Agreement between SEIU Healthcare 1199NW
& St. Anne Hospital

St. Anne Hospital
2025–2028 Contract
RN Bargaining Unit



2025-2028

AGREEMENT

between

ST. ANNE HOSPITAL

and

SEIU HEALTHCARE 1199NW

(Registered Nurses)

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(RNs)

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Memorandum of Understanding
Letter of Understanding

2025-2028

AGREEMENT

Between

ST. ANNE HOSPITAL

and

SEIU HEALTHCARE 1199NW

(Registered Nurses)

This Agreement is made and entered into by and between St. Anne Hospital (hereinafter referred to as the "Employer") and SEIU Healthcare 1199NW, Service Employees International Union (hereinafter referred to as the "Union"). 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.

ARTICLE 1 RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full time, part time and per diem nurses employed as registered nurses by the Employer; excluding supervisory and administrative/management positions and all other employees.

During the life of this Agreement, the Employer agrees not to, and expressly waives any right it may have to, withdraw recognition concerning, or in any other way to challenge, the inclusion in the bargaining unit of any classification or job titles which are currently included in the unit on the grounds that they are or may be supervisors or supervisory. This does not apply to any change in the supervisory status of an individual that occurs as a result of a change in duties or a reconfigured position. This provision shall be enforceable through the grievance and arbitration provision.

1.2 New Positions. New job classifications established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. The Union shall be notified of any new classifications established by the Employer.

ARTICLE 2 UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership. All employees covered by this Agreement who are members of the Union on June 28, 2002, or become members of the Union after that date shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

2.1.1 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.1.2 Hold Harmless. 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 an employee's employment pursuant to this Article.

2.1.3 The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount of union dues deducted will be promptly transmitted to the Union via ACH transfer within five (5) days of the pay date, with HLF/COPE contributions sent separately. If paying by check due to system failure, dues and and fees will be transmitted no later than thirty (30) days after the pay period. 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, and dues deducted by pay period. 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 nurse authorizing the assignment of wages for the payment of Union dues 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 nurse.

2.3 Bargaining Unit Roster. Upon the signing of this Agreement and each month thereafter, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, home address, personal telephone numbers, personal email address when available, employee identification number, hire date, department, FTE status in hours per pay period, shift, unit and hourly rate of pay for each employee and year-to-date gross earnings. Each month the Employer will provide the Union with a listing of new hires and terminations during the preceding month including names and addresses. These lists shall be transmitted to the Union in a common electronic format.

2.4 Contract. Upon initial employment, nurses shall be given a copy of the current Agreement and a copy of the nurse's job description, as well as a Union membership application. This commitment is conditioned upon the Union providing sufficient copies of the Agreement and Union membership application to the Employer in advance.

2.5 Voluntary Political Action Fund Deduction. 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. (See Addendum E.) When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses 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 nurse 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 nurse.

2.6 New Employee Orientation. A union delegate/officer or designee may meet with new employees following hospital orientation (on the delegate/officer's or designee's unpaid time) to introduce employees to the Union and the Union contract. Attendance for the delegate and new employee(s) shall be voluntary and on unpaid time. The Employer will inform new employees to attend the union's new member orientation. The Employer will provide a list of bargaining unit attendees by the Friday prior to orientation. The employer cannot guarantee the accuracy of the list. The employer will make a good faith effort to notify the union if the orientation ends significantly earlier than scheduled.

2.6.1 New Employee Orientation - Virtual. If the Employer holds its new employee orientation virtually for any reason, the Union may meet with new employees virtually. In this case, the Union will provide the Employer with a link for the virtual orientation, which the Employer will then make available to new employees. A union delegate/officer or designee may meet with new employees (on the delegate/officer's or

designee's unpaid time) to introduce employees to the Union and the Union contract. Attendance for the delegate and new employee(s) shall be voluntary and on unpaid time.

ARTICLE 3 UNION REPRESENTATIVES

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other nonemployees 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.

3.2 Officers/Delegates. The Union shall designate its officers, delegates and alternate delegates from among nurses in the unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees. Subject to appropriate advance notice and scheduling requirements, Union officers, delegates and contract committee members may use one (1) shift per calendar year of their education leave to attend Union-sponsored training in leadership, representation and dispute resolution.

3.2.1 Union Executive Board. The Employer, at its discretion, may approve unpaid leave to bargaining unit members to attend union Executive Board meetings, delegate meetings, training sessions, leadership assemblies, conventions, or other union activities.

3.3 Bulletin Boards. The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Employer. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union Delegate or officer. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.4 Meeting Rooms. In accordance with Hospital policy, the Union may use designated meeting rooms of the Employer for meetings of the Local Unit, provided sufficient advance request for meeting facilities is made to the designated coordinator in Human Resources and space is available.

3.5 Negotiations. Subject to patient care requirements, the Employer will make a good faith effort to provide unpaid release time for employees participating in union negotiations (not to exceed one (1) employee per unit), providing the employee notifies the Unit Director as soon as the employee has knowledge of future meeting dates. Employees participating in union negotiations will be eligible to receive donated annual leave from other nurses.

3.6 Annual Leave Donations for Collective Bargaining. Employees 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 until seven (7) 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. To ensure continued participation, disbursement of donated hours may occur prior to ratification as needed.

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.

ARTICLE 4 DEFINITIONS

4.1 Resident Nurse. A registered nurse whose clinical experience after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical training or experience. A resident nurse shall be assigned under the close and direct supervision of a designated preceptor during the Hospital's residency program and shall have limited responsibilities as defined by the supervisor. 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 individual nurse involved. A resident nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a staff nurse shall be compensated at the staff nurse rate of pay. Nurses working under close and direct supervision shall not be assigned charge duty or as a team leader without a staff nurse being present in the unit, except in cases of emergency.

4.2 Staff Nurse. A registered nurse who is responsible for the direct and indirect nursing care of the patient. An experienced registered nurse returning to practice who has recently and satisfactorily completed a nursing refresher course approved by the Director of Nursing Service shall be classified as a staff nurse for starting pay purposes.

4.3 Charge Nurse. A registered nurse who is assigned the responsibility for an organized unit. The definition of an "organized unit" shall be defined by the Employer. It is understood that units may be combined when appropriate due to patient care considerations, as determined by the Employer. A nurse who is assigned as charge nurse shall be paid for all hours worked as charge. Pursuant to the charge nurse job description, the charge nurse is responsible on a shift-to-shift basis, to maintain competencies or direct patient care and team leadership.

Job functions include, but are not limited to, responsibilities such as facilitating work flow, serving as a clinical resource to staff, making patient rounds, matching nursing competencies with patient needs, monitoring documentation and compliance with standards, promoting patient and environmental safety, relieving floor nurses so they can take their breaks and meal periods, and responding to consumer concerns. The Employer and the Union both recognize the importance of the Charge Nurse role. In circumstances of fluctuating census, sick calls, or emergencies, Charge Nurses may be expected to take a patient assignment in support of patient care. It will not be the department norm in Acute Care for the Charge nurse to have a patient assignment.

4.4 Preceptor. A preceptor is an experienced staff nurse proficient in clinical teaching who is specifically assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of a nurse/student enrolled in a defined program, the parameters of which have been set forth in writing. The preceptor is responsible for the specific, criteria based, goal directed education and training of a nurse/student assigned a preceptor for a specific training period. Nursing management will determine the need for preceptor assignments. It is understood that staff nurses in the ordinary course of their general professional nursing responsibilities will be expected to participate in the orientation process of new nurses. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new nurses. (The effectiveness of the preceptor program shall be annually reviewed by a subcommittee of the St. Anne Hospital-Partners in Clinical Education Steering Committee (PCESC) for discussion with the Labor-Management Committee.)

4.5 FullTime Nurse. A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period, and who has successfully completed the required introductory period.

4.6 PartTime Nurse. A nurse who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, and who has successfully completed the required introductory period.

4.7 Per Diem Nurse. A nurse employed to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Per diem nurses shall include nurses scheduled on an "on-call" basis. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity steps and shall be eligible for standby pay, callback pay, shift differentials and weekend premium pay. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A fulltime or parttime nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to fulltime or parttime status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Per diem nurses may be pre-scheduled for a shift, but only after regularly scheduled nurses assigned to that unit have had the opportunity to sign up for additional (non-overtime) shift(s). Per diem nurses will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions.

4.7.1 Per Diem Expectations. Per diem nurses must be available a minimum of three (3) scheduled shifts each month, or the equivalent in a six (6) month period at the approval of the Department Manager/Director, 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).

4.8 Introductory Nurse. A nurse who has been hired by the Employer on a fulltime or parttime basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall attain regular status unless specifically advised by the Employer in writing of an extended introductory period of up to an additional ninety (90) days. Resident nurses shall be subject to a six (6) month introductory period. During the introductory period, a nurse may be terminated without notice and without recourse to the grievance procedure.

4.8.1 Transfers and Promotions. When a nurse, who has successfully completed the new employee introductory period, is transferred or promoted to a different position in the bargaining unit, the nurse shall be subject to a special ninety (90) day review period to be oriented and for the nurse to show that the nurse can perform the duties of the new position to the Employer's satisfaction. If at the end of the ninety (90) days either the nurse or the Employer do not wish to continue the nurse in this new position, the nurse shall be returned to the nurse's prior position if it is still vacant. If the prior position is not vacant, the nurse may be considered for available positions for which the nurse is qualified under the job posting language of this Agreement or the nurse shall be laid off and placed on the recall roster.

4.9 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse's hourly wage rate (Section 8.1), shift differential when the nurse is regularly scheduled to work an evening or night shift (Section 9.1), charge nurse pay when the nurse has a regular (designated) charge nurse assignment (Section 9.5), and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (Section 8.5).

4.10 Length of Service. For purposes of this Agreement and the method of computing sick leave, annual leave, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2,080 hours of work. Effective on a going forward basis at ratification, nurses will receive step increases on their date of hire anniversary. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2,080 hours within any twelve (12) month period.

4.11 Seniority. Seniority shall mean a nurse's length of service as a registered nurse in the bargaining unit based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required introductory period, at which point the nurse shall be credited with seniority from most recent date of hire. Length of service as an employee of the Hospital shall be used to determine annual leave and benefit accruals.

ARTICLE 5 EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

5.1.1 Discrimination. The Employer and the Union shall not discriminate on account of an employee's race, creed, color, religion, age, sex, marital status, veteran's status, national origin, citizenship, language, gender expression/identity, genetic information, disability, or sexual orientation or presence of any sensory mental or physical disability, provided that bona fide occupational requirements and the ability to perform the requirements of the job are not thereby waived.

5.1.2 Harassment. The Employer is committed to providing a work environment free from unlawful harassment, including sexual harassment. The Employer will not tolerate actions, words, jokes, or other forms of harassing behavior based on an individual's protective status (as listed in section 5.1). The Employer shall provide annual training for all employees on the prevention of harassment, including sexual harassment, and appropriate response protocols. Retaliation against a grievant or witness for a grievance is prohibited.

5.1.3 Restroom Equity. The Employer shall provide all employees with adequate access to the nearest available all-gender restroom.

5.1.4 Religious Accommodation. St. Anne recognizes the diversity of religious beliefs among its employees and is committed to providing reasonable accommodation for employees' sincerely held religious beliefs, observances, and practices in accordance with Title VII of the Civil Rights Act and the Washington Law Against Discrimination.

5.1.5 Lactation Breaks. Breastfeeding employees may request access to a designated place for the expression of breast milk consistent with the hospital policy and applicable laws. Employees will be provided an area to be utilized, other than a bathroom, which is shielded from view and free from intrusion from coworkers and the public.

5.1.6 Language Protection. Employees have the right to communicate with each other in a language of their choice when not engaged in direct communication with, or while providing care or services to, a patient. When providing care, employees should not engage in a conversation of a social nature nor should employees engage in a conversation that does not relate to the care of the patient. Nothing herein is intended to limit employees' rights under the NLRA.

