

2022 – 2024

EMPLOYMENT AGREEMENT

BY AND BETWEEN

EVERGREENHEALTH

AND THE

WASHINGTON STATE NURSES ASSOCIATION

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**EMPLOYMENT AGREEMENT
By and Between**

EVERGREENHEALTH

and the

WASHINGTON STATE NURSES ASSOCIATION

This Agreement is made and entered into by and between EvergreenHealth (hereinafter referred to as the “Employer” or the “Hospital”) and the Washington State Nurses Association (hereinafter referred to as the “Association”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

PREAMBLE

The Employer and the Association share the common goal of providing quality healthcare services to the community by creating an atmosphere of cooperation and mutual respect which supports the practice and growth of professional nursing.

ARTICLE 1 - RECOGNITION

1.1 **Bargaining Unit.** The Employer recognizes the Association as the sole and exclusive bargaining representative for all regularly scheduled full-time, regularly scheduled part-time and per diem registered nurses engaged in patient care at the Hospital, excluding supervisors, nursing care coordinators, temporary nurses, students, and all other employees. New classifications of registered nurses engaged in patient care established during the life of this Agreement shall be covered by this Agreement.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES

2.1 **Membership — Current Employee.** The Hospital will provide information in response to bargaining unit nurses’ inquiries but agrees to remain neutral with respect to nurses’ decision about union membership and payroll deduction. The Hospital agrees to direct all communications from employees regarding the WSNA payroll deductions to the Association or to this Agreement.

2.2 **Dues Deduction.** The Hospital will honor a nurse’s authorization in accordance with its terms after receiving notice of the authorization terms in writing from WSNA. The amounts deducted shall be transmitted monthly to the Association on behalf of the nurses involved, and upon transmittal, the Hospital’s responsibility shall cease with respect to such deductions. The Association hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability which shall arise against the Hospital for or on account of any such deduction made from the wages of a nurse pursuant to the terms of this Agreement. A nurse’s request to revoke authorization for payroll deductions must be in writing and submitted by the nurse to the exclusive bargaining representative in accordance with the terms and conditions of the authorization with a copy to the Employer.

2.3 **Bargaining Unit Roster.** Twice a year (in the months of January and July), the Employer shall provide the Association and the Local Unit Chairperson with a list, via spreadsheet attachment to e-mail, of those nurses covered by this Agreement. This list will contain each employee's name, employee identification number, address, telephone number, FTE, shift (day, evening or night), length of shift (8-hour, 9-hour, 10-hour or 12-hour), rate of pay, nursing department and date of hire. Each month, the Employer shall provide the Association and the Local Unit Chairperson with a list, via spreadsheet attachment to e-mail, of all employees covered by this Agreement hired during the previous month and all employees moved into positions covered by this Agreement during the previous month. This list shall contain each employee's name, employee identification number, address, telephone number, FTE, shift (day, evening or night), length of shift (8-hour, 9-hour, 10-hour or 12-hour), rate of pay, nursing department, and date of hire. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month.

2.4 **Contract.** The Employer will make this Agreement available to each nurse covered by this Agreement and to all newly hired nurses by posting a copy on the Employer's electronic bulletin board. During nursing orientation, the Employer shall allow the Local Unit Chairperson or designee thirty minutes to meet with newly hired nurses, who shall be paid at their regular rates of pay.

2.5 **Bulletin Boards.** The Association shall be permitted to post Association notices/newsletters on bulletin board space designated by the Employer on each unit. All postings will be signed and dated by a Local Unit Officer. Additionally, the Employer shall post the minutes of the Conference Committee and the Patient Care Committee on the Employer's electronic bulletin board.

2.6 **Local Unit Chairperson (LUC).** The Association shall have the right to select a local unit chairperson(s) from among nurses in the unit. The Association shall promptly notify the employer in writing of any changes of Local Unit officers. The local unit chairperson(s) shall not be recognized by the Employer until the Association has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances by the LUC or designee and other Association business shall be conducted only during nonworking times, and shall not interfere with the work of other employees.

2.7 **Access to Premises.** Duly authorized representatives of the 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. Association representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless prior approval has been obtained from the Director of Employee and Labor Relations 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, and shall be limited to areas which do not violate hospital security and/or confidential Hospital files.

2.8 **Negotiations.** The Employer will make all reasonable efforts to ensure local unit representatives will be given time off for Interest-Based Negotiations (IBN). The Association

will make all reasonable efforts to provide the Employer with the names of the local unit representatives who will be on the Association's negotiating team at least six (6) weeks in advance of negotiations or any related training.

2.9 **Public Information Requests.** The Hospital will notify the Association of any public records request that seeks personal information related to the bargaining unit as a whole. Notice will be provided as soon as practicable following receipt. The Hospital will make a good faith effort to provide notice prior to transmission of any documents in response to public records requests.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 **Management Rights.** The Association recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, maintain discipline, order and efficiency of its employees; to discipline, demote or discharge full-time and part-time nurses for just cause, provided, however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees consistent with the provisions of Section 7.5, Overtime; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the hospital shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios (nursing hours per patient day); the right to determine the starting time for each shift; and the right to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry/agency personnel, is vested exclusively in the Employer.

3.2 The Association recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 4 - DEFINITIONS

4.1 **Resident Nurse.** A registered nurse whose clinical experience after graduation is less than nine months; or a registered nurse who is returning to practice, with no current clinical experience or training. A resident nurse shall work under the close supervision of more experienced nurses with the assistance of the Clinical Manager or designee as needed until such time as the nurse proves capable of handling the full-time responsibilities of a general duty staff nurse; however, residency shall not exceed six (6) continuous months unless extended in writing for an additional three (3) months when mutually agreed to by the Employer and the individual nurse involved. A resident nurse will be evaluated by his or her supervisor not less than every three

months, after written consultation with staff nurses with whom the resident nurse has worked most closely.

4.2 **General Duty Staff Nurse.** A registered nurse who is responsible for the direct and indirect nursing care of the patient.

4.3 **Charge Nurse.** A charge nurse is a registered nurse who is assigned the responsibility for planning, directing and coordinating patient care delivery for a specific unit and shift. Nurses assigned charge responsibilities will have these additional responsibilities considered in reducing the nurse's patient care assignments with the approval of supervision.

4.4 **Preceptor.** A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing and evaluating the new skill development of a nurse or tech enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. 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 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. This would include the providing of informational assistance, support and guidance to new nurses. Preceptor responsibilities shall be considered when making patient care assignments.

4.4.1 Adjunct Clinical Instructor. Designated Adjunct Clinical Instructors will receive preceptor pay for all hours worked in that role.

4.5 **Full-time Employee.** A nurse who is regularly scheduled to work forty (40) hours within seven (7) day period or eighty (80) hours within a fourteen (14) day period.

4.5.1 **7/70 Staffing.** A nurse regularly scheduled to work ten (10) hours per day on seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time nurse.

4.5.2 **12-Hour Staffing.** A nurse regularly scheduled to work on a basis of three (3) twelve (12) hour days per seven (7) day period shall be regarded as a full-time nurse.

4.6 **Part-time Employee.** Except as provided in subsection 4.5.1 and 4.5.2, above, a nurse who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week, or eighty (80) hours within a fourteen (14) day period.

4.6.1 **Part-Time 7 Day Staffing.** A part-time 7 Day Staffing nurse is regularly scheduled to work less than ten (10) hours per day, on seven (7) consecutive days, followed by seven (7) consecutive days off work.

4.7 **Probationary Employee.** A nurse who has been hired by the Employer on a full-time basis for one hundred twenty (120) calendar days or less, or on a part-time basis for one hundred eighty (180) calendar days or less. Upon completion of the required probationary period, the nurse shall become a regular employee. The just cause and progressive discipline requirements set forth in Section 5.5 of this Agreement and the notice of resignation requirements set forth in Section 5.6 of this Agreement shall not apply to probationary nurses.

4.8 Credited Hours. Except as otherwise provided herein, for purposes of computing longevity steps, seniority, vacation and sick leave under this Agreement, credit shall be given for all fully compensated hours, including paid leaves and call-back hours, subject to the following:

- a. All hours for which a nurse has been released under Section 7.8 due to low census shall be credited hours, regardless of whether the employee is placed on standby; and
- b. Paid standby not covered by Section 7.8 shall not be counted as credited hours.

4.9 Year. Whenever used in this Agreement as a measure of credited hours, a “year” shall be defined as 2080 credited hours. With respect to credited hours earned on or after November 1, 2008, a “year” shall be defined for purposes of computing longevity steps as 1664 credited hours or twelve (12) months, whichever comes last.

4.9.1 7/70 Staffing. A “year” shall be defined as 1820 credited hours. With respect to credited hours earned on or after November 1, 2008, a “year” shall be defined for purposes of computing longevity steps as 1664 credited hours or twelve (12) months, whichever comes last.

4.9.2 12-Hour Staffing. A “year” shall be defined as 1872 credited hours. With respect to credited hours earned on or after November 1, 2008, a “year” shall be defined for purposes of computing longevity steps as 1664 credited hours or twelve (12) months, whichever comes last.

4.10 Internal Transfer Period. Any internally-transferring nurse selected for a new position will receive a ninety (90) day internal transfer period. The nurse will receive orientation in order to achieve clearly identified goals specific to their new position to help assure success. During the trial period, the Employer and the nurse may agree to return the nurse to their former position (same unit, same FTE and shift) based on available openings.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Association agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. If a charge based on an alleged violation of this section is filed with a federal, state or local agency, the charge shall be handled exclusively through that agency and not through the grievance procedure of this Agreement.

5.2 Personnel File. Nurses shall have access to the information in their personnel file. Nurses shall receive all Personnel Action Request forms which specify conditions of hiring, rate of pay, status, shift or leaves of absence.

