

**Agreement between
Wellfound Behavioral Health and SEIU
Healthcare 1199NW**

**Wellfound Behavioral Health
Hospital
2023-2026 Contract
RNs**



SEIUHealthcare®
United for Quality Care

DATES: AUGUST 24, 2023– AUGUST 31, 2026

EMPLOYMENT AGREEMENT

By and Between

Wellfound

and

SEIU HEALTHCARE 1199NW

REGISTERED NURSES UNIT

CONTENTS

ARTICLE 1 – RECOGNITION.....	6
ARTICLE 2 - MANAGEMENT RIGHTS	6
ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION	6
3.1 Union Security.....	6
3.1.1 Indemnity.....	6
3.1.2. Religious Objection.....	7
3.2 Dues Deduction.....	7
3.3 Voluntary Political Action Fund.....	7
3.4 New Employee Orientation.....	7
3.5 Bargaining Unit Roster.....	8
3.6 Union Delegates.....	8
3.7 Access to Premises.....	8
3.8 Bulletin Boards	8
3.9 Meeting Rooms.....	8
3.10 Negotiations Release Time.....	9
ARTICLE 4 - DEFINITIONS.....	9
4.1 Full-Time Registered Nurse.....	9
4.2 Part-time Registered Nurse.....	9
4.3 Introductory Nurse.....	9
4.4 Temporary Nurse.....	9
4.5 Per Diem Nurse.....	9
ARTICLE 5 - EMPLOYMENT PRACTICES	10
5.1 Employment Practices.....	10
5.2 Notice of Resignation.....	10
5.3 Direct Deposit of Payroll Checks.....	10
5.4 Paycheck Errors.....	10
5.5 Personnel Files.....	10
5.6 Employer Meetings.....	10
5.7 Health and Safety Committee.....	10
5.8 Job Openings.....	11
5.9 Discipline and Discharge.....	11
5.10 Job Description.....	11
5.11 Lactation Room.....	11
5.12 Religious Accommodation.....	11
5.13 Restroom Equity.....	11
5.14 Contracting Out.....	11

ARTICLE 6 – SENIORITY	11
6.1 Seniority.....	11
6.2 Layoff.....	12
6.3 Recall.	12
6.4 Termination.....	12
6.5 Roster.	12
6.6 Low Census.....	12
ARTICLE 7 - HOURS OF WORK AND OVERTIME	13
7.1 Workday.....	13
7.2 Work Week.....	13
7.3 Overtime.	13
7.4 Meal/Rest Periods.	13
7.5 Weekend Scheduling.	13
7.6 Rest Between Shifts.	14
7.7 Availability of Hours.	14
7.8 Innovative Work Schedules.	14
7.9 Posting of Schedules.....	14
7.10 No Pyramiding.....	14
7.11 Unit Merger/Restructure.	14
7.12 Work on Day Off.	15
ARTICLE 8 – COMPENSATION.....	15
8.1 Wage Schedule.....	15
8.2 One Time Audit.	15
8.3 Recognition for Past Experience.....	15
8.4 Night Shift Differential.	15
8.5 Weekend Premium.....	15
8.6 Standby Pay.	15
8.7 Callback Pay.	15
8.8 Charge Nurse Premium.....	15
8.9 Per Diem Pay in Lieu of Benefits	16
8.10 Certification Pay.....	16
ARTICLE 9 – PTO/VACATION	16
9.1 Paid Time Off (PTO).	16
9.2 Eligibility.	16
9.3 PTO Accrual.	16
9.4 PTO Maximum Cap.....	16
9.5 PTO Scheduling.....	17
9.6 Premium Pay Days (Holidays).....	17

9.6.1	Department Closure on a Holiday.....	17
9.6.2	Premium Pay Days.....	17
9.6.3	Premium Pay Hours.....	17
9.6.4	Premium Pay and PTO Access for Holiday Work.....	17
9.6.5	Staffing for Holidays.....	18
9.7	Sick Leave.....	18
9.8	Notification Requirements.....	18
9.9	Notification of Serious Health Condition.....	18
9.10	PTO Cashout Upon Employment Separation.....	18
ARTICLE 10 – LEAVES OF ABSENCE		18
10.1	Family and Medical Leave (FMLA).....	18
10.2	Military Leave.....	19
10.3	Jury Duty.....	19
10.4	Washington Paid Family and Medical Leave (WPFML).....	19
10.5	Bereavement Leave.....	19
10.6	Other Leaves.....	19
10.7	Reinstatement from Leave.....	19
10.8	Executive Board Leave.....	19
ARTICLE 11 – EMPLOYEE BENEFITS.....		20
11.1	Group Medical/Dental/Vision.....	20
11.1.1	Healthcare Committee:	20
11.2	Retirement Plan.....	20
11.3	Workers Compensation.....	20
11.4	Unemployment Compensation.....	20
ARTICLE 12 – LABOR-MANAGEMENT COMMITTEE		20
12.1	20
12.1.1	Equity and Inclusion.....	21
ARTICLE 13- GRIEVANCE PROCEDURE.....		21
13.1	Grievance Defined.....	21
13.2	Time Limits.....	21
13.3	Terminations.....	21
13.4	Grievance Procedure.....	21
ARTICLE 14 – NO STRIKE/NO LOCKOUT		22
ARTICLE 15 – MISCELLANEOUS PROVISIONS		22
15.1	Complete Agreement.....	23
15.2	Separability.....	23
15.3	Past Practices.....	23
ARTICLE 16 – STAFFING		23

16.1	23
16.2 Staffing and Nurse Staffing Committee.....	23
16.3	24
16.4	24
16.5 Staffing Concerns.....	24
16.6	24
16.7	24
ARTICLE 17 – DURATION	24
APPENDIX A	27
APPENDIX B	31
MEMORANDUM OF UNDERSTANDING	33

This Agreement is made and entered into between Wellfound, hereinafter referred to as the "Employer," and the SEIU Healthcare 1199NW, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time, regular part-time, and per-diem Registered Nurses and Charge Registered Nurses as certified by the National Labor Relations Board, Case No. 19- 19-RC-284983, located in Tacoma, Washington and excluding all other employees, non-professional employees, technical employees, confidential employees, guards, managers and supervisors as defined in the Act.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the behavioral health hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

3.1 Union Security. As a condition of employment, all nurses who are covered under this Agreement. shall, within thirty (30) calendar days of employment or within thirty (30) calendar days of the effective date of this Agreement (whichever is later), become and remain a member in good standing of the Union. "Good standing" for purposes of this section shall mean the payment of regular monthly dues, initiation fees, or fair share representation fees uniformly required by the Union. Failure by a nurse to pay the required dues or fees shall constitute non-compliance and cause for termination of employment. The nurse shall be discharged by the Employer within thirty (30) calendar days after the Employer receives a written notice from the Union of non-compliance, unless the nurse fulfills the membership obligations set forth in this Agreement. The Employer will notify new nurses of the membership requirement at time of hire.