5.2 Notice of Termination. Nurses who have completed the required introductory period shall receive fourteen (14) days' notice of termination or pay (prorated for part time nurses) in lieu thereof including any accrued annual leave benefits, except in cases of discharge for just cause.

5.3 Notice of Resignation. Nurses shall be required to give at least twenty-one (21) days' written notice of resignation. This twenty-one (21) day notice requirement shall not include any annual leave unless approved by supervision. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the nurse impossible.

5.4 Discipline and Discharge. No fulltime or parttime nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action. The Union, at its discretion, is permitted to bring one additional representative to the investigatory meeting. An employee may make a written request to the Human Resources Department for removal of verbal and/or written warnings from an employee's personnel file after one (1) year if no further corrective action is taken during such one (1) year period. Any removal of disciplinary actions from an employee's personnel file shall be at the sole discretion of the Employer. If the Employer chooses to not remove a disciplinary action as requested by an employee, then the Employer shall inform the employee in writing the reason(s) for declining to remove the discipline.

5.5 Personnel File. Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. Upon an employee's request, the Employer shall provide one copy of the employee's personnel file per calendar year, at no cost, within 21 calendar days of receiving the request. Employees may provide a written response to any material contained in their personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse upon request.

5.6 Parking. Oncall nurses shall be provided parking within close proximity to the Hospital. The Employer will take reasonable steps to provide sufficient designated parking for nurses working evening and night shifts.

5.7 Floating. The Employer retains the right to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. Volunteers will be sought first when floating is necessary. Floating assignments will normally be confined to designated clinical groupings or to areas where the nurse has been adequately cross trained. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the Hospital will receive orientation appropriate to the assignment.

Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. If during the floating assignment the nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with supervision. Float nurses will be assigned charge by mutual consent. Floating assignments will normally be rotated within a unit, subject to skill, competence, ability, experience, and other patient care considerations in the opinion of the Employer.

5.8 Evaluations. The evaluation is a tool for assessing the skills of the nurse and for improving and recognizing the nurse's performance. Each nurse will be formally evaluated in writing prior to completion of the residency or introductory period and annually. The nurse's participation, including a self evaluation, is an integral part of the evaluation process. In addition, supervisors may use interim evaluations, credentialing or competency assessments throughout the year, which will be in writing, to ensure that timely feedback is given and performance goals established on work-related issues. Evaluations are not considered part of progressive discipline. The nurse will be given a copy of the evaluation. The nurse will be required to sign the evaluation acknowledging receipt thereof. The nurse will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. A peer evaluation system may also be utilized. Development and implementation of peer evaluations may be a topic of the Labor-Management Committee.

5.9 Communication. Nurses who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. Nurses concerned about safety issues should report them to their supervisor and the Safety Committee utilizing appropriate hospital reporting forms.

5.10 Job Openings. Notices of vacancies in existing positions at St. Anne Hospital shall be posted for at least seven (7) calendar days in advance of filling the position. Notices of vacancies shall be posted on the employer's web site. The following procedure will be used for filling vacancies when a regular scheduled job opening occurs within the bargaining unit. To be considered for such job openings, nurse must complete and submit an application for transfer through the employer's internal applicant website:

5.10.1 Qualified applicants from the same department as the vacancy will have priority over other applicants. Among qualified applicants, seniority will be the determining factor providing skill, competency, ability and prior job performance (during the prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer based on specified documentation and evaluations contained in the applicant's personnel file.

5.10.2 For positions not filled based on 5.10.1, qualified bargaining unit applicants will have priority over all other applicants. Among qualified bargaining unit applicants, seniority will be the determining factor providing skill, competency, ability and prior job performance (during prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer.

5.10.3 To be considered for such job openings, nurses must complete and submit an application for transfer through the employer's internal applicant website. A nurse who submits a completed application will receive email confirmation of receipt the same day. If the transfer cannot occur immediately, the Employer will make a good faith effort to transfer the nurse to the new position within six (6) weeks. All transfers will be made within 90 days. When a position is filled, the status of the nurse's application will be e-mailed to the nurse within two (2) days. Upon request, an unsuccessful applicant may contact the HR Department to obtain the identity of the employee awarded the position.

5.10.4 Per Diem Nurses. For job opening purposes, if more than one (1) per diem nurse applies, then the per diem nurse's life-to-date hours shall be the determining factor in filling such vacancy providing skill, competence, ability and prior job performance are considered equal in the opinion of the Employer. If a per diem nurse applies and there are also outside applicants, per diem nurses will be given preference in filling such vacancy providing skill, competence, ability and prior job performance are considered equal in the opinion of the Employer.

5.10.5 Additional Hours. It would be the intent of the Employer that ongoing increased hours of work on a specific unit and shift that are not the result of temporary leaves, vacancies, scheduling requests for time off, or temporary unexpected increases in patient volume or acuity would be posted and made available for current staff on the specific unit and shift to increase their FTE in accordance with Section 5.10.

5.11 Paycheck Errors. In the event the Employer or the employee identifies a paycheck error, each must notify the other in writing within thirty (30) days of the pay error. Verified errors will generally be corrected on the next paycheck and in no event later than thirty (30) days from the date of notification of the error. Employees with an urgent financial need may request an exception to this rule. Neither party will have a responsibility to make any adjustments beyond the notification date. Nothing in this section prevents an employee from filing a complaint with the Washington State Department of Labor & Industries regarding alleged wage and hour violations or alleged violations of workers' rights.

5.12 Inclement Weather and Disaster Response. The Employer and employees will follow and otherwise be subject to Policy 215.00, ("Inclement Weather and Disaster Response"). In accordance with the policy, employees may request to be housed on site if they are concerned about their ability to safely travel to and from the facility. Alternatively, with the approval of their immediate supervisor, employees may be provided a place to stay near the hospital. St. Anne will also provide meals and beverages.

ARTICLE 6 - SENIORITY—LAYOFF—LOW CENSUS

6.1 Layoff Defined. A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Hospital. Twenty-one (21) days' advance notice of layoff (or pay in lieu thereof to the nurse, prorated for part-time employees) will be given to the Union and to

nurses subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among those nurses on the unit(s) affected by the layoff. Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff to the date of the layoff. Upon request, the parties will meet for the purpose of reviewing the order of layoff. Agency nurses and introductory nurses on the affected unit will be released prior to laying off regular nurses providing skill, competence, ability, and experience are considered substantially equal in the opinion of the Employer.

6.2 Unit Layoff. If a unit layoff is determined by the employer to be necessary, nurses will first be designated for layoff on the shift in the unit affected by the reduction with the least senior nurse(s) on the shift being designated for layoff. Each nurse designated for layoff on that shift may displace the position (FTE) of the least senior nurse on another shift on that unit or the position (FTE) of the least senior nurse in the clinical group, providing the nurse displaced on the other shift or in the clinical group has less seniority. Any nurse subject to layoff may apply for another position from a listing of vacant positions within the Hospital or, if eligible, a position from the Low Seniority Roster (Section 6.5), providing the nurse is qualified for the position (Section 6.6) in the opinion of the Employer, based upon established criteria.

6.3 Unit Merger and/or Restructure. The Employer will provide the Union at least twenty-one (21) days advance notice prior to a unit merger or restructure. In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to determining the schedule, the Employer will meet with the nurses on the affected unit(s) to discuss the changes. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last). A nurse may choose voluntary layoff rather than bid on a position. Based upon these preference lists and any qualification requirements, the Employer will assign nurses to positions on the new/restructured unit based upon seniority. Nurses who are not assigned a position on the new or restructured unit may take voluntary layoff or select a position from a listing of vacant positions within the Hospital, may select the position (FTE) of the least senior nurse in the clinical group, providing the nurse displaced in the clinical group has less seniority, or, if eligible, a position from the Low Seniority Roster (Section 6.5), providing the nurse is qualified for the position (Section 6.6) in the opinion of the Employer, based upon established criteria.

6.4 Unit Closure. If a unit is closed, a listing of vacant positions within the Hospital and the Low Seniority Roster (Section 6.5) will be posted on the unit for at least seven (7) days. At the end of that seven (7) day period, nurses may take voluntary layoff, may select a position from a listing of vacant positions within the Hospital, may select the position (FTE) of the least senior nurse in the clinical group, providing the nurse displaced in the clinical group has less seniority, or, if eligible, a position from the Low Seniority Roster (Section 6.5), providing the nurse is

qualified for the position (Section 6.6) in the opinion of the Employer, based upon established criteria.

6.5 Low Seniority Roster. The "Low Seniority Roster" shall be a listing of the fifteen (15) least senior regular full-time or part-time nurses employed by the Hospital. The listing shall include unit, employment status (FTE) and shift. Any nurse identified for layoff whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to layoff. In the event a layoff exceeds the number of nurses appearing on the Low Seniority Roster, then the number of nurses on the Low Seniority Roster will increase to equal the number of nurses being laid off.

6.6 Orientation. A nurse will be considered eligible for a vacant position, the position of the least senior nurse in the clinical group, or a position on the Low Seniority Roster, if in the Employer's opinion, the nurse can become oriented to the position within four (4) weeks. If a nurse does not achieve a satisfactory level of performance in the opinion of the Employer based upon established criteria within this four (4) week orientation period, the nurse will be subject to layoff without further notice.

6.7 Rosters. If a layoff is announced, a current seniority roster will be available at the Human Resources Department with a copy provided to the Union, together with the Low Seniority Roster (Section 6.5) and a listing of any vacant positions. The vacant position listing shall include unit, employment status (FTE) and shift.

6.8 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. On a weekly basis, nurses on the recall roster will receive a listing of all vacant positions. Nurses subject to recall shall be responsible for notifying the Hospital of their willingness to fill a vacant position for which they are qualified. The most senior nurse responding will be reinstated first, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Any recall of nurses out of seniority will be communicated to the Union at the time of the recall. Acceptance of per diem work while on layoff will not affect an employee's recall rights. Nurses not on layoff assigned to a specific unit will be given preference for transfer to an increased FTE on the same shift or to another shift on that unit over all other nurses on layoff except more senior nurses returning from layoff status to their previous unit. Subject to the above qualifications, a nurse on layoff shall be offered reinstatement to vacant positions on the employee's former unit prior to any nurses being newly hired or any house wide transfers to that unit after any appropriate internal transfers have occurred.

6.8.1 Notification to Employer. Nurses on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Hospital. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten (10) day period following six (6) months, nine (9) months, twelve (12) months and fifteen (15) months of layoff, respectively. If the nurse fails to meet this notification requirement by the specified dates, or if the nurse fails to keep the

Employer notified of a current mailing address and home telephone number, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

6.9 Severance Pay. Upon completion of 4,160 hours, any full-time or part-time nurse subject to layoff may elect to voluntarily terminate employment with the Hospital and receive severance pay as set forth below. Any nurse electing this option shall not have recall rights (Section 6.8).

Severance Pay	Hours of Service (see Section 4.10)
3 weeks of pay	4,160 - 10,399 hours
4 weeks of pay	10,400 - 20,799
5 weeks of pay	20,800 - 31,199
6 weeks of pay	31,200 - 41,599
8 weeks of pay	41,600 +

The severance payment will be paid to the nurse in a lump sum on the nurse's last paycheck. Note: one (1) week = forty (40) hours of pay. Nothing herein shall prevent the parties from negotiating alternative terms in the event of a layoff.

6.10 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same clinical group, FTE and shift) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

6.11 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will first float nurses to meet staffing needs before determining and implementing the reduced staffing schedule required. The Employer will endeavor to rotate mandatory low census equitably among all nurses within a Clinical Group on a shift providing skills, competence, ability and availability are considered equal as determined by the Employer. Agency nurses will be released from work prior to implementing low census among staff nurses, providing other staff nurses remaining on the unit 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 reduction of staff will occur as follows:

First Cut -	Travelers (up to contractual maximum hours)
Next Cut -	Employees working in any time and one-half (1 1/2) or double time (2x) condition (excluding employees receiving rest between shift premium pay)
Next Cut -	Requested cut (volunteers)
Next Cut -	Per diem nurses
Next Cut -	Part-time nurses working above their FTE
Next Cut -	Mandatory rotational cut to include full-time and part-time nurses.

