

COLLECTIVE BARGAINING AGREEMENT

2023 - 2026

Between

WASHINGTON STATE NURSES ASSOCIATION

and

VIRGINIA MASON HOSPITAL

Virginia Mason Hospital (a division of Virginia Mason Medical Center) and its Nursing Staff share the common purpose of providing quality health care services to the general public in an atmosphere of cooperation and mutual respect. This Agreement has been negotiated and agreed to by Virginia Mason Hospital (hereinafter referred to as the "Hospital") and Washington State Nurses Association (hereinafter referred to as the "Union") so that the Hospital and its nurses may have a clear and consistent understanding of their mutual expectations and responsibilities. This Agreement sets 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 Hospital recognizes the Association as the sole and exclusive bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Hospital; excluding all supervisory and administrative/management positions and all other employees.

1.1.1 Supervisory or Managerial Classification under the NLRA. The Hospital will not assert during the term of this Agreement that bargaining unit registered nurses covered by this Agreement are either supervisors or managerial employees as defined by the NLRA.

1.2 New Job Classifications. During the term of this Agreement, the Hospital will endeavor to give the Union advance notice prior to implementation of any new bargaining unit job classification for which the Hospital anticipates hiring individuals licensed as registered nurses.

ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION

2.1 Membership. All registered nurses who are currently members of the Union will remain members in good standing for the duration of the Agreement. New hire registered nurses will become members within thirty (30) days of employment unless they notify the Union in writing by email that they do not want to be a member. The notice must be time stamped within the applicable period. If the newly employed nurse fails to exercise the foregoing option within thirty (30) calendar days, then said nurse shall be required to become a member of and tender appropriate fees to the Union within thirty-one (31) calendar days of employment (hire) as a condition of continued employment.

Nurses who fail to comply with this requirement shall be discharged by the Hospital within thirty (30) calendar days after receipt of written notice to the Hospital from the Union unless the nurse fulfills the membership obligations set forth in this Agreement within that thirty (30) day period. The Hospital commits to not encouraging or discouraging membership in the Union.

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

2.2 Dues Deduction. During the term of this Agreement, the Hospital shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by members is set forth as Exhibit "A" to this Agreement. The amount deducted and a roster of all nurses using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse.

2.3 Bargaining Unit Roster. By the fifth of each month, the Employer shall provide, via Excel or other mutually acceptable program attached to email, the Union with a list of those nurses covered by this Agreement. This list will contain each employee's name, home address, home telephone number, employee number, unit, FTE, work status (full-time, part-time or per diem), rate of pay and date of hire. By the fifth of each month, the Employer shall provide, via Excel or other mutually acceptable program attached to email, the Union with a list of all employees covered by this Agreement hired during the previous month, and all employees moved into positions covered by this Agreement during the previous month. The list shall contain each employee's name, home address, home telephone number, employee number, unit, FTE, work status (full-time, part-time or per diem), rate of pay and date of hire. Additionally, the list shall identify all employees who left the bargaining unit, resigned or were terminated during the previous month. As of the date of this Agreement, the Employer's information systems do not allow it to include "shift" information on the reports described in the monthly roster. If the Employer modifies its information systems or acquires new information systems that allow it to include "shift" information, it will do so.

2.4 Agreement. Upon initial employment, nurses shall be given a copy of the current Agreement and the current "Application for Membership in the Union" and a return envelope. The Hospital will be kept apprised by WSNA of any changes to the Application for Membership to the Union. Current applications may be downloaded from the WSNA website. A copy of the nurse's job description is available upon request. The Union will provide copies of the Agreement, the "Application for Membership in the Union", and the return envelope to the Hospital.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to nurses' lounges, nursing units or other patient care areas of the Hospital for the purpose of investigating grievances and compliance with this Agreement provided advance notice is given to the Hospital. The Union may have access to the Hospital's premises which are open to the general public, for reasons other than those stated above, subject to the same general rules applicable to other non-employees. In no case shall the Association representative interfere with or disturb nurses in the performance of their work during working hours nor interfere with patient care or the normal operation of the hospital.

3.2 Local Unit Officers. The local unit officers shall not be recognized by the Hospital until the Union has given the Hospital written notice of the selection. Unless otherwise agreed to by the Hospital, 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.

3.2.1 New Hire Orientation. The Local Unit Officer (or designated member of the bargaining unit), will be scheduled to meet with new hired Staff RNs during their orientation, for a period of up to one (1) hour for the purposes of reviewing and explaining the contract including the conditions for membership as described in Article 2.1. An outline of the topics to be discussed during the orientation will be discussed at Conference Committee. It is mutually agreed that the topics covered at orientation will accurately reflect all aspects of the collective bargaining agreement.

3.3 Patient Care/Patient Safety Priority. The Union agrees that patient care and patient safety are the first priorities of the Hospital, and agrees that its Local Unit Chairperson and other officers, members, and representatives shall not interfere with or disturb nurses in the performance of their work and shall not interfere with patient care or the normal operation of the Hospital.

3.4 Bulletin Boards. The Hospital shall furnish a bulletin board in a prominent place for the use of the local unit. Materials posted may include meeting notices, local unit newsletters, training and education information, and general matters relating to professional nursing and health care. Additionally, other nursing unit bulletin boards may be used on a space available basis and with the prior approval of the appropriate Director for materials specifically relating to professional and educational matters. A Local Unit Representative shall promptly remove all outdated materials from the bulletin board. A Local Unit Officer will initial all postings.

