witness on behalf of the Employer will be administratively assigned to the day shift for the duration of the jury duty. - Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

**12.10 Domestic Violence Leave.** -As required by State Law, a nurse who is a victim of domestic violence, sexual assault or stalking is entitled to take reasonable or intermittent leave from work, paid or unpaid, to take care of legal or law enforcement needs or get medical attention, social-services assistance or mental health counseling. A nurse who is a family member (defined as child, spouse, parent, parent-in-law, grandparent or person who the nurse is dating) of the victim may also take reasonable leave to help the victim take leave or seek help. The Hospital will require verification as described in the State law from the nurse who is requesting the leave.

**12.11 Benefit Accrual During Leave.** -Leave without pay for a period of three (3) calendar months or less shall not alter a nurse's anniversary date with regard to the wage schedule. -PTO and EIT are accrued on the basis of hours paid, and shall not accrue during an unpaid leave of absence. -Leave without pay for a period in excess of three (3) calendar months will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Hospital.

**12.12 Return from Leave.** -Except as otherwise provided herein and as required by law, if a nurse's absence (including unpaid leave time and any form of paid time off) does not exceed six (6) weeks total time away from work, the nurse shall be allowed to return to the nurse's prior position and shift. - Nurses returning from an approved leave of absence exceeding six (6) weeks in duration shall be reassigned to their former position, if open. -If the former position has been filled, the returning nurse shall be assigned to the first available similar opening on the same shift for which the nurse is qualified.

## ARTICLE 13 - MEDICAL, DENTAL AND OTHER INSURANCE BENEFITS

**13.1 Flexible Benefits.** For new hires and transfers into the bargaining unit as of January 1, 2020, benefits eligibility shall be effective beginning the first of the month following thirty (30) days of continuous employment as a benefits eligible nurse. All full time and all part time nurses regularly scheduled to work thirty (30) or more hours per week (0.75 FTE) shall be eligible for the Employer's flexible benefits insurance plan providing medical, dental and life insurance benefits.

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Nurses will have the option of participating in a MultiCare sponsored Wellness Plan. Those who choose not to participate will be subject to health insurance premium surcharge.

**13.1.1 Part-Time Nurses Benefits.** -Part-time nurses regularly scheduled to work sixteen (16) or more hours per week and desiring medical, dental and life insurance may sign up for the Hospital's

flexible benefits plan and the Hospital will pay for one-half (1/2) of the nurse only premium, with the remainder to be paid by the nurse.

13.1.2 Exempt Nurses. For the term of this agreement, nurses in the bargaining unit before January -1, 2020, shall remain full-time benefits eligible at twenty-four (24) or more hours per week (.6 FTE) so long as the nurse remains employed with MultiCare.

13.1.3 Health Plan Premiums. ~~The Employer will maintain health plan premium rates through 2022.~~ For plan years ~~2023~~~~2026~~, ~~2024~~~~2027~~, and ~~2025~~~~2028~~, the Employer agrees that any premium increases will be shared equally by the nurse and Employer, except that the nurse share shall not exceed a maximum of fifty dollars (\$50.00) per month, and in no event will bargaining unit nurses be required to pay premium rates that exceed the rates paid by non-represented employees.

13.2 Labor/Management Benefit Committee. -MultiCare and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality care while concurrently bending the cost curve. Both MultiCare and the Union share a mutual interest in researching best practices in cost containment features and the benefits that ensure quality but also address increasing costs. To address these issues, the parties will establish a Labor/Management Benefits Committee with representatives from the bargaining units represented by the Union. -The Union will appoint up to a total of six (6) representatives for the bargaining units it represents at MultiCare to include one (1) Union employed representative to the Committee. MultiCare will appoint up to six (6) management representatives. -The Committee shall be advisory and shall meet quarterly, and more often as mutually agreed. In guiding the Committee's work, utilization data and cost information, among other data, shall be reviewed. -If the Committee produces mutually agreed upon recommendations for any changes, the Union and MultiCare shall convene a meeting to review the recommendations. All employee representatives shall be on paid relief time.

13.2.1 Information Sharing. - The Employer and the Unions agree to participate in a fully transparent process of information sharing regarding utilization rates and the cost of care that will lead to stronger engagement and overall success. The Committee will seek to produce mutually agreed upon recommendations regarding the total cost of coverage shared by the Employer and Employee.

13.2.2 Wellness and Disease Management. -The Committee will concentrate efforts on studying options for and action plans to maximize the MHS Wellness Program, disease management programming, primary care delivery models and generic drug utilization. The Committee's goal will be to thoroughly research best practices in these subject areas and recommend them when mutual agreement is reached.

13.3 Retirement. - Employees in this bargaining unit will participate in the Employer's retirement plan on the same basis as its non-union workforce. Employees currently participating in the defined benefit plan will remain in that plan through December 31, 2015, at which time the plan will be frozen and the

employees will be enrolled in the Employer's retirement plan that is applicable to all of its non-union employees. The level of funding for the plan that is applicable to all employees starting in January 2016 will be no less than the current level of funding for the Retirement Account Plan.

13.4 Dental Plan. - Bargaining unit nurses will be eligible for the same dental insurance options and premium rates as non-represented employees.

13.5 Long Term Disability Plan. -The Employer shall provide a long-term disability insurance plan at no cost to all nurses scheduled to work a 0.6 FTE or above. The plan will have a ninety (90) day elimination period and pay a fifty percent (50%) benefit, consistent with Plan terms and conditions, which shall be set forth in the Plan's Summary Description. The Plan will include a voluntary buy-up option to a sixty percent (60%) benefit at the nurse's expense.

13.6 Washington Paid Family & Medical Leave Benefits. -The Employer will deduct the Washington state established premiums for employees from nurses' pay, and pay any required Washington state established premiums for employers.

#### ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Grievance Defined. -A grievance is defined as an alleged breach of the terms and conditions of this Agreement. -It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

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14.1.1 Step One Written Warnings. -The Employer and Union Association agree that should the Union Association not grieve a Step One Written Warning, the Union Association reserves the right to challenge the basis for the Step One Written Warning if the Step One Written Warning is used as the basis for further discipline up to and including discharge.

14.2 Time Limits. -Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. - Failure of the Union a-nurse to file a grievance on a timely basis in accordance with the time limits set forth below will constitute withdrawal of the grievance. - Subject to the above provisions, any grievance which is unresolved following the meetings set forth in this grievance procedure shall automatically be pursued to the next higher step. -The moving party agrees to notify the other of their-its intent to do so.

14.3 Grievance Procedure. -A grievance shall be submitted to the following grievance procedure:

##### Step 1. Immediate Supervisor.

If a-nurse the Union has a grievance, the nurse-Union must first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. A conference between the nurse (and the

Local Unit Chairperson, if requested by the nurse) and the immediate Supervisor (and/or designee) shall be held within 14 (fourteen) calendar days. -The Supervisor shall issue a written reply within fourteen (14) calendar days following the grievance meeting. -However, if a nurse is terminated, the grievance nurse may first be presented to the grievance to the Chief Operating Officer or Clinical Designee within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed.

Step 2. Chief Nurse Executive (CNE) or Clinical Designee

If the matter is not resolved to the nurse's-Union's satisfaction at Step 1, the nurse-Union shall present the grievance in writing to the CNE (or clinical designee) within fourteen (14) calendar days of the immediate supervisor's decision. -A conference between the nurse (and the Local Unit Chairperson, if requested by the nurse) and the CNE (or clinical designee) shall be held within fourteen (14) calendar days for the purpose of resolving the grievance. The CNE or clinical designee shall issue a written reply within fourteen (14) calendar days following the grievance meeting. -If the CNE or clinical designee is not available, the UnionAssociation agrees to waive the timelines until the CNE or clinical designee is available.

Step 3. Director of Labor Relations.

If the matter is not resolved at Step 2 to the nurse's-Union's satisfaction, the grievance shall be referred in writing to the Director of Labor Relations (and/or designated representative) within fourteen (14) calendar days of the Step 2 written response. -The Director of Labor Relations (and/or designee) shall meet with the nurse and the UnionAssociation Representative within fourteen (14) calendar days for the purpose of resolving the grievance. -The Director of Labor Relations (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the UnionAssociation have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the UnionAssociation may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Director of Labor Relations or designee. -If the Hospital and the UnionAssociation fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. -The parties shall thereupon alternate in striking a name from the panel until one name remains. -The person whose name remains shall be the arbitrator. - Prior to proceeding to arbitration, the UnionAssociation will fully identify and describe the issue to be submitted to the Arbitrator. -The arbitrator's decision shall be final and binding on all parties. -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. - The Arbitrator shall have no authority to award punitive damages. - Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural

grounds, shall bar any further litigation of the issue in dispute. - Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. -All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

14.3.1 UnionAssociation Grievance. -The UnionAssociation may initiate a grievance at Step 2 if the grievance involves more than one (1) nurse.

14.4 Mediation. - The parties may agree to use the mediation process 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.

14.5 Termination. -This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. -Grievances arising during the term of the Agreement shall proceed to resolution regardless of the expiration date.

#### ARTICLE 15 - NO STRIKE--NO LOCKOUT

15.1 No Strike. -The parties to this Agreement realize that the Hospital provides special and essential services to the community, and that for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. - It is, therefore, agreed that during the term of this Agreement, there shall be no strikes, including any sympathy strikes, work stoppages, picketing, ~~hand billing~~, walkouts, slowdowns, boycotts or any other activity that interrupts or impedes work, or the delivery of goods, services or patients to the Hospital. -No officers or representatives of the UnionAssociation shall authorize, instigate, aid or condone such activity. In the event of any such activity, the UnionAssociation and its officers and agents shall do everything within their power to end or avert the same. -Any nurse participating in any of the activities referred to above, including the refusal to cross a picket line posted by any other labor organization or any other party, shall be subject to immediate dismissal, permanent replacement, or lesser discipline, at the Hospital's discretion. Nothing in this section precludes bargaining unit nurses from participating in protected concerted activity outside of the facility on behalf of another bargaining unit on non-working time.

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15.2 No Lockout. -The Hospital shall not engage in any lockout during the term of this Agreement.

#### ARTICLE 16 - NURSING COMMITTEES

16.1 Conference Committee. -Seven (7) representatives elected by the local unit shall constitute the Conference Committee. -The Conference Committee shall meet regularly on request with representatives of the Hospital, one of whom shall be the Chief Nursing Executive or nursing designee who has necessary

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authority to act on the issue, to discuss matters relating to nursing care and difficulties that may arise over this Agreement. - The seven (7) representatives shall be paid at the regular rate of pay for all time spent attending Conference Committee meetings.

16.2 Patient Care Committee. -A Patient Care Committee shall be established to consist of an equal number of representatives elected by the staff nurses and representatives of nursing administration. - A n UnionAssociation Nurse Representative or designee may attend the committee meetings on a paid time basis at their regular rate of pay. The Hospital recognizes the responsibilities of the Patient Care Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the committee of action taken. -The objectives of the Patient Care Committee shall be:

- a. To consider constructively the professional practice of nurses and nurse's assistants.
- b. To work constructively for the improvement of patient care and nursing practice.
- c. To recommend to the Hospital ways and means to improve patient care. - This can also include a discussion of staffing ratios and patterns, including but not limited to, patient care assignments for charge nurses.
- d. To give advice and input in regard to new programs and facilities changes involving nursing.

In consideration of the intent and objectives of this committee as set forth above, this committee shall meet upon request at such times as are necessary. -By mutual agreement of both parties, existing provisions of this contract may be modified to implement solutions to, and the resolution of, staffing needs.