All low census time taken off (including voluntary low census) shall be counted for purposes of the rotation list.

Inadvertent or mistaken application of this provision shall be remedied on the next rotation or as soon as practical. The low census rotation list will be restarted each six (6) months, beginning with the least senior nurse. Nurses who are scheduled to work but are released from duty due to low census shall continue to receive medical and dental insurance coverage. Low census hours taken shall be considered hours paid for the accrual of all benefits and seniority not to exceed the nurse's regular FTE status.

6.11.1 Low Census Fund. Where mandatory low census (as opposed to voluntary low census) hours are required, the Employer will assign other nursing related duties, skill development or cross training consistent with organizational and patient care needs as determined by the Employer, up to a maximum of twelve hundred (1,200) hours per calendar year. Where low census hours exceed twelve hundred (1,200) hours on a Hospital-wide basis within a calendar year, then nurses will be released from work due to low census conditions, as provided for in Section 6.11. The Low Census Fund shall not be available to nurses during that period of time that the Employer is subject to a ten (10) day strike notice, as provided for by Section 8(g) of the Labor Management Relations Act, 1947, as amended.

6.11.2 Additional Hours. Nurses desiring additional hours should notify the Employer in writing, identifying their specific availability. Management will first offer additional scheduled hours in the assigned unit to those nurses who have made the request who have lost hours due to low census during their current or prior posted work schedule. When there are no nurses who have lost hours due to low census, the temporary hours will be filled on the basis of seniority, providing the nurse's skills, competence, experience, ability and availability are comparable in the opinion of the Hospital. A nurse who signs up for additional hours in compliance with departmental scheduling procedures will not be replaced by a nurse with more seniority who may request those additional hours. This commitment shall not apply if it results in overtime hours or the disruption of existing work schedules.

6.11.3 Low Census Standby. If a low census day is offered and it is uncertain whether the nurse will be needed for part of the shift, a nurse who agrees to be on standby will be paid standby pay. If a nurse has been notified of low census, but will be needed and agrees to a later start time on that shift, the nurse will not receive standby pay. If the nurse chooses not to take off a portion of the scheduled shift, the option will be offered to other staff.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one half (8 1/2) consecutive hours.

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.

7.3 Flexible Work Schedules. A flexible schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Flexible work schedules may be established in writing by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new flexible work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where flexible schedules are utilized by the Employer (including those flexible schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the flexible work schedule, after at least forty-five (45) days' advance notice to the nurse.

7.4 Work Schedules. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Work schedules of not less than four (4) weeks in duration shall be posted not less than fourteen (14) calendar days prior to the beginning of the scheduled work period. 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.

7.5 Overtime. Overtime shall be compensated for at the rate of one and one half (1 1/2) times the regular rate of pay for time worked beyond the normal full time work day (within a twenty-four (24) hour period) or normal full time work period. For overtime pay purposes, the twenty-four (24) hour period starts at the beginning of the nurse's regularly scheduled shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Excluding emergency situations, the Employer as a matter of policy shall not reschedule a nurse for extra work because of time off with pay. The Employer and the Union agree that overtime should be minimized. Subject to Subsection 7.5.2 below, reasonable mandatory overtime will be assigned equitably.

7.5.1 Double Time (2x). If a nurse works more than twelve (12) consecutive hours, all hours worked in excess of twelve (12) consecutive hours shall be paid at double (2x) the nurse's regular rate of pay. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one half (1 1/2x) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse will receive the highest pay rate. The double time (2x) provisions of this section shall not apply to time spent for educational purposes (CE days, educational leave, educational offerings, etc.)

7.5.2 Prohibition of Mandatory Overtime.

a. Preamble. The legislature of the State of Washington passed a law (SB 6675) which states as follows: "Washington State is experiencing a critical shortage of qualified, competent health care workers. To safeguard the health, efficiency, and general well-being of health care workers and promote patient safety and quality of care, the legislature finds, as a matter of public policy, that required overtime work should be limited with reasonable safeguards in order to ensure that the public will continue to receive safe, quality care."

b. Mandatory Overtime Prohibited. Subject to the exceptions set forth below, no nurse (subject to SB 6675) covered by this collective bargaining agreement may be required to work overtime. Attempts to compel or force nurses to work overtime are contrary to public policy. The acceptance by any nurse of overtime is strictly voluntary, and the refusal of a nurse to accept overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the employee.

c. Exceptions. This section does not apply to overtime work that occurs: (1) Because of any unforeseeable emergent circumstance; (2) Because of pre scheduled on-call time; (3) When the Employer documents that the Employer has used reasonable efforts to obtain staffing. An Employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages; or (4) when a nurse is required to work overtime to complete a patient care procedure already in progress where the absence of the nurse could have an adverse effect on the patient.

d. Definitions. (1) "Prescheduled on-call time" means on-call that has been scheduled in accordance with the normal scheduling provisions of this collective bargaining agreement. (2) "Reasonable efforts" means that the Employer, to the extent reasonably possible, does all of the following but is unable to obtain staffing coverage: (a) seeks individuals to volunteer to work extra time from all available qualified staff who are working; (b) contacts qualified employees who have made themselves available to work extra time; (c) seeks the use of per diem staff; and (d) seeks personnel from a contracted temporary agency. (3) "Unforeseeable emergent circumstance" means (a) any unforeseen declared national, state, or municipal emergency; (b) when a health care facility disaster plan is activated; or (c) any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services. (4) "Overtime" means the hours worked in excess of an agreed upon, predetermined, regularly scheduled shift within a twenty-four (24) hour period not to exceed twelve (12) hours in a twenty-four (24) hour period or eighty (80) hours in a consecutive fourteen (14) day period.

e. Record Keeping. It is the Employer's responsibility to maintain documentation to be in compliance with Subsection 7.5.2.

f. Consistent with Section 14.1, the Labor-Management Committee will address any issues that arise from the implementation of this Article.

7.6 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one half (1/2) hour. Nurses required to remain on duty or in the Hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall receive one (1) fifteen (15) minute break for every four (4) hours of work. Meal periods and rest periods shall be administered as provided by State law. The Employer shall not pressure, require, or coerce any employee into signing a waiver of meal and rest periods. Subject to prior approval, meal and/or rest periods may be combined. [Meal/rest periods for ten (10) and twelve (12) hour shifts are described in Addenda 1 and 2.]

7.7 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 will not apply where the Employer has made reasonable effort to notify the nurse at least two (2) hours in advance of the scheduled shift. [It shall be the responsibility of the nurse to keep the Employer informed of the best telephone number to use for such contact purposes (*e.g.*, cell phone).] Also, this commitment shall not apply to orientation or inservice programs scheduled by the Hospital where attendance is required.

7.8 Weekends. The Employer will make a good faith effort to schedule all regular full and part time nurses for every other weekend off. In the event a nurse works two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of time and one half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. This section shall not apply to per diem employees. Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition or premium pay condition pursuant to this section.

7.8.1 The availability of weekend work shall be determined by the Employer. The weekend shall be defined for 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.

7.8.2 This section shall not apply to employees who request the trading of weekends or request more frequent weekend duty.

7.8.3 Premium pay provided for in this section shall not apply to time spent for educational purposes.

7.8.4 Nurses requesting to work every weekend shall sign a waiver exempting their eligibility for this time and one-half (1 1/2) weekend premium.

7.9 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts except by mutual agreement. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

7.9.1 8 hour shift in scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts except by mutual agreement. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1 1/2).

This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

7.9.2 10 hour shift in scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled ten (10) hour shifts except by mutual agreement. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

7.9.3 12 hour shift in scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled twelve (12) hour shifts except by mutual agreement. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

7.10 Shift Rotation. Routine shift rotation is not an approach to staffing endorsed by the Employer. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis until the staff vacancies are filled.

7.11 Change in FTE Status. If a reduction in FTE is determined by the Employer to be necessary, the least senior nurse(s) on the shift on that unit will receive the FTE reduction. The Employer will first seek volunteers from the unit and shift to accomplish these changes. Any nurse subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the nurse's unit and shift. Any nurse subject to an involuntary reduction in their FTE of greater than a .2 FTE, or any involuntary reduction resulting in a loss of employee or dependent medical insurance coverage, will be placed on the Recall Roster.

7.12 Productivity. To better understand staffing for quality care, a Subject Matter Expert will attend the Hospital Staffing Committee, if invited by the committee and subject to availability, to explain productivity measures.

ARTICLE 8 COMPENSATION

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

Staff Nurse Rate of Pay:

Effective Ratification	
BASE	$ 46.05
YR 1	$ 48.02
YR 2	$ 49.89
YR 3	$ 51.85
YR 4	$ 53.82
YR 5	$ 55.64
YR 6	$ 57.61
YR 7	$ 59.53
YR 8	$ 61.52
YR 9	$ 63.45
YR 10	$ 65.98
YR 11	$ 67.79
YR 12	$ 69.63
YR 13	$ 71.02
YR 14	$ 72.45
YR 15	$ 73.90
YR 16	$ 75.39
YR 17	$ 76.89
YR 18	$ 78.43
YR 19	$ 80.00
YR 20	$ 81.61
YR 21	$ 83.04
YR 22	$ 84.49
YR 23	$ 85.96
YR 24	$ 87.47
YR 25	$ 88.34

Effective July 1, 2026	
BASE	$ 47.89
YR 1	$ 49.94
YR 2	$ 51.89
YR 3	$ 53.92
YR 4	$ 55.97
YR 5	$ 57.87
YR 6	$ 59.91
YR 7	$ 61.91
YR 8	$ 63.98
YR 9	$ 65.99
YR 10	$ 68.62
YR 11	$ 70.50
YR 12	$ 72.42
YR 13	$ 73.86
YR 14	$ 75.35
YR 15	$ 76.86
YR 16	$ 78.41
YR 17	$ 79.97
YR 18	$ 81.57
YR 19	$ 83.20
YR 20	$ 84.87
YR 21	$ 86.36
YR 22	$ 87.87
YR 23	$ 89.40
YR 24	$ 90.97
YR 25	$ 91.87

Effective July 1, 2027	
BASE	$ 49.81
YR 1	$ 51.94
YR 2	$ 53.97
YR 3	$ 56.08
YR 4	$ 58.21
YR 5	$ 60.18
YR 6	$ 62.31
YR 7	$ 64.39
YR 8	$ 66.54
YR 9	$ 68.63
YR 10	$ 71.36
YR 11	$ 73.32
YR 12	$ 75.32
YR 13	$ 76.81
YR 14	$ 78.36
YR 15	$ 79.93
YR 16	$ 81.55
YR 17	$ 83.17
YR 18	$ 84.83
YR 19	$ 86.53
YR 20	$ 88.26
YR 21	$ 89.81
YR 22	$ 91.38
YR 23	$ 92.98
YR 24	$ 94.61
YR 25	$ 95.54

8.2 Date of Implementation. In year one of the contract, wage and premium pay increases shall become effective at the beginning of the second full pay period following ratification. Longevity increments shall become effective at the beginning of the first full payroll period on or after the nurse's anniversary date. In years two and three of the contract, wage and premium pay increases shall become effective at the beginning of the first full pay period following the date designated.

8.3 Recognition for Past Experience - New Hires. All nurses hired during the term of this Agreement shall be given full credit for applicable nursing experience when placed on the wage scale. Applicable nursing experience shall be defined as applicable clinical nursing experience as a registered nurse (including temporary employment with an employer) without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Director of Nursing Service. The above commitment assumes full-time employment. Prior experience gained while working on a part-time basis will result in an adjustment to the starting pay rate. In the event an RN new hire has previous LPN experience, they shall receive credit based on the above definition on the basis of two (2) years of LPN experience to equal one (1) year of RN experience.