3.1.1 Indemnity. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate a nurse's employment pursuant to this Article.

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

3.2 Dues Deduction. During the terms of this Agreement, the Employer shall deduct dues or representation fees monthly from the pay of each member of the bargaining unit who voluntarily executes and submits to the Employer a dues deduction authorization form. The amount of union dues deducted will be promptly transmitted to the Union by check payable to its order. When such dues are sent to the Union, the Employer shall also electronically provide to the Union an "excel format" list of all nurses using payroll deduction. The list shall include name, employee identification number, dues deducted by pay period.

3.3 Voluntary Political Action Fund. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form that complies with WAC 390-17-100. (See Appendix B.) Each such form shall be provided to the Employer. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. Effective upon ratification all new voluntary Political Action Fund wage authorizations shall be a two dollar (\$2.00) per pay period minimum contribution level for employees who choose to contribute under this paragraph contribution level.

3.3.1 Reimbursement for Reasonable Costs. The parties recognize that the Union is obligated under the Federal Election Campaign Act (PECA) to reimburse Wellfound (the Employer) for the reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. Wellfound and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover Wellfound costs of administering the check off. Accordingly, the parties agree that Wellfound will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse Wellfound for its reasonable costs of administering the check off.

3.4 New Employee Orientation A union delegate/officer or designee may meet with new nurses following Wellfound orientation to introduce the new nurses to the Union and Union contract. Attendance for the delegate and new nurse(s) shall be voluntary and on unpaid time. The Employer will provide the Union with thirty (30) days' notice should the Employer move Wellfound orientation offsite or to an online format.

3.5 Bargaining Unit Roster. Upon the signing of this agreement and monthly thereafter, the Employer shall supply to the Union in a common electronic format an alphabetical list of all nurses covered by this Agreement. The list shall include the name, address, telephone numbers, employee identification number, date of hire, rehire date (if applicable), shift, job classification, FTE status and hourly rate of pay. Each month, the Employer will provide a list of new hires, a list of all nurses who have terminated during the month, and a list of all employment status changes for bargaining unit employees via a common electronic format. The new hire, termination, and employment status lists shall include the same data as the monthly nurse roster. The termination list shall include the termination date. Upon the Union's request, the Employer will provide the current EEO-1 report to the Union.

3.6 Union Delegates. The Union may select Union delegates from among nurses in the bargaining unit. The Union delegate will only be recognized by the Employer upon written notification of official designation from the Union. Unless otherwise agreed to by the Employer, the investigation of grievances, attendance at grievance meetings, and other Union business shall be conducted only during the non-working time of both the delegate and the individual employee and shall not interfere with the work of other employees.

3.6.1 Union Delegate Training. The Employer will grant one (1) day of release time for up to three (3) employees once a year for Union Delegates to attend the Union's Delegate training, subject to thirty (30) days advance written notice to the employee's Manager, and subject to staffing and scheduling considerations.

3.7 Access to Premises. Duly authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. 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 employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Employer. Union representatives must adhere to the Employer's infection control policies and practices while on the Employer's premises. The Union will not be more restricted than any other non-employee persons. The Employer will provide a copy of all infection control policies and practices upon ratification and will notify the Union of any updates to the policies and practices.

3.8 Bulletin Boards. Space will be made available on a bulletin board designated by the Employer in break rooms that nurses represented by the Union regularly use. Such boards shall be used for official Union notices. All postings must be initialed and dated by a delegate or union representative or carry the Union logo. The Union will provide a copy of the posted materials to the Human Resources Manager or designee at or prior to the time of posting. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.9 Meeting Rooms. In accordance with Wellfound policy, the Union may use designated meeting rooms of the hospital for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to the designated management coordinator, space is available and approval is given. Meetings will not occur in public areas of the hospital, nor in patient care areas. Union representatives must adhere to the Employer's infection control policies and practices while on the Employer's premises. The Union will not be more restricted than any other non-employee persons. The Employer will provide a copy of all infection control policies and practices upon ratification and will notify the Union of any updates to the policies and practices.

3.10 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to provide release time to participate in contract negotiations. Negotiations Release Time will be taken as PTO unless the employee elects in writing to take the time as unpaid. The employee shall be responsible for requesting the time off from his or her supervisor within a reasonable time frame following confirmation of bargaining dates. Time off shall be subject to management approval based on patient care considerations.

ARTICLE 4 - DEFINITIONS

4.1 Full-Time Registered Nurse. A nurse who is regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period, or a nurse regularly scheduled to work three (3) twelve (12) hour shifts within a week or a nurse regularly scheduled to work ten (10) hours per day, four (4) days per week, or seven (7) consecutive days, followed by seven (7) consecutive days off and who has successfully completed the required introductory period.

4.2 Part-time Registered Nurse. An employee who is regularly scheduled to work at least thirty (30) hours per week, but less than forty (40) hours per week or sixty (60) hours within a fourteen (14) day period or a twelve (12) hour shift employee who is regularly scheduled to work at least thirty-six (36) hours in a fourteen (14) day period, and who has successfully completed the required introductory period. Subject to skill, competence, ability and availability, additional temporary straight time hours will be made available to part-time.

4.3 Introductory Nurse. A nurse who has been hired by the Employer on a full-time or part-time basis and has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous regular status employment, the nurse shall be designated as a full-time or part-time nurse, unless specifically advised by the Employer of an extended introductory period (not to exceed an additional sixty (60) days), the conditions of which shall be specified in writing. During the introductory period, the Employer retains the right to terminate introductory nurses without notice and without recourse to the grievance procedure.

4.4 Temporary Nurse. Temporary nurses are hired for a specified project or for a specified period of time, not to exceed six (6) months. An example would be vacation relief for a predetermined work schedule or a special project. Temporary nurses are not eligible for benefits and longevity steps. In the event a temporary nurse assumes a regular status position with no break in service, the nurse's employment anniversary date will be established as the beginning of the temporary employment for establishing longevity step wage increases, benefit accrual levels and eligibility periods for health insurance and pension. PTO and EIB benefits shall not be retroactively accrued.

4.5 Per Diem Nurse. A nurse hired to work on an intermittent basis during any period when additional work requires a temporarily augmented work force. Per diem nurses shall not accrue seniority or any benefit compensation. After one (1) year of employment, a per diem nurse who has worked more than eight hundred thirty-two (832) hours per anniversary year of employment may request a review of the employee's hours to determine whether those hours should be converted to a regular position and posted. Such requests shall be made in writing by the per diem employee to the manager and will be subject to a good faith review within thirty (30) calendar days. This review shall not apply to per diem employees who are working the hours on

a temporary basis to cover vacations, sick calls or leaves of absence, to cover posted, vacant positions or for special projects.

4.5.1 A per diem nurse must be current on all mandatory education requirements and be available to work a minimum of four (4) scheduled shifts each month including two (2) weekend shifts, at the approval of the manager, as well one (1) of three (3) summer holidays (Memorial Day, Independence Day, or Labor Day) and one (1) of three (3) winter holidays (Thanksgiving Day, Christmas Day, or New Year's Day).