5.3 Posting. The Employer will provide an in-house transfer request system and related procedures. Nurses who wish to transfer from their current position, unit or shift may submit an Internal Transfer Request Application. The Employer will post a notice of all Registered Nurse job openings on a designated bulletin board on the particular unit, in the Hospital and on the web site at least seven (7) calendar days in advance of filling the position. Full-time and part-time nurses currently employed on the particular unit shall be given first consideration. If a full-time or part-time nurse(s) on the unit where the vacancy occurs applies for the open position, either through

an application filed in response to the posting or by an on-file Internal Transfer Request Application, the position will be awarded within three weekdays (Monday — Friday) following the completion of the seven (7) day posting period, provided there is a qualified part-time or full-time in-unit applicant and all part-time or full-time in-unit applications have been considered. Providing skill, competence, ability and prior documented job performance of in-unit applicants are considered substantially equal in the opinion of the Employer, seniority will be the determining factor in filling vacant positions. The vacant position may only be awarded to a qualified full-time or part-time in-unit applicant at the conclusion of the seven (7) day posting period.

If there is no qualified full-time or part-time in-unit applicant, the posting shall continue for a minimum of three (3) additional days [i.e., a minimum of ten (10) days from the date of the initial posting].

Providing skill, competence, ability and prior documented job performance are considered substantially equal in the opinion of the Employer, seniority will be the determining factor in filling vacant positions as follows:

- a. Full-time or part-time nurses currently employed on the particular unit shall be given first consideration.
- b. Full-time or part-time nurses employed within the Hospital shall be given second consideration.

5.4 Orientation. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work. The objectives of orientation shall be to familiarize new personnel with the objectives and philosophy of the Hospital and nursing service, to orient new personnel to hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in job descriptions. Nurses shall not be required to perform tasks or procedures for which they have not been trained so that they may perform the tasks or procedures safely and independently. The Hospital will provide cross-training to nurses who request it with mutual agreement between the nurse and the affected managers.

5.5 Discipline or Discharge. Discipline or discharge of a full-time or part-time nurse shall only be for just cause. “Just cause” shall include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay), provided, however, a nurse may be subject to immediate dismissal or suspension based upon the seriousness of the offense. A nurse may request the attendance of an Association representative at scheduled investigatory meetings as provided for and limited by law. A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

5.6 Notice of Resignation. Nurses are strongly encouraged to give at least four (4) weeks’ notice of resignation to their appropriate supervisor, but in no event shall a nurse give less than

twenty-one (21) days' written notice of resignation. The twenty-one (21) day notice requirement shall not include any vacation time or unverified sick leave unless approved by supervision. Failure to give notice shall result in loss of accrued vacation benefits.

5.7 Performance Appraisal. A written appraisal of performance shall be conducted at the end of the probationary period and annually thereafter, which shall be made available to the nurse and which shall be able to be printed by the nurse.

5.8 Change of Employee Classification. Hospital employees who secure RN licensure and continue employment at the Hospital in a registered nurse position shall not lose previously accrued vacation or sick leave. All hours previously accrued for vacation purposes shall be credited for placement on the vacation schedule.

5.9 Re-Employment. Nurses rehired within twenty-four (24) months of voluntary termination shall be re-employed at their prior step on the wage scale, or at the step commensurate with their experience pursuant to Section 8.3, whichever is greater.

ARTICLE 6 - SENIORITY, LAYOFF AND RECALL

6.1 Seniority Defined. Full-time and part-time nurses shall accrue seniority as provided for in this Article. Per diem nurses shall not accrue seniority. Seniority shall mean a nurse's length of service as a registered nurse based on credited hours (Section 4.8) in the bargaining unit beginning from most recent date of hire as a regular 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. Regular nurses who change to per diem status and subsequently return to regular status without a break in employment shall retain previously accrued seniority, including any per diem hours worked during the intervening time, which will be restored on the effective date of transfer into regular status. Non-bargaining unit nurses shall not use their seniority for job bidding purposes or to displace (bump) a bargaining unit nurse during a layoff. Only after obtaining a bargaining unit position will prior seniority apply. Effective March 14, 2013, nurses who leave employment with the Employer and return to a bargaining unit position within one (1) year shall have their previous seniority restored once back in a bargaining unit position. Only after obtaining a bargaining unit position and completion of the required probationary period will seniority apply.

6.1.1 Seniority for layoff purposes shall be measured 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 Association.

6.2 Layoff. A layoff is defined as any mandatory, permanent or prolonged reduction in the number of full-time or part-time nurses employed by the Medical Center. A layoff may also occur if there is a mandatory reduction in scheduled hours or change of shift. Where skill, competence, ability and experience are substantially equal in the opinion of the Employer, seniority shall be the determining factor when utilizing this layoff procedure. The Employer will give the Association, the local unit chairperson and the affected full-time and part-time nurses at least thirty (30) calendar days' advance written notice of a layoff or pay in lieu thereof, based on scheduled hours missed. As soon as practical thereafter, the Employer will provide the

Association with a roster listing all bargaining unit nurses, their seniority, unit, shift and hours worked per pay period. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized and the order of layoff. If the Employer determines a layoff to be necessary, the following procedures shall be followed:

6.2.1 The Employer shall identify the unit(s), shift(s) and number of FTEs which will be subject to layoff. The position(s) of the least senior nurse(s) on the unit and shift to be eliminated to accomplish the required FTE reduction on that unit and shift will be identified. Those nurses whose positions have been eliminated shall be considered “displaced nurses”. The Local Unit Chairperson or designee, if available, shall be present when displaced nurses are given their bumping options. The Local Unit Chairperson or designee’s time off shall not be paid.

6.2.2 Displaced nurses, by seniority, shall have the following options:

- a. A displaced nurse wishing to remain on his/her unit may bump into the position of either the least senior full-time or the least senior part-time nurse on the nurse’s unit; or
- b. Low Seniority Roster. The Employer shall provide a Low Seniority Roster made up of the positions held by the least senior nurses in the Medical Center, including any vacant positions, equal to the number of positions to be eliminated plus ten (10) positions. By seniority, a displaced nurse may choose a position on the Low Seniority Roster.

If there is no position with an equivalent FTE for which the nurse is qualified to select, the nurse may select a vacant position. If no vacant position is available, the nurse may select the position of the least senior nurse in the bargaining unit (regardless of FTE) providing the nurse is qualified.

Any nurse bumped out of his/her position as a result of this procedure may bump the position of the least senior nurse in the bargaining unit providing the nurse is qualified. A nurse will be considered eligible to select the position of a less senior nurse pursuant to this procedure or a vacant position if, in the Employer’s opinion, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels within three (3) weeks. If a nurse has not achieved a satisfactory level of performance in the opinion of the Employer after completing the three (3) weeks of orientation to the new position, the nurse will be subject to layoff and placement on the recall roster.

Note: For purposes of this layoff procedure, a “full-time” position is a position with 70 or more scheduled hours per pay period. A “part-time” position is a position with less than 70 scheduled hours per pay period.

- c. Any nurse may choose to be laid off rather than select an alternative position provided for in (a) or (b) above, without affecting the nurse’s recall rights.
- d. Nurses on layoff will be allowed to transfer to per diem status without loss of recall rights.

6.3 Restructure of Staff. Restructure of staff may occur when two (2) or more units merge or consolidate, or when the FTE complement on a unit is reconfigured or changed, or a change in shift patterns occurs (e.g. 12-hour staffing to 8 or 10-hour staffing, or vice versa). The Employer will give the Association, the Local Unit Chairperson and the affected full-time and part-time nurses at least thirty (30) calendar days' written notice in advance of the restructure implementation date. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized to accomplish the restructure. A local unit chairperson, or designee, shall be present when, in accordance with the following procedures, new position assignments are made by the Hospital. The specific method by which nurses are provided with their options may vary depending on the circumstances. In the event the Employer determines that a reallocation of staff is necessary, the following procedure will be followed:

6.3.1 The Employer will eliminate all existing positions on the unit(s) to be restructured.

6.3.2 The Employer will determine and post the number of full-time and part-time FTEs by shift required for the new or restructured unit. The posted positions shall be identified by unit, shift and hours per pay period. At this time, the Employer shall also determine any specific skill or qualification requirements needed on each shift.

Low Seniority Roster. If the restructured unit results in fewer positions after the restructure than existed prior to the restructure, the Employer shall provide a Low Seniority Roster made up of the positions held by the least senior nurses in the Medical Center, including any vacant positions, sufficient to bring the number of available positions after the restructure up to the number of positions on the restructured unit(s) prior to the restructure. (e.g. If a unit has thirty (30) positions prior to a restructure and twenty-five (25) after the restructure, the Medical Center would identify the five (5) least senior nurses' positions in the bargaining unit.)

6.3.3 By seniority, nurses may choose from the positions available on the restructured unit(s) or from a position on the Low Seniority Roster for which the nurse is qualified. Nurses bumped off the Low Seniority Roster may bump into the position of the least senior nurse in the bargaining unit for which the nurse is qualified. Nurses who are not able to bump shall be considered on layoff.

6.4 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, the order of reinstatement shall, subject to Section 5.3, be by seniority (most senior first), providing the nurse's skills, competence, ability and experience are substantially equal in the opinion of the Employer. There shall be no loss of benefits or previously accrued seniority if the nurse is recalled within twelve (12) months.

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

terminate. If a nurse must give two (2) weeks' notice at another facility, the nurse will be allowed two (2) weeks to report back to work.

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

6.6 Expedited Dispute Resolution. Disputes involving this process (Article 6) shall initially be heard at Step 2 of the grievance procedure. If the matter cannot be resolved at Step 2, the parties mutually agree to make a good faith effort to expedite the grievance process including arbitration of the issue.

6.7 Severance Pay. The Employer will provide full-time and part-time nurses with the same severance pay policy as is provided to other Hospital employees. Nurses who accept severance pay are not eligible for layoff and recall.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8), nine (9), ten (10), or twelve (12) hours of work, excluding meal periods.

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

7.2.1 7 Day Staffing. The normal work period shall consist of a seven (7) consecutive day period of work followed by seven (7) consecutive days off duty.