8.4 Recognition for Patient Care Employees Who Become RNs. The following understanding shall apply to a nurse's base pay adjustment when a St. Anne Hospital nurse becomes licensed and transfers from one (1) patient care job classification to a registered staff nurse position. In such case, the nurse will be placed at the base rate of pay on the RN wage schedule. If the nurse's prior wage rate was higher than the RN base rate, the nurse will be placed on that step of the RN wage schedule that provides for at least a three percent (3%) increase in pay, providing that in the opinion of the Employer the nurse has substantial and relevant professional or technical skills in another patient care job classification. Only experience at St. Anne Hospital will count in this determination. The nurse will move to the next longevity step upon completion of 1664 hours of work or twelve (12) months from the transfer date, whichever comes last (Section 4.10).

8.5 Wage Premium in Lieu of Benefits. In lieu of all benefits provided for in this Agreement except for shift differential pay, callback pay, standby pay, longevity steps, and retirement benefits if eligible, fulltime and parttime nurses may elect a fifteen percent (15%) wage premium. This election must occur within the first ten (10) days of employment 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 the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either wages plus benefits or wages plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein.

ARTICLE 9 OTHER COMPENSATION

9.1 Shift Differential. Nurses assigned to work the second (3 p.m. - 11 p.m.) shift 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 (11 p.m. - 7 a.m.) shift shall be paid a shift differential of four dollars and seventy-five cents ($4.75) 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.

9.2 Standby Pay. Nurses placed on standby status off Hospital premises shall be compensated at the rate of six dollars ($6.00) per hour.

Standby duty shall not be counted as hours worked for purposes of computing longevity steps or benefits. Nurses on standby shall be provided with signal devices. Nurses who are on low census shall not be required to be on standby for that low census shift.

9.3 Callback Pay. Any nurse called back to work after completion of the nurse's regular work day shall be compensated at the rate of time and one half (1 1/2) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back, the nurse shall receive time and one half (1 1/2) for a minimum of three (3) hours. Travel time to and from the Hospital shall not be considered time worked. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift.

9.3.1 Extended Workday Relief Scheduling. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for a nurse who has worked an extreme extended workday (generally sixteen (16) hours or more) and requests the next day off or a change in the nurse's start time or end time the following day when the nurse continues to work past 11:00 p.m. or has been called in to work after 11:00 p.m. from standby status the previous night. To be considered, the nurse must notify the Employer no later than two (2) hours in advance of the nurse's scheduled shift if making such a request. At the nurse's request, an annual leave day can be used. This schedule adjustment will not count as an occurrence per the Employer's Attendance Policy.

9.4 Call In Pay. Employees who are scheduled for standby, and are called to report for work, shall be paid at time and one-half (1 1/2) for a minimum of three (3) hours. Call in pay shall be in addition to standby pay. Travel time to and from the Hospital shall not be considered time worked. When an employee on scheduled standby is called to work in advance of the scheduled shift and continues working during the scheduled shift, the minimum callback hours shall not apply; however, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate. Work performed during the scheduled shift shall be paid at the regular straight time rate.

9.5 Charge Nurse Pay. Any nurse assigned as a charge nurse shall receive a premium of three dollars and fifty cents ($3.50) per hour.

9.6 Preceptor Pay. Any nurse assigned as a preceptor shall receive a premium of one dollar and seventy-five cents ($1.75) per hour. Effective year 2, any nurse assigned as a preceptor shall receive a premium of two-dollars ($2.00) per hour.

9.7 Weekend Premium Pay. Any nurse who works on a weekend shall receive four dollars ($4.00) per hour premium pay 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 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

9.8 Certification Pay. 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 ($1.00) per hour,

provided the particular certification has been approved by the Associate Administrator of Patient Services, or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A certified nurse is eligible for only one (1) certification premium, regardless of other certifications the nurse may have. Certified nurses will notify their respective Director/Manager in writing at the time certification is received, and providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Director/Manager.

9.9 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one half (1 1/2) the regular rate of pay. Work performed during the scheduled shift will be paid at the regular 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.

9.10 Work on Day Off. Full Time nurses who work 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. Part-time nurses who work on a day not regularly scheduled shall be paid at the regular rate of pay, unless the nurse is eligible for overtime pay as provided for in Section 7.5. Nurses must work their scheduled FTE during the pay period to receive this pay (Prescheduled Time Off, Mandatory low census, Jury Duty, LOA, FMLA, WA Paid Family Medical Leave, Washington Paid Sick Leave, Family Care Act, Military and Bereavement leave, during the work week will be counted as time worked).

9.11 BSN/MSN Premium. Effective first full pay period following 60 days after ratification, any nurse who has obtained a Bachelor of Science in Nursing (BSN) or Masters of Science in Nursing (MSN) will receive a premium of an additional one dollar ($1.00) per hour for all hours worked. The Nurse will not be entitled to receive this premium until such time as the Nurse provides the Human Resources Department with a copy of the BSN or MSN Diploma or other proof of having obtained a BSN degree.

9.12 Change in Classification. A change in classification shall not alter a nurse's accrued seniority for purposes of accrual of benefits or placement in the wage schedule.

9.13 Float Pool Premium. Nurses assigned to the float pool shall receive a five dollar ($5.00) premium for all hours worked in the float pool in addition to the nurse's regular rate of pay. Float pool premium shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. Float pool nurses shall not be eligible for certification pay (Section 9.8, Certification Pay).

ARTICLE 10 MEDICAL AND INSURANCE BENEFITS

10.1 Health Insurance. All employees who have an assigned FTE of thirty-two (32) hours or more per pay period are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of continuous employment. For those employees who have an assigned FTE of at least forty-eight (48) hours per pay period, the Employer will provide a

medical and dental option that pays the employee premium and at least fifty percent (50%) of the cost of dependent coverage. All employees who have an assigned FTE of thirty-two (32) to forty-seven (47) hours per pay period will be able to participate in benefits as defined in the

Employer's benefit program, which will provide a medical and dental option that pays fifty percent (50%) of the cost of employee-only coverage and at least fifty percent (50%) of the corresponding dependent premium. All employees may participate in available flexible spending accounts.

10.1.1 Premiums. Any premium changes will become effective January 1 of each year. Future increases or decreases to insurance premiums will be shared equally by the Employer and the employee. Meaning the percentage premium increase or decrease when converted to dollars at each tier level, will be split equally between the Employer and the employee. Future increases or decreases to insurance premiums will not be higher than the premium increases or decreases applicable to all other St. Anne Hospital employees.

10.2 Tuberculosis Exposure Control Program. Employees in high risk areas, as identified by Employee Health, will undergo PPD screening annually or more frequently if required. Any employee who is a PPD converter as a result of an occupational exposure will be referred to an appropriate medical specialist for follow-up, including preventive therapy at no cost to the employee.

10.3 Workers' Compensation. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. When a nurse is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or annual leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the nurse's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

10.4 Retirement Plan. The Employer will provide a retirement plan for regular status nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. The Employer agrees not to reduce the current level of Employer contribution (both basic and matching contributions) and eligibility requirements during the term of this Agreement.

10.5 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least forty-five (45) days prior to the intended implementation date.

ARTICLE 11 ANNUAL LEAVE

11.1 Accrual. Fulltime and parttime nurses shall receive annual leave benefits based upon hours of work, not to exceed 2080 hours each anniversary year of employment. Accrual rates are based on the employee's date of hire. in accordance with the following schedule:

Upon Completion of: (2,080 hours = 1 year)	Annual Leave
1 year	18 days
2 years, 3 years	18 days (144 hours)
4 years, 5 years	26 days (208 hours)
6 years, 7 years	27 days (216 hours)
8 years, 9 years	28 days (224 hours)
10 years, 11 years	29 days (232 hours)
12 or more years	31 days (248 hours)

Any nurse who has selected the wage premium in lieu of benefits option (Section 8.5) shall not be eligible for annual leave.

11.2 Eligibility. Annual leave shall begin accruing the first day of employment. During the introductory period, a nurse is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required introductory period, a nurse shall be eligible to take any annual leave which has accrued.

11.3 Scheduling. All annual leave requests must be in writing. Approvals are considered based on the staffing needs of the department. Each year, the Hospital shall receive annual leave requests for the twelve (12) month period beginning May 1 and continuing through April 30 of the following year. Requests filed by February 28 shall be approved by seniority or denied in writing no later than March 31. The Employer will make available on each unit/department by February 1 a list of current nurses, ranked by seniority, for each shift. Requests to use annual leave will not be denied on the basis of insufficient accrual provided the nurse can be reasonably expected to have accrued sufficient annual leave by the time it is to be taken. Annual leave approved during this time may not be rescinded due to requests made after February 28, regardless of seniority. Annual leave requests made after February 28 will be approved based on date of request, or denied in writing within fifteen (15) days of submission or March 31, whichever is later. In the event of conflicting requests by nurses for vacation time submitted on the same date after February 28, seniority shall prevail, unless the nurse had been granted the same period the previous year. The parties have a mutual interest in providing reasonable, unbroken stretches of requested vacation. If the Employer cannot approve a requested vacation, the supervisor will provide a written response explaining the rationale for the denial and, upon request, meet with the employee to attempt to discuss alternatives.

11.3.1 If the same period had been granted the previous year it may not be granted so that equitable access exists in obtaining annual leave. The Employer will make all reasonable efforts to provide requested vacations.

11.3.2 Subject to departmental guidelines, annual leave requests for time between the Friday before Memorial Day through Labor Day may be limited to two (2) consecutive calendar weeks but will not be unreasonably denied. During that time, additional weekends off may be limited.

11.4 Loss of Annual Leave. Annual leave accumulated in the course of one (1) year (2,080 hours) of employment must be used before completing a subsequent year (2,080 hours) of employment. A nurse will not lose accrued annual leave without receiving prior written notification from the Employer, nor will a nurse lose accrued annual leave if the Employer was unable to schedule the time off.

11.5 Work on Holidays. All full time, part time and per diem nurses who work on the following holidays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day 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 on the holiday.

11.5.1 Annual Leave for Alternative Holidays. St. Anne Hospital (SANH) acknowledges there are many different and diverse holidays and traditions celebrated within the staff and culture at SANH. Therefore, in accordance with department time off request requirements, employees may make single day requests for alternative holidays, subject to departmental and patient care considerations. Requests will not be unreasonably denied.

11.6 Rotation of Holiday Work. Holiday work shall be rotated by the Employer to the extent possible. Calendar dates and times to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the Hospital.

11.7 Payment Upon Termination. After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all annual leave 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, or to those nurses who are discharged for cause.

11.8 Pay Rate. Annual leave pay shall be paid at the nurse's regular rate of pay.

11.9 Care for Certain Relatives. Employees can use accrued sick and annual leave to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition, as provided by law (Senate Bill 6426).

ARTICLE 12 SICK LEAVE

12.1 Accrual. Fulltime and parttime nurses who have not elected the wage premium in lieu of benefits shall accumulate sick leave (wage continuation) insurance at the rate of eight (8) hours for each 173.3 hours worked (.04616 hours for each hour worked).

The maximum accumulation of sick leave shall be limited to seven hundred twenty (720) hours per nurse. Pay check stubs will reflect unused sick leave accrual.

12.2 Compensation. If a fulltime or parttime nurse is absent from work due to illness or injury, the Employer shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less. Sick leave may be used for the illness or injury of a dependent child. Employees can use accrued sick and annual leave to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition, as provided by law (Senate Bill 6426). A nurse shall not be eligible for paid sick leave during the introductory period.

12.3 Notification. Nurses are encouraged to provide the Hospital with as much advance notice as possible in the case of illness or injury when they are unable to report for duty as scheduled. 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 paid sick leave for that day. The Hospital shall give consideration to extenuating circumstances that make such notice requirements impossible.