16.3 Safety Committee. -The Hospital will maintain conditions of health, safety and sanitation in compliance with federal, state and local laws applicable to the safety and health of its employees. Nurses shall not be required to work under imminently hazardous conditions, or to perform tasks, which endanger their health or safety, provided that the parties acknowledge the professional practice of nursing is inherently dangerous. -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 Hospital will provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Hospital 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 Hospital of education and preventative health measures for the workplace and its employees. Nurses are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee by utilizing the QA Memo form. Committee membership shall include two (2) UnionAssociation appointed nurses and one (1) UnionAssociation appointed alternate. -Attendance at Safety Committee meetings will be paid at the nurse's regular rate of pay for the two (2) UnionAssociation appointed nurses. Upon receiving thirty (30) days' notification of a nurse's need to attend committee meetings under this Article, the nurse shall be responsible for working with their leader to adjust their

schedule, if needed. The WSNA member(s) will receive the dates of the scheduled meetings at least one month in advance, which may include the agenda.

16.3.1 Workplace Violence Prevention. -The Employer is committed to providing a safe and secure workplace for nurses. The Employer will not tolerate workplace violence. Signage shall be posted in each unit of the Hospital stating this policy. The Employer will engage in appropriate workplace violence prevention planning through its existing Safety Committee or whatever additional committee(s) it deems appropriate. The WSNA member(s) will receive the dates of the scheduled meetings at least one month in advance, which may include the agenda.

16.4 Nurse Staffing Committee. -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. The Union Association will determine how the Registered Nurse Members of the NSC are selected, including designated alternatives, with the exception of participating Registered Nurses from the Hospital's Adolescent Behavioral Health Unit.

NSC shall be held monthly or as determined by NSC membership. Attendance at Committee meetings by appointed committee members will be on a paid time basis at the nurse's regular rate of pay. The Hospital will provide the Union Association with a Staffing Committee Charter annually on January 1 and when changes to membership occur. -NSC members are responsible for notifying their manager of their need to attend NSC thirty (30) days in advance of Staffing Committee (or as soon as practicable after Staffing Committee is scheduled). -RNs shall be relieved of work duties during NSC. -A Human Potential representative and a WSNA staff representative may attend as non-voting guests of NSC. -The designated Union Association Local Chairperson shall be provided with agendas, relevant data, and minutes at least three days in advance of each meeting. -Nurses shall not be subject to retaliation for making a report or complaint to the NSC.

During the six months following ratification, the Staffing Committee shall discuss, as a standing agenda item, PTO accessibility for RNs.

16.5 Staffing Standards for Patient Populations. -The staffing matrix contained herein refers to the patients' level of care. -The state-submitted staffing plan will guide the individual department staffing matrix; however, in no event will the state-submitted staffing plan exceed (i.e., assign more patients per nurse) the ratios listed below. -The Employer and Union Association agree that the assignment of patients will take into consideration staffing standards, acuity and departmental needs. as defined in the staffing plan.

- Medical/Surgical: 1:5 with ancillary
- Progressive Care: 1:4 with ancillary
- Critical Care: 1:1 or 1:2
- ED: 1:4
- OR: 1 RN Circulator; 1 Scrub; higher level cases may have a second RN

- PACU: 1:2
- NICU: 1:2-3
- Birth Center: 1:1 or 1:2
- **OB ED: 1:4**
- Women and Infant: 1:4 couplets with ancillary
- Antepartum: 1:3 stable or 1:1 non-stable

**16.5.1 Staffing Standard.** The State-submitted staffing plan shall define the eligibility for the staffing standard premium. The department's staffing matrix defines the number of nurses needed based on patient volume/census and department needs.

**16.5.2 Staffing Standards Premium.** -If a nurse has a patient assignment in excess of the staffing standard for two or more hours, the nurse shall be eligible for staffing standard premium for all time worked above the standard. The premium shall be \$5 per hour.

**16.5.3 Staffing Standards Premium** shall not be paid as a result of an unscheduled absence, including but not limited to, intermittent FMLA. -Staffing Standards Premium shall not be paid for a nurse leaving the floor for reasons including, but not limited to transport, a code response, meals and/or breaks, etc.

**16.5.4 Charge Nurse.** - If the Employer determines the charge nurse needs to take a patient assignment, or an additional charge nurse assignment, they may either remove the charge nurse assignment or the charge nurse shall be eligible for staffing standard premium for time worked with a patient or second charge nurse assignment, for two or more continuous hours, as long as all eligibility criteria (16.5.2 and 16.5.3) are met.

**16.5.5 Resolution.** -Staffing Standards Premium pay shall be the exclusive resolution for deviations from staffing standards, in accordance with 16.5.1.

**16.5.6 Staffing Standard Approval Process.** -The CNE, or designee, shall have final approval on whether staffing standard is paid based on the shift criteria and eligibility.

**16.6 Safe Staffing. The Employer will strive to maintain staffing levels that provide for quality patient care and the health and safety of nurses. To accomplish this goal, the Employer shall endeavor to:**

**16.6.1 Provide staffing levels that enable the nurses the opportunity to receive meal periods and rest breaks.** Formatted: Underline

**16.6.2 Provide staffing levels that enable nurses to utilize their accrued paid time off pursuant to Article 11.** Formatted: Underline

**16.6.3 Avoid assigning nurses to provide care to more patients than anticipated by the agreed staffing guidelines and relevant safety requirements.** Formatted: Underline

#### 16.6.4 Avoid assigning Charge Nurses to patient care duties.

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16.7 No Break Buddies. “Break buddies” will not be used as a primary practice of providing break relief, will only be used rarely (if at all), and will only be used as a last resort. Break buddies will not be included as a resource on the meal and break plan. No later than July 1, 2026, the Hospital will develop and implement a system to allow nurses to report when the break buddy system was used to cover a break. This data will be shared with the Staffing Committee and the WSNA Nurse Representative on a quarterly basis. The first data will be provided to the Staffing Committee and the WSNA Nurse Representative on October 1, 2026.

16.8 Employee Facilities. The Employer shall provide restrooms and adequate facilities for meal breaks, and lockers shall be made available if they are currently being provided.