ARTICLE 4 - DEFINITIONS

4.1 Resident Nurse. A staff nurse whose clinical experience after graduation is less than six (6) months, or a staff nurse who is returning to practice with no current clinical training or experience as a registered nurse, or a staff nurse who is engaging in new skills development within an established residency program. A resident nurse shall be assigned under the close and direct supervision of a designated staff nurse(s) and shall have progressive responsibilities as defined by the Hospital.

Commitment to Position: After a staff nurse has completed the residency program, the nurse may not, without consent of the Hospital, bid on a position outside the unit in which the residency occurred for a period not to exceed nine (9) months from the date on which the Residency Program was completed.

4.2 Staff Nurse. A bargaining unit registered nurse who is responsible for the direct and indirect nursing care of the patients of the Hospital. An experienced registered nurse returning to practice who has recently and satisfactorily completed a nursing refresher course approved by the Hospital shall be classified as a staff nurse for starting pay purposes. References to “nurse” in this Agreement shall mean “staff nurse.”

4.3 Charge Nurse. All staff nurses titled Charge Nurse or RN Facilitator shall be included within this definition. The Charge Nurse is a staff nurse who is assigned the responsibility for an organized unit for at least two consecutive hours. The definition of an “organized unit” shall be defined by the Employer. Charge Nurse role responsibilities, shift impacted, shift length, qualifications, title, rotation or non-rotation will be determined by Nursing Administration with input from the unit operations level with consideration given to unit staffing levels, shift, fiscal responsibility and general patient care needs. 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.

4.4 Preceptor. A preceptor is an experienced staff nurse proficient in clinical teaching who is specifically responsible for planning, organizing, implementing, and evaluating the new skill development of a nurse, student nurses or Nurse Technician II enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria based and goal-directed education and training for the duration of a defined training period. Nursing management will determine the need for preceptor assignments. Only certified staff nurses with an FTE of .5 or above will be eligible to serve as preceptors. In the event a certified staff nurse is not available to oversee the training period, the Employer may assign the duties and responsibilities of the preceptor to a non-certified staff nurse. No staff nurse will be assigned more than two (2) students per eight (8) hour shift or three (3) students per twelve (12) hour shift. Nurses teaching specific clinical skills or providing skills validation for less than a block of five hours are not eligible for preceptor pay.

4.4.1 Mentors. Mentoring is a voluntary off-duty activity in which nurses may choose to engage. A nurse’s choice to participate in mentoring will not impact their terms and conditions of employment, will not be factored into performance evaluations, or used in any manner that would impact the nurse’s employment.

4.5 Full-Time Nurse. A staff nurse who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period. Staff Nurses who work 12-hour shifts shall be considered full-time if they are regularly scheduled to work at least 36 hours per week or 72 hours in a 14-day period, provided they have successfully completed the required probationary period.

4.6 Part-Time Nurse. A staff nurse who is regularly scheduled to work at least sixteen (16) hours per week, and who has successfully completed the required probationary period.

4.7 Per Diem Nurse. A staff nurse who is regularly scheduled to work fewer than sixteen (16) hours per week or who is hired to work on an intermittent basis 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 make a good faith effort to work at least two (2) shifts every two pay periods, unless other specific arrangements are made with the Hospital in advance. Any per diem nurse not meeting this commitment may be terminated due to lack of availability. In addition, a per diem nurse may be terminated if the per diem nurse has not worked at the Hospital for a period of no less than one year because of lack of available work at the Hospital. Per diem nurses shall include nurses scheduled on a “call in” basis. Per Diem nurses shall be paid in accordance with the hourly wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage premium in lieu of all fringe benefits provided for in this Agreement except shift differential pay, callback pay, on-call pay, certification premium pay, longevity increments, and weekend premium pay. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement except that a per diem nurse shall be entitled to eight (8) hours of educational leave if they work the equivalent of at least a 0.5 FTE during the previous 12-month period. A full-time or part-time 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 full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

4.8 Probationary Nurse. A nurse who has been hired by the Hospital on a full-time or part-time basis who has been employed for fewer than ninety (90) continuous days. After this 90-day period, the nurse shall attain regular status unless specifically advised by the Hospital in writing of an extended probationary period, not to exceed an additional sixty (60) days. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure.

4.9 Regular Rate of Pay. Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the nurse’s hourly wage rate (8.1), B.S.N./M.S.N. Differential (9.11), shift differential when the nurse is regularly scheduled to work an evening or night shift (9.1), Charge Nurse pay for those hours the nurse is designated and working as a Charge Nurse including Charge Nurse, Clinical Advisor, House Clinical Advisor and RN Facilitator, and the fifteen percent (15%) wage in lieu of benefits for nurses selecting that optional method of compensation (8.4).

4.10 Hourly Wage Rate. The hourly wage rate shall be defined as the hourly wage rates set forth in Section 8.1 of this Agreement.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Hospital and the Union agree that conditions of employment shall be without regard to race, creed, color, sex, sexual orientation, gender identity or expression, religious beliefs, age (over 40), national origin, pregnancy status, the presence of a

sensory, mental or physical disability, marital status, or veteran or military status (provided the individual has not been dishonorably discharged), and any other bases protected under federal, state, or local laws. No nurse shall be discharged or discriminated against for any Association activity protected by the National Labor Relations Act, including serving on an Association committee or as a local unit officer outside of scheduled working hours.