12.4 Use of Sick Leave. There shall be no discipline for use of sick leave that is protected under federal or state law. The Employer will maintain information regarding relevant Federal and State laws in the Employee Handbook. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for discipline, up to and including discharge.

12.5 Transfer into St. Anne RN Bargaining Unit from another VMFH Facility. An employee transferring into the St. Anne RN Bargaining unit from another VHFH facility shall be permitted to transfer accrued annual leave and sick leave or paid time off in accordance with the CBA and applicable SANH policy.

ARTICLE 13 LEAVES OF ABSENCE

13.1 In General. The Hospital shall adhere to the requirements under the federal Family Medical Leave Act (FMLA) and all other correlating and applicable state laws and regulations regarding similar leaves of absence. A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days, or sooner if required by law.

13.2 Submitting a leave request. When leave is foreseeable, nurses must provide thirty (30) days advance notice to the employer. Where leave is not foreseeable, nurses are encouraged to provide as much notice as is practicable.

13.3 Concurrence. FMLA will run concurrent to any leave granted under applicable state or local leave laws.

13.4 FMLA Leave. Upon completion of one (1) year of employment, a nurse who has worked at least 1,250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the nurse's child after birth, or placement for adoption or foster care; or (b) to care for the nurse's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the nurse unable to perform the nurse's job. The Hospital shall maintain the Employer's contribution to the nurse's health benefits during this leave, shall preserve any benefits or seniority accrued by the nurse prior to taking leave, and shall reinstate the nurse to the nurse's former position or to an equivalent position at the conclusion of the leave. Under certain conditions set forth in the FMLA, this leave may be taken intermittently or on a reduced work schedule.

13.5 Use of Annual and Sick Leave. While a nurse is on FMLA leave, the nurse must use annual and sick leave.

13.6 Washington Paid Family and Medical Leave. The hospital participates in the Washington State program provided under the Washington Paid Family and Medical Leave Act. If the employee qualifies for WPFML and the employee has accrued paid time available, the hospital will supplement wages, if the employee so chooses, to make up the difference between their regular wage and the benefit paid by Paid Family and Medical Leave. This will be administered to the extent permitted by law.

13.7 Donation of Leave. In the event a nurse has exhausted the nurse's own, accrued leave and takes unpaid leave for either the birth or adoption of a child, the nurse may receive donated annual leave hours from co-workers. Donations must be a minimum of four (4) hours which will be converted to the regular rate of pay of the person taking the leave.

13.8 Medical Verification. Prior to the nurse returning from leave under this Article, the Hospital may require a statement from the employee's health care provider verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

13.9 Health Leave. After one (1) year of continuous employment, a leave of absence of up to six (6) months shall be granted to a nurse for the nurse's own health condition. Health leave must be supported by a recommendation from the employee's health care provider. A nurse on approved health leave shall not lose benefits accrued to the date such leave starts. If the nurse's health leave does not exceed twelve (12) weeks, inclusive of leave taken under the FMLA and/or Washington state leave laws and/or leave taken due to pregnancy disability, upon request, the nurse shall be returned to the nurse's former position or to an equivalent position. If the nurse's health leave exceeds twelve (12) weeks, but does not exceed six (6) months, inclusive of leave taken under the FMLA, and/or Washington state leave laws and/or leave taken due to pregnancy disability, upon request, the nurse shall be offered the first available opening for which the nurse is qualified.

13.9.1 Health Leave taken for Disability Due to Pregnancy. A nurse who is on health leave due to a pregnancy-related disability shall be entitled to reinstatement to their

former position or to an equivalent position even if their leave exceeds twelve (12) weeks.

13.9.2 Use of Annual and Sick Leave. While a nurse is on health leave, the nurse must use annual and sick leave.

13.9.3 Medical Verification. Prior to the nurse returning from a health leave of absence, the Hospital may require a statement from the employee's health care provider attesting to the nurse's capability to perform the work required of the position.

13.10 Child Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those provided for under the Family and Medical Leave Act without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position for which the employee is qualified consistent with the process established in Section 5.10 of this Agreement. Such leave shall not exceed one (1) year.

13.11 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States, or in order for an employee to fulfill their obligated service in the uniformed services, shall be granted without pay, without loss of benefits accrued to the date such leave commences. Such leave shall be considered annual leave only upon request of the nurse. Upon return from military service, the nurse shall be afforded all of the rights and privileges set forth in the Uniformed Service Employment and Reemployment Rights Act and any other applicable federal and state law.

13.12 Jury Duty. All fulltime and parttime nurses who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for those hours at their regular rate of pay. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.13 Personal Leave. All fulltime and parttime nurses shall be granted three (3) days of personal leave per year without pay upon request; providing such leave does not adversely affect patient care. Nurses may schedule leave under this section without exhausting available annual leave.

13.14 Bereavement Leave. Up to forty (40) hours of paid leave (prorated for part time employees), shall be allowed for a death in the immediate family. Bereavement leave will also be available when a nurse or a nurse's spouse or current domestic partner suffers a miscarriage. The nurse may choose to take the time in no more than two increments, however, all forty (40) hours of bereavement leave must be utilized within ninety (90) days of the death. Immediate family shall be defined as grandparent, parent, wife, husband, domestic partner, brother, sister, child or grandchild, or great grandchild, in the process of or legally adopted child, son or daughter-in-law, brother or sister in-law, mother or father in law, or step siblings, parents, children grandparents, grandchildren and other persons living in the home. With supervisor approval, employees may utilize accrued but unused paid time off or unpaid time off (if no accrued paid time off is available), in instances where the employee may need additional time.

13.15 Sabbatical Leave. The Employer will establish a 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, publishing. Nurses are eligible for their first sabbatical after working a minimum of ten (10) calendar years of regular 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 thirteen (13) years. Nurses granted a sabbatical will be able to self-pay medical, dental and life insurance benefits consistent with their FTE level, 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 (1) 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. 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 Director of Nursing 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 Director of Nursing Services.

13.16 Leave Without Pay. Nurses on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity steps or benefits.

13.17 Leave With Pay. Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

13.18 Return From Leave. Nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified consistent with the provisions of Section 5.10.

13.19 Union Leave. If a nurse desires to obtain a position with the Union, the nurse may request an extended unpaid leave of absence. The Employer reserves discretion as to whether such requests will be granted based on unit/department needs and patient care needs. Leave to assume a position with the Union will not exceed six (6) months in length. Nurses on Union Leave will accrue seniority.

ARTICLE 14 COMMITTEES

14.1 Labor-Management Committee. The purpose of the Labor-Management Committee is to discuss improvements in nursing practices at the Hospital and to assist with personnel and other mutual problems through fostering improved communication and working conditions between the Employer and the nursing staff. The Committee shall identify, evaluate and discuss areas of concern and where appropriate compile and evaluate data.

The Committee shall recommend solutions to identified problems including patient and nurse satisfaction and nurse recruitment and retention. One of the tools the Committee may use to improve patient care systems and operations is the continuous quality improvement process. The Committee shall consist of up to five (5) representatives of the Employer (including the Associate Administrator for Patient Services) and up to five (5) Union-selected representatives of the nurses. All members of the Committee shall be employees of the Hospital. The Committee will meet monthly unless otherwise agreed to by the Committee.

Four times a year, the Service and RN Labor Management Committees shall meet jointly with the union and management members of both committees. These joint meetings will be scheduled by the parties at the beginning of each year, with one joint meeting taking place each quarter. The Joint meetings shall include up to six (6) representatives of the Employer, plus a Human Resource representative and up to six (6) Union representatives of the nurses and service employees, plus a union organizer. These joint meetings shall replace the separate RN and Service committee meetings for the months that they are scheduled.

14.1.1 Equity and Inclusion. Issues regarding equity and inclusion of employees at the Hospital shall be a standing 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-1 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.

The Labor-Management Committee (LMC) will attend a two-day all-day (16-hours total) or four (4) hour workshops (one 8 hour workshop or two 4 hour workshops with labor and management separate and one 8 hour workshop or two 4 hour workshops with labor and management together) intended to increase skill and awareness on hidden bias and cultural competency and to promote a better understanding of bias concerns that arise during the course of the Committee's work.

The Committee will jointly select an independent facilitator within six (6) months of ratification with the intent of completing the training within nine (9) months of ratification. The facilitator will be paid by the Employer. The workshops will be on paid time for all committee members.

The Committee may consider whether to recommend extending training, workshops with labor and management separate or together, or elements of the training to additional bargaining unit members and/or management representatives as an aspect of being responsive to issues of equity and inclusion brought before the Committee. There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Committee.

14.2 Health and Safety Committee. The Hospital will maintain a safe and healthful workplace in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the workplace and its employees. The Committee shall include two (2) staff nurse representatives appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital's Risk Manager.

14.3 Professional Recognition. A committee shall be established consisting of both administrative personnel and staff nurses for the purposes of establishing a Clinical Ladder or other Professional Recognition program at the Hospital. The objective of the Clinical Ladder/Professional Recognition program will be to provide career advancement incentives, clinical recognition and monetary advancement. The Professional Recognition Committee shall be charged with responsibility for the development, review and revision of the mechanisms for the professional recognition of nurses within the program including criteria development, application process, reimbursement levels and methods to enhance participation. Recommendations shall be subject to the parameters of Hospital budgetary, administrative and operational policy.

14.4 Compensation. All time spent by nurses on Employer Established committees (including ad hoc or subcommittees) where attendance is required, and all time spent by members of Committees established by contract (Article 14) will be considered time worked and will be paid at the appropriate contract rate.

ARTICLE 15 STAFF DEVELOPMENT

15.1 Orientation. The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the Hospital and nursing services, to orient new nurses to Hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, floor and/or shift work.

15.2 Inservice Education. A regular and ongoing inservice education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. Topics to be offered will be determined by discussions between nurses and the inservice department. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend inservice education during off duty hours will be paid at the applicable rate of pay. The Employer will make a good faith effort to CERP certify inservices.

15.3 Job-Related Study. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study, without loss of accrued benefits, providing such leave does not jeopardize Hospital service.

15.4 Approved Expenses. 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.

15.5 Education Leave. Nurses shall be allowed up to thirty-six (36) hours of paid educational leave per year (prorated for part time employees); provided, however, such leave shall be subject to scheduling requirements of the Employer and approval by the Department Director of the subject matter to be studied. As a condition to receiving education leave, nurses will be expected to share the information at the department staff meeting.

15.5.1 Education Expenses. Subject to the prior approval of the subject matter by the Department Director, full-time nurses shall receive up to two hundred dollars ($200) per year (prorated for part-time employees) for registration fees and related travel expenses. Any per diem nurse who has worked at least four hundred sixty (460) hours in the prior calendar year shall be eligible for a fifty dollar ($50) education expense reimbursement the following calendar year.

15.5.2 Clinical Recognition. The Hospital agrees to reimburse nurses for successful completion of ANA-approved certification exam fees in their specialty area, both initially and for recertification, at society member rates.

15.6 Professional Leave. Nurses may be allowed up to sixteen (16) hours of paid professional leave per year (prorated for part time employees) to attend ANA or related nursing specialty organization meetings or other professional meetings approved by the Employer; provided, however, such leave shall be subject to budgetary considerations and scheduling requirements of the Employer.

ARTICLE 16 - TRAINING AND UPGRADING FUND

16.1 Training and Upgrading Fund. A Training and Upgrading Fund, to be known as the SEIU Healthcare 1199NW Joint Employer Training and Upgrading Fund (the "Training and Upgrading Fund") will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Training and Upgrading Fund, which will be established by an Agreement and Declaration of Trust ("Trust Agreement"). The contribution to the Training and Upgrading Fund shall be an amount equal to one-half percent (0.5%) of the gross payroll of such bargaining unit employees (collectively "Employees"). Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/reserve/on call/temporary employees.

16.2 Fund Trustees, Programs, Staff. The Trustees of the Training and Upgrading Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Training and Upgrading Fund.