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Employment Practices. The Employer and the Union shall not discriminate on account of a nurse's race, creed, color, religion, age, sex, marital status, veteran's status, national origin, gender identity, genetic information, disability, or sexual orientation provided that bona fide occupational requirements and the ability to perform the requirements of the job are not thereby waived.

5.2 Notice of Resignation. Nurses who have completed the required introductory period shall be required to give at least fourteen (14) calendar days' written notice of resignation. The Employer and the Union encourage nurses to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. The fourteen (14) day notice requirement shall not include any vacation without management approval. Failure to give the required written notice shall result in loss of accrued benefits. If the nurse does not comply with this notice provision, the nurse shall not be eligible for rehire. The Employer will give consideration to extenuating circumstances that make such notice by the nurse impossible.

5.3 Direct Deposit of Payroll Checks. The Employer will deposit a nurse's earnings each pay period into a bank account designated by the nurse. The nurse will receive a direct deposit pay stub reflecting number of hours worked, rates of pay, accruals for PTO and net pay deposited to the nurse's account.

5.4 Paycheck Errors. In the event the Employer or the nurse identifies a paycheck error, each must notify the other in writing within thirty (30) days of the pay error. Verified errors generally will be corrected on the next paycheck and in no event later than thirty (30) days of the payday that the error occurred. Nurses with an urgent financial need may request an exception to this rule. Neither party will have a responsibility to make any adjustment beyond the notification date. Any overpayments to a nurse will need to have a negotiated repayment schedule.

5.5 Personnel Files. Nurses shall have access to their personnel file. A nurse upon review of their personnel file may respond, in writing to any notes or notices in their file and their response will be maintained with the item.

5.6 Employer Meetings. Nurses shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. Nurses will be paid a minimum of two (2) hours when coming to the hospital for mandatory meetings on a scheduled day off, or before or after shift. The Employer will hold at least two meetings for all mandatory meetings, one (1) on day shift and one (1) on night shift.

5.7 Health and Safety Committee. The Hospital will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its house-wide Safety Committee in accordance

with all regulatory requirements. The purpose of this committee shall be to investigate safety and health issues and to provide input to the Hospital on education and preventive health measures for the workplace and its employees. The Committee shall include up to three (3) bargaining unit employees. All bargaining unit employees who serve on the Committee will be appointed by the Union. Employees must report immediate safety issues to their supervisors. All time spent in Safety Committee meetings will be on paid time.

5.8 Job Openings. Notices of vacancies in existing positions shall be posted for seven (7) calendar days in advance of filling the position in order to afford current employees the first opportunity to apply. Notice of vacant positions will be posted on the Employer's website. When a regular job opening occurs within the bargaining unit, seniority with the Employer shall be the determining factor in filling such vacancy, providing skill, competency, ability, prior job performance are considered equal in the judgment of the Employer. If a nurse is accepted for a new position, the nurse will be ineligible to apply for another position for a six (6) month period unless agreed to by the nurse's supervisor. This six (6) month requirement shall not apply to nurses who are unable to perform a job because of an injury, illness or disability certified by a physician.

5.9 Discipline and Discharge. No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" may include the concept of progressive discipline, however the Employer may skip a step in progressive discipline in cases of a serious nature. Upon request, a copy of all written disciplinary actions shall be given to the nurse. Nurses shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. A nurse may request the attendance of a Union representative during any investigatory meeting which the nurse reasonably believes may lead to disciplinary action.

5.10 Job Description. At the time of hire, the Employer shall furnish to the nurse a copy of the job description of the nurse's job classification. Each nurse will be given a copy of any changes made to their job descriptions after their date of hire.

5.11 Lactation Room. The Employer will comply with all legal requirements concerning lactation, including providing reasonable and necessary breaks for an employee to express breast milk for their nursing child.

5.12 Religious Accommodation. The Employer shall provide reasonable accommodation to nurses' bona fide religious practices provided such accommodations do not pose an undue hardship as defined under Federal and State law.

5.13 Restroom Equity. The Employer shall provide that all nurses have adequate access to all-gender restrooms in their work locations.

5.14 Contracting Out. The Employer agrees to give the Union at least sixty (60) days advance written notice prior to subcontracting work that will result in a layoff of bargaining unit members. The Employer will meet with the Union within one (1) week of the written notice to begin good faith discussions related to the subcontracting.

ARTICLE 6 – SENIORITY

6.1 Seniority. Seniority shall be defined as a full-time or part-time nurse's continuous length of service with Wellfound from most recent¹ date of hire. Seniority shall not apply to a

nurse until completion of the required introductory period. Upon satisfactory completion of this introductory period, the nurse shall be credited with seniority from most recent date of hire. A per diem nurse who has had his/her position converted to regular status and whose introductory period has been waived as described in Section 4.5.2, shall also be credited with seniority from the most recent date of hire at Wellfound.

6.2 Layoff. A layoff is a permanent or prolonged reduction in the number of nurses employed by the Hospital. Seniority shall be the determining factor providing that skill, competency and ability in a specific area and prior documented job performance are considered equal in the opinion of the Employer. Twenty-one (21) days' advance notice (or pay in lieu thereof, prorated for part-time nurse's) shall be given to the Union and to those nurses affected by the layoff. Upon request, the Employer and the Union will meet to review the order of layoff. This section shall not apply to low census conditions.

6.3 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, nurses will be reinstated in the reverse order of the layoff providing skill, competency and ability in a specific area and prior documented job performance are considered equal in the opinion of the employer. Upon reinstatement, the nurse shall have all previously accrued benefits and seniority that were in existence as of the date of the layoff restored. Any recall of nurses out of seniority will be communicated to the Union delegate. Nurses on layoff may apply for part-time or per diem positions that may come available without waiving their right to recall.

6.4 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, failure to return to work when recalled, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

6.5 Roster. In the event of a layoff, the Union will be provided with a seniority roster. Upon request, the Union and Employer will meet to review the layoff and recall process. The Union will be advised periodically as to who has been recalled from layoff.

6.6 Low Census. Low census shall be defined as a decline in patient care requirements or a period of low need resulting in a temporary staff decrease. During periods of low census, the Employer will endeavor to equitably rotate mandatory low census among all available employees by shift providing skill, competence and ability are adequate to meet patient care needs. Subject to the ability to do so without penalty under agency contracts, agency employees will be released from work prior to implementing low census provided the remaining employees in the unit or department possess the skills, ability and experience to perform the required work and patient safety is not a factor in the judgment of the Employer (the Employer will make a good faith effort to negotiate agency contracts that allow for agency staff to be released without penalty; upon request, the Employer will provide to the LMC a report on contracts and the number of agency workers who can be low censused without financial obligation to the Employer). When scheduled staff exceeds patient care needs, the Employer would intend to reduce its staff in the following cut order:

1. Employees working in any time and one-half (1 1/2) or double time (2x) condition (excluding employees receiving rest between shift premium pay)
2. Requested cut. (Volunteers)
3. Per Diem

4. Part-time working above their FTE
5. Mandatory rotational cut, beginning with least senior nurse

Cut hours will be applied in the above order by reverse seniority providing skill, competency, and ability in a specific area are considered equal by the Employer.