5.1.1 Americans with Disabilities Act (ADA). In the event that the Americans with Disabilities Act conflicts with the provisions of this Agreement, the ADA shall control. Where possible, the Union shall be notified of any perceived conflict, and upon request, the Hospital shall meet with the Union to discuss the conflict. The Hospital shall endeavor to notify the Union on every accommodation made to Registered Nurses in the Bargaining Unit.

5.2 Notice of Resignation. All nurses are strongly encouraged to give at least forty-five (45) days' notice of resignation to the Hospital, and nurses shall be required to give at least twenty-one (21) days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. The Hospital will give consideration to situations that would make such notice by the nurse impossible.

5.3 Discipline and Discharge. Full-time and part-time nurses shall not be disciplined or discharged without 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 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. Per diem nurses shall have access to the Hospital's alternative dispute resolution procedure.

5.4 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. Nurses may request in writing that records of disciplinary action be removed from their own personnel file. Nurses will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. 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.

5.5 Parking. At a minimum, bargaining unit nurses shall have the same parking privileges as, and at no greater costs than, other employees of the Hospital (excluding medical residents). On-call staff nurses shall be provided parking within close proximity to the hospital. Any changes in parking of a substantial nature will be presented to the Conference Committee prior to implementation for discussion and review. Parking accommodations will continue to be made for the night shift at no charge. Security will continue to be available to assist in walking or driving staff nurses to and from their cars.

5.5.1 Bicycle Cages. The Hospital shall continue to provide secure, covered bike cage(s) for use by bargaining unit nurses. The capacity and number of bike cages shall be based upon the results of a survey sent to all employees concerning the need for such bike cages.

5.6 Floating. The Hospital retains the right to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. 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. When floated, nurses will not be required to provide care for which they do not currently have documented validated competencies. 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. Nurses required to float will be assigned a resource nurse for the designated shift. The Hospital will make a good faith effort not to assign float nurses as charge. Traveling nurses will be the first to float if they are qualified. Each unit will have orientation materials for familiarizing floats to the unit. Newly hired nurses may not be required to float for a period of six (6) months after they are hired. No nurse will be required to float more than once per shift.

5.7 Evaluations. All nurses will be formally evaluated in writing prior to completion of the residency or probationary period and on a regular and periodic basis thereafter. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. The nurse's participation, including a self-evaluation, is an integral part of the evaluation process. The nurse will be given a copy of the evaluation. Nurses will be required to sign the evaluation acknowledging receipt thereof.

Nurses 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 format may be developed in addition to supervisory evaluation at the discretion of the Hospital utilizing input by the nursing staff. Evaluations for Charge Nurses shall include input from nurses working in the unit to which the Charge Nurse is assigned. Evaluations for House Clinical Advisors will include input from the units for which they are a resource.

5.8 Communications. The Hospital recognizes and values input from its nurses on the many aspects of providing quality patient care. Nurses are encouraged to give input via the existing mechanisms at the unit level as well as through department committee structures on topics such as patient acuity and/or staff mix ratios. Nurses who have concerns regarding their working conditions shall raise those concerns through the appropriate levels of supervision. In addition, nurses who have concerns regarding their working conditions have the right to contact their WSNA representative.

5.9 Job Posting. When a full-time or part-time job opening occurs within the bargaining unit, house-wide seniority (see Section 6.1 for the definition of seniority) shall be the determining factor in filling such vacancy provided skill, competence and ability are considered equal in the opinion of the Hospital. A vacancy shall be posted in the hospital and on the particular unit at least seven (7) days prior to considering applicants from outside VMH.

During the first 7 days, a nurse who has the most seniority on the unit (Section 6.1) shall be awarded the job provided skills, competence and ability are considered equal in the opinion of the Hospital. If the job is not filled by an RN from the unit, the vacancy may be filled based on seniority (Section 6.1) by a nurse currently employed by the Hospital, provided skill, competence and ability are considered equal in the opinion of the Hospital, prior to considering applicants from outside VMH.

If the Hospital is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. Notice of job openings shall be posted at least seven (7) days in advance of filling where possible. To be considered for such job opening, a nurse must indicate such interest by applying through the standard transfer process. Nurses denied a posted position will be notified of the reason in writing.

ARTICLE 6 - SENIORITY

6.1 Definition. Seniority shall mean a nurse's continuous length of service (6.2) based upon hours worked with the Hospital from most recent date of hire as a registered nurse. Seniority benefits shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority based upon hours worked with the Hospital from most recent date of hire as a registered nurse.

6.2 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. For purposes of computing longevity (wage) increments and annual leave progression steps, a "year" shall be defined as twelve (12) months. Time paid for but not worked (excluding on-call 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.

6.3 Layoff. The following definitions and procedures shall govern during any layoff of bargaining unit nurses.

6.3.1 Definitions. As used in this Section, the following terms shall have the following meanings.

- a) "Layoff" shall mean any mandatory full or partial (more than 0.2 FTE or going from a benefit eligible to a non-eligible status) reduction in a nurse's hours for an indefinite period of time and/or permanent change in shift (shift change does not apply to changes in shift length that are on the same shift).
- b) "Qualified" means the ability to independently provide, to the satisfaction of the Nurse Manager, based on the job description, safe, direct patient care for the standard caseload on the unit with no more than six weeks retraining.