7.2.2 12-Hour Staffing. The normal, full-time, work period shall consist of three (3) twelve (12) hour shifts per seven (7) day period.

7.2.3 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment 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 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 work schedule which was in effect immediately prior to the innovative work schedule, after at least thirty (30) days' advance notice to the nurse.

7.3 Work Schedules. Monthly work schedules shall be posted at least ten (10) days prior to the beginning of the scheduled work period. Nurses desiring additional hours shall notify their nurse manager or designee in writing.

7.3.1 7 Day Staffing. Nurses working the 7 Day Staffing schedule shall be scheduled in accordance with the annual changeover calendar.

7.4 Change in Schedule. It is recognized and understood that deviations from the normal hours of work will occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

7.4.1 7 Day Staffing. A schedule for the annual changeover of starting days shall be maintained.

7.5 Overtime. All overtime must be approved by the appropriate supervisor. Overtime shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal work day (7.1) or normal work period (7.2). Except as provided in 7.5.2, if a nurse works more than twelve (12) consecutive hours in a work day, all additional overtime hours after twelve (12) consecutive hours shall be paid at the rate of double (2x) the nurse's regular rate of pay. Overtime will be paid to the nearest fifteen (15) minutes, calculated at one and one-half (1 1/2) times the nurse's regular rate of pay which shall include shift differential and the benefit option premium. Time paid for but not worked shall not count as time worked for the purpose of computing overtime. The Employer and the Union agree that overtime should be minimized. The Employer will not require its nurses to work beyond their scheduled shifts or work periods if doing so would violate the state law limiting mandatory overtime (RCW 49.28.130-.150).

Subject to the Nurse Practice Act, no nurse will be expected to work beyond the end of the nurse's scheduled shift to the extent that the nurse is not able to function with reasonable skill and safety with respect to care of the Medical Center's patients. If the nurse can no longer function with reasonable skill and safety, the nurse should immediately discuss the matter with her/his immediate supervisor. The supervisor shall take all practical measures to transition the nurse's duties as soon as possible. Work schedules will not be altered for the sole purpose of avoiding the payment of overtime. The double time provisions of this section shall not apply to time spent in non-mandatory committee meetings, staff meetings, or time spent for educational purposes (i.e. CE days, educational leave, educational offerings, etc.). Any nurse who is required to stay beyond the end of shift in order to complete an operating room procedure which was originally scheduled in such a manner that it could not be reasonably completed prior to the end of the nurse's shift, shall be paid at one-and three-quarter times (1 and ¾) the nurse's regular rate of pay. This would not apply to cases delayed by emergency additions, cases that were delayed due to late completion of a previous surgery, or procedures where the time needed exceeded the original estimate due to unforeseen circumstances.

7.5.1 7 Day Staffing. If a nurse works seven (7) consecutive days (including low census days), the nurse shall receive time and one-half (1 1/2) for all hours worked during the nurse's scheduled week off.

7.5.2 12-Hour Staffing. Overtime shall be paid at the rate of time and one-half (1 1/2) for the first two (2) hours after the end of a twelve (12) hour shift or after forty (40) hours in a seven (7) day work period as defined by the Hospital. Overtime shall be paid at the rate of time and one-half (1 1/2) for all time worked after thirty-six (36) hours in a seven

(7) day period, if a full-time twelve (12) hour nurse works in excess of thirty-six (36) hours. All time worked beyond fourteen (14) consecutive hours worked shall be paid at the rate of double time (2x).

7.6 **No Pyramiding.** There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one and one-half times the regular rate which would result in compensation exceeding one and one-half time for the same hours worked.

7.7 **Meal/Rest Periods.** Meal periods and rest periods shall be administered in accordance with state law . Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses are strongly encouraged to take meal periods. Nurses required by the Employer to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. The meal periods and/or rest breaks may be combined with mutual agreement between the Employer and nurse. The Employer will provide a mechanism for recording missed meal periods and rest breaks within a pay period in its time and attendance system. Nurses must record and attest to any missed meal periods/rest breaks in the Employer's time and attendance system within the pay period in which the rest break or meal period is missed.

7.8 **Low Census.** During periods of low census, the Employer will first select nurses working on a regularly scheduled day off and being paid at a rate of time and one half or higher, and then ask for volunteers. If there are insufficient volunteers, the Employer will endeavor to low census agency nurses first, then per diem nurses, then nurses working an extra shift on a non-premium basis and then will endeavor to rotate low census equitably among all nurses working their regular scheduled shift. Selection for low census is subject to skill, competence, ability and availability as determined by the Employer. A traveling nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and part-time employees. A list of the number of low census hours (including voluntary low census days) for each nurse will be maintained and be available. The rotation list will be restarted each six (6) months. Full-time and part-time nurses will not be required to take more than 48 hours of mandatory low census from January 1 through June 30 and from July 1 through December 31. Nurses taking low census shall receive credited hours as provided in Section 4.8 on canceled hours of work. At the nurse's option, a nurse may use vacation pay for low census. If a nurse agrees to standby status while on low census, the nurse may request vacation pay for that day in addition to standby pay. The Employer will make a pager available at the hospital for optional use by the nurse during the nurse's period of low census standby. Low census guidelines and any changes thereto shall not be implemented without prior review and discussion with the Conference Committee.

7.9 **Low Census Standby.** Nurses who are subject to low census may be requested to be on standby for that low census shift. If called in, the nurse shall be paid in accordance with the standby (8.5) and callback (8.6) provisions of the Agreement.

7.10 **Late Start Standby.** In the event the Employer decides to begin a nurse's shift after its scheduled start time, such nurse shall be given the option of either being placed on low census for a period not to exceed four (4) hours or being placed on late start standby for a period not to exceed

four (4) hours. The nurse shall not be subject to low census for the remainder of the shift. In the event the nurse is called back into work during the late start standby period, he or she will be paid at time and one-half (1 1/2) for all time worked during the late start standby period. All hours worked outside the late start standby period will be paid at the appropriate rate.

7.11 **Floating.** A full-time or part-time nurse will receive low census credit for floating for purposes of the low census rotation set forth in Section 7.8. Nurses who are assigned to the Float Pool will be subject to low census, but will not receive low census credit for floating within their two (2) clinical groupings.

7.12 **Floating.** While the Hospital retains the right to change a nurse's daily work assignment on a shift-by-shift basis in order to best meet patient care needs, a nurse will not be required to perform tasks or procedures for which a nurse has not been currently trained. In the event floating is necessary, a reasonable effort will be made to float a nurse within the nurse's specialty area; however, a nurse may be floated outside the nurse's specialty area as a staff helper if the nurse is not qualified to take a patient care assignment. Any nurse required to float shall receive adequate orientation appropriate for the assignment. A nurse shall inform the Charge Nurse of any task or procedure for which the nurse is inadequately trained. In no event shall a nurse be required to float if there is a per diem or traveler nurse on her/his unit that is qualified to float to the unit in need.

7.13 **Float Pool Premium.** Any full time or part time nurse with regularly scheduled shifts and hours designated to the Float Pool, shall receive a five dollar (\$5.00) per hour premium for all hours worked as a Float Pool nurse, in addition to the nurse's regular rate. This will be paid for all productive and non-productive hours. Nurses who are not part of the Float Pool, but who float to another unit for a shift are not eligible for this premium.

ARTICLE 8 - COMPENSATION

8.1 **Wage Rates.** Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule:

		Effective 11/1/2021	Effective 11/1/2022	Effective 11/1/2023
1	0	\$36.37	\$37.74	\$39.07
2	1 year	\$37.69	\$39.11	\$40.48
3	2 years.....	\$39.22	\$40.70	\$42.13
4	3 years.....	\$40.86	\$42.40	\$43.89
5	4 years.....	\$42.49	\$44.09	\$45.64
6	5 years.....	\$44.11	\$45.77	\$47.38
7	6 years.....	\$45.75	\$47.47	\$49.14
8	7 years.....	\$47.33	\$49.11	\$50.83
9	8 years.....	\$48.96	\$50.80	\$52.58
10	9 years.....	\$50.47	\$52.37	\$54.21
11	10 years.....	\$52.08	\$54.04	\$55.94
12	11 years.....	\$53.05	\$55.04	\$56.97
13	12 years.....	\$53.97	\$56.00	\$57.96
14	13 years.....	\$54.86	\$56.92	\$58.92
15	14 years.....	\$55.76	\$57.86	\$59.89
16	15 years.....	\$56.76	\$58.89	\$60.96
17	16 years.....	\$58.03	\$60.21	\$62.32

		Effective 11/1/2021	Effective 11/1/2022	Effective 11/1/2023
18	18 years.....	\$60.17	\$62.43	\$64.62
19	20 years.....	\$61.35	\$63.66	\$65.89
20	22 years.....	\$62.58	\$64.93	\$67.21
21	25 years.....	\$64.17	\$66.58	\$68.92
22	28 years.....	\$65.76	\$68.23	\$70.62
23	30 years.....	\$67.08	\$69.60	\$72.04

8.2 **Changes in Compensation.** Wage increases, longevity steps and other changes in compensation occurring during this Agreement shall become effective at the beginning of the first full payroll period on or after the date designated for the increase.

8.3 **Recognition of Past Experience - New Hires.** Nurses hired during the life of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale. For purposes of this section, continuous recent experience shall be defined as clinical nursing experience in an accredited facility without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer. A break in service of twelve (12) months or more may disqualify a nurse for advanced standing under this provision.

8.4 **Shift Differential.** Nurses assigned to work the second shift (3-11:30) shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour over the hourly contract rates of pay. Nurses assigned to work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of four dollars and fifty cents (\$4.50) per hour over the hourly contract rates 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. If a nurse works more than her/his scheduled shift, the nurse who is assigned to third shift and works into first shift will maintain the nurse's shift differential for all hours worked on the first shift.