Voluntary low census will not count towards rotation cuts. Employees experiencing reduced hours will be given first consideration for additional hours of work provided they notify management in writing of the dates and shifts they are available. If an employee is inadvertently cut out of turn, the mistake will be remedied on the next rotation or as soon as possible. Cut lists will be available in the staffing office for employees to view on request.

The Employer will give at least one and one-half (1 1/2) hours' notice in advance of the scheduled shift of pending cut hours. If the Employer does not attempt to notify the employee at least one and one-half (1 1/2) hours in advance of the shift and the employee reports to work, the employee will be provided, at management's discretion, with two (2) hours of work, or two (2) hours of pay at straight time. If the Employer does attempt to notify the employee within the deadline but fails to reach the employee, the Employer will not be required to pay the two (2) hour guarantee.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Workday. Unless otherwise provided, below, a normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours, or a twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours, based on the Employer's discretion.

7.2 Work Week. The normal work week shall consist of forty (40) hours of work (or thirty-six (36) hours for a twelve (12) hour nurse) within a seven (7) day period or eighty (80) hours (or seventy-two (72) hours for a twelve (12) hour nurse) within a fourteen (14) day period. The workday and work week specified in this Article shall not constitute guaranteed hours of work. Subject to patient care considerations, the Employer will make a good faith effort not to schedule employees six (6) or more consecutive days.

7.3 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for work performed beyond forty (40) in a work week. All overtime must be approved in advance by the manager. For purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential. Time paid for but not worked shall not count as time worked for purposes of computing overtime.

7.4 Meal/Rest Periods. Nurses shall receive an unpaid thirty (30) minute meal period during each regular workday. Employees shall receive one (1) fifteen (15) minute paid rest period during each four (4) hours of work. During rest periods, employees shall remain on the Employer's premises. The application and administration of this section shall be consistent with State law. Management will ensure that nurses will be provided a method to indicate if the nurse missed breaks or missed lunch.

7.5 Weekend Scheduling. Nurses covered by this Agreement may be required to work weekends. The Employer will make a good faith effort to rotate weekend work in a fair and equitable manner, based on patient care needs. Nothing in this section shall preclude nurses from volunteering to work consecutive weekends.

Weekend work shall be scheduled so as to allow every other weekend off. This shall not apply to nurses who trade weekends or volunteer for additional weekend work.

The weekend shall be defined for the first (day) and second (evening) shift nurses as Saturday and Sunday. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night.

Subject to advance approval, nurses may request the trading of weekends. This section shall not apply to per diem employees.

7.6 Rest Between Shifts. Each nurse shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed to between the nurse and the Employer. In the event that a nurse is required to report to work in less than ten (10) hours following the completion of the previous shift, the time worked between shifts and time worked on the subsequent shift shall be paid at the rate of one and one-half (1 ½) times the regular rate, up to ten (10) hours total. There will be no scheduling of split shifts except by mutual agreement. This section shall not apply to in-service educational offerings, committee meetings, staff meetings or standby and callback assignments pursuant to Article XX.

7.7 Availability of Hours. Part-time and per diem nurses desiring additional hours up to full-time shall notify the manager in writing. Requests shall be considered based on availability and ability to do the work. Subject to skill, competence, ability and availability, part-time nurses will be offered additional temporary straight-time hours before per diem nurses are utilized.

7.8 Innovative Work Schedules. Innovative work schedules are schedules that require a change, modification or waiver to this Agreement. Innovative work schedules may be established in writing by the Employer and the nurse or nurses involved. Where innovative work schedules are utilized, the Employer retains the right to revert back to a normal workday schedule or 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(s).

7.9 Posting of Schedules The Employer retains the right to adjust work schedules and to maintain an efficient and orderly operation. The Employer shall determine and post work schedules fourteen (14) calendar days immediately preceding the date on which the schedule is effective, and for the following six (6) weeks. Except for emergency conditions involving patient care, low census conditions and other unforeseeable conditions beyond the Employer's control, individual scheduled hours of work set forth on the posted work schedule may only be changed by mutual consent. In all cases, reasonable good faith effort will be made to notify all affected parties when a change is made. Nurse-initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

7.10 No Pyramiding. There shall be no pyramiding or duplication of any compensation paid at the rate of time and one-half (1 1/2), except as per Section 9.8.

7.11 Unit Merger/Restructure. The Employer will provide the Union with at least thirty (30) days' advance notice of its intent to create home units. During this thirty (30) day period, the Employer and the Union will, upon request, meet to discuss the changes including the effects of the change on nurses, at which time the union may provide input regarding the changes, and propose alternatives. The parties recognize the final decision regarding the unit merger/restructure lies with the Employer.

7.12 Work on Day Off. Full-time employees called in on their regularly scheduled day off will not have their schedule altered to avoid paying overtime.

ARTICLE 8 – COMPENSATION

8.1 Wage Schedule. Exhibit “A” attached hereto and made a part of this Agreement shall be the schedule of wages which shall apply effective the dates indicated therein.

8.2 One Time Audit. Within sixty (60) days following the date of signing of this Agreement, an employee may request Human Resources to review the employee’s placement on the wage scale for accuracy. Human Resources will determine wage scale placement based on the terms of this Agreement, using information provided by the employee at the time of hire.

8.3 Recognition for Past Experience. A nurse coming into the bargaining unit will be placed on the wage scale at a step commensurate with the nurse’s years of experience as a registered nurse (two (2) years of LPN experience will count as one (1) year of RN experience for purposes of step placement). Nurse step placement will be based on materials submitted at the time of hire.

8.4 Night Shift Differential. For any shift in which a nurse is assigned to work a majority of hours after 7:00 pm, the nurse shall receive a night shift differential of four dollars twenty-five cents (\$4.25) for every hour worked on the shift.

8.5 Weekend Premium. A weekend premium of three dollars (\$3.00) is provided for night shift employees who work any regularly scheduled hours between 7:00 pm Friday to 7:00 am Sunday. Day shift employees who work any regularly scheduled hours between 7:00 am. Saturday to 7:00 p.m. Sunday will receive a weekend premium of three dollars (\$3.00). Weekend premium pay does not apply during regular standby/on call or callback assignments, or when work on weekend is performed without the Supervisor's authorization.

8.6 Standby Pay. Nurses who are assigned by the supervisor as a formal commitment to remain ready to respond for a call to return to work from off premises during a specified period of will be paid standby pay at a rate of two dollars seventy-five cents (\$2.75) per hour. Standby hours will not be counted as hours worked for the purposes of computing overtime, seniority, or eligibility for benefits.