16.9 Trauma Nurse. The primary Trauma Nurse’s assigned duties will not impede their ability to respond within appropriate timeframes.

### ARTICLE 17 - GENERAL PROVISIONS

17.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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17.2 During the life of this Agreement, the Union Association agrees that the Hospital shall not be obliged to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement, or discussed during the negotiations which resulted in this Agreement.

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17.3 Wage Rates. Nothing contained herein shall prohibit the Employer from requesting to meet and confer with WSNA to raise the wage scale specified in Article 9.1.2 or any other economic terms and conditions.

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17.4 Successorship. The Employer will provide at least sixty (60) days’ notice to the Union Association if it conveys, transfers or assigns the entirety of its Medical Center operations. This Agreement shall be binding upon the Hospital and any successor employer who acquires the entirety of the Hospital.

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### ARTICLE 18 - DURATION OF AGREEMENT

This Agreement shall be effective on upon date of ratification and shall remain in full force and effect until December 31, 2025January 31, 2029 and annually thereafter unless either party serves notice on the

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other to amend or terminate the Agreement by giving written notice to the other party not less than ninety (90) days in advance of the expiration date.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20232026

**WASHINGTON STATE NURSES  
ASSOCIATION**

\_\_\_\_\_  
Danielle O'Toole, RN

\_\_\_\_\_  
Elizabeth Leske, RN

\_\_\_\_\_  
Michelle Stevenson, RN

\_\_\_\_\_  
Mallory Gregoire, RN

\_\_\_\_\_  
Matt Dustin, RN

\_\_\_\_\_  
Cherie Griffith, RN

\_\_\_\_\_  
Colin Bishop, RN

\_\_\_\_\_  
Jess Oyler, RN

**MULTICARE TACOMA GENERAL  
HOSPITAL**

\_\_\_\_\_  
Erika Skoog, Manager, Employee & Labor Relations

\_\_\_\_\_  
Scott Allan, Director, Employee & Labor Relations

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Liana Delacorte, RN

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Brenda Bowhay, RN

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Cameron Warriner, RN

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Morgan Van Fleet, RN

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Brenda Balogh, RN, Nurse Representative

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Pamela Devi Chandran, Labor Counsel,  
Chief Negotiator

APPENDIX A -  
TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 8.3 of the Agreement between the Hospital and the Union Association, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. -The ten (10) hour shift schedule shall provide for ten (10) hours of work and one (1) or more thirty (30) minute unpaid lunch period(s), as required by law. -Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. -Shift start times shall be determined by the Employer. Nurses will be asked to sign individual shift agreements memorializing these work day terms.
2. Work Period; Overtime Pay. -The work period for overtime computation purposes shall be a seven (7) day period, as determined by the Employer. -Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. -If a nurse works more than two (2) hours beyond the end of a scheduled shift, all overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).
3. Rest Between Shifts. -Sections 10.9 and 10.9.1 of the Agreement apply in their entirety with the sole exception being that the length of the rest period shall be ten (10) hours rather than eleven (11) hours.
4. Shift Differential. -If the majority of the hours of the employee's regularly scheduled shift fall within the designated evening (3-11 p.m.) or night (11 p.m. – 7 a.m.) shift period, the employee shall receive the shift differential for the entire shift. -This paragraph supersedes any contrary language in the parties' Agreement.

APPENDIX B -  
TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 8.3 of the Agreement between the Hospital and the Union Association, nurses\* may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. - The twelve (12) hour shift schedule shall provide for twelve (12) hours of work and two (2) thirty (30) minute unpaid meal period(s), as required by law. -Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. -Shift start times shall be determined by the Employer. Employees will be asked to sign individual shift agreements memorializing these work day terms.
2. Work Period; Overtime Pay. -The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. -Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. -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 shall be paid at double time (2x).
3. Rest Between Shifts. -Articles 10.9 and 10.9.1 of the Agreement apply in their entirety with the sole exception being that the length of the rest period shall be eight (8) hours rather than eleven (11) hours.
4. Shift Differential. -If the majority of the hours of the nurse's regularly scheduled shift fall within the designated evening (3<sup>—</sup>11 p.m.) or night (11 p.m. - 7 a.m.) shift period, the shift shall be considered a permanent assignment for that nurse and the nurse shall receive the shift differential for their entire shift. -If the evening or night shift is a permanent assignment, shift differential shall be considered to be a part of the nurse's regular rate of pay. -For those employees working the 3 a.m. to 3 p.m. shift, night shift differential shall be paid for those hours worked between 3 a.m. and 7 a.m. -This paragraph supersedes Article 10.1 of the Agreement in its entirety.

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APPENDIX C -  
RESIDENCY AGREEMENT

Name: \_\_\_\_\_

Employee ID#: \_\_\_\_\_

Date of Hire/Transfer: \_\_\_\_\_

Department: \_\_\_\_\_

Residency/Fellow Program Start: \_\_\_\_\_

Nurse has applied for and been accepted into MHS's residency program. Nurse agrees that the education and training provided through MHS's residency program is a valuable service provided to Nurse in consideration for the promises contained herein, and that Nurse would not receive that education and training but for Nurse's commitment's below:

**1. Residency:**

- a. Nurse agrees to satisfactorily complete the residency program. Satisfactory completion of the residency program means completing a preceptorship, evidence-based practice project, all training requirements, tests, demonstrations, competency assessments, and other requirements of the residency curriculum with the scores/grades required by the program as well as compliance with all applicable MHS policies and procedures.
- b. MHS reserves the right to modify or change competency requirements and/or policies and procedures in its sole discretion to meet the needs of MHS and/or safe patient care.
- c. Determination of success or failure for Nurse is solely at the discretion of MHS.
- d. Nurse can expect the preceptorship to be approximately 16-39 weeks depending on specialty; however, Nurse understands that this is an estimate, and the preceptorship may be longer or shorter.
- e. If Nurse takes any leave of absence during the Residency Program, the period of leave will not count toward completion of the Residency.