While acting in a manner consistent with the Training and Upgrading Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Training and Upgrading Fund.

16.3 Trust Agreement. The Employer and Union agree to abide by the Trust Agreement.

16.4 Availability of On-site Rooms. In order to facilitate Employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Training and Upgrading Fund.

16.5 Fund Contributions, Records and Collections. The Employer shall remit the Training and Upgrading Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Training and Upgrading Fund and/or to enable the Training and Upgrading Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Training and Upgrading Fund.

16.5.1 The Employer agrees to make available to the Training and Upgrading Fund, in accordance with Training and Upgrading Fund policy, such records of Employees which the Training and Upgrading Fund may require in connection with the sound and efficient operation of the Training and Upgrading Fund or that may be so required in order to determine the eligibility of Employees for Training and Upgrading Fund benefits.

16.5.2 The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Training and Upgrading Fund.

ARTICLE 17 - HEALTH AND SAFETY

17.1 Health and Safety. The Employer remains committed to providing education, products, and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Hospital shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure. This commitment to employees' health and safety is documented in the Hospital's Employee Health Program.

17.2 Product Evaluation Committee. The Employer's product evaluation committee will continue to review and evaluate medical devices that reduce or help prevent employee exposure to blood and/or body fluids. The committee's evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations. Committee membership shall include one (1) Union-appointed staff nurse.

17.3 Hepatitis B Vaccine. The Employer will provide, free of charge, Hepatitis B vaccines to those employees who desire the immunization.

17.4 Public Health Emergency & Infectious Disease. In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the Hospital, the Hospital and the union, upon request, will meet to discuss safety measures. To ensure the safest possible work environment, the Hospital shall maintain and periodically review an Infection Control Prevention Plan in accordance with State and/or Federal Law. Copies of the Infection Control Prevention Plan shall be available to the Union upon request.

Screening: In the case of a suspected outbreak of a communicable disease, and when the Employer requires screening and/or testing for such communicable disease, the Employer shall offer such screening and/or testing for bargaining unit nurses at no cost to the nurse and provide testing results as soon as practicable.

PPE: Personal protective equipment will be provided and readily available in accordance with CDC, OSHA, and WISHA guidelines.

Vaccines: The Employer will provide the opportunity to receive all Covid-19 vaccine doses, including any CDC recommended boosters, at no cost to employees.

Training: The Employer will provide nurses with training on the use of proper work methods and protective equipment required to perform hazardous duties. Matters arising that relate to the physical work environment, employee safety training or employee safety equipment should be presented to the charge nurse or supervisor immediately. The nurse may also take steps to have the issue presented to the Safety Committee.

ARTICLE 18 - STAFFING

18.1 Goals and Intent. The Hospital strongly supports the proposition that adequate staffing is necessary to meet the needs of our patients and provide quality care. In order to ensure that the Hospital is staffed appropriately, both with the necessary number of registered nurses required to care for the patients' clinical needs, as well as the necessary number of other patient care services staff, the Hospital agrees to assess patient care requirements which can be converted into RN and other patient care services staffing requirements, and, where deemed necessary, adjust the baseline/core staffing for all patient care areas.

18.1.2 Staffing Concerns. The Employer recognizes the responsibility of nurses under the Nurse Practice Act and will promote working conditions that enable nurses to meet their responsibilities under the Act. Such commitment is in recognition of the mutual desires of the parties to maintain staffing consistent with quality patient care. The Employer commits to maintain and adhere to its staffing plans in accordance with applicable law. The parties understand that there may be exigent circumstances, such as fluctuations in patient census, sick calls or emergencies that may require deviations from the plans.

In such cases, the Employer will maintain staffing levels that provide for patient and staff safety, and strive to maintain staffing levels to enable staff to take meal and rest breaks and their accrued paid time off.

The employer and the Union both recognize the importance of the charge nurse role. In circumstances of fluctuating census, sick calls, or emergencies, charge nurses may be expected to take a patient assignment in support of patient care. It will not be the norm for the Charge nurse to have a patient assignment.

18.2 Joint Staffing Committee. The parties shall maintain a Joint Staffing Committee. The primary responsibilities of the Committee, which should be scheduled to meet quarterly, will be:

1. Development and oversight of an annual patient care unit and shift-based nurse and ancillary nursing personnel staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget. Factors to be considered in the development of the plan should include, but are not limited to:

    a. Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
    b. Level of intensity, as determined by the nursing assessment of all patients, and nature of the care to be delivered on each shift;
    c. Skill mix required;
    d. Level of experience and specialty of available staff;
    e. The need for specialized or intensive equipment;
    f. The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment;
    g. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
    h. Significant technological or clinical advances;
    i. Recommendations of any "ad hoc" Unit-Based Staffing Committee that may have been formed by the Hospital and the Union under Section 18.6; and
    j. Except for unforeseen or emergency situations, coverage of 1:1 patient sitter assignments separate from the normal staffing matrix;
    k. Hospital resources and finances may be taken into account.

2. Semiannual review, or more often as indicated, of the unit-based staffing plan against need and known evidence-based staffing information, including the nursing-sensitive quality indicators collected by the Hospital. Nursing sensitive indicators that are below expected performance each month for six or more months will be used by the committee to evaluate the unit-based staffing plan;

3. Assure the Care Value patient classification tool is operational and participate in maximizing the effectiveness of the tool;

4. Review, assessment and response to staffing concerns presented to the Committee;

5. The Joint Staffing Committee will produce the Hospital's annual nurse staffing plan, and present it to the Hospital's Chief Executive Officer or designee;

6. If the staffing plan report produced by the Joint Staffing Committee is not adopted by the Hospital, the Chief Executive Officer or designee shall attend the Joint Staffing Committee meeting to discuss reasons for the decision and potential alternatives;;

7. The Joint Staffing Committee will agree upon the format of the public posting in addition to the components that will be reported (unit matrix, staff required, and staff available);

8. Collect unit-specific data sets which may include but are not limited to compliance with staffing matrices, use of overtime, unmet breaks or meals, planned or unplanned absences, vacancies, extra shifts, double shifts, agency, travelers, floats and per diem to meet staffing requirements; and

9. Collect and report nurse-sensitive quality outcome data.

18.3 Composition. Composition of the Joint Staffing committee shall include up to ten (10) nursing representatives, selected by the Union, and eight (8) management representatives. There shall be a co-chair selected by the Union, and a co-chair selected by management, and the Union and the Hospital shall have equal authority in making Committee recommendations. Participation in the Joint Staffing Committee by a Hospital employee shall be on scheduled work time and compensated at the appropriate rate of pay. Joint Staffing Committee members shall be relieved of all other work duties during meetings of the Committee.

18.4 Non-retaliation. The Hospital will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Joint Staffing Committee, or an employee who notifies the Joint Staffing Committee or the Hospital administration of his or her concerns about nurse staffing, or who reports missed rest breaks.

18.5 Training. Members of the Joint Staffing Committee will determine appropriate ongoing education for staff. Ongoing formal training opportunities will be continually evaluated. Committee members will be included as indicated by mutual agreement.

18.6 Unit-Based Staffing Committees. The Hospital and the Union will create one (1) or more "Unit-Based Staffing Committee(s)", where it is mutually agreed that such a unit-based committee at the nursing work level (nursing unit or work group) would be most effective in reviewing and developing recommendations on staffing. A unit-based staffing committee shall meet on a schedule mutually determined by the Hospital and the Union. The Joint Staffing Committee will create the list of nursing units and/or work groups for which initiation of unit-based committees will be prioritized. Additional nursing units or workgroups may be added as the Joint Staffing Committee determines or at the request of the nursing units or workgroups. Participation in a unit-based staffing committee by a Hospital employee shall be on scheduled

work time and compensated at the appropriate rate of pay. Unit-based staffing committee members shall be relieved of all other work duties during meetings of the committee.

The recommendations of a unit-based staffing committee will be made utilizing a collaborative, consensus based process. A unit-based staffing committee will be co-chaired by a Union-designated unit representative, and a management representative. Each shift will have staff nurse representatives appointed by the Union, at least one (1) of which will be a charge nurse. Support staff within the unit may also be appointed to the committee by the Union. The size of the committee will be determined by the co-chairs.

When established, unit-based staffing committee responsibilities are:

1. Guide implementation and evaluation of a unit-based staffing plan for a nursing unit or work group for the Joint Staff Committee;
2. Develop recommendations for the annual staffing plan, charge nurse duties, charge nurse patient assignments, break relief pilot program for the ER & Critical Care units and any modifications to the Joint Staffing Committee for a nursing unit or work group;
3. The unit-based staffing committees shall regularly report in writing to the Joint Staffing Committee their discussions and work.
   Committee members will assure that copies of these reports will be made available for all nurses on the nursing unit or work group;
4. Responsible for recommendations on unit education regarding staffing for the nursing unit or work group;
5. Determine the metrics (evaluation tools and data) necessary to accomplish their staffing plan for the nursing unit or work group;
6. Review, assess and respond to "staffing concerns" presented at the unit-based staffing committee level for the nursing unit or work group and forward recommendations, if unresolved, to the Joint Staffing Committee, for further review;
7. Assist in seeking solutions for the availability of staff to meet patient care needs for the nursing unit or work group;
8. Collect unit-specific data sets which may include but are not limited to: compliance with staffing matrices, NSQI data, use of overtime, unmet breaks or meals, planned or unplanned absences including vacation scheduling, vacancies, extra shifts, double shifts, agency, travelers, floats and per diem to meet staffing requirements for the nursing unit or work group.

18.7 Process for Raising Staffing Concerns. When, in the opinion of a staff nurse, the staff mix, patient acuity, and/or lack of available resources dictates the need for a staffing level which varies from the staffing matrix, then the staff nurse may file a written "staffing concern form" with the nursing manager, or designee, and the nursing supervisor, as appropriate. The intention is to weigh the facts and circumstances and arrive at a collaborative decision, to fix the problem, including a timely report back by the manager or supervisor to affected staff. The staffing concern form (along with any results of staffing issues resolved or not resolved) will be forwarded to the Joint Staffing Committee (or unit-based staffing committee, as appropriate) for further review and discussion.

18.8 Changes to State Staffing Law. In the event that ESHB 3123 is modified or there are new statutes specifically dealing with nurse staffing in acute care institutions, the Union and the Hospital will reopen this Article 18, Staffing, if mandatorily required in order to be in compliance with any new such statute.

18.9 Enforcement of Staffing Plans. In the event that the determined staffing levels are not adhered to for at least 85% of the shifts over a 3-month period, the Staffing Committee shall convene a meeting within 21 days to investigate reasons why the determined staffing levels were not adhered to and evaluate and recommend options to improve adherence to the determined staffing levels. Potential options include but are not limited to: bringing on additional traveler or agency staff, authorizing additional pre-scheduled overtime hours and adjusting the core staffing levels.

18.10 When the Employer intends not to fill a vacancy, it will be presented at the monthly Joint Staffing Committee.

ARTICLE 19 GRIEVANCE PROCEDURE

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

19.2 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 11.5 hereof shall be deemed to end at 4:30 p.m. on the next following 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.

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

Step 1. Immediate Supervisor.

If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. A Union Delegate shall be present if requested by the nurse. The Union, at its discretion, is permitted to bring one additional representative to the grievance meeting. If the Union Delegate participates in the grievance meeting, the Human Resources Director or designee may also be present at this Step 1 meeting. Upon receipt of the written grievance, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Department Director.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the Department Director (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Union delegate/Representative, if requested by the nurse) and the Department Director (and/or designated representative) shall be held within fourteen (14) days for the purpose of resolving the grievance. The Union, at its discretion, is permitted to bring one additional representative to the grievance meeting. The Department Director shall issue a written reply within fourteen (14) days following the grievance meeting.