8.5 **Standby.** Nurses placed on standby status off hospital premises shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour for fifty (50) hours or less per pay period and six dollars (\$6.00) per hour for all hours over fifty (50) hours in a pay period. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. Nurses on standby shall be provided with signal devices upon request. A standby assignment does not begin until completion of the nurse's regularly scheduled shift and any overtime hours worked in conjunction with the nurse's regular shift and the nurse has clocked out.

8.6 **Callback Pay.** If a nurse is called in to work while 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 be required to stay the full three (3) hours if advised by the Nurse Manager that no work is available. The Employer will attempt to avoid calling in nurses who are not on standby status.

8.7 **Charge Nurse Premium.** A nurse shall be paid a premium of two dollars and seventy-five cents (\$2.75) per hour for all hours assigned as Charge Nurse.

8.8 **Preceptor Premium.** A nurse shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours assigned as a Preceptor.

8.9 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 cents (\$1.25) per hour, provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing.

8.9.1 A list of approved certification programs will be kept in Human Resources and on the intranet. Once per year, the list will be reviewed by the Conference Committee. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for certification, recertification fee schedule, mailing address, and any other pertinent information to the Conference Committee.

8.9.2 The Chief Nursing Officer shall have the final decision as to whether any changes will be made to the list.

8.9.3 The nurse must document certification achievement and recertification with Human Resources.

8.9.4 A certified nurse is eligible for only one nursing certification premium, regardless of other certifications a nurse may have.

8.10 Degree Premium. Nurses with a BSN degree or BA in nursing shall be paid a premium of one dollar (\$1.00) per hour and nurses with a MSN degree or MA in nursing shall be paid an additional premium of one dollar (\$1.00) per hour for a total of \$2.00 per hour.

8.11 Work in Advance of Shift. When a nurse reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the straight time rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

8.12 Report Pay. Nurses who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the nurse at least one and one-half (1 1/2) hours in advance of the scheduled shift. It shall be the responsibility of the nurse to notify the Hospital of the employee's current address and telephone number.

8.13 Weekend Premium Pay. Any nurse who works on a regularly scheduled weekend shall receive four dollars and twenty-five cents (\$4.25) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 7:30 a.m. Monday. For a nurse starting a shift at 11:00 p.m. on Sunday or later, for the period of 11:00 p.m. Sunday through 7:30 a.m. Monday, the nurse will receive weekend premium for all hours worked during that period if the nurse has worked at least four (4) hours during that period. Premium pay provided for in this section shall not apply to time spent for educational purposes.

8.14 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least ten (10) hours off-duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked on the shift following the rest period of less than ten (10) hours will be paid at one and one-half (1 1/2) times the regular rate of pay, unless double time is required pursuant to Section 7.5. This Section shall not apply to non-mandatory continuing education, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 8.

8.15 Work on a Scheduled Day Off. Full-time 8/80 nurses and full-time nurses working three (3) twelve (12) hour shifts per seven (7) day period called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked; provided, however, this section shall not apply to non-mandatory committee meetings, staff meetings or educational offering occurring on the nurse's scheduled day off. Nurses who are low censused on their regularly scheduled shift shall be considered to have worked the shift for the purposes of this section.

ARTICLE 9 - HOLIDAYS

9.1 Recognized Holidays. The following days shall be recognized as holidays under this Agreement:

New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day
(1) Personal Holiday

9.2 Personal Holiday. The Personal holiday will be scheduled off by mutual consent. The Personal holiday shall be awarded at the start of each payroll year and must be taken off within the payroll year in which it was earned. The Personal holiday may not be carried over from one year to the next.

9.3 Holiday Pay. Nurses who are not required to work on one of the holidays designated in Section 9.1 shall receive up to eight (8) hours' holiday pay (based on the nurse's FTE status), provided they work their regularly scheduled day after the holiday, unless their absence is excused or authorized by the Employer.

9.3.1 7/70 Staffing. Nurses shall be paid seven (7) hours' regular pay on holidays not worked.

9.4 Work on Holiday. Any nurse who is required to work on a holiday designated in 9.1 (excluding Personal Holidays) shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked. Full-time nurses shall also receive up to eight (8) hours holiday pay. Part-time nurses will receive one (1) hour of holiday pay for each hour worked on the holiday to a maximum of eight (8) hours' pay. Any overtime hours will be paid at two (2) times the nurse's regular rate of pay. Nurses working the second shift on Christmas Eve shall receive time and one-half (1 1/2) the regular rate of pay.

9.4.1 7 Day Staffing. Nursing teams may not rearrange holiday schedules; provided, however, that an individual nurse may, by written agreement, switch holiday work with a nurse on the opposite team so long as the Nurse Manager approves and there is no increased cost to the Employer. Nurses may not take accrued vacation on the Thanksgiving, Christmas, and New Year's holidays (including Christmas Eve and New Year's Eve) when their team is scheduled to work those holidays, unless this vacation schedule is expressly approved by the Employer.

9.5 Night Shift Holiday Work. Holiday pay for nurses working the night shift shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday.

9.6 Holiday Observance. Calendar dates to be observed as the designated holidays shall be specified by the Employer at least two (2) months in advance by notices posted in prominent locations in the Hospital.

9.7 Direct Cash Payment Option. At the nurse's request, accrued Personal holiday hours may be paid off in cash in lieu of taking holiday time off.

ARTICLE 10 - VACATIONS

10.1 Limitation. No vacation pay shall be due any nurse without proper advance notice of resignation in accordance with Section 5.6.

10.2 Accrual. Nurses shall accrue vacation benefits according to the following schedule.

During Years	Rate of Accrual	Annual Hours/ 1820 paid hrs	Annual Hours/ 1872 paid hrs	Annual Hours/ 2080 paid hrs
1 through 3	.0384/paid hour	70 hours	72 hours	80 hours
4 through 5	.0692/paid hour	126 hours	130 hours	144 hours
6 through 7	.0731/paid hour	133 hours	137 hours	152 hours
8 through 9	.0769/paid hour	140 hours	144 hours	160 hours
10 through 11	.0826/paid hour	150 hours	155 hours	172 hours
12+	.0885/paid hour	161 hours	166 hours	184 hours

10.2.1 Movement to Next Accrual Rate. Nurses shall move from one rate of vacation accrual to the next higher level on the first full payroll period following their anniversary date after completion of the required calendar years of service as set forth above. (For example, a nurse will move from the .0384/paid hour rate to the .0692/paid hour rate on the day after the nurse's 3rd year anniversary, regardless of the nurse's FTE status.)

10.3 Vacation Scheduling. The Employer retains the right to schedule vacations so that there will be no disruption in the Hospital routine. The nurse with the most seniority with the Employer will have priority in selecting vacation time. To ensure that vacation requests during summer prime time will be considered, requests to take accrued vacation in the months of June through August must be submitted to the Nursing Office by February 1 of each year. In no event will requests submitted before February 1 for prime time (June through August) exceed one (1) week for 7 Day Staffing nurses and three (3) weeks for all other nurses. Requests to take vacation between November 15 and January 15 (winter prime time) must be submitted to the

Nursing Office by August 1 of each year. Nurses requesting a full week off during prime time will receive priority over nurses requesting individual days off within a work week during prime time. Nurses wishing to apply for vacation during non-prime time must submit their request at least one month in advance. The Employer will respond within fourteen (14) days of the submission deadline for prime time or receipt of the non-prime time request. Nurses are not permitted to request vacation more than a year in advance. Vacation scheduling shall be subject to prior supervisory approval.

10.4 Nurses may take paid vacation time off as they accrue vacation hours, subject to prior scheduling as described above. Vacation hours balances shall not exceed two hundred (200) hours. Vacation pay shall include shift differential.

10.5 Direct Cash Payment Option. At the nurse's request, accrued vacation hours may be paid off in cash rather than scheduling and taking paid vacation time off

10.6 Payment on Termination. Nurses shall be paid upon termination of employment for all vacation earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required twenty-one (21) days' prior written notice.

ARTICLE 11 - SICK LEAVE

11.1 Accrual. Sick leave shall be accumulated by eligible nurses at rate of .046 per paid hour up to a maximum of 576 hours. Sick leave benefits shall be accrued from the date of hire.

11.1.1 Accrual Under the Washington Paid Sick Leave Law (WPSL). All nurses not eligible to receive contractual sick leave under Article 11.1 shall accrue one (1) hour of WPSL for every forty (40) hours worked with no cap on the hours that such nurses are allowed to accrue each year.

11.1.2 Coordination of Contractual Sick Leave and WPSL. For nurses eligible for both contractual sick leave and WPSL, the WPSL hours are included in the contractual sick leave accruals. However, the Hospital will track accrued contractual sick leave and WPSL hours separately. Contractual sick leave and WPSL hours will be used concurrently until either is exhausted when utilized in accordance with this Article.

11.2 Use of Contractual Sick Leave. Contractual sick leave benefits shall be paid at the nurse's straight time rate of pay for bona fide cases of personal illness or injury, including pregnancy, miscarriage, abortion, and childbirth, which has incapacitated the nurse from performing regular duties. Contractual sick leave may be used for illness or injury of a dependent child under the age of eighteen (18) years. Accrued contractual sick leave may also be used in the event of a health condition of a nurse's child under the age of 18 that requires treatment or supervision, or for a child age 18 or older and incapable of self care due to mental or physical disability, or in the event of a serious health condition or an emergency condition of a nurse's spouse, parent, parent-in-law or grandparent in accordance with and subject to the Washington Family Care Act (RCW 49.12.265-.295) as it may be amended from time to time. The Hospital reserves the right to require reasonable proof of such illness or injury. Excessive absenteeism will be subject to counseling/disciplinary action in accordance with Hospital attendance policies.

11.2.1 Use of WPSL. A nurse using WPSL shall be paid at the regular rate of pay including all premiums, certifications, etc., the nurse would have been paid had the nurse worked during the period the nurse used WPSL. Employees may take WPSL for any purpose required under law, including:

(i) to care for themselves or a family member for the following reasons: mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care; and

(ii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

(iii) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

For purposes of this section, "family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, or a parent-in-law;

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(d) A grandchild; or

(e) A sibling.