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**2. Service Commitment.**

- a. By entering into the residency program, Nurse agrees to work for one and one-half (1.5) years at a minimum of a .75 FTE following the completion of the resident program for a total of two years following completion of the program.
- b. This Agreement does not constitute a promise of continued employment for Nurse for any period of time, including for the length of this service commitment.

**3. Repayment Requirements:**

- a. If Nurse does not satisfactorily complete the residency program, Nurse agrees to pay back to MHS \$2,000 (NICU and Operating Room residencies \$4,000). Nurse agrees that the Residency Amount is a fair and reasonable amount for the education and training provided to Nurse.
- b. If Nurse fails to satisfy their service commitment for two and one-half (2.5) years, Nurse agrees to pay back to MHS the Residency Amount based on the table below:

<u>Length of Employment (From Start Date)</u>	<u>Repayment Portion of Residency Amount</u>
<u>0-12 Months (Residency Amount)</u>	<u>100%</u>
<u>12-18 Months</u>	<u>75%</u>
<u>18-24 Months</u>	<u>50%</u>
<u>24-30 Months</u>	<u>25%</u>

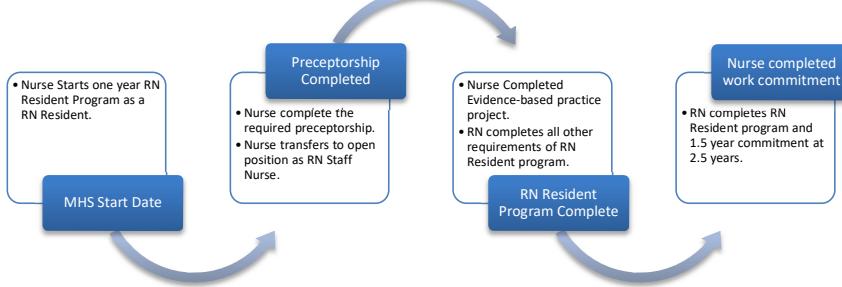
- c. Nurse will not be required to repay any portion if Nurse is involuntarily terminated during the period described in Section 2(a). If Nurse resigns during this period, MHS may excuse Nurse from repaying the Residency Amount if MHS, in its sole discretion, determines that extenuating circumstances led Nurse to resign. MHS's exercise of discretion is not grievable by Nurse or Nurse's union, if any.
- d. If Nurse must pay back any portion of the Residency Amount under the terms above, Nurse hereby authorizes MHS to deduct the amount owed to the Hospital from Nurse's ongoing and/or final paychecks and apply such amounts deducted toward the balance due. If Nurse still owes any of the Residency Amount after their final paycheck, Nurse agrees to repay the remaining sum within 12 months of their separation from MHS.

**4. Employment During Residency and Warranties:** While enrolled in the residency program, Nurse agrees that:

- a. Nurse's rate of pay will be in accordance with the applicable policies or bargaining agreement.

- b. Nurse's 90-day new-hire probationary period will begin when they transfer from a Resident RN to a Staff RN following the completion of their preceptorship.
- c. Job posting and other rules in the applicable bargaining agreement or MHS policy will apply to any transfer request(s) during the service commitment.
- d. Nurse will become familiar with MHS, its policies, procedures and standards, including without limitation the policies for dress and conduct to ensure that Nurse complies with MHS requirements.
- e. Nurse certifies that:
  - Nurse has never been sanctioned, excluded or proposed for exclusion from participation in any federal or state funded health care program, including without limitation Medicare or Medicaid programs;
  - Nurse has not been excluded from doing business with the Federal government as provided in the list maintained by the United States General Services Administration (GSA) or the Department of Health and Human Services Office of Inspector General (OIG); and
  - Nurse has not been convicted of a crime against children or vulnerable adults as set forth in RCW 43.43 as it presently exists or is subsequently amended.

**5. Path to Resident and Service Commitment Completion: The below graphic shows the general path Nurse will follow through the Residency Program. This graphic does not establish any rights for Nurse to follow this path precisely.**



~~No later than May 1, 2023, the Employer shall provide the Union with a link to the resident agreement that nurses can access through the intranet. Such link may be included in this appendix for printing. The~~

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Employer shall provide the Union with a link to the resident agreement that nurses can access through the intranet. Such link may be included in this appendix for printing.

APPENDIX D -  
APPROVED USES OF CONTINUING EDUCATION FUNDS

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Nursing specific software (not including operating system software or hardware);

Books (electronic and hardcopy);

Medical journal subscriptions (electronic and hard copy);

Medical dictionaries and reference guides (electronic and hard copy);

Conferences and seminars (includes on-line seminars and conferences);

Course registrations (includes on-line courses);

Education expenses towards learning a new language if the language is considered to be one of the top 5 languages used by the Hospital's patient population

Travel to and from conferences and seminars, including:

- Air fare;
- Rental car;
- Mileage;
- Meals;
- Hotel;
- Parking;

Membership dues;

1<sup>st</sup> time Washington State license fee; and,

Specialty license/certification exam/re-certification and review course fees (including online exams).

As technology advances, the list of approved uses may be subject for Conference Committee.

APPENDIX E -  
TIERED FLOAT POOL

1. The Hospital will determine the number of FTEs, cluster requirements (i.e., in which units within a cluster a nurse may be required to work) and work schedules for each tier of the float pool. -The Union Association understands and agrees that the Hospital has discretion when to begin the float pool program at the Hospital. **Formatted:** Justified
2. The Hospital will specify the cluster requirements and FTE on each float pool position posting.
3. Eligibility requirement. -Must hold an FTE position. -Management shall determine the minimum FTE requirement for float pool positions.
4. Minimum of two years' acute care RN nursing experience to be in the tiered float pool. -RN would not be eligible for higher pay rate until successful completion of the orientation to the clinical cluster(s) and is able to function independently.
5. The tiered float pool premium shall be paid compensable hours when the employee is assigned to the float pool as their home department (i.e., when the majority of the nurse's FTE is within the float pool). -The float pool premium shall not be included in the regular rate of pay for purposes of the Wage Premium in Lieu of Benefits.