- c) “Available Position” can be a current vacant position or a position created by a laid off nurse.
- d) “Displaced Nurse” is a nurse whose position has been eliminated by the Hospital during a layoff but the nurse’s seniority allows the nurse to avoid layoff by moving into an available position.

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

6.3.2.1 Notice/Meeting. The Hospital will give at least thirty (30) calendar days’ advance written notice of a layoff to the Union and the Local Unit Chairperson. All full-time and part-time nurses to be laid-off or displaced will be given advance, written notice, at least twenty-one (21) calendar days prior to the layoff or displacement, or if management provides the nurse with less than 14 days’ notice, pay in-lieu thereof. Decisions regarding movement into available positions shall be made as soon as practical following receipt of notice of layoff.

6.3.2.2 Seniority Roster. The Hospital shall provide the Union with a seniority list of all bargaining unit nurses identifying every nurse’s seniority, unit and FTE.

6.3.2.3 Identification of Affected Positions. Within the time frames set forth herein, the Hospital shall identify the number of FTE’s in each unit to be reduced. The Hospital shall then add up the total number of FTEs to be reduced. The Hospital will start from the bottom of the Hospital-wide seniority roster and starting with the least senior nurse in the Hospital, will lay off nurses until the total number of FTEs to be reduced is reached. Nurses shall be laid off based on seniority, providing skills and/or ability are not overriding factors in the opinion of the Hospital based on relevant criteria. Layoffs shall not be used for disciplinary purposes. The Hospital will lay off nurses until the total number of FTEs to be reduced is reached, with the exception that after application of the layoff procedure, of the remaining FTEs on a unit, two-thirds (2/3) of the remaining positions must be filled by current unit nurses. The Hospital will then identify units which are above or below the identified FTE count. In the event units are consolidated, and layoffs become necessary, the same procedure will be used. In determining the number of FTEs to be reduced, each unit participating in the consolidation will maintain nursing staff in proportion to the resulting patient care needs.

6.3.2.3.1 If inpatient unit reconfiguration is necessary due to a merger or alliance with another organization, the process by which staff will be reassigned will be discussed at RN Conference. Following discussion at RN Conference, WSNA may request that negotiations occur between WSNA and VMH, subject to applicable labor laws.

6.3.2.3.2 Hospital Consolidations. VM will follow the process outlined below to conduct layoffs which are the result of a hospital consolidation.

The Hospital shall identify the number of FTE's in each unit to be reduced. The Hospital shall then add up the total number of FTEs to be reduced. The Hospital will start with the most senior nurse who will be given the choice to either stay and fill a remaining position on their home unit (e.g., level 11 Mother/Baby) or to be laid off and be considered part of the GHC hire process for open GHC positions. This process will be used provided the nurse's qualifications are not overriding factors in the opinion of the Hospital. The Hospital will lay off nurses until the total number of FTEs to be reduced is reached.

In determining the number of FTEs to be reduced, each home unit participating in the hospital consolidation will maintain nursing staff in proportion to current patient care needs.

6.3.2.4 Movement of Displaced Nurses into Available Positions. For those units which after applying the above procedure end up with unfilled FTEs, the unfilled FTE positions, combined with any vacant positions or newly created positions, shall be identified as available positions. For those units which after applying the above procedure end up with an excess of FTEs, the least senior nurses will be identified for displacement first, starting with the least senior nurse on that unit. In applying this procedure, the Hospital will make a good faith effort to have only full displacements, rather than partial reductions in FTEs.

Should a partial reduction in FTEs become necessary, the nurse involved will be given the option to be fully displaced, and be treated as any other displaced nurse. The nurse's reduced position will then become an available position. The Hospital will compile a list of all displaced nurses. The Hospital will start with the most senior displaced nurse who will have the option of either moving into a comparable, available position for which the nurse is qualified, or being laid off. The nurse may select a position with a different FTE status. The Hospital will continue through the list of displaced nurses until all available positions are filled, or until all displaced nurses have been offered their choice of available positions, whichever comes first. The choice to be laid off, rather than accept a position on the available list will not affect the nurse's recall rights or severance package (if applicable). VMH will not contest laid off RNs unemployment claims.

6.3.2.5 Agency Nurses. Except in cases of emergency, agency nurses shall not be called in to work on units and shifts which the Hospital has identified as requiring a reduction in FTEs.

6.3.2.6 Per Diem Positions. Nurses laid off pursuant to the above procedure shall have the option to be transferred to a per diem status for the unit from which they were laid off in accordance with Section 6.4.3.1.

6.3.3 Use of Paid Leave. All accrued annual leave will be paid out in a lump sum at the time of layoff.

Accrued sick leave will be frozen at the time of layoff and can be accessed upon recall, except in the case of being recalled to a non-benefit accruing status.

6.3.4 No New Hires. As long as any nurse remains on layoff status, the Hospital shall not newly employ nurses into the bargaining unit until all qualified nurses holding recall rights have been offered the position.

6.3.5 No Increase in Hours. Regularly scheduled hours will not be increased for employed nurses without following the process outlined in 6.3.6.

6.3.6 Job Posting. Section 5.9 of this Agreement regarding job posting will continue to be in force. The following order will be used for consideration in filling vacant positions: regular part-time and full-time nurses, qualified nurses on the recall roster, per diem nurses, and new hires.