11.3 Notification of Absence for Contractual Sick Leave. Unless not possible due to circumstances beyond the nurse's control, nurses shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of contractual sick leave for that day.

11.3.1 Notification of Unforeseeable Absence for WPSL. Unless impractical, nurses shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. If the use of WPSL is for an authorized purpose under the Domestic Violence

Leave Act and is unforeseeable, then the nurse shall notify the Employer no later than the end of the first day of absence.

11.4 Workers' Compensation. In any case in which a nurse would be entitled to benefits or payments under the Industrial Insurance Act those payments shall be in lieu of the nurse's regular sick pay benefits otherwise payable. It shall be the nurse's option to use contractual sick leave benefits as compensation for the difference between Worker's Compensation payments and the nurse's regular rate of pay.

11.5 Proof of Illness. The Employer reserves the right to require reasonable written proof of illness. Proven abuse of contractual sick leave may be cause for discipline.

11.5.1 Proof of Illness for WPSL. The Employer may not require verification for use of WPSL for absences of three (3) days or less. The Employer will not adopt or enforce any policy that counts the lawful use of WPSL as an absence that may lead to or result in discipline against the employee.

11.6 Sick Leave Conversion to Vacation. After one (1) full calendar year of continuous employment and annually thereafter, nurses who have demonstrated superior attendance may qualify for the conversion of unused sick leave hours to vacation hours. If less than 32 hours have been paid as sick leave during the first calendar year of employment, up to 32 hours of accrued sick leave may be converted to 16 hours of (1) cash payment or (2) vacation credit and added to the nurse's vacation accrual for use like any other vacation time.

After three years of continuous employment and annually thereafter, nurses who have been paid less than 32 hours of sick leave during the prior calendar year of employment may convert up to 32 hours of accrued sick leave to 32 hours of (1) cash payment or (2) vacation credit and added to the nurse's vacation accrual for use like any other vacation time.

This benefit shall be prorated for eligible part-time nurses. Sick hours paid in the prior calendar year will be subtracted from the eligible hours. For example, a nurse who has taken 8 hours of sick leave during the prior calendar year may elect to convert 24 hours of sick leave to 12 hours of vacation or cash payment ($32 - 8 = 24 \div 2 = 12$). This ratio is 1:1 after three (3) years of employment.

11.6.1 Nurses who have accumulated the maximum 576 hours shall convert fifty percent (50%) of the unused sick leave in excess of 576 hours to cash. Effective the first pay period of January 2002, the cut-off date will be changed to the last pay period of the calendar year 2002.

ARTICLE 12 - LEAVES OF ABSENCE

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

12.2 Disability (Maternity and Health) Leave. After one (1) year of continuous employment, a leave of absence for maternity or other health reasons shall be granted upon the recommendation of a physician for the period of disability up to six (6) months, without loss of benefits to the date such leave commences. The leave shall be granted after sick leave which the nurse is eligible to receive has been utilized. Nurses on a disability leave will be allowed to return to the nurse's former position so long as the total absence (including time on paid sick leave and/or vacation) does not exceed ninety (90) calendar days. An employee on a medical leave of absence for longer than ninety (90) calendar days will receive priority for the first available similar opening for which the employee is qualified. Except for references to sick leave, the leave of absence provisions of this section shall apply to adoption.

12.3 Parenting Leave. After one (1) year of continuous regular employment, permission shall be granted for a leave of absence to: (a) care for a newborn or newly adopted child of the employee under the age of six at the time of placement or adoption, or (b) care for a child under the age of eighteen years old of the employee who has a terminal health condition. A leave of absence begins on the first absence from work or, in the case of childbirth, on the first day after the mother's temporary medical disability from childbirth has ended. Parenting leave shall be unpaid except: (a) an employee shall use accrued vacation at the beginning of the leave, and (b) an employee on leave to care for a seriously ill child may use accrued sick leave at the beginning of the leave as permitted by state law and thereafter use accrued vacation. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of parenting leave. Parenting leave must be completed within twelve (12) months after the birth or placement for adoption. An employee on parenting leave not exceeding twelve (12) weeks from date of first absence from work or, in the case of childbirth, from the day after the mother's temporary medical disability from childbirth has ended, shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year. If both parents of the newborn or newly adopted child are employees, they shall be entitled to a total of twelve (12) weeks of parenting leave to be granted to only one employee parent at a time. Alleged violations of the parenting leave provisions shall be submitted to the grievance procedure set forth herein in accordance with the Family Leave Law. Parenting leave shall be consistent with and subject to the conditions and limitations set forth by state law.

12.4 Family and Medical Leave. As required by federal law, upon completion of twelve (12) months of employment, which need not be continuous, any employee who has worked at least one thousand two hundred fifty (1250) 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 at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law or this Agreement, the leaves shall run concurrently, except for leaves related to disability due to pregnancy or child birth. 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 employee must use any accrued paid leave time for which the employee

is eligible during the leave of absence. The use of Family or Medical Leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

Under certain conditions, Family or Medical Leave may be taken intermittently or on a reduced work schedule. Generally, employees must give at least thirty (30) days, advance notice to the Employer of the request for leave when the leave is foreseeable.

12.4.1 FMLA Leave to Care for an Active Duty Service Member. To the extent required by applicable law, an eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any 12-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

12.4.2 FMLA Leave to Care for an Injured Service Member. To the extent required by applicable law, an eligible nurse is entitled to twenty-six (26) weeks of unpaid leave during any 12-month period to care for a spouse, son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

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

12.6 Military Leave. In accordance with state law, a leave of absence required in order for a nurse to maintain status in a military reserve of the United States shall be granted with pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual leave time.

12.6.1 Military Spouse Leave. To the extent required by applicable law, up to fifteen (15) days of unpaid leave will be granted to a qualified nurse (nurse who averages twenty (20) or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. A nurse who takes leave under this provision may elect to substitute any of the accrued paid leave to which the nurse is entitled for any part of the leave provided under this provision. The nurse must provide his/her Employer with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty.

12.6.2 Active Duty/Active Training Duty Military Leave. To the extent required by applicable law a nurse shall be entitled to military leave with regular pay (regular pay on regular shifts missed) not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such

time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

12.7 Continuing Education. All full-time nurses shall be allowed five hundred dollars (\$500) 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. Up to five hundred dollars (\$500) may be carried over from year to year with no more than five hundred dollars (\$500) carried over from prior years. Attendance at programs developed by the Employer will be purchased with this allowance. Requests for continuing education time off on scheduled work days must be applied for at least twenty-one (21) days in advance on a form provided by the employee. The Employer shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program. It shall not be the policy of the Hospital to require attendance at in-service/educational programs provided by the employer. In the event an in-service/educational program were mandated by the Employer, the Joint Commission, or state law, and is a condition of employment, attendance at such program will be considered as time worked and paid for at the applicable rate of pay and not taken from the nurse's educational fund, excluding requirements imposed by the state for maintaining licensure. When the Employer requires the nurse to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

12.7.1 Attendance on Day Off. If a nurse attends an approved educational offering on a scheduled day off, the nurse may access pay of up to 50% of the nurse's regularly scheduled working hours from the nurse's continuing education fund.

12.7.2 Full-Time Nurses. For purposes of determining eligibility for continuing education funds (Section 12.6) and certification examination costs (Section 12.7), nurses working 7/70s (70 hours/pay period), 7/40s (80 hours/pay period), 3/12s (72 hours/pay period) as well as 8/80 (80 hours/pay period) shall be considered full-time.

12.8 Certification Exams. Subject to Employer approval of the certifying agency, and successful completion of the examination, the Employer will pay the costs of examination fees for specialty area certification exams, prorated for part-time nurses. If the employment relationship is terminated in less than six (6) months of the examination date, the nurse will return to the Employer the amount received for examination fees.

12.9 Unpaid Education Leave. After one (1) calendar year of continuous employment, permission may be granted for a leave of absence without pay for job-related study, without loss of benefits, provided such leave does not jeopardize Hospital service.

12.10 Bereavement Leave. Nurses shall be allowed up to twenty-four (24) hours off with pay (pro rata for part-time nurses) in case of a death in the nurse's immediate family. If the nurse is required to travel in excess of five hundred (500) miles, up to sixteen (16) additional hours (pro rata for part-time nurses) may be granted. Immediate family shall be defined as spouse, domestic partner, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, or the in-law equivalent of parent, brother or sister.

12.11 Jury Duty. Any nurse who is called upon to serve on jury duty on a regularly scheduled working day shall be compensated by the Hospital for the difference between the amount of any compensation derived from jury duty (excluding mileage reimbursement) and the normal straight time rate of pay due the nurse for the period of jury service. All nurses who receive a jury summons should report immediately to their supervisor to discuss time off for jury service. When reporting for jury service, the nurse shall request of the jury bailiff that the nurse be released as soon as the nurse's services are no longer needed. If a nurse is excused by the court on any day of such duty falling within the normal work week schedule, the nurse shall then notify the supervisor and, if asked, directly report to work for the balance of the normal shift.

12.12 Sabbatical Leave. The purpose of a sabbatical leave is to provide an extended period of unpaid leave from a registered nurse's customary work to acquire new skills or training. The sabbatical makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas and publishing. Nurses are eligible for their first sabbatical after working a minimum of ten (10) calendar years of regular and continuous full-time employment as a registered nurse with the Employer. An employee who qualifies may request (1) sabbatical of up to six (6) months or (2) a sabbatical of up to one (1) year after working fifteen (15) years on a continuous full-time basis. Applications must be forwarded to the Chief Nurse Executive at least ninety (90) days prior to the proposed starting date of the sabbatical leave. Nurses granted a sabbatical will be able to self-pay medical, dental and life insurance benefits subject to the availability of insurance coverage, and will retain their seniority. The total number of sabbatical leaves that may be granted during any one calendar year will not exceed three (3). An employee granted a sabbatical agrees to return to regular employment with the Hospital following sabbatical for at least one (1) year. Employees returning from sabbatical leave of no more than six (6) months shall be reinstated to their prior position, provided they have pursued the professional activities as outlined above. Thereafter, employees will be reinstated to the first available position for which they are qualified. Within forty-five (45) days of returning from a sabbatical leave, the nurse will provide a report(s) regarding the knowledge gained while on leave to the Chief Nurse Executive and/or the nursing staff in a format mutually agreed upon. An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The final decision to grant or deny a sabbatical will be made by the Chief Nurse Executive.