Tier I	Tier II	Tier III
Be able to work all of the units within one (1) cluster.*	Be able to work all of the units within two (2) clusters.*	Be able to work all of the units within three (3) or more clusters.*
\$6 per hour	\$8 per hour	\$12 per hour

**Float Pool Tier Clusters (Each area listed below is considered a “cluster” defining the level of care for the patient):**

1. Medical/Surgical
2. Family Birth Center, Post-Partum
3. NICU
4. Critical Care, Progressive Care
5. Emergency
6. Perioperative Services and Procedural Services

MEMORANDUM OF UNDERSTANDING -  
No Pyramiding or Duplication of Overtime Pay:

a. Instances Involving the Same Hours.

- 1) If the contractual obligation required overtime and one or more premiums paid at the rate of time and one-half (1-1/2) for the same hours, the maximum obligation shall be time and one-half (1-1/2) for all such hours.
- 2) If the contractual obligation requires two or more premiums paid at the rate of time and one-half (1-1/2) for the same hours, the maximum obligation shall be time and one-half (1-1/2) for all such hours.
- 3) If the contractual obligation requires overtime or premium pay paid at the rate of time and one-half (1-1/2) and double time (2x) for the same hours, the double time (2x) rate shall be paid for those hours.

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b. Instances Not Involving the Same Hours. -In instances not involving the same actual hours worked but where the no pyramiding and/or duplication rule exists, the following standards shall be utilized:

- 1) Overtime (7.4). -Hours paid for beyond the normal full-time work day (i.e. daily overtime) shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly or by pay period overtime).
- 2) Weekends (7.8). -Hours paid for under this section at the premium rate of time and one-half (1-1/2) shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly or by pay period overtime).
- 3) Rest Between Shifts (7.10). -Hours paid for at this premium rate (time and one-half) which occur before a regularly scheduled shift shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly overtime). -Hours paid for at this premium during the employee's regularly scheduled shift shall count in computing hours worked beyond the normal full-time work week (i.e. weekly or by pay period overtime).
- 4) Callback Pay (8.3). - Hours paid for under this premium which do not occur during a regularly scheduled shift (i.e. low census standby) shall not count as time worked in computing hours beyond the normal full-time work period (i.e. weekly or by pay period overtime). -Hours paid for at this premium rate occurring during the employee's regularly scheduled shift shall count in computing hours worked beyond the normal full-time work period.
- 5) Work on Holidays (9.4). - Hours paid for at this premium rate (time and one-half) during the normal work day shall count as time worked in computing hours beyond the normal full-time

work period (i.e. weekly overtime). Hours paid for under this premium in excess of the normal work day shall not count as time worked in computing hours beyond the normal full-time work period (i.e. weekly overtime).

MEMORANDUM OF UNDERSTANDING -  
No Challenge to Bargaining Unit Status of Charge Nurses

The Employer agrees that it will not challenge the bargaining unit status of any nurse in the bargaining unit who performs the charge nurse role on the grounds they are supervisors under the NLRA. -The Employer further agrees that it will not challenge the bargaining unit status of any other nurse in the bargaining unit on the grounds the nurse is a supervisor under the NLRA.

The parties agree that this Memorandum of Understanding has no legal bearing upon the issue of the past or future creation of Assistant Nurse Manager positions that include performance of the charge nurse role. This Letter of Understanding will not be used as evidence by either party with respect to any contractual dispute that is currently pending or may occur in the future with regard to the creation of Assistant Nurse Manager positions that include the performance of the charge nurse role.

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MEMORANDUM OF UNDERSTANDING -  
Ad Hoc Holiday Committee

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Each unit's Ad Hoc Holiday Committee shall review their holiday schedule that was established in 2023 on a biannual basis (every even year starting in 2026). The Ad Hoc Holiday Committee will determine if the current plan is effective and recommend any needed changes. The unit will vote on the proposed changes, if any, using the voting parameters below. Within sixty (60) days of ratification, a committee comprising the WSNA nurse representative and up to five (5) bargaining unit nurses will meet with up to six (6) Employer representatives to design a template and guidelines for departments/units which shall guide the department/unit's holiday scheduling process creation. The committee will meet as many times as necessary to craft these templates/guidelines; the parties expect that they will not need to meet more than five (5) times. The objective of the parties is that these templates and guidelines will be ready to pass on to the departments/units by May 1, 2023. Nurses will be paid at their regular rate of pay for all time spent in committee meetings.

Minimally, the template shall include the parameters established in Art. 11.9.4.2 and shall suggest frameworks for holiday selections.

If a department does not have current guidelines they shall, upon receiving the guidelines and template on May 1, 2023, design their fair and equitable holiday scheduling process and submit the plan for a unit vote no later than July 1, 2023. If the vote passes the process will remain in place; if the vote fails, the department/unit will work to modify the process relying on the committee's guidelines. If the department/unit is unable to develop a holiday scheduling process that is approved by bargaining unit nurses, that process shall be submitted to this committee for review and recommendations.

Departments/units with a defined holiday scheduling process may keep their current process so long as a unit vote is conducted by July 1, 2023, in accordance with Art. 11.9.4.2.c. If the vote passes, the process will remain in place; if the vote fails, the department/unit will work to modify the process relying on the committee's guidelines. If the department/unit is unable to develop a holiday scheduling process that is approved by bargaining unit nurses, that process shall be submitted to this committee for review and recommendations.

For the purpose of this committee language, a passing vote shall be defined as at least fifty per cent (50%) plus one vote of the bargaining unit nurses who vote in that department/unit. All bargaining unit nurses in that department/unit will be ensured a reasonable opportunity to vote.