6.4 Recall. In the event of a layoff, laid off nurses shall be placed upon a reinstatement roster for a period of twelve (12) months from the date of the layoff. At the end of the twelve (12) month period, upon written request to the Hospital, the nurse may extend their time on the recall roster for an additional three (3) months. Extension requests can be made every three (3) months up to a total of twelve (12) additional months. At the end of the time on the recall list the nurse will be transferred to per diem status if: 1) a per diem position is available, 2) the nurse submits a written request, and 3) the nurse is qualified based on relevant criteria.

6.4.1 Notice of Recall. When a vacant position occurs notice of recall shall be given in writing to qualified nurses by seniority. Nurses will be contacted by telephone and by certified mail. The most senior nurse on the recall roster will be offered the position first. The nurse must accept or refuse recall within five (5) business days of delivery or attempted delivery of the notice. It is the nurse's responsibility to keep the Hospital informed on how to reach the nurse on short notice.

6.4.2 Report Time. A recalled nurse who has been laid off will be allowed up to twenty-one (21) days to report to work after receipt of notice of recall.

6.4.3 Recall to a Different or Comparable Position. A nurse will not lose recall rights if they reject an offered position which is not comparable in shift, FTE (within 0.2 FTE), or which is going from a benefit eligible to a non-benefit eligible status, or which is a per diem position.

6.4.3.1 Acceptance of a Per Diem Position. If the recalled nurse agrees to take a per diem position they will maintain their position on the recall list.

6.4.4 Restoration of Seniority and Benefits. Immediately upon recall, a nurse shall have all previously accrued seniority restored. All other benefits shall be subject to existing eligibility requirements of the carriers. A nurse shall not accrue benefits or seniority while on layoff.

6.4.5 Leave of Absence. A nurse unable to respond to a notice of recall, due to a reason justifying a leave of absence defined by the contract, shall be recalled and simultaneously transferred to appropriate leave of absence status. The position may be temporarily filled as with other leaves of absence.

6.5 Termination. Seniority shall terminate upon cessation of the employment relationship for example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Hospital while on layoff, after twelve (12) consecutive months of layoff (twenty-four (24) consecutive months of layoff if the nurse extended pursuant to Section 6.4), or failure to comply with specified recall procedures.

6.6 Roster. In the event of a layoff, a seniority roster will be available in Human Resources.

6.7 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 Hospital will implement reduced staffing by releasing nurses from work in the following order:

- Nurses who have worked more than four (4) hours beyond their shift
- Volunteers
- Agency nurses
- Nurses on overtime
- Nurses working extra or incentive shifts for which they are receiving premium pay
- Per diem nurses, unless the per diem nurse must work to maintain his/her competency
- Staff nurses.

The Hospital will endeavor to rotate low census equitably among staff nurses on a shift starting with the least senior nurse first, providing skills, competence, ability and availability are considered equal in the opinion of the Hospital. If a nurse volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will be updated each month to add newly hired and transferred nurses. 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. Nurses may use annual leave to cover hours lost due to low census. Low census requests on holidays will be allowed on the basis of a house-wide lottery, provided that patient care is not compromised. Nurses with twenty (20) or more years of service, who have been scheduled in accordance with 10.5 will have their requests granted first.

6.7.1 Additional Hours. Nurses desiring additional hours should notify the Hospital in writing, identifying their specific availability. Additional scheduled hours in the assigned unit will first be offered to those nurses who have made the request who have lost hours due to low census during the last thirty (30) calendar-day period, with such additional hours to be paid at the nurse's hourly wage rate plus any applicable differential and/or premiums for the hours worked.

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 (8-½) consecutive hours, ten (10) hours' work to be completed within ten and one-half (10-½) consecutive hours, or twelve (12) hours' work to be completed within twelve and one-half (12-½) consecutive hours. Nurses regularly scheduled for eight (8) hour shifts may not be scheduled for ten (10) or twelve (12) hour shifts on either a temporary or permanent basis unless it is mutually agreeable to the individual nurse involved, and nurses regularly scheduled for ten (10) or twelve (12) hours shifts may not be scheduled for eight (8) hour shifts on either a temporary or permanent basis unless it is mutually agreeable to the individual nurse involved.

7.1.1 Where mutually agreeable to the individual nurse involved, a nurse may be scheduled for a combination of eight, ten and/or twelve hour shifts. Overtime in accordance with Section 7.5 shall be paid for all hours over eight (8) when scheduled for an eight (8) hour shift and all hours over ten (10) or twelve (12) when scheduled for a ten (10) or twelve (12) hour shift. Once scheduled, an eight (8) hour shift may not be changed to a ten (10) or twelve (12) hour shift for the purpose of avoiding overtime. A nurse who is regularly scheduled for a combination of eight (8), ten (10) and/or twelve (12) hour shifts may not be permanently scheduled for straight eight (8), ten (10) or straight twelve (12) hour shifts unless it is mutually agreeable to the individual nurse involved.

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 Innovative Work Schedules. An innovative work schedule is defined as a work schedule that may require a change, modification, or waiver of certain provisions of this Agreement. Innovative work schedules may be established by the Hospital with the consent of the nurse involved subject to the following minimum conditions:

7.3.1 The innovative work schedule shall be in writing, identifying in detail the type of schedule to be worked, the contractual provisions to be waived, and the terms to be substituted for the contractual provisions that are waived. A copy of the written innovative work schedule will be given to the Union and, upon request, discussed at Conference Committee prior to implementation.