8.7 Callback Pay. Hours worked as a result of being called back to work from standby status shall be compensated at a rate of one and one-half times the employee's regular rate of pay for a minimum of three (3) hours. If the nurse has the option of leaving the premises during the three (3) hour guarantee period for call back, the nurse does not receive an additional three (3) hour minimum if called back during that original three (3) hour guarantee period.

8.8 Charge Nurse Premium. Nurses who are assigned by their manager to a Charge Nurse role for the shift shall receive two dollars twenty-five cents (\$2.25) premium for hours worked as

a Charge Nurse.

8.9 Per Diem Pay in Lieu of Benefits. Per Diem nurses shall receive a fifteen percent (15%) premium in lieu of benefits to their regular rate of pay for all hours worked.

8.10 Certification Pay. A premium of one dollar fifty cents (\$1.50) will be paid per hour for a nurse who holds a PMH-BC certification through the ANA.

ARTICLE 9 – PTO/VACATION

9.1 Paid Time Off (PTO). Paid Time Off (PTO) combines vacation and holidays. Wellfound provides for the accrual of Paid Time Off (PTO) hours to be made available to eligible nurses on their ninetieth (90th) day of employment. Accrued PTO can be used for observed Wellfound holidays before the ninetieth (90th) day of employment.

9.2 Eligibility. Regular status nurses whose assigned FTE is .6 or above will accrue PTO upon hire or upon transfer into a benefit-eligible position. Eligible nurses must be scheduled to work at least twenty-four (24) hours per week on a regular basis to accrue PTO. Temporary, per diem (as needed), or nurses working less than twenty-four (24) hours per week are not eligible to accrue PTO.

9.3 PTO Accrual. PTO accrual below is based on two thousand eighty (2080) annual hours, forty (40) hours per week. Part-time nurses whose assigned FTE is .6 (twenty-four (24) hours per week) or above will be pro-rated accordingly. Accruals shall be compensated at the nurse's regular rate of pay for their scheduled position to include shift differential when applicable. Paid accruals do not count toward the calculation of overtime.

Years of Service	Accrual (per hour worked)	Maximum Accrual
0 to 2	0.12	248
3 to 5	0.13	268
Over 5	0.17	348

Nurses are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event a nurse may choose to either utilize accruals or to take cut hours. Nurses may not access accruals when they are off work due to a disciplinary suspension. Nurses may not access accruals that would result in a negative balance. Nurses will be denied vacation requests if their PTO balance does not contain sufficient accruals to cover the requested time off. In this situation, a nurse may request an unpaid leave of absence.

9.4 PTO Maximum Cap. Nurses may accrue PTO up to a maximum of their annual accrual. For example, a first-year nurse can accrue PTO up to a maximum of two hundred forty-eight (248) hours. Nurses who reach the maximum allowable PTO accrual will no longer accumulate PTO over that amount and will begin accruing again once the nurse's accrual is below the annual cap, except under unusual circumstances and when approved by the Employer in writing.

9.5 PTO Scheduling. PTO will be scheduled by mutual agreement; however, the Employer retains the right to grant PTO in such a way as will least interfere with patient care and workload requirements of the Hospital. For prime time (May 15 to September 15), nurses in a department shall be given preference in the choice of PTO dates on the basis of seniority, provided they submit to the Employer, in writing, their desired PTO dates not earlier than January 1 nor later than February 1 of each year, and the requests shall be approved or denied by March 1. PTO requests received after February 1 will be decided on a first come/first served basis, according to the date and time the nurse's supervisor received the request. The supervisor shall respond in writing within thirty (30) calendar days of the request.

9.5.1 Nurses are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event a nurse may choose to either utilize accruals or to take cut hours. Nurses may not access accruals when they are off work due to a disciplinary suspension. Nurses may not access accruals that would result in a negative balance. Nurses will be denied vacation requests if their PTO balance does not contain sufficient accruals to cover the requested time off. In this situation, a nurse may request an unpaid leave of absence.

9.6 Premium Pay Days (Holidays). Paid time for seven (7) recognized holidays is included in a full-time nurse's PTO accrual bank. Part time nurses who regularly work twenty-four (24) hours or more accrue PTO based on FTE status and are eligible to use accrued PTO for the observed holidays. Some departments may choose to close on certain days of the year. Nurses should check with their supervisor for a list of those days.

9.6.1 Department Closure on a Holiday. In the event a department is closed on a holiday which is also a nurse's regularly scheduled workday, that nurse must access their PTO accruals unless they pick up an extra shift to make up for the missed holiday workday within the same pay period. If a department closes for any additional day(s) during the holiday time period (i.e., extending a holiday weekend), nurses may choose to access their PTO for these additional day(s) or take cut hours instead.

9.6.2 Premium Pay Days. Premium Pay Days are as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- One (1) Floating Holiday to be taken in the year earned

9.6.3 Premium Pay Hours. For premium pay purposes, the holiday time period is from 11:00 p.m. on the date before the observed holiday to 11:00 pm on the day of the holiday. An example is the period from 11:00 p.m. December 24th to 11:00 p.m. December 25th shall be recognized as Christmas. The time period from 11 p.m. December 31st to 11:00 p.m. January 1st shall be recognized as New Year's Day.

9.6.4 Premium Pay and PTO Access for Holiday Work. Any nurse who works on a designated Premium Pay Day will be paid time and one-half (1-1/2) for all hours worked on that day as defined above. In addition, nurses may also access their PTO accruals for

up to their regular shift length on any Premium Pay Day. For example, an eight (8) hour shift nurse who works five (5) hours on a designated holiday will receive five hours of premium pay at time and one-half; additionally, the nurse may choose to access eight hours from their PTO bank, which would be paid at straight time.

9.6.5 Staffing for Holidays. Supervisors will make an effort to equitably assign premium pay workdays among nurses. When staffing for Premium Pay Day coverage, the supervisor will first seek volunteers. If enough volunteers are not found, the supervisor will designate employees to work on Premium Pay Days. If this designation will result in an increase in scheduled work hours for a nurse, the supervisor will notify the nurse of this fact prior to posting the work schedule (unless it is a short notice coverage situation). In the interest of fairness to all nurses when granting holiday time off for Thanksgiving, Christmas and New Year's Day, each nurse may submit a list of the nurse's order of preference (if any) for those holidays, and the Employer will grant the day off to the nurse based on seniority subject to staffing requirements. The Employer will rotate holidays such that a nurse who is granted one of these days off may not receive that day off the following year.

9.7 Sick Leave. Nurses will accrue sick leave at the rate of one (1) hour for every forty (40) hours worked. Sick leave shall be administered in accordance with RCW 49.46.210, et seq. A nurse who has exhausted the nurse's PTO balance may use available sick leave for non-illness related reasons provided the employee has sick leave available to use at the beginning of the requested leave for non-illness related reasons.

9.8 Notification Requirements. In case of illness or other personal emergency requiring a short notice absence, the nurse is required to notify their supervisor or designee immediately, but not less than two (2) hours or as soon as practicable prior to the beginning of their shift, or in compliance with any other facility or department-specific policy. Failure to provide appropriate notice of a short notice absence will result in corrective action.