MEMORANDUM OF UNDERSTANDING -  
Negotiation Team Compensation

For the ~~2023-2025~~~~2026-2028~~ collective bargaining agreement, the bargaining team shall receive \$4,000 each for ~~11-10~~ (ten) individuals paid, at the latest, 30 days from ratification (on the pay day the 30th day falls in).

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In addition, the bargaining unit may donate PTO to the bargaining team:

- Employer will provide PTO donation forms to WSNA within 5 calendar days of reaching a Tentative Agreement.
- WSNA will provide the Employer with the completed forms and allocation of the PTO donations amongst the bargaining team within 30 days of ratification.
- The employer will process the PTO donations within 14 calendar days of receiving the donation forms and allocation from WSNA
- For bargaining team members who are per diem or pay in lieu benefit status, they shall receive the monetary equivalent of the PTO donation within 14 days of receiving the donation forms and allocation from WSNA (on the pay day the 14<sup>th</sup> day falls in)

MEMORANDUM OF UNDERSTANDING -  
Cross-Training and Orientation in re Article 5

Within the first three (3) months following ratification of this contract, the Employer shall establish 4-hour orientation opportunities for the purpose of orienting nurses to departments/units to which they may be required to float or to which they want to be cross-trained. These orientations/cross-trainings are optional at the nurse's discretion, based on their need or desire for orientation. The nurse will have the opportunity to sign up for the four hours of orientation/training separate from their scheduled shifts.

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The Employer will offer multiple orientations over this 3-month period in all clinical areas to which bargaining unit nurses may float. If needed, this 3-month period may be extended by mutual agreement to accommodate all bargaining unit nurses who wish to participate in these orientations.

Regardless of whether a nurse participates in voluntary orientation/cross-training, they are required to float in accordance with Article 5.

LETTER OF UNDERSTANDING -  
Weekend Only Positions

TWENTY-FOUR HOUR WEEKEND SCHEDULE

In order to ensure adequate weekend coverage, the Union Association and the Hospital agree that, to the extent the Hospital deems it appropriate; the Hospital may offer positions on a special weekend work program. -Nurses who are selected for these positions are required to work a schedule consisting of two (2) twelve (12) hour shifts every weekend between the hours of 7:00 p.m. Friday to 7:30 a.m. Monday.

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This program is adopted in accordance with Section 8.3 of the Agreement. -All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** -The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 ½) hours to include one (1) thirty (30) minute unpaid lunch period. -Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. -Shift start times shall be determined by the Employer. -Employees will be asked to sign individual shift agreements memorializing these work day terms.

2. **Wage Rate.** -Nurses on this schedule shall be paid in accordance with the following schedule:

Day Shift: Regular rate times 1.5. -Nurses working a majority of hours on night shift will be paid regular rate times 1.5, including the applicable shift differential.

To be eligible for this time and one-half (1 ½) weekend pay, the nurse must work the nurse's entire weekend work schedule. -If the nurse takes paid or unpaid time for any hours on the weekend, the weekend shall be paid at the regular rate of pay. However, to ensure the employee receives similar pay, and because the employee accrues PTO at 1.5 times the normal PTO accrual rate, the employee may elect to take 18 hours of PTO for each pre-approved weekend shift off, for no more than 36 hours of PTO per weekend.

3. **Premium Pay.** -Nurses working the twenty-four (24) hour weekend schedule do not receive weekend premium pay, consecutive weekend premium, holiday premium pay or the rest between shifts premium.

4. **Overtime Pay.** -If a nurse works beyond the end of the twelve (12) hour shift, all hours of work beyond twelve (12) consecutive hours shall be paid at double time (2x).

5. **Benefits.** -Regularly scheduled twenty-four-hour weekend shift nurses are eligible for full-time benefits. -The entirety of Article 13 otherwise applies.

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a. Effective upon ratification of this Agreement, employees who, pursuant to this LOU subsection 5, are eligible for full-time benefits, shall be identified by the Hospital. -These employees shall

be notified of their eligibility for full-time benefits and given the option to enroll in the benefits elections of their choosing.

b. **Reimbursement for the Cost Difference.** Should an employee elect full-time benefits pursuant to subsection 5, the Hospital will compensate the employee for the difference between the employee's premium cost for part-time benefits and the employee's premium cost for the chosen full-time benefits. -The Hospital will verify and calculate a lump sum equivalent to the amount of this cost difference between full-time benefits and part-time benefits, less applicable withholdings and deductions. -Such sum shall then be paid to the employee via direct deposit. Employees understand that the verification and payment process may take up to 30 days following employee's payment of the entire benefits premium.

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c. **Subsection 5 (b) and (c).** Subsections 5 (b) and (c) apply only for a period of six months, and do not require the Employer to calculate or pay the difference in cost by way of lump sum payment effective: (1) July 1, 2020, or (2) when programming and other changes occur allowing for the correct premium sum to be automatically withdrawn, whichever date is soonest. -Further, this Article only applies if employees are employed at the Hospital on or after the date of payment of the cost difference. - Current employment is a condition of eligibility for this payment.

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6. **PTO and Sick Leave.** -Nurses who choose to work a twenty-four (24) hour weekend schedule understand the following:

a. In any one calendar year, the nurse is not eligible for more than four (4) weekends approved and scheduled as PTO. -The holiday rotation commitments in the parties' Agreement shall not apply to this weekend work schedule. - The nurse working the twenty-four (24) hour weekend schedule is required to work all weekends including holiday weekends unless the nurse has been granted time off per the vacation scheduling requirements of this Appendix and the applicable section of the parties' Agreement.

b. Employees accrue paid time off (PTO) at the following rates:

Years of Service	PTO Accrual per hour	PTO-WS Sick Accrual per hour	EIT Accrual per hour
One year or more	.1193	.025	.0346
5 years or more	.1481	.025	.0346
10 years or more	.1769	.025	.0346
20+	.2057	.025	.0346

7. **Pay for Non-Weekend Scheduled Hours.** - If a Nurse covered by this Appendix works extra shifts

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during the week, they will be paid at their regular rate non-weekend rate of pay. Nurses understand that department management may choose not to schedule twenty-four (24) weekend staff for weekday work due to the inherent potential for that work to interfere indirectly with the weekend commitment.

