

DRAFT MEMORANDUM OF UNDERSTANDING (MOU) FOR RATIFICATION- This is a draft version of the March 31, 2026 tentative agreement between WSNA and Tacoma General Hospital for per diem nurses. Additions to the current contract are in red. Deletions from the current contract are struck through. This draft is subject to non-substantive edits.

MEMORANDUM OF UNDERSTANDING

Per diem nurses.

This is a memorandum of understanding (MOU) between Tacoma General Hospital and Washington State Nurses Association (WSNA or the Union). The following MOU is intended to address the accretion of per diem registered nurses who have organized into the preexisting collective bargaining agreement. The parties agree that all existing contractual provisions shall apply except as modified below.

Article 1- Recognition

The Employer recognizes that all per diem registered nurses employed by the Employer at MultiCare Tacoma General Hospital in Tacoma Washington shall be added to the existing bargaining unit at Tacoma General Hospital. The Employer recognizes the Union as the exclusive bargaining representative for all per diem nurses who shall be accreted into the existing bargaining unit and covered by the terms of the Current Collective Bargaining Agreement. Current Tacoma General Per diems will not suffer a reduction in wages, benefits (e.g., incentive pay and retirement as outlined in MOU Appendix A) or working conditions upon joining the union, particularly if they were previously higher paid in certain areas. Existing employees shall receive credit for their total length of service with Tacoma General Hospital for the purpose of seniority.

Article 4-Representation

4.5 Bargaining Unit Roster Per diem nurses shall be included in the bargaining unit roster.

Article 5 -Definitions

5.8 (a) Per-diem nurse A staff nurse hired to work on an as needed basis to cover holes in department schedules and who has completed the probationary period and who are subject to following availability requirements:

1. Per diem staff is required to work a minimum of 36 hours in a six (6) week period, including at least one (1)MHS recognized holiday per year.
2. One of the shifts each six-week period must be a weekend shift or a shift mutually agreeable between the employee and management based on department need. Weekend shift is defined in Article 10.1.

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3. Per diem staff will follow unit scheduling guidelines.
4. Regularly scheduled staff may request per diem staff to cover a scheduled shift, but only if the agreement does not result in premium or overtime pay, and only with approval of management.
5. Per diem staff that do not meet the scheduling requirements may be terminated.
6. Per diem nurses shall be paid a fifteen (15%) premium in accordance with wage rates set forth in Article 9 effective the first full pay period following the date of ratification.

5.17 Floating The following float order shall be followed:

- 1) Volunteers
- 2) System Float Pool nurses;
- 3) Agency nurses (nurses employed on a day-to-day basis);
- 4) In-house Float Pool;
- 5) Traveler and Contracted Agency nurses;
- 6) Full-time, part-time, and per diems in accordance Article 5.17.1

Article 6- Employment Practices

6.3 Discipline and Discharge No full-time, part-time, or per diem 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 a Union 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 with 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.

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

Article 7- Seniority

Per diem nurses shall accrue seniority per article 7.1 of the collective bargaining agreement in the same fashion as full and part time nurses. Current Tacoma General Per Diem nurses shall have their initial seniority date reflect their hire date by Tacoma General Hospital. Per Diem house seniority shall be recognized for purposes of applying for full time or part time FTE positions, floating, and low census. For purposes of 7.1.6 and 7.3 Layoff Procedure and Recall, per diem seniority shall not be considered above full-or part time nurses.

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, part-time, or per diem 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, part-time, or per diem bargaining unit employee.

7.1.1 In the event a staff nurse transfers to a full-time, part-time, or per diem 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, part-time or per diem nurse who transfers to a position within the MultiCare System, but outside of Tacoma General Hospital, ~~or to per diem 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 status. Such nurses' previously accrued seniority shall not be used for purposes of returning to a bargaining unit position.

7.3 Layoff Procedure In the event the Hospital determines a layoff to be necessary, the following procedures shall be followed: The employer will seek volunteers, FTEs, Part-time, followed by per-diems in order of classification seniority based on the procedures in 7.3.1

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Article 12- Leave of Absence

12.6.3 Continuing Education Per diem Nurses shall be allowed \$100 per calendar year.

MOU Appendix A:

Benefits per diem nurses currently receive not outlined in the CBA include, but are not limited to:

- 1. Incentive pay.**
 - a. Eligibility: Per diem staff must meet a threshold of 0.3 FTE within the pay period to be eligible for the Incentive Pay Plan (CBA-IPP) program in that pay period.

- 2. Retirement.**
 - a. 403(b) retirement plan as outlined in the MHS Employee Savings Plan and Retirement Account Plan Features and highlights.

MULTICARE TACOMA GENERAL HOSPITAL

NAME: _____ Date: _____

WASHINGTON STATE NURSES ASSOCIATION

NAME: _____ DATE: _____