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

12.14 Return to Work. Nurses who indicate their availability to return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the same position if the leave is ninety (90) days or less, including both paid and unpaid time. If the leave exceeds ninety (90) days, the nurse shall be given the first available similar opening for which the nurse is qualified. A nurse who does not return to work at the end of the allowed leave of absence may

be terminated as of the last paid day. Reapplication shall be necessary for any further employment.

ARTICLE 13 - EMPLOYEE BENEFITS

13.1 Medical and Dental Insurance. Beginning the first of the month following the date of hire, all full-time and all part-time nurses regularly working twenty (20) or more hours per week (or seventeen and one-half (17 1/2) or more hours per week for those nurses hired prior to the date of March 14, 2013) shall be included under and covered by the Employer's group insurance plan providing medical, surgical, hospital, dental and vision insurance benefits with the nurse's premiums to be paid by the Employer. If a nurse was regularly working at least seventeen and one-half (17 1/2) hours per week but less than twenty (20) hours per week and was hired prior to the date of ratification and then changes his/her FTE outside of this hours range, the special consideration above will no longer apply. In the event the Employer intends to modify its current plan or provides an alternative plan(s), the Employer will provide the Association with ninety (90) days' notice and will meet and confer regarding the plan changes with the Association prior to implementation.

13.2 Benefit Option Plan. In lieu of all benefits except for shift differential, call back pay, standby pay, and longevity increments, a full-time or part-time nurse may elect a fifteen percent (15%) wage differential. This election must occur when first eligible for benefits at hire or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing enrollment is approved by the carrier. Nurses will be given advance notice of such dates. Thereafter, no change in benefit compensation shall be granted during the term of this Agreement. Any accrued vacation shall be paid to the nurse at the time the nurse elects the fifteen percent (15%) wage differential.

13.3 Workers Compensation/Unemployment Compensation. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

13.4 Professional Liability. Professional liability insurance will be carried by the Employer at no cost to the nurses covered by this Agreement.

13.5 Health Tests. At the time of employment and annually thereafter, all nurses shall receive a tuberculin skin test or chest X ray as required by the State of Washington. Upon written request, the appropriate vaccine will be made available if a nurse is identified as being at risk, based upon Infection Control Committee policies. If the nurse does not complete the entire series, the nurse will be responsible for reimbursing the Hospital for the cost of the vaccine.

13.6 Prescriptions. Nurses may purchase available prescriptions or over-the-counter drugs from the Hospital pharmacy at cost plus a reasonable handling charge to be established by the Employer.

13.7 Retirement. Contributions on behalf of nurses covered by this Agreement shall be made in accordance with the terms of the retirement plan established by the Hospital for all its employees. The rate of contribution by the Employer shall be based on the nurse's current rate of pay. In the event the Employer modifies its current plan, the Employer will review the plan changes with the Association prior to implementation.

13.8 Eligibility Requirements. Participation in medical, dental and any other insurance or retirement benefits provided by the Employer shall be subject to specific plan eligibility requirements.

13.9 Workplace Violence. The parties recognize the importance of eradicating workplace violence by patients and visitors. To that end, EvergreenHealth will maintain a committee to address workplace violence. The Committee shall include three (3) nurse representatives chosen by WSNA. This Committee shall evaluate reported instances of violence and will make recommendations for changes designed to improve safety including a recommendation on the frequency and content of training on a unit by unit basis to be provided to nurses on paid time and at no cost. The Workplace Violence committee shall develop and implement the workplace violence training requirements for all units where bargaining unit nurses work within 90 days of ratification of this Agreement.

ARTICLE 14 - COMMITTEES

14.1 Patient Care Committee. A patient care committee shall be instituted and maintained in the Hospital and shall meet at least quarterly. The purpose of this committee is to discuss improved nursing practices in the Hospital. This committee shall be entirely composed of up to seven (7) staff nurses plus up to five (5) representatives of the Employer. The committee (excluding the Employer representatives) will be elected by the staff nurses. Organizational aspects of the committee shall be determined by the committee. This committee shall be advisory only and will not discuss matters subject to collective bargaining or this Agreement. Hours spent in attendance at Patient Care Committee meetings will be paid for at the nurse's applicable rate of pay. Representatives on the Patient Care Committee may request meetings of the Committee to discuss nurse staffing issues and suggestions for constructive improvement relating to the utilization of nursing personnel.

14.2 Conference Committee. The Employer, jointly with elected representatives of the nurses covered by this Agreement, shall establish a Conference Committee to foster improved communications between the Employer and the nursing staff. Topics of discussion shall consist of mutual problems regarding nursing personnel. The committee shall be advisory only. The committee shall meet on a quarterly basis and shall consist of up to five (5) representatives of the Employer and up to seven (7) representatives of the nursing staff plus the WSNA Local Unit Chairperson and the WSNA Nursing Representative. All members of the committee shall be employees of the Hospital except for the WSNA Nursing Representative. Hours spent in attendance at the Conference Committee shall be paid for at the nurses' applicable rate of pay.

14.3 Staffing Committee.

1. The parties' established Nurse Staffing Committee (NSC) shall be responsible for those activities required of it under RCW 70.41, *et seq* and its successors, including developing the Hospital's staffing plan and addressing complaints raised by nurses regarding staffing.
2. The Hospital and the Association recognize their shared interest in providing quality medical care and assuring the well-being of all nurses. The parties agree that assuring adequate staffing levels is critical to this purpose. Each unit in the Hospital's facilities shall maintain staffing levels that take into consideration the

acuity of patients and that ensure safe patient care and the safety of the nurses employed by the Hospital.

3. At least one half of the members of the NSC shall be members of the bargaining unit from each patient care area of the Hospital, chosen by the Association. The WSNA staff representative may attend the NSC meeting as a non-voting participant on their own time. Minutes of NSC meetings shall be available on SharePoint.
4. Bargaining unit nurses who are NSC members attending an NSC meeting, nurses who have submitted a written staffing complaint and nurses who have been invited by the NSC to participate in an NSC meeting shall be relieved of all other work duties and shall receive her/his regular rate of pay for time spent in an NSC meeting.
5. The parties will hold NSC meetings at least monthly for at least two (2) hours, unless otherwise mutually agreed to by the Employer and the Association.
6. The Local WSNA Chairperson shall be provided with agendas, relevant data, and minutes at least one week in advance of each meeting.
7. The NSC will produce the Employer's annual nurse staffing plan. -If this staffing plan is not adopted by the Employer, the chief executive officer shall provide the NSC with both a written explanation of the reasons why the plan was not adopted and a copy of the revised or redrafted plan.
8. A nurse who either believes that the Employer's staffing practice does not comply with the existing staffing plan or objects to a particular shift-to-shift adjustment may file a complaint with the NSC. The Employer will not counsel, discipline and/or discriminate against any nurse for making a report or complaint to the NSC.
9. The NSC will consider all received complaints brought by Registered Nurses. The NSC will designate each complaint as either resolved, dismissed or unresolved. The NSC will produce a statement of explanation for each designation.
10. The process for determining the resolution of a submitted complaint must be approved by a majority vote of the full committee (not just the majority of the members present at a particular meeting).

ARTICLE 15 - NO STRIKE-NO LOCKOUT

15.1 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, (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representatives, including but not limited to the Association, shall directly or indirectly authorize, assist, encourage or participate in any way in

any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization or other party's picket line. In the event of any such activity referred to in clause (b) above, the Association and its officers will do everything within their power to end or avert the same. In addition, any nurse participating in any of the prohibited activities specified herein, shall be subject to immediate dismissal or replacement, at the discretion of the Employer.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Definition. A grievance is defined as an alleged breach of the express terms and conditions of the 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. If a grievance arises, it shall be submitted to the following grievance procedure.

Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. If the management representative at any level is not a Registered Nurse and the grievance arises from nursing practice issues, at the request of either party an additional management representative at the equivalent level who is a Registered Nurse shall be present at the grievance meeting.

Step 1. Nurse and Manager .

If any nurse has a grievance, the nurse and/or the Local Unit Chairperson, or designee, shall first present the grievance in writing to the nurse's Manager within fourteen (14) calendar days from the date the nurse became aware or reasonably should have been aware of the event from which the grievance arose. Upon receipt thereof, the parties shall meet at a mutually agreeable time for the purpose of resolving the grievance. The Manager or designee shall attempt to resolve the problem and shall respond in writing to the nurse and Local Unit Chairperson, or designee, within fourteen (14) calendar days following the grievance meeting.

Step 2. Nurse, Local Unit Chairperson and Director.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse and/or the Local Unit Chairperson, or designee, shall present the grievance in writing to the Director (and/or designated representative) within fourteen (14) calendar days of the Local Unit Chairperson's, or designee's receipt of Manager's or designee's decision. A conference between the nurse, the Local Unit Chairperson, or designee, and the Director or designee shall be held at a mutually agreeable time. The Director or designee shall issue a written reply to the nurse, the Local Unit Chairperson or designee, and the Association within fourteen (14) calendar days following the grievance meeting.

Step 3. Nurse, Chief Nursing Officer and Association Representative.