7.3.2 The innovative work schedule shall be signed by the nurse working it and the nurse's immediate supervisor.

7.3.3 Articles 7 (except Section 7.7 Meal/Rest Periods) and 9 (except Sections 9.1 Shift Differential, 9.7 Work in Advance of Shift, and 9.10 Change in classification) and Section 11.3 Notification of this Agreement may be changed, modified or waived in a written innovative work schedule. The Hospital may not post rotating shifts. When a nurse requests to rotate shifts, the rotating shift may exceed fourteen (14) days. An agreement regarding the terms of the rotating shifts will be made in Conference Committee.

7.3.4 All other terms and conditions of this Agreement shall continue in effect unless changed, modified, or waived with the consent of the Hospital, the Union, and the nurse choosing to work an innovative work schedule.

7.3.5 Where innovative work schedules are utilized, during the first three (3) months, both the nurse and the Hospital reserve the right to revert back to the schedule which was in effect immediately prior to the innovative schedule by giving at least thirty days' advance written notice to the other party. After the nurse has been on an innovative schedule for three (3) months or more, the Hospital will not be expected to give a RN the same schedule which was in effect prior to the innovative work schedule, however, the Hospital will make every effort to work out a mutually agreeable schedule and will maintain the FTE status the nurse had during the innovative schedule.

7.3.6 The Hospital Staffing Office shall maintain copies of all innovative work schedules.

7.4 Work Schedules. It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. A draft monthly work schedule including approved time off will be posted seventeen (17) days prior to the beginning of the scheduled work period. The final monthly work schedules shall be posted ten (10) 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 final posted work schedules may be changed only by mutual consent. In the event a unit requires flexible start times due to patient care needs or the needs of the unit, the flexible start times will be rotated according to hospital-wide seniority, to the extent possible, unless decided otherwise at the unit operations level.

7.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1-½) times the regular rate of pay for time worked beyond the normal full-time work day or normal full-time work period. If a nurse works more than four (4) hours beyond the scheduled full-time work day, all additional overtime hours following the first four (4) hours of overtime shall be paid at the rate of double (2x) the nurse's regular rate of pay. If a ten (10) hour nurse works more than three (3) hours beyond the scheduled full-time work day, all additional hours following the first three hours of overtime shall be paid at the rate of two (2) times the nurse's regular rate of pay. Twelve (12) hour nurses shall be compensated at the rate of one and one-half (1-½) times the regular rate of pay for time worked beyond the normal full-time work day or full-time work period. If a twelve (12) hour nurse works more than two (2) hours beyond the scheduled full-time work day, all additional hours following the first two (2) hours of overtime shall be paid at the rate of double (2x) the nurse's regular rate of pay. For purposes of computing overtime, the nurse's regular rate of pay shall include shift differential. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Excluding emergency situations, as a matter of policy, nurses shall not be rescheduled for extra work because of time off with pay.

7.5.1 Perioperative Services nurses who work any combination of call back and/or overtime hours in excess of twelve (12) hours in a two (2) week pay period shall be compensated at two (2) times their regular rate of pay.

7.6 Overtime Approval. All overtime must be approved by supervision. The Hospital and the Union agree that overtime should be minimized. The Employer will comply with Washington State law (RCW 49.28.130-.150) restricting mandatory overtime for nurses. In situations where overtime work will not be in violation of Washington State law, volunteers will first be sought and if there are insufficient volunteers, reasonable overtime may be assigned equitably consistent with RCW 49.28.130-.150. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1-½x) or double time (2x). When a nurse is eligible for two (2) or more forms of premium pay and/or overtime pay, the nurse will receive the highest pay rate.

7.7 Meal/Rest Periods. All nurses who work for five (5) hours or more shall receive an unpaid meal period of one-half (½) hour. Nurses required to remain on duty or in their unit 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. Effective thirty (30) days after the ratification of this Agreement, nurses working twelve (12) hour shifts shall receive a second unpaid meal period, unless the nurse waives the second meal period in writing. If a nurse is unable to take a meal or rest period, the nurse shall record the missed meal or rest period in the Hospital's timekeeping system. The Hospital recognizes that accurately recording a missed rest period is a protected right.

Effective. July 1, 2024, the break buddy system will not be the primary method of providing break relief and will only be used as a last resource. Specifically, the break buddy system will be a last resource to ensure meals and breaks are provided on a unit, as defined in the unit's meal and break plan. No later than July 1, 2024, the Hospital will develop and implement a system to allow nurses to report when the break buddy system was used to cover a break. This data will be broken down by unit, and all data collected will be shared with the Staffing Committee and the WSNA Nurse Representative on a quarterly basis; the first data will be provided to the Staffing Committee and the WSNA Nurse Representative on October 1, 2024.

- Unit management, with input by the bargaining unit staffing committee representatives, will create a meal and break process for their unit.
- Break relief nurses shall have similar skills, scope, and competencies and shall not have a patient assignment.
- Plan(s) shall be submitted to the hospital staffing committee no later than May 15, 2024 and shall be reviewed during the next staffing committee meeting for its approval.
- Upon approval by the hospital staffing committee, or effective July 1, 2024, whichever is sooner, leaders shall implement the meal and break plan(s).
- If nurses on a unit miss more than 20% of meal and rest breaks during a quarter, the hospital staffing committee will review the unit's meal and break plan(s) to determine if there are systemic issues on the unit leading to these problems. The hospital staffing committee can make recommendations to the unit on how to meet the plan.