Step 3. Employee Labor Relations (ELR) Director.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Human Resources Department within fourteen (14) calendar days of the Step 2 decision. The ELR Director (and/or designee) shall meet with the nurse and the Union delegate/Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Union, at its discretion, is permitted to bring one additional representative to the grievance meeting. The ELR Director (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the ELR Director or designee. If the Hospital and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators from Washington and/or Oregon shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post hearing briefs, whichever is later, and the arbitrator shall have no jurisdiction to decide the issue after that sixty (60) day period. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages, nor shall the arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first

presented to the Employer at Step 1 of this grievance procedure. Each party shall bear one half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

19.4 Union Grievance. The Union may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within fourteen (14) calendar days from the date the nurses were or should have been aware that the grievance existed.

19.5 Termination. Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only and shall not be subject to arbitration.

19.6 Optional Mediation. Nothing in this grievance procedure shall restrict both parties from agreeing to a mediation process in order to resolve a grievance, if such a process is mutually agreed to in writing.

ARTICLE 20 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 Hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, 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; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses, except as limited by law (Senate Bill 6675); and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 21 - SUBCONTRACTING

21.1 No Current Plan. At the time of ratification of this Agreement, it is understood that the Employer has no plan or pending plan to subcontract any bargaining unit work.

21.2 Notice and Discussion. The Employer agrees to give the Union at least one hundred eighty (180) days' advance written notice prior to any decision to subcontract. The Employer will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting.

21.3 Employer Information. The Employer shall meet and confer with the Union, and will provide the Union with complete information concerning the proposed subcontracting, including but not limited to, the reasons, need, financial impact, affected work and employees, alternatives considered, and other factors as may be requested by the Union.

21.4 Possible Discussion Options. These good faith discussions of options and needs will include, but are not limited to:

- Union-proposed options and reasonable alternatives that could meet the Employer's primary business needs;
- Potential options with subcontractor that could enable hiring of affected St. Anne Hospital employees, in order of seniority, to perform the work;
- Potential options with subcontractor related to union recognition.

21.5 Discussion Conclusion. Conclude the discussions regarding this subcontracting within one hundred twenty (120) days from the date the Employer provided advance written notice of the proposed subcontracting.

21.6 Effects Bargaining. The Employer agrees to bargain with the Union any and all effects of its subcontracting decision upon the employees including but not limited to severance benefits.

ARTICLE 22 UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert the same. Any nurse participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal. The Employer agrees that during this same time period, there shall be no lockouts.

ARTICLE 23 GENERAL PROVISIONS

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

23.2 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

23.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

23.4 Complete Understanding. 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 Union, 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 not specifically discussed during negotiations 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.

23.5 Successors. This Agreement shall be binding upon any successor Employer. The Hospital shall have the affirmative duty to call this provision to the attention of any successor organization. Should a successor employer fail to assume or comply with this Agreement, the Union agrees that the Employer shall not be liable for any damages resulting from such failure and agrees to indemnify and hold the Employer harmless from any damages or claims resulting from such failure.

ARTICLE 24 DURATION

This Agreement shall become effective May 29, 2026, and shall remain in full force and effect to and including the 30th day of June, 2028, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice by certified mail must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of 09/25/2026.

St. Anne Hospital

Kyle Kloss
System VP, Employee & Labor Relations

Mark Anderson
System Director, Employee & Labor Relations

SEIU HEALTHCARE 1199NW

Jane Hopkins, RN, President

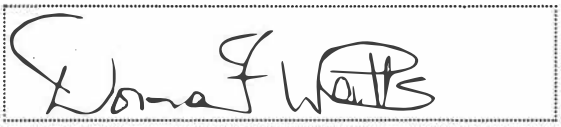
Stacey Opiopio
Member Program Director

Yolanda King-Lowe, Secretary-Treasurer

St. Anne Hospital, 2026



Adil Mohamed
SPD TECH



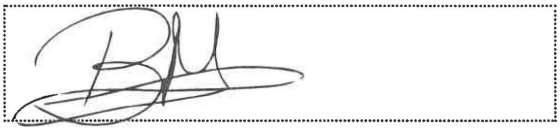
Donna Watts
RN



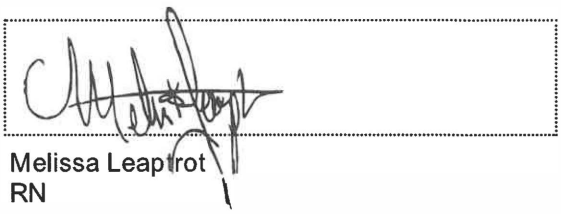
Amparo Raymundo
Cook



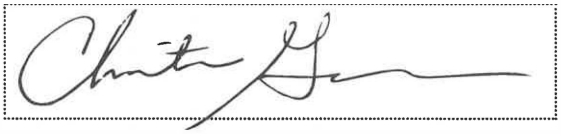
Jill Regal
RN



Blanca Marin
EVS Tech



Melissa Leaptrot
RN



Christine George
RN



Mona Denton
RN



Diana Baird
RN



Rachelle Goda
RN

ADDENDUM A

ST ANNE HOSPITAL

TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.

2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) hours beyond the end of a scheduled shift, all additional overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).

3. Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled ten (10) hour shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

4. Notification. Nurses working the day shift must notify the Employer two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the night shift must notify the Employer three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

5. 7/70 Schedule. Nurses scheduled to work seven (7) ten (10) hour days on duty, followed by seven (7) days off duty, shall be paid at the rate of time and one-half (1 1/2) for all work performed on their scheduled week off duty.

6. Weekends. For the purposes of Section 7.8 of the Employment Agreement, a nurse's shift will be determined by the majority of hours worked.

ADDENDUM B

ST ANNE HOSPITAL

TWELVE (12) HOUR SHIFT SCHEDULE

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

1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one half (12 1/2) hours. Nurses are entitled to a fifteen (15) minute paid rest break for every four (4) hours worked. Nurses working more than five (5) consecutive hours are entitled to a thirty (30) minute unpaid meal break. Rest breaks and meal breaks should be uninterrupted and may only be interrupted when there is an unforeseeable emergent circumstance or an unforeseeable clinical circumstance that may cause a patient to suffer life-threatening adverse effects.

2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of twelve (12) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. If a nurse works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.

3. Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled twelve (12) hour shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

4. Notification. Nurses working the day shift must notify the Employer two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the night shift must notify the Employer three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

5. Work On Day Off. If a nurse is regularly scheduled to work thirty-six (36) or more hours per week, the nurse will be regarded as a full-time employee for purposes of Section 9.10 of the Employment Agreement.

6. Weekends. For the purposes of Section 7.8 of the Employment Agreement, a nurse's shift will be determined by the majority of hours worked.

APPENDIX A
RESIDENCY AGREEMENT

Name: _____, RN Employee ID#: _____

Date of Hire: _____ Department: _____

St Anne Hospital ("Hospital") and _____, RN ("Nurse") wish to document the residency commitments between them. Nurses wish for the Hospital to provide _____ residency training; and the Hospital has a need for nurses with such qualifications. Therefore, this Residency Agreement ("Agreement") is in consideration of the mutual understandings noted below:

Description of Residency Agreement: Nurse has applied for and been accepted into the Hospital's residency program. Upon satisfactory completion of the introductory period in accordance with section 4.8 Nurse shall owe Hospital Five thousand dollars ($5,000) or two (2) years of employment at .75 FTE or above.

Loan RePayment and Service Understandings: Hospital will not require the payment if the Nurse works for Hospital as a Registered Nurse for the duration and at the FTE noted above. The time period will be calculated from the date Nurse begins working in _____ after satisfactory completion of the residency ("start date"), and shall be extended to reflect any leaves of absence that may occur during this time period.

Should Nurse resign from his/her position within two (2) years of the start date, Nurse understands and agrees that Nurse will be required to repay the Hospital, unless the Hospital determines that extenuating circumstances exist. Denial by the Hospital of the Nurse's claim that extenuating circumstances exist may be grieved by the Union. Should Nurse quit the residency program before completion, Nurse shall be required to repay the hospital twenty-five (25%) of the cost of the residency payback amount. The Hospital is authorized to withhold money from Nurse's last pay check and apply such amount toward the balance due.

Nurses who complete the residency program who are faced with involuntary low census shall have access to the low census fund via the same process as all other RN's. Nurses experiencing excessive involuntary low census that is substantially impacting their income can request an exemption from Human Resources from the repayment and service agreement.

A nurse hired into a residency program by Hospital will be paid at the rate appropriate to his or her relevant experience.

Nurse and the Hospital agree to the above terms of this Residency Agreement, and voluntarily accept its two years of service.

_____ _____

Nurse Date Hospital Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. ANNE HOSPITAL

AND

SEIU HEALTHCARE 1199 NW

1. Financial Assistance. CHI Franciscan employees may benefit from the same financial assistance that CHI-Franciscan offers to all patients. Obtaining financial assistance is an interactive process that involves participation of the employee. With regard to employees who are also patients at CHI Franciscan facilities, when assistance is sought by the Employee, the Employer commits to its policy of offering assistance to resolve medical debt prior to referring the employee to collections. The Employer will send an annual letter describing the Financial Assistance program.

2. One-time Enrollment and Dental. A one-time, mid-year Annual Enrollment will occur as soon as practicable for the current Zenith Core Medical plan participants in order for them to enroll in the CHI Medical Plan with an effective date of May 1, 2020. Nurses currently enrolled in the CHI Dental plan will convert to dental premiums offered to other Franciscan employees and receive a retroactive premium adjustment to January 1, 2020 representing the difference between the 2019 Highline CBA's dental rate and the 2020 CHI Franciscan standard dental rates. The rebate will be added to the regular paycheck within three pay periods of the premium change. *Note:* the above-stated language is included in this 2022-2025 CBA for historical purposes only.

3. Core Medical Plan through Zenith. Any employee (or qualified dependent enrolled in the plan) covered on the Core Medical Plan through Zenith, effective January 1, 2020 through date of ratification, who sought medical services through an FMG provider, that was under the Plan's network in 2019, and received a denial (due to out of network only) will be reimbursed for out-of pocket expenses in accordance with the 2019 Plan Documents. Any employee seeking review of a denied claim must bring this to the attention of Human Resources for assistance and coverage and calculation of payment. Other consideration after ratification would be for emergent medical services only until full transition over to the CHI Medical Plan. For those employees enrolled in the 2020 Zenith Employee + Child tier, a $200 lump sum bonus will be paid the first pay period of January 2021. *Note*: the above-stated language is included in this 2022-2025 CBA for historical purposes only.

4. The employer agrees not to pass on any premium increases for calendar year 2021. Thereafter Employers proposal 10.1.1 will apply. *Note*: the above-stated language is included in this 2022-2025 CBA for historical purposes only.

5. Health Bonus. If a wellness incentive is not offered during any benefit plan year to eligible employees or if it is reduced below $450, those employees who participate in an Employers benefit plan will be entitled to a Health Bonus up to $450 based on participating in a hospital-based program designed to encourage wellness activities. The hospital-based program will be designed by management with input from the Labor Management Committee. Any earned health bonus will be paid in a lump sum in the first pay period of February following the applicable benefit year, as part of the employee's regular pay and subject to applicable tax withholding. In order to receive the payment, the individual must be employed on the date of payment.

6. Wellness Committee. The Employer and the Union share a mutual interest in researching best practices in cost containment features and the benefits that ensure quality but also address increasing costs. To achieve these ends, there will be a benefits subgroup of the Labor-Management Committee. The Union will appoint up to a total of five (5) representatives from the represented bargaining units including one (1) organizer. The Employer will appoint up to five (5) Management representatives including up to two (2) HR representatives. The subgroup shall be advisory and shall begin by within ninety (90) days of the date of ratification.

   The subgroup will meet monthly, for up to 90 minutes per meeting, through the sixth (6th) month following the date of the first meeting. After the sixth month, wellness will become a regular topic on the Labor Management Committee agenda. All representatives in the subgroup will be on paid release time for the meetings. The Employer and the Union agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success.