9.9 Notification of Serious Health Condition. It is a nurse's responsibility to notify their supervisor immediately if their short notice absence is due to a medical condition of their own or their qualifying family member so that the supervisor can provide the nurse with the appropriate leave of absence (e.g., Washington Family Care Act, Family Medical Leave Act, Washington Paid Sick Leave or other state leave) if applicable. Protected absences will not count as a short notice occurrence on the nurse's attendance record. The Employer will comply with any required notification of protected leaves.

9.10 PTO Cashout Upon Employment Separation. For nurses who have worked at Wellfound for more than two (2) consecutive years, Wellfound will cash out fifty percent (50%) of the nurse's accrued but unused PTO in accordance with IRS regulations, when the nurse retires or resigns in good standing and the nurse works the notice period set forth in Article 5.2.

ARTICLE 10 – LEAVES OF ABSENCE

10.1 Family and Medical Leave (FMLA). The Employer will follow applicable state and federal laws regarding family and medical leave. As required by the Family Medical Leave Act of 1993 (FMLA), upon completion of one (1) year of continuous employment, any nurse 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 for any other purpose provided for under the FMLA. The Employer shall maintain the nurse's health benefits during this leave, as long as the nurse continues to pay their share of insurance premiums. If a particular period of leave qualifies under the FMLA and/or state law and this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitation and conditions set forth in the federal and state law and shall not be more broadly construed.

10.2 Military Leave. Any nurse serving in the U.S. Armed Forces will be granted leave in accordance with federal and state laws to attend required training as a reservist or guard member, or when called to active duty. Procedures for accessing said leave are detailed in the Military Leave policy.

10.3 Jury Duty. Regular status full-time and part-time nurses will be granted time off with pay for jury duty and when called to be a witness on behalf of the Employer in any judicial proceeding. The nurse must give the Employer immediate notice of the call for jury duty and provide the Employer with a copy of the summons. Nurses subpoenaed for proceedings not involving the Employer will be required to use PTO or take time off without pay if PTO is not available.

10.4 Washington Paid Family and Medical Leave (WPFML). The Employer will provide WPFML benefits through the state-run insurance program and in accordance with the laws of the State of Washington. The Employer and nurses will allocate the premium share as set forth in the law.

10.5 Bereavement Leave. Up to three (3) scheduled workdays of paid leave may be granted to attend the funeral or memorial service following the death of an immediate family member. Up to five (5) scheduled workdays of paid leave may be granted if the funeral or memorial service is held out-of-state. Immediate family, for purposes of determining bereavement leave only, shall be defined as parent, grandparent, wife, husband, brother, sister, child, grandchild, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, or immediate stepfamily. Nurses must request bereavement leave by contacting their immediate supervisor as soon as the need for such leave is discovered.

10.6 Other Leaves. Other leaves mandated by federal, state or local law shall apply and the Employer will administer such leave in conformity with those laws.

10.7 Reinstatement from Leave. A nurse will be entitled to reinstatement from a leave of absence as follows:

a. FMLA and WPFML Leave: The Employer shall reinstate the nurse to the nurse's former or equivalent position at the conclusion of the leave, in accordance with the requirements of the FMLA and WPFML.

b. Military Leave: A nurse returning from a military leave will be reinstated as required by law.

c. Jury Duty Leave: A nurse will be reinstated to the same or similar position following jury duty.

10.8 Executive Board Leave. Subject to staffing and scheduling considerations, the Employer may approve unpaid time off for up to the number allowed under the Union's bylaws

for bargaining unit members who are on the union's Executive Board to attend union Executive Board meetings.

ARTICLE 11 – EMPLOYEE BENEFITS

11.1 Group Medical/Dental/Vision. The Employer will offer group medical, dental and vision insurance on the same terms as for non-bargaining unit employees. Nurses are eligible to enroll in the Employer's benefit program on the first of the month following or coincident with thirty (30) days of continuous employment. Benefits, eligibility and employee contributions shall be defined by the Employer's plan. By September 15th of each year, the Employer will notify the union of any potential changes the Employer's broker recommended during the Health Insurance selection process. By October 15th of each year the Employer will share with the Union any changes the Employer intends to make to healthcare. Upon request, the Employer will meet and confer with the union to discuss any changes to benefits, eligibility and employee contributions prior to implementation.

11.1.1 Healthcare Committee: The Union and the Employer shall create a committee to meet three months prior to the Employer making a decision on healthcare for the following year, and up to one month after the decision is made; the meetings shall be on paid time for up to two (2) hours per month. The committee shall consist of up to five (5) members from each side. The committee shall discuss ways to improve healthcare for all members and explore alternative plans that meet the needs of the Hospital and employees.

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

11.3 Workers Compensation. The Employer shall provide Workers' Compensation insurance or equivalent for all employees. The Employer may deduct only the amount mandated by law to be deducted from employee's pay.

11.4 Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance for all employees.

ARTICLE 12 – LABOR-MANAGEMENT COMMITTEE

12.1 The Employer, jointly with the elected representatives of the nurses, shall establish a Labor-Management Committee to assist with personnel and other matters of mutual interest. The purpose of the Labor-Management Committee is to foster improved communications between the Employer and nurses, as opposed to individual complaints. The function of the Committee shall be limited to an advisory capacity rather than a decision-making capacity and shall have no bargaining authority.

The Labor-Management Committee shall be composed of up to four (4) nurses appointed by the Union and up to four (4) Employer-designated representatives of management. All members of the Labor-Management Committee shall be employees of the Employer.

A union representative may be invited to attend Labor-Management meetings but shall not be a member of the Committee. The Committee shall meet every other month, or as often as mutually

agreed. Some items of discussion may be more appropriate for specific units rather than the Labor Management Committee as a whole. In such instance, a temporary subcommittee of the Labor Management Committee may be formed. The Employer will pay up to four (4) Union-appointed nurses one (1) hour of pay each for committee attendance, up to six (6) times per year. The Labor-Management Committee may invite up to two (2) service and support staff to attend a Committee meeting to act as resources and to provide information and input on specific agenda items under Committee consideration.

12.1.1 Equity and Inclusion. Issues regarding equity and inclusion of employees at the Employer shall be a standing Labor Management Committee agenda item, and the Committee shall identify and develop applicable data to inform its advisory role. Such data could include, but is not limited to, Employer EEO-I demographic reports, data regarding work status changes for bargaining unit members (subject to employee confidentiality accommodations), and employer policies relating to discrimination and equity and inclusion. There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Committee.