7.8 Report Pay. Staff nurses who are released from duty by the Hospital because of low census, but who are unable to be reached and therefore report as scheduled, shall receive four (4) hours' work at the regular rate of pay. Any staff nurse choosing not to accept four hours' work, shall not be paid.

7.9 Weekends. The Hospital 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 who is regularly scheduled to work every other weekend works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1-½) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. Assignment of weekend work to a nurse not regularly scheduled to work weekends and every other weekend off cycles may be altered with personal notification to the nurse at least fourteen (14) days 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 Hospital into an overtime pay condition. This time and one-half (1-½) premium pay provision shall not apply to nurses who request or agree to work more frequent weekend duty at the straight-time rate, or to nurses who have agreed to trade weekend work. The availability of weekend work shall be determined by the Hospital. The weekend shall be defined for day (including nurses scheduled for 12 hour day shifts) and evening shift nurses as Saturday and Sunday. For night shift nurses (including nurses scheduled for 12 hour night shifts), the weekend shall be defined as Friday night and Saturday night.

7.10 Rest Between Shifts. In scheduling work assignments the Hospital will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts for eight hour nurses, at least eleven (11) hours off duty between shifts for ten (10) hour nurses, and at least ten (10) hours off duty between shifts for twelve hour nurses. In the event a nurse is required to work their next scheduled shift with less than twelve (12) hours off (or a ten hour nurse is required to work their next scheduled shift with less than eleven (11) hours off or a twelve hour nurse is required to work their next scheduled shift with less than ten (10) hours off), all regularly scheduled hours worked without the required time off shall be at time and one-half (1-½). If a nurse is on-call and called back to work during the designated rest between shifts, the Hospital will attempt to accommodate requested schedule changes in order to provide the nurse with needed rest.

7.11 Shift Rotation. Where shift rotation is required by the Hospital, a good faith effort will be made to seek volunteers. When there are insufficient volunteers, shift rotation will be assigned among all nurses within a unit beginning with the least senior nurse first, providing skill, competency and ability are equal in the opinion of the Hospital. Shift rotation will be limited to fourteen (14) day periods.

ARTICLE 8 - COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the wage rates set forth in Appendix A attached hereto.

Effective the first pay period after ratification, the wage grid attached as Appendix A will apply.

Effective first full pay period after September 1, 2024, a 4.0% across-the-board raise will be applied to all steps in the wage grid.

Effective first full pay period after September 1, 2025, a 3.0% across-the-board raise will be applied to all steps in the wage grid.

8.2 Dates of Implementation. The initial wage increase and all increases to other forms of compensation shall become effective the first full pay period following ratification, unless otherwise stated in this Agreement. Subsequent across-the-board raises will become effective the first full pay period on or after September 1 of each year.

8.3 Recognition for Past Experience. Full-time and part-time nurses shall be compensated in accordance with the following plan:

Nurses will be hired into the salary schedule set forth in Appendix A, giving recognition for past experience as follows:

Acute, Outpatient and Sub-Acute Care Experience: one year credit for each year of continuous recent experience.

Long-term, Community, Homecare Experience and LPNs: At least one year credit for each two years of continuous, recent experience.

Foreign Educated RN Experience: One year for each one year of continuous, recent experience.

Nursing judgment may be used to determine the nature of the previous experience.

8.4 Wage in Lieu of Benefits. In lieu of all fringe benefits provided for in this Agreement except for shift differential pay, callback pay, on-call pay, certification premium pay, and longevity increments, and weekend premium pay, full-time and part-time nurses may elect to receive additional wage compensation equal to fifteen percent (15%) of their base hourly pay. Premium paid nurses shall accrue seniority but shall not be eligible for any other benefits provided for in this Agreement. This election must occur within the first ten (10) days of employment or transfer to an eligible position or annually on dates designated in advance by the Hospital, providing the nurse presents the Hospital 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.

ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential. Nurses who work the evening (3 pm.- 11 pm.) shift shall be paid a shift differential of Three Dollars (\$3.00) over the hourly wage rates of pay. Nurses who work the night (11 p.m.-7 a.m.) shift shall be paid a shift differential of Five Dollars (\$5.00) per hour over the hourly wage rates of pay.

Nurses shall be paid the appropriate shift differential for those hours worked on the evening or night shift if two (2) or more hours are worked on the designated shift. If a nurse works beyond the end of the scheduled shift for which he/she is already entitled to shift differential, that shift differential shall continue until the nurse is released from duty.

9.2 On-Call Pay. Nurses who are on-call off hospital premises shall be compensated at the rate of Five Dollars (\$5.00) per hour. On-call duty shall not be counted as hours worked for any purposes. On-call nurses may be provided with signal devices. Nurses who are on low census shall not be required to be on-call for that low census shift. If called to work, on-call pay will continue to be paid.

9.3 Callback Pay. A nurse who is on-call and is called to work shall be compensated at the rate of time and one-half (1-½) the regular rate of pay for a minimum of three (3) hours. If a nurse is called to work, on-call pay will continue to be paid. Travel time to and from work will not be considered time worked. A nurse, who is not on-call, who is not on the premises and agrees to come into work on the same day when they work, will be paid time and one-half (1-½) for all of the unscheduled hours worked with a minimum three (3) hours. An eight hour nurse who has left the premises and is required to return to work with less than twelve (12) hours off [or a twelve hour nurse who has left the premises and is required to return to work with less than ten (10) hours off], will be paid time and one-half (1-½) for all hours worked within the twelve (12) hour off period [or ten (10) hour off period for twelve hour nurses]. The nurse will be paid time and one half (1-½) for a minimum of three (3) hours. A nurse called into work while on-call on a holiday shall be paid double time (2x) for all time worked with a minimum of three (3) hours.