If the matter is not resolved to the nurse's satisfaction at Step 2, the nurse and/or Local Unit Chairperson, or designee, shall present the grievance in writing to the Chief Nursing Officer (and/or designated representative) within fourteen (14) calendar days of the Local Unit Chairperson's, or designee's receipt of the written response from Step 2. A conference between the nurse, Local Unit Chairperson or designee, and the Chief Nursing Officer or a designee shall

then be held within fourteen (14) calendar days for the purpose of resolving the grievance. The Chief Nursing Officer or a designee shall endeavor to resolve the grievance and will respond in writing to the nurse, the Local Unit Chairperson or designee, and the Association within fourteen (14) calendar days of the meeting with the nurse and Local Unit Chairperson, or designee.

Step 4. Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days of its receipt of the decision of the Administrator or designee in Step 3. If the Hospital and the Association fail to agree on the arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred by mutual consent incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

16.2 Group Grievance. Any common grievance involving two (2) or more nurses which has the same factual basis may with the consent of the Employer be submitted by the Association at the Step 2 level, provided that the grievance is submitted within fourteen (14) calendar days from the date the nurse(s) became aware or reasonably should have been aware of the event from which the grievance arose.

ARTICLE 17 - GENERAL PROVISIONS

17.1 The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically discussed during negotiations and/or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

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

17.3 The Employer shall be relieved of any and all obligations hereunder in the event of and during the term of a disaster or catastrophe directly affecting the Hospital such as, but not limited

to, a fire, flood, explosion, power failure, earthquake, or other act outside the control of the Employer and causing disruption to the Hospital's normal operations.

17.4 Savings Clause. This Agreement shall be subject to all future and present 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 governing authority. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions 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 negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

17.5 Duration. This Agreement shall be effective February 2, 2022 and shall continue in full force and effect through and including October 31, 2024.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this ____ day of _____.

**WASHINGTON STATE NURSES
ASSOCIATION**

EVERGREENHEALTH

Sandra Gott, BSN, RN

Jeff Tomlin, MD, Chief Executive Officer

Beth Volk, BSN, RN

Mary Shepler, RN, Chief Nursing Officer

Karen A. Lasota, BSN, RN, MSCP

Jessica Groce, Chief Human Resources Officer

Alexandra Overa, BSN, RN, CEN

Alicia O'Neal, BSN, RN

Holly Baker, BSN, RN, CCRN, CEN, FNE

Theresa M Blazer, RNC-OB, BSN

Bret Percival, BS, RN, WSNA Nurse
Representative


Michael Sanderson, WSNA Chief Negotiator

[Signature Page to the Employment Agreement]

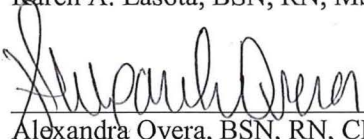
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this 17th day of May, 2022.

**WASHINGTON STATE NURSES
ASSOCIATION**


Sandra Gott, BSN, RN

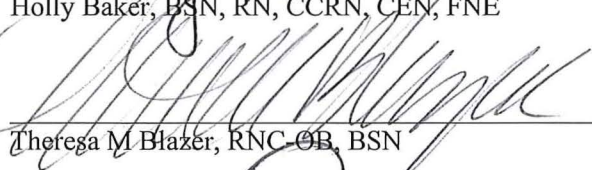

Beth Volk, BSN, RN

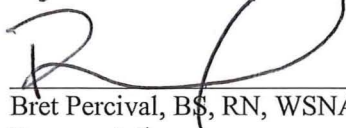

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[Signature Page to the Employment Agreement]

[Signature Page to the Employment Agreement]

EVERGREENHEALTH
EVERGREEN HOME CARE SERVICES
ADDENDUM I

This Addendum between EvergreenHealth (EH, Employer or Hospital) and the Washington State Nurses Association (WSNA or Association) shall apply to registered nurses employed in the Evergreen Home Care Services (EHCS) Unit of EH. EHCS consists of Hospice Home Care, Home Health, Behavioral Health and Palliative Care nursing services. Except as modified herein, the terms and conditions set forth in the Employment Agreement shall apply to Home Care nurses working under this Addendum.

1. Bulletin Board Posting (2.5).

Postings shall be in accordance with section 2.5. The Association shall be permitted to post Association notices/newsletters on bulletin board space designated by the Employer at the Branch Offices.

2. Definitions (Article 4).

Salaried After Hours Nurse. A nurse who is hired by the Employer to be available for coverage of Hospice Home Care during the hours 1900 to 0800, whose pay each pay period is predetermined and not subject to reduction because of the variation in the quality or quantity of work performed. A Salaried After Hours Nurse shall not receive overtime, differentials or premiums set forth in the Agreement, except for a lump sum payment of three hundred twelve dollars and seventy-five cents (\$312.75) per pay period. This definition shall be interpreted consistently with the Fair Labor Standards Act.

3. Mileage.

Nurses shall be reimbursed for business related driving at the current IRS rate per mile. If the allowance published by the IRS for business mileage tax deduction purposes increases during the term of this Agreement, the mileage reimbursement rate shall be increased by the same amount, effective the first month following the publication date of the IRS allowance increase.

4. Driver's License/Liability Insurance.

Each nurse, as a condition of employment, shall at all times keep current evidence that the nurse holds a valid Washington State driver's license and has the minimum automobile liability insurance coverage as required by the State of Washington.

5 Job Postings (Article 5).

All of the provisions of Article 5.3 of the Agreement shall apply except for the requirement that job openings shall be posted on bulletin boards in the units. Instead, notification of Home Care job openings shall be posted in the Hospital, posted on the Employer's web site, and emailed to Home Care employees at least three (3) calendar days in advance of filling the position.

6. Work Day and Meal Period (7.7).

Nurses shall have an unpaid meal period of up to one (1) hour for each scheduled shift of eight (8) or more hours in duration.

7. Overtime (7.5 et. seq.). Overtime shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay for all hours worked by the nurse beyond forty (40) hours per week. After Hours Salaried Nurses shall not receive overtime pay.

If a full-time or part-time Home Care nurse works beyond the work day (as defined in Article 7.1) and does not receive overtime pay as described above, the nurse may submit a written request to his/her manager or designee for a reduction in daily work assignment equal to the number of hours worked beyond the work day within fourteen (14) calendar days from the date of the request, provided the nurse works all scheduled hours during the fourteen (14) day period. The request must be submitted electronically by 2:00 p.m. on the calendar day following the worked day. This section shall not apply to time spent in non-mandatory committee meetings, staff meetings, or time spent for educational purposes (i.e., CE days, educational leave, educational offerings, etc.).

A reasonable effort will be made to schedule the nurse for a reduced work assignment on a mutually-agreeable date. If a date cannot be mutually agreed upon, the manager or designee reserves the right to select the scheduled shift(s) that will have a reduced daily work assignment. If the manager or designee is unable to reduce the nurse's daily work assignment within fourteen (14) days, the employee shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay for all hours worked beyond the normal work day on the day that exceeded the work day, provided the nurse works all scheduled hours during the fourteen (14) day period. The manager or designee will submit an entry into the time and attendance system to authorize the difference between the regular and overtime pay.

If the nurse does not send the written request by 2:00 p.m. on the day following the worked day, the nurse forfeits the ability to have a reduction in scheduled hours or to receive overtime pay for the day that was worked beyond the work day. In such a case, the nurse shall receive pay at his/her regular rate for the hours worked.

If the nurse declines a reduced daily work assignment and/or volunteers to pick up extra hours or visits on a day that was scheduled for reduced daily work assignment, the nurse forfeits the ability to have another reduction in scheduled hours or to receive overtime pay for the day that was worked beyond the work day. In such a case, the nurse shall receive pay at his/her regular rate for the hours worked.

In all cases, a nurse shall receive overtime pay for all hours worked by the nurse beyond forty (40) hours per workweek. Evergreen will provide training on the use of the Reduced Work Assignment ("RWA") in EHCS orientation; the form will be available on a designated place on the file server, and an email reminder will be sent to current nurses reminding them of the process within 14 days of ratification.

8. Shift Differential (8.4).

The evening shift shall start at 5 p.m. Except as modified herein, the terms and conditions set forth in Section 8.4 shall apply to Home Care nurses working under this Addendum.

9. Callback Pay (8.6).

Callback pay shall be paid when called out for a home visit while on standby or backup standby status. Telephone calls and related documentation will be paid at the rate of time and one-half (1 1/2) with a fifteen (15) minute minimum for each call. Separate phone calls relating to the same patient made in conjunction with the original phone call will be considered as one phone consultation for purposes of the minimum guarantee. All other provisions of Section 8.6 shall apply.

10. Work in Advance of Shift (8.11).

This provision shall not apply to Home Care nurses.

11. Rest Between Shifts (8.14).

This provision shall not apply to Home Care nurses due to flexible scheduling unless preapproved by management.

12. Work on a Scheduled Day Off (Section 8.15).

This provision shall not apply to Home Care nurses.

13. PTO Plan, Holiday and EIB Plan (Articles 9, 10 and 11).

Home Care nurses may maintain their participation in EH's Paid Time Off (PTO), Holiday and Extended Illness Bank (EIB) plan (see prior Memorandum of Understanding entitled PTO, Holiday and EIB Plan). Articles 9 (Holidays), 10 (Vacations) and 11 (Sick Leave) of the collective bargaining agreement to which this Addendum is appended shall apply to all newly hired, transferred or promoted Home Care nurses regularly working 16 or more hours per week except for those nurses who have not elected to convert their PTO and EIB.

14. Benefit Option Plan (13.2).

In addition to the application of section 13.2 to part-time nurses, full-time Home Care nurses maintaining participation in EH's PTO, Holiday and EIB plans shall continue to be eligible for the Benefit Option Plan.

15. Grievance Procedure (Section 16.1).

Step 3 of the grievance procedure shall include the nurse, Local Unit Chairperson or designee, and Chief Nursing Officer or designee.