ARTICLE 13- GRIEVANCE PROCEDURE

13.1 Grievance Defined. A grievance is defined as an alleged breach of the specific terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

13.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 9.8 hereof shall be deemed to end at 4:30 p.m. on the next business day. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

13.3 Terminations. Grievances resulting from the termination of employees may be filed at Step 2, below.

13.4 Grievance Procedure. A grievance shall be submitted to the following grievance procedure.

Step 1: Nurse and Immediate Supervisor. If a nurse has a grievance, the nurse must first present the grievance in writing to the nurse's immediate supervisor or designee within fourteen (14) calendar days from the date the nurse knew or had reason to know of the facts giving cause for the grievance. Upon receipt thereof, the immediate supervisor shall meet with the nurse and attempt to resolve the problem within fourteen (14) calendar days. The supervisor shall respond in writing to the nurse within fourteen (14) calendar days following the meeting with the nurse.

Step 2: Nurse, Union Representative and Chief Nursing Officer (CNO) (or Designee). If the matter is not resolved to the nurse's satisfaction in Step 1, the nurse shall present the grievance in writing (setting forth the detailed facts concerning the nature of the

grievance, contractual provisions allegedly violated and relief sought) to the CNO (or designee) within fourteen (14) calendar days of the immediate supervisor's decision. The CNO and/or designee shall endeavor to meet with the parties within thirty (30) days and issue a written reply within fourteen (14) calendar days following the meeting of the parties.

Step 3: Nurse, Union Representative and Chief Executive Officer (CEO) (or Designee). If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the CEO (or designee) and Human Resources (and/or designee) within fourteen (14) calendar days of receipt of the Step 2 response. The CEO (or designee), Human Resources (or designee), the nurse and the Union Representative shall meet within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The CEO or designee will issue a written reply within fourteen (14) calendar days of the meeting of the parties.

Step 4: Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply from the CEO or designee. Within seven (7) calendar days of the notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators from Oregon and Washington shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall confine himself/herself to the issue submitted for arbitration and 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 the Agreement as they may apply to the specific facts of the issue in dispute.

Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including attorney's fees, shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 14 – NO STRIKE/NO LOCKOUT

During the term of this Agreement, the Union, its agents or representatives, members of the bargaining unit, and/or persons acting in concert with them shall not incite, encourage, cause or participate in any work stoppage, interruption or interference with the operation of the Employer of any kind for any reason, such as strike, sympathy strike, picketing, sit in, walkout, slowdown, sick-out, or other work stoppage or disruption of any nature whatsoever, nor will the Employer lock out its nurses. In the event of any such action or the threat thereof, the Union and its officers will do everything within their power to end or avert same. Any nurse participating in such action will be subject to disciplinary action in accordance with the Employer's policies. This clause shall not be in effect upon expiration of the contract.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

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

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

15.3 Past Practices. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer will communicate any changes in material past practices to the staff in advance of the change.

ARTICLE 16 – STAFFING

16.1 Wellfound is responsible for the development and implementation of all staffing plans for nursing. Cooperation between Wellfound and the Union is an important principle regarding patient care needs and staffing levels. To this end, it is recognized that nursing input into staffing decisions affecting patient care is desirable. Staffing plans are reviewed and modified as necessary, at least annually in accordance with the Hospital budget process.

16.2 Staffing and Nurse Staffing Committee Wellfound shall maintain a Nurse Staffing Committee. The Nurse Staffing Committee shall be composed of up to four (4) nurses appointed by the Union and up to four (4) Employer-designated representatives of management. All members of the Committee shall be employees of the Employer. The Committee shall meet every other month for up to two (2) hours per meeting unless it is agreed to meet on a different schedule. The Hospital will welcome the Nurse Staffing Committee's input and seek other staff nurse input into the development and modification of the Hospital's formal staffing plan. The Hospital will make the staffing plan available in the facility. In the development of its staffing plan, the following variables should be considered: Patient care needs, patient activity (admissions, discharges and transfers), daily, weekly, monthly and seasonal census variations and patterns, patient length of stay, patient transports, use of patient restraints, level of nurse training and experience, number and training of support personnel (skill mix), patient care delivery model, unit geography and other possible variables. As it deems necessary, provisions of the Washington State Practice Act, the Rules and Regulations of the Washington State Nursing Commission and the Standards of Nursing as developed by the Joint Commission of Accreditation of Healthcare Organization will be applied by the Hospital in staffing plan development. With the Nurse Staffing Committee's input, the Hospital will update the staffing plan annually, or more frequently if it determines necessary. The Hospital will inform the Union, through the Nurse Staffing Committee, in the event of changes in the general staffing plan for nursing. The content of all staffing plans are not subject to the grievance procedure.

The Nurse Staffing Committee may recommend a staffing variance form to the CNO, who will provide a recommendation to the Forms Committee.

16.2.1 The Nurse Staffing Committee may invite up to two (2) non-registered nurse staff

to attend a Nurse Staffing Committee meeting to act as resources and to provide information and input on specific agenda items under committee consideration.

16.3 Temporary day-to-day adjustments to the staffing plans may be made based on the professional judgment of management with input from charge nurses and staff nurses in the unit. These decisions will take into consideration the items listed above as they relate to current patient care needs.

16.4 Staffing effectiveness will be reviewed at the Nurse Staffing Committee at least annually. Nurse specific measures will be reviewed by the Nurse Staffing Committee for those measures' effectiveness. The Nurse Staffing Committee will assist the Nurse Executive with the selection and monitoring of nurse specific measures. The Nurse Staffing Committee can make recommendations to the Nurse Executive based on its review of these findings. The Nurse Executive will formally respond to recommendations from the Nurse Staffing Committee within thirty (30) days.

16.5 Staffing Concerns. Should a nurse(s) believe there is an immediate workload/staffing problem, the nurse should bring that problem to the nurse's or nurses' manager's attention or, in the absence of the manager, the house supervisor as soon as the problem is identified. If a nurse(s) believes there is a continuous or potential workload/staffing problem, the nurse(s) should attempt to resolve the problem in discussions at the manager or house supervisor level. Continuous or potential workload/staffing problems discussed at this level that have not been resolved may be raised through the Nurse Staffing Committee. If the Nurse Staffing Committee makes that determination, a sub-committee consisting of an appropriate number of staff nurses (as determined by the Nurse Staffing Committee) who are from the affected area(s) and shift(s) experiencing the workload/staffing problem and appropriate representation of nursing management staff will meet to discuss the problem raised. The sub-committee(s) shall report its results to the Nurse Staffing Committee.

16.6 Should a new federal or state statute impose requirements on behavioral health hospital staffing plans, the Union and Employer may reopen this Article 16 for renegotiation if mandated by such law.

16.7 The Employer will not retaliate or engage in any form of intimidation of an employee who participates on or in engagement with the Nurse Staffing Committee or who complains about a staffing issue with hospital administration.

ARTICLE 17 – DURATION

This Agreement shall be effective August 24, 2023 and shall remain in full force and effect to and including August 31, 2026 and shall continue thereafter from year to year unless at least ninety (90) days, but not more than one hundred twenty (120) days, prior to August 31, 2026 or prior to August 31st of any subsequent year either party shall file a written notice with the other by certified mail, return receipt requested, of its desire to amend, modify or terminate this Agreement.