\* Normal Rate x 1.5 = X (Example: .096 x 1.5 = .1442/hour)

8.- To qualify for Incentive Shifts, such as IPP, an employee must work their assigned FTE.

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9.- Management agrees to maintain at least the number of Weekend Only Positions that exist at the time of ratification for the life of the 2026-2028 contract. Within six months following ratification, or Mary Bridge operating rooms being open and functional, whichever is later, there will be four or fewer open weekend operating rooms at Tacoma General. If there are greater than four at the above-described time, the number of Weekend Only Positions will be increased proportionally.

LETTER OF UNDERSTANDING -  
Incentive Pay Plan

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The Employer reserves the right to create an Incentive Pay Plan (“IPP”) to incentivize employees to pick up extra shifts due to position vacancies, high census, leaves of absence, or other emergent needs. -The Employer has discretion to determine the incentive that will be paid for incentive-eligible shifts and discretion to determine which shifts and units will be eligible. -The eEmployer shall communicate the incentive and period of time for such incentive prior to a nurse picking up the shift.

The following terms and conditions apply to Incentive Pay Plan:

1. At its discretion, the Hospital may designate individual shifts in certain departments as eligible for shift incentive pay. -If the Hospital makes this designation, only those nurses who are working an extra shift (above their assigned FTE) during the pay period will be eligible for shift incentive pay (hereinafter referred to as “Incentive Pay”). -For example, the Hospital may designate that on February 20th, the third shift in the Emergency Department is eligible for Incentive Pay, and all nurses working an extra shift during the designated shift will be eligible for Incentive Pay.
  - 1.1. Nurses who are already scheduled to work the designated shift as part of their regular shift schedule will not be eligible for Incentive Pay.
2. The Employer will identify the incentive pay amount when communicating to Nurses that a shift is designated for incentive pay. The Employer will identify the incentive pay amount when communicating to Nurses that a shift is designated for incentive pay. The incentive pay amount will be offered as a flat dollar amount or an hourly rate (e.g. \$200 or \$20/hour).
3. All normal float rules apply.
  - 3.1. If the nurse has accepted the IPP shift and is then floated, the nurse will still receive Incentive Pay. If the nurse has accepted an IPP shift, comes in after the start of shift, and there is a need for a nurse on the unit to float, the charge nurse, or unit/department if there is no charge nurse, will determine which nurse (including the IPP nurse) will float based on patient care needs.
  - 3.2. If a nurse picks up an extra shift, regardless of whether Incentive Pay is offered, and then is floated to a unit that is offering Incentive Pay, the nurse will receive the Incentive Pay for all time worked in the floated-to unit for which IPP was offered.
4. Incentive pay will be paid for all hours worked during the shift eligible for incentive pay, as long as the employee also meets their FTE in the pay period in which the incentive shift is worked.

- 4.1. In determining whether the nurse has met their FTE, the following hours paid but not worked shall not count: unscheduled PTO, unscheduled EIT, and voluntary education.
- 4.2. In determining whether the nurse has met their FTE, the following hours paid but not worked shall count: prescheduled PTO, prescheduled EIT, mandatory low census, mandatory education, jury/civic duty, Paid Washington Sick Time (PTOSick-WA), and bereavement.
5. Incentive Pay is subject to the same non-pyramiding rules set forth in the parties' Collective Bargaining Agreement.
6. In the event more nurses volunteer and/or are signed up for a given incentive shift than are necessary, the order of preference should be based on which nurse(s) is less likely to be paid overtime or double time as a result of working that shift.
7. Management reserves discretion as to implementation as well as discontinuation of the incentive pay plan.

MEMORANDUM OF UNDERSTANDING —

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International and LPN Experience Step Placement Review

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For thirty (30) days following ratification of the contract, nurses covered by this agreement who listed international experience or experience as an LPN at an accredited hospital on their application at the time of hire with MultiCare may request an internal equity review. The purpose of this review will be to evaluate placement on the wage scale based upon 1:1 credit for international experience and/or the updated experience cap for LPN experience per article 9.3.1. The Employer will provide such nurses with an experience review form. Nurses will then be provided a thirty (30) day window in which to return to the Employer their completed form. The Employer will evaluate these forms, in conjunction with documentation from the employee's date of hire, and place employees on the appropriate wage step based upon continuous recent years of applicable experience, as defined by the Employer. The Employer will notify employees of their step placement prior to implementation of the new wage rates. Updated step placement will be effective the first full pay period following six months after ratification of the contract and will be prospective only. Any step placement review that would result in a decrease in pay will instead result in no change in compensation.

A nurse who is on a leave of absence for the entirety of the thirty-day window in which they are to return their completed form shall be provided an experience form within thirty (30) days from their return-to-work date. The employee shall then have thirty (30) days to return the completed form to the employer. The Employer will reasonably exercise discretion in determining whether circumstances warrant extending the 30-day deadline due to extenuating circumstances. If the review of this employee's experience, and the subsequent placement on the wage scale, extends beyond the effective date listed above, the employee's new rate of pay shall be prospective only and shall not result in retroactive payment.

If an employee disputes the Employer's placement, the employee may request a meeting with their leader and Human Resources to discuss the dispute within 30 days of notification of their placement. Following this meeting, Human Resources will respond to the employee's request within thirty (30) days, in writing, and such decision shall be final. Step placement results under this Memorandum of Understanding will not be subject to the grievance process set forth in the Hospital's and the Union's Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING -  
Lactation

The Employer will follow all Washington State and federal laws regarding employee rights relative to lactation. By the end of this contract, the Employer will have a minimum of six lactation spaces and associated refrigerators. The Employer will consult WSNA regarding the location of lactation spaces. Additionally, lactation will be a standing agenda item in conference committee for three months following ratification of the 2025 – 2028 contract and may be added as an agenda item in following committee meetings, as necessary.

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