16. Per Diem Nurses (Addendum 3) All per diem positions must be posted as offering the applicant the choice of a Tier 1 or a Tier 2 position. Per diem nurses shall have the option once per calendar year to change from one Tier to the other. Tier 1 per diem nurses are required to be available to work at least forty (40) hours per calendar month, including two (2) weekend shifts within those forty (40) hours. Tier 2 per diem nurses are required to be available to work at least fifty-six (56) hours per calendar month, including three (3) weekend shifts within those fifty-six (56) hours and one holiday per year. Article 5.5 – Discipline and Discharge - applies to Addendum One Tier 2 per diem nurses. Tier 1 per diem nurses shall be paid in accordance with the wage schedule set forth in Article 8 of the Agreement, plus a seventeen percent (17%) premium, and Tier 2 per diem nurses shall be paid in accordance with the wage schedule set forth in Article 8 of this Agreement, plus a twenty percent (20%) premium.

EVERGREENHEALTH

TWELVE (12) HOUR AND EIGHT (8) HOUR
COMBINED SHIFT SCHEDULE

ADDENDUM 2

In accordance with Section 7.3 of the Agreement between the Hospital and the Association, nurses may, on an individual basis, agree to work combined twelve (12) hour shift and eight (8) hour shift schedules with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The combined twelve (12) hour shifts and eight (8) hour shift schedules shall provide for a combination of twelve (12) hour work days consisting of twelve and one-half (12 1/2) hours each, and eight (8) hour work days consisting of eight and one-half (8 1/2) hours each. Each shift will include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute or two (2) fifteen (15) minute paid rest breaks respectively. Subject to the provisions of this Agreement, shift start times shall be determined by the Employer.

2. Work Period; Overtime Pay. Nurses working this combined twelve (12) hour shifts and eight (8) hour shift schedules shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of twelve (12) hour shift and eight (8) hour shift schedules and for hours worked in excess of forty (40) hours per week.

For the scheduled twelve (12) hour shifts, if a nurse works more than fourteen (14) consecutive hours, all overtime hours worked shall be paid at the rate of double (2x) the nurse's regular rate of pay.

For the scheduled eight (8) hour shift, if a nurse works more than twelve (12) consecutive hours, all hours worked beyond twelve (12) shall be paid at the rate of double (2x) the nurse's regular rate of pay.

EVERGREENHEALTH

PER DIEM NURSES ADDENDUM 3

The following conditions of employment shall apply to per diem nurses:

1. Definition. A per diem nurse is a nurse regularly scheduled to work less than sixteen (16) hours per week or hired to work during any period when additional work of any nature requires a temporarily augmented work force, or in the event of an emergency or nurse absenteeism, . Per diem nurses are required to be available to work at least twenty-four (24) hours per calendar month, with the understanding that per diem nurses shall not be required to make themselves available to work more than twenty-four (24) hours per month.

Per diem nurses shall include nurses scheduled on a “call in” basis. Such nurses shall be paid in accordance with the wage schedule set forth in Article 8 of this Agreement, plus a seventeen percent (17%) premium. Per diem nurses shall accrue longevity steps but shall not receive any benefit compensation, except shift differential and holiday pay as set forth in the Agreement. Hours worked as a per diem nurse shall be recognized for placement in the compensation schedule for regular nurses if a nurse accepts regular status. Nurses converting from per diem status to regular status will be subject to a probationary period as provided for in Section 4.7 of the Employment Agreement.

2. Canceled Shifts. If a per diem nurse has been prescheduled to work (in accordance with Medical Center policy) and is canceled within two (2) hours of the shift report time, the canceled shift will be counted as time worked for purposes of accruing longevity steps. To be credited for the canceled shift, the per diem nurse must record the canceled shift on the individual’s time card prior to the completion of that pay period.

3. Regular Job Openings. Qualified per diem nurses presently employed at the Medical Center shall receive strong consideration for open positions, but the Medical Center retains the right to fill the position with whomever it feels is best qualified.

If a per diem nurse is regularly scheduled to work the same set schedule and shifts of more than 16 hours over a six month period that could constitute a .5 FTE or greater, upon the request of any bargaining unit nurse, the Employer will review the nurse’s hours to determine whether the hours of the per diem nurse should be posted as an FTE’d position. Any disputes may be presented to the Conference Committee for further review.

4. Evaluations. The Employer shall maintain a system for performance appraisal providing for a written evaluation prior to or upon the completion of one hundred eighty (180) calendar days of employment and annually thereafter.

5. Floating. The Employer retains the right to change the daily work assignment of per diem nurses to meet patient care needs. Per diem nurses required by the Employer to float to other units within the Medical Center shall not be required to perform tasks or procedures for which they have not been trained.

6. Scheduling and Canceling. The Medical Center will attempt to give as much notice as is reasonably possible to per diem nurses with respect to scheduling, changes in schedules, and canceling per diem nurses. Per diem nurses who report for work as scheduled shall be guaranteed a minimum of two (2) hours' work unless the Employer has made a good faith effort to notify the per diem nurse in advance. Per diem nurses shall be responsible for maintaining current addresses and telephone numbers with the Employer.

7. Continuing Education. If an education program (excluding programs for maintaining licensure and specialty certification) is a condition precedent to employment at EvergreenHealth or is mandated by the Joint Commission or state law, with prior approval of the immediate supervisor and after successful completion of the education program, the Employer will pay for tuition and related course materials. Attendance at the event shall be on unpaid time.

8. Work on Holidays. Per diem nurses will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for each hour worked on the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

9. Discipline and Discharge. The just cause and progressive discipline commitments set forth in Section 5.5 of the collective bargaining agreement shall not apply to per diem employees.

10. In-service Education. An in-service program shall be maintained by the Medical Center. Attendance at required in service education programs shall be paid at the straight time rate of pay.

11. The following Articles shall not apply to per diem nurses:

Article 6 - Seniority, Layoff and Recall

Article 9 - Holidays

Article 10 - Vacations

Article 11 - Sick Leave

Article 12 - Leaves of Absence

Article 13 - Employee Benefits, except 13.3, 13.4 and 13.5, which shall apply to per diem employees.

12. The following sections shall not apply to per diem nurses:

7.3 - Work Schedules

7.4 - Change in Schedules

EVERGREENHEALTH
and
WASHINGTON STATE NURSES ASSOCIATION
MEMORANDUM OF UNDERSTANDING
HEALTH BENEFITS COMMITTEE
2021-2024

Both the Employer and the Association recognize the importance of ensuring that nurses have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Association share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs.

To address these issues, the Employer will establish a Health Benefits Committee. The Association will appoint up to five (5) representatives from the bargaining unit including one (1) Nurse Representative. The Employer will appoint up to five (5) management representatives. The Committee shall be advisory and shall meet monthly and more often as mutually agreed. All employee representatives on the committee will be on paid release time for the meetings. The Employer and Association agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success.

This committee will concentrate efforts to research, review and recommend adoption of incentive-based wellness programs and other benefits changes to the Chief Nursing Officer. The goal of the committee's work is to ensure that the medical benefit is affordable for employees and the cost increases are minimized.

LETTER OF AGREEMENT

On a non-precedent setting basis, Evergreen agrees to compensate nurses identified on the WSNA bargaining team, who sign in for bargaining, for 8 hours of pay at their regular rates of pay for each of the following dates: October 25, 28, November 12, 19, December 1, 8 and 15. Each nurse shall record their hours using the optional meeting (OPT MT) calendar code in LWX.

Baylor Weekend Position :

The Hospital may post weekend only positions (BWP) to the career website on the following terms. All provisions of the collective bargaining agreement apply except as modified below:

- Each BWP will be a 0.6 FTE;
- A BWP will include two twelve hour shifts per weekend defined as Friday 7 pm to Monday 7 am;
- A BWP .6 FTE benefit eligibility is based on a 0.6 FTE as defined by the Hospital benefit tier system;
- Nurses in a BWP will be paid 1.25 x for all weekend day shift work;
- Nurses in a BWP will be paid 1.5 x for all weekend night shift work;
- Nurses in a BWP who pick up extra shifts on weekdays or weeknights will be paid at the step pay rate.
- All other contractual compensation (premiums, differentials, etc.) apply. Differentials are calculated based on the nurse's step pay rate.
- Article 7.6- No Pyramiding applies.

EvergreenHealth agrees to provide a two-part retention bonus:

First Retention Bonus payment:

Up to a One Thousand Dollars (\$1,000) gross retention bonus paid as follows:

- Nurses must have been employed on or before November 1, 2021;
- Nurses must be full-time as defined by the CBA to receive the full amount;
- The bonus amount will be pro-rated based on FTE for part-time nurses, except that part-time nurses who have worked beyond their FTEs shall receive a bonus amount based on hours worked up to \$1,000;
- Per diem nurses shall receive a bonus amount based on hours worked up to \$1,000.
- The measuring period for hours worked shall be December 27, 2020 – December 25, 2021. FTE status is determined based on the pay period beginning February 6 and ending February 19, 2022;
- Bonus to be paid on March 11, 2022;
- Nurse must be employed at time of pay-out to receive payment;
- Nurses are not eligible if they received a sign-on bonus between November 1, 2019 and October 31, 2021;
- Required withholdings apply.

Second Retention Bonus payment:

Up to Two Thousand Dollars (\$2,000) gross retention bonus paid as follows:

- Nurses must have been employed on or before November 1, 2021;
- Nurses must be full-time as defined by the CBA to receive the full amount; the bonus amount will be pro-rated based on FTE for part-time nurses, except that part-time nurses who have worked above their FTEs shall receive a bonus amount based on hours worked up to \$2,000;
- Per diem nurses shall receive a bonus amount based on hours worked up to \$2,000.
- The measuring period for “hours worked” shall be December 26, 2021 – December 24, 2022. FTE status is determined based on the pay period beginning January 8, 2023, and ending January 21, 2023 with payment to be made on February 10, 2023.
- Bonus to be paid on February 10, 2023;
- Nurse must be employed at time of pay-out to receive payment;
- Nurses are not eligible if they received a sign-on bonus between November 1, 2019 and October 31, 2021;
- Required withholdings apply.