   The subgroup will also explore wellness best practices, hospital wellness participation data and to make recommendations for program improvements to management and the Union. If the subgroup develops any mutually agreed upon recommendation for changes, the Union and management shall, upon the request of either party, use the Labor Management Committee to review the recommendations. In performing its work, the subgroup will concentrate its efforts on:

   a. Understanding bargaining unit employee utilization;
   b. Reviewing St. Anne Hospital wellness program results with the goal of improving health outcomes;
   c. Education regarding preventative care; and
   d. Education regarding the use of generic drugs as a key pharmacy benefit.

7. Safety. Hospital Administration, including a representative from the Security Department, shall, within ninety (90) days of contract ratification, meet with the Safety Committee for up to two (2) hours to review concerns regarding parking and facility exterior safety security issues.

As provided for in Section 14.2, the Safety Committee will meet on a schedule sufficient to comply with regulatory requirements The Safety Committee shall have discretion to meet more frequently, up to and including, on a monthly basis. Upon request from committee members, hospital administration will meet with the safety committee for up to two hours per quarter. The employees who attend the meetings shall be on paid time.

The committee will review potential solutions to safety issues, including but not limited to:

a. the adequacy of parking security, security gates in the parking garage, security escort services and regular security patrols in parking lots/areas especially in hours of darkness ;
b. how and when to properly screen visitors to the Emergency Department, use and need of security rooms or locked security rooms or other options, and weapons screening at the Emergency Department entrances;
c. ensuring all employees have access to a personal safety device provided by the employer within six (6) months of ratification.

During the term of this Agreement, the hospital will not reduce any security measures without prior discussion in the Safety Committee, absent exigent circumstances.

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

8. Electronic Communication. The Employer will provide communication, including responses to requests for information from the union, electronically. When requested by the Union, and practicable, the Employer will provide information in a common electronic format, for example Excel or Word format.

LETTER OF UNDERSTANDING

BETWEEN

ST. ANNE HOSPITAL
AND

SEIU HEALTHCARE 1199 NW
(RN Unit)

1. Current Employees Exempted from the Union Shop Provision. The Union and the Employer agree that those employees employed by St. Anne Hospital Hospital in any capacity on June 28, 2002, who are not members of the Union on June 28, 2002, shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of Article 2 thereafter.

2. Seniority Definition. Prior to ratification of the 1995-1998 Employment Agreement, all St. Anne Hospital registered nurses accrued seniority for bargaining unit purposes whether they were in or outside the bargaining unit. This previously accrued seniority shall be retained for all of these employees. Upon ratification of the 1995-1998 Employment Agreement, seniority will only accrue in the future while a registered nurse is in the bargaining unit. If in the future a nurse leaves the bargaining unit, all previously accrued seniority shall be retained, but no additional seniority shall accrue outside the bargaining unit. A nurse working outside the bargaining unit shall not use any previously accrued seniority for job application purposes or for bumping any bargaining unit employee. All bargaining unit nurses shall be considered first for job openings. If the nurse applicant obtains a bargaining unit position, the nurse shall thereafter be entitled to utilize those seniority hours previously accrued for contract purposes.

3. Unit Merger and/or Restructure. It would not be the Hospital's intent to restructure a unit so as to decrease the FTEs of all positions on an "across-the-board" basis in order to avoid a layoff.

4. Clinical Groups. As referred to in the collective bargaining agreement, clinical groups include:

    1. Labor/Delivery; Nursery; Post partum
    2. Operating Rooms (inpatient and outpatient)
    3. PACU (inpatient and outpatient)/Day Surgery
    4. IV Therapy
    5. Endoscopy Lab and SPU
    6. CCU/TELE

7. ER
8. Medical; Surgical
9. Float Pool
10. Outpatient Chemo
11. Wound Care

Clinical groupings may change during the term of this Agreement based on unit mergers, unit closures, the creation of new units or work areas or for other operational reasons. The Employer will provide the Union with written notification of any changes to the Clinical Groupings prior to implementation of the change. The Employer will meet with the Labor-Management Committee to discuss the changes and to consider any input concerning the Clinical Groupings. The intent of the Union and the Employer is that the Clinical Groupings should always reflect the Hospital's current organizational structure.

5. Work Day. It is not the intention of the Employer to move the general workforce to shifts of less than eight (8) hours in duration nor is it the intent of the Employer to establish short shifts as the prevalent or dominant shifts. The normal work day referred to in Section 7.1 is intended to include scheduled shifts of less than eight (8) hours in duration when determined to be necessary for that particular clinical service.

6. Past Practices. The intent of the third sentence of Section 23.3, Past Practices, is that if there is a past practice that previously applied to all Hospital employees, the practice won't be changed to the detriment of the 1199NW bargaining unit, while it remains in effect for the other Hospital employees.

7. Alcohol and/or Chemical Dependency. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired nurse to remain in professional nursing practice so long as performance expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. The Employer and the Union will encourage and support employee participation in the State of Washington's substance abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

8. Nursing Technician. The Employer and the Union recognize the importance of being able to provide an optimal work experience for nursing students. Nursing Technicians will be assigned to and credentialed on a specific unit. The parties acknowledge that the professional nurse is responsible for determining the competency and skill of all persons to whom they delegate a task, including the Nursing Technician. If, in the nurse's professional judgment, an unsafe condition exists, the nurse can determine not to delegate a task, including medication administration.

9. Dependent Care Assistance Program. The Employer intends to maintain a dependent care assistance program under Section 125 of the Internal Revenue Code, providing Section 125 remains unchanged.

10. Meal and Rest Periods. It is understood between St. Anne Hospital Hospital and the Union that: (1) Providing meals and rest breaks during the work day are an important health and safety concern; (2) During the Collective Bargaining Agreement, the Employer will explore possible new options to record meal periods and rest breaks; and (3) Employees will not be disciplined or receive any recrimination by reporting missed meal periods and rest breaks.

11. Incentive Pay for Extra Shifts. Any new incentive pay plans or change in current incentive pay plans for extra shifts to address staffing needs will be negotiated with the Union.

12. Voluntary Political Action Fund Deductions. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse St. Anne Hospital Hospital for the reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreements. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check off. Accordingly, the parties agree that the Employer 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 the Employers for the reasonable costs of administering the check off.

13. Float Pool. The Employer and Union share a common interest in reducing the use of agency staff and overtime. The Employer shall maintain the RN float pool.
To be eligible for a float pool position, a nurse shall be qualified in one of the following specialty areas: ER, Critical Care, Oncology, Mother/Baby, or Peri-Anesthesia.
Seniority shall be the determining factor in filling float pool positions, providing skill, competence, ability, experience and prior job performance are considered equal in the opinion of the Employer. Once selected for the float pool, the nurse will be oriented to the Medical and Surgical units. Float pool nurses are expected to work on any assigned unit for which they are qualified. In the event a nurse who is currently employed by St. Anne Hospital Hospital is selected for the float pool, transfer into the float pool will occur per Section 5.10, Job Openings, of the Agreement.

14. Ethical Dilemmas. The Hospital's Chaplains shall be asked by the Hospital, as a joint request of the Employer and the Union, to present for review of the Hospital's Ethics Committee the concerns presented by high-stress ethical dilemmas, development/coordination of a designated response "team" to provide emotional support, and possible referral to support services (*e.g.*, EAP). After such review, the Ethics Committee shall report on its review and decision(s) to the parties' Labor-Management Committee.

15. Inservice Programs. To further support efforts in continuing education, the St. Anne Hospital-Education Steering Committee (ESC) shall be asked by the Hospital, as a joint request of the Employer and the Union, to explore possible alternatives to help improve job-related inservices, such as inservice availability, staff coverage for inservice attendance, announcement improvements, monthly department presentations, "lunch 'n learn" programs, etc. The ESC shall periodically report on its review and decision(s) to the parties' Labor-Management Committee.

16. Vacation Preferences. The Employer and Union acknowledge that there is to be no preference when reviewing annual leave requests under the Collective Bargaining Agreement related to out-of-country trips over in-country vacations.

17. Work Schedules. The Employer and the union have a joint commitment to developing regular, repeating schedule patterns wherever possible. Within 60 days of the ratification of this agreement the Labor-Management Committee shall meet to identify departments that do not have regular, repeating schedule patterns. The Labor-Management Committee will work with representatives of those departments to identify means to achieve increased schedule template consistency in the respective departments.

18. Standby Hours. When the total average standby per group of nurses who have an expectation to share in the unit's overall standby hits 96 hours over a 30-day period, the Labor Management Committee will convene a meeting to evaluate and recommend a course of action with the goal to lower the standby hours expectation per nurse.

19. Union Meetings. Annual leave or unpaid personal leave (Section 13.7) may be approved to attend union Executive Board meetings, officer meetings, delegate meetings and training sessions, district delegate assemblies, or union conventions, subject to patient care needs/service requirements. As an alternative, with appropriate notice and subject to patient care/service requirements, the Employer will make a good faith effort to rearrange the work schedule to allow for time off while maintaining FTE status.

April 2019

Dear CHI Franciscan employee,

Providing access to health care has been central to our mission since the Sisters of St. Francis founded our first hospital in Tacoma more than a century ago. We continue their legacy today by serving individuals and their families with needed health care services regardless of their ability to pay.

Below is information about our financial assistance program that we are sharing with CHI Franciscan employees for your reference. If you talk with patients, their families, or community members who have concerns about being able to pay for necessary health care services, please encourage them to learn more about our program. CHI Franciscan employees and their family members may also benefit from the same assistance we offer to patients in similar circumstances.

In our most recent fiscal year, we incurred costs of $25,000,000 in providing charity (free and reduced-cost) care for individuals who could not afford to pay for necessary medical services. To determine eligibility for financial assistance, we consider:

1. **Medical necessity of services.** Necessary services are those which save one's life, make one well, or prevent a condition from becoming worse. In determining what is a necessary service, CHI Franciscan hospitals follow all requirements of the federal Emergency Medical Treatment and Labor Act, Section 246-453-010 of the Washington Administrative Code and applicable laws and regulations.
2. **Ability to pay for services.** We base our determination of eligibility for financial assistance on family income and household size. In order to make a final determination regarding eligibility for financial assistance, an applicant is required to complete a Financial Assistance Application, provide a single form of income verification per source of income, and must reasonably cooperate with CHI Franciscan. **As of July 1, 2016, free care may be available to patients with family income less than or equal to 300% of the U.S. Dept. of Health and Human Services Federal Poverty Guidelines.** Patients may also be eligible for assistance if paying the full cost of care would cause them to become impoverished. As of this year, 2019, the current U.S. Dept. of Health and Human Services Federal Poverty Guidelines are as follows:

Number of Persons in Family/Household	Family income that is 300% of the federal poverty level
1	$37,470
2	$50,730
3	$63,990
4	$77,250
5	$90,510

When one of our patients registers, they are told financial assistance is available to patients who qualify, and are provided with a summary of CHI Franciscan's Financial Assistance Policy or directed to the website where they can view the summary. Patients who are uninsured, express an inability to pay, or have an interest in seeking financial assistance are provided with a packet of information that includes the Financial Assistance Application and contact information for an eligibility specialist who can answer questions and assist the patient with completing the application. To apply for assistance, the patient must complete and submit the Financial Assistance Application along with required attachments. **Patients can apply for and receive assistance, even after they receive services for which payments are still being collected.** After receiving an application, CHI Franciscan will then notify the patient in writing within 14 calendar days to confirm eligibility and amount of assistance.

If the patient is ineligible, they will receive a brief explanation of the reason. For more details about our program or to access application materials (available in several languages), please visit our public website at www.chifranciscan.org/financialassistance or call 888-779-6380.

Thank you for continuing the Sisters' legacy of serving those in need with compassion and dignity.

Sincerely,

Rose Shandrow
Senior Vice President, Mission

Mike Fitzgerald
Chief Financial Officer

Note: the above-stated language is included in this 2022-2025 CBA for historical purposes only.