WELLFOUND BEHAVIORAL
HEALTH HOSPITAL



Angela Naylor, MSN, RN
Chief Executive Officer

Date: 9/10/2024

SEIU HEALTHCARE 1199NW



Jane Hopkins, RN
President

Date: 09262024

Jane Hopkins, SEIU Healthcare 1199 NW President



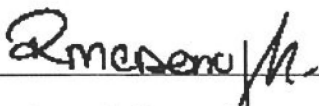
Leonora Ellis



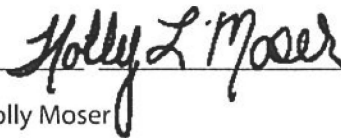
Tami Green



Laura Hammer



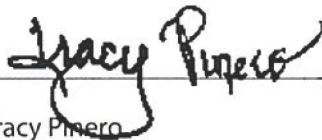
Rozalynne McDonough



Holly Moser



Anne Njoroge



Tracy Pintero



Laurel Titland

APPENDIX A

WAGE SCHEDULES

- Effective the second full pay period following the date of ratification: See 4/14/23 wage schedule plus +2.00%
- Effective first full pay period after September 1, 2024: +2.00%
- Effective first full pay period following September 1, 2025: +2.00%

Employees who would have moved to a higher step upon the attainment of an anniversary date that occurred between November 11, 2022, and the date of ratification will be placed at that step effective the second full pay period following the date of ratification.

Effective September 10, 2023																										
	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
RN*	\$ 39.53	\$ 40.51	\$ 41.53	\$ 42.56	\$ 43.63	\$ 44.72	\$ 45.84	\$ 46.98	\$ 48.16	\$ 49.36	\$ 50.60	\$ 51.86	\$ 53.16	\$ 54.49	\$ 55.85	\$ 57.24	\$ 58.68	\$ 60.14	\$ 61.65	\$ 63.19	\$ 64.77	\$ 66.39	\$ 68.05	\$ 69.75	\$ 71.49	\$ 73.28

Effective September 2024

	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
RN*	\$ 40.32	\$ 41.32	\$ 42.36	\$ 43.42	\$ 44.50	\$ 45.61	\$ 46.75	\$ 47.92	\$ 49.12	\$ 50.35	\$ 51.61	\$ 52.90	\$ 54.22	\$ 55.58	\$ 56.96	\$ 58.39	\$ 59.85	\$ 61.34	\$ 62.88	\$ 64.45	\$ 66.06	\$ 67.71	\$ 69.41	\$ 71.14	\$ 72.92	\$ 74.74

Effective September 2025

	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
RN*	\$ 41.12	\$ 42.15	\$ 43.20	\$ 44.28	\$ 45.39	\$ 46.53	\$ 47.69	\$ 48.88	\$ 50.10	\$ 51.36	\$ 52.64	\$ 53.96	\$ 55.30	\$ 56.69	\$ 58.10	\$ 59.56	\$ 61.05	\$ 62.57	\$ 64.14	\$ 65.74	\$ 67.38	\$ 69.07	\$ 70.79	\$ 72.56	\$ 74.38	\$ 76.24

APPENDIX B

Political Action Contribution Wage Assignment Authorization Form

Raising standards in our hospitals and clinics takes all of us... and the right healthcare leaders!

We're working together for safe staffing, ergonomic protections and worker safety, behavioral health funding for recruitment and retention, housing for us and for everyone, healthcare workforce development, wage improvements for our families, and racial justice. But we can't do it alone. We work hard to elect healthcare champions to stand with us. By talking to our co-workers, neighbors and the public about voting, we make the difference for our endorsed candidates.

We join together and contribute to the Healthcare Leadership Fund so we have the resources to elect healthcare champions who will stand with us when we need them from start to finish.

JOIN TODAY!



"Our Healthcare Leadership Fund is entirely funded by voluntary contributions from members just like you and me. We use it to elect people to office who will partner with us to support important issues like safer staffing so that our patients can receive the quality care they deserve while also safeguarding our rights to a strong union. Join me and contribute to our Healthcare Leadership Fund."

Grace Land, CSR Tech, MultiCare Good Samaritan Hospital



Join the Healthcare Leadership Fund today!

I hereby authorize a payroll deduction on my behalf to withhold the indicated amount to be forwarded to SEIU Healthcare 1199NW.

☒ **\$11.99**

☐ \$ 7.00

☐ \$5.00

this makes the most difference

First name

Last name

E-mail

Employer

Job Class

Signature

Date

I authorize my employer to deduct the amount indicated from each of my paychecks and forward that amount to SEIU COPE. I understand that 1) I am not required to sign this form or make COPE contributions as a condition of my employment by my employer or membership in the union; 2) I may choose not to contribute without any reprisal; 3) only SEIU members and union executive/administrative staff and only US citizens or legal permanent residents are eligible to contribute to SEIU COPE; 4) the amounts on this form are suggestions, and I may contribute more or less by other means without fear of favor or disadvantage from my employer or the union; 5) SEIU COPE uses the money for political purposes, including but not limited to, addressing political issues that impact working families and by contributing to and spending money in connection with federal, state and local elections. Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until discontinued in writing by me. My signature on this form shows that I have read and agree with these terms.



SEIUHealthcare.
United for Quality Care

MEMORANDUM OF UNDERSTANDING

2023-2026 Contract Negotiations

This is to confirm the understandings reached by the parties during their negotiations for the 2023-2026 Collective Bargaining Agreement:

1. Annual Leave Donations for Collective Bargaining.

Nurses participating in union negotiations will be eligible to receive donated annual leave hours from other bargaining unit employees subject to the following:

- a. Donations may be collected anytime during negotiations and up to fourteen (14) days post-ratification.
- b. Donations must be in increments of one (1) full hour of work, signed by the donor and submitted on a mutually agreeable form.
- c. Following ratification, SEIU will provide the Human Resources Department with copies of the signed/submitted donation forms and an Excel spreadsheet showing the distribution of hours for respective bargaining team members.
- d. Annual leave hours will be disbursed to respective bargaining unit members' annual leave bank within two (2) pay periods following receipt of the disbursement instructions from the union.
- e. The donations and disbursements will be hour-for-hour.

2. Seniority Carryover for Former St. Joseph Medical Center Mental Health Staff. Staff who were hired from the Mental Health Unit of St. Joseph Medical Center and who were hired by Wellfound at the time of Wellfound's opening in 2019 shall have seniority recognized for purposes of wage scale placement and paid time off accruals.


3. PTO Balances. Effective the first full pay period following August 24, 2023, Nurses will have their PTO balances preserved at the amount in existence as of August 24, 2023.

4. Staffing Committee Agenda. The Nurse Staffing Committee may, as part of its agenda for the first committee meeting after August 24, 2023, establish its own agenda which can include 1:1 sitter assignments and related issues.

WELLFOUND BEHAVIORAL
HEALTH HOSPITAL


Angela Naylor, MSN, RN
Chief Executive Officer

SEIU HEALTHCARE 1199NW


Jane Hopkins, RN
President