Travel time to and from the Hospital shall not be considered time worked. The three (3) hour minimum will not apply if the work is in advance of shift or the nurse continues working in an overtime status after the end of the scheduled shift. Within any 3 hours of call back, only one 3 hour minimum premium applies; there cannot be “stacking” of minimum hours.

9.4 Charge Nurse. Any nurse assigned as a Charge Nurse, including Charge Nurse, Clinical Advisor, House Clinical Advisor, RN Facilitator, shall receive a premium of Three dollars and twenty-five cents (\$3.25) per hour. Mandatory code responders who are not already receiving charge pay, will also receive charge pay for all hours worked.

9.5 Certification Premium Pay. Upon request, nurses certified by ANA or a specialty nurse organization who are working in the area of their certification shall receive a nursing certification premium of One Dollar and Sixty cents (\$1.60) per hour for all hours worked as follows:

9.5.1 A list of approved certification programs will be kept in Nursing Administration. Once a year, the list will be reviewed by the Conference Committee. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for certification, recertification fee schedule, mailing address, and any other pertinent information to Nursing Administration. Nursing Administration shall have the final decision as to whether any changes will be made to the list.

9.5.2 The nurse must document certification achievement and maintenance.

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

9.5.4 A regular full or part time staff nurse will be given an additional eight (8) hours of education leave for taking an initial certification exam (one time only within their area of expertise as outlined in 9.5.1). In addition, the Hospital will reimburse nurses up to Four Hundred and Twenty Five Dollars (\$425) for the fee for taking such an initial certification exam.

9.6 Weekend Premium Pay. A nurse who works on a weekend shall receive Four Dollars and Twenty-Five cents (\$4.25) 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.

9.7 Work in Advance of Shift. When a nurse works 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 (1-½) the straight time rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

9.8 Work on Day Off. Nurses who have worked over forty (40) hours in the work week and who are called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1-½) times the regular rate of pay for the hours worked. If a nurse who is not on call agrees to be called into work on a holiday, the nurse shall be paid double time (2x) for a minimum of three (3) hours.

9.9 Preceptor Premium. All preceptors shall receive an additional One Dollars and Fifty Cents (\$1.50) per hour for performing preceptor duties and responsibilities.

9.10 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.

9.11 B.S.N./M.S.N. Differential. Nurses who have a Bachelor of Science shall receive a differential of one dollar (\$1.00) for all compensated hours. Nurses who have a Master of Science Degree in nursing or equivalent advanced degree in nursing (including PhD in nursing or DNP), will receive a differential of two dollars (\$2.00) for all compensated hours. The Nurse is required to provide appropriate proof of the qualifying degree, and no retroactive payment is due if the Nurse provides appropriate proof at a later date.

ARTICLE 10 - ANNUAL LEAVE

10.1 Accrual. Effective September 1, 2024, Full-time and part-time nurses shall receive annual leave benefits based on years of service in accordance with the following schedule.

For purposes of accruing annual leave, a “year” shall be defined as 2,080 hours of work.

Upon Completion of:	Annual Hours Accrued
1 through 3 years	18 Annual Leave days
4 years, 5 years	26 Annual Leave days (208 hours)
6 years, 7 years	27 Annual Leave days (216 hours)
8 years, 9 years	28 Annual Leave days (224 hours)
10 years, 11 years	29 Annual Leave days (232 hours)
12 through 19 years	31 Annual Leave days (248 hours)
20 or more years	32 Annual Leave days (256 hours)

Staff nurses who have selected the wage premium option (Section 8.4) shall not be eligible for annual leave benefits. Each nurse’s current annual leave balance shall be included with their pay check.

10.2 Scheduling. Annual leave shall begin accruing the first day of employment. During the probationary period, a nurse is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, a nurse shall be eligible to take any annual leave which has accrued. All annual leave (other than that used for qualified unforeseen absences under the Washington Family Care Act or the Family Medical Leave Act) must be scheduled in advance in accordance with 10.2.2, 10.2.3, 10.2.4 below and be approved by supervision. The Hospital shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the hospital. When approving annual leave requests, the Hospital shall not condition approval on the nurse working or finding coverage for some of the hours the nurse has requested off. Patient care needs will take precedence over individual requests. Generally annual leave may not be taken in increments of less than the nurse’s regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. Individual requests for extended time off will be considered on a case by case basis by supervision taking into consideration other time off requests and patient care needs. Any change in vacation scheduling procedures will be presented to the Conference Committee prior to implementation for discussion and review.

10.2.1 Cash Out Option. Effective in 2024, Virginia Mason Medical Center will allow Annual Leave cash outs in accordance with IRS regulations. A nurse may elect to cash out up to 50% of their Annual Leave accrual (up to 120 hours). Nurses electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during November Annual Enrollment each calendar year prior to accruing the time off in the following year. For example, during Annual Enrollment a nurse may make an irrevocable election to cash out up to no more than 50% of the Annual Leave hours they will accrue in the next calendar year, not to exceed one hundred twenty (120) hours. The payment will be made in the following calendar year during the pay periods defined below. Note: Nurses accruing Annual Leave at the 18 Annual Leave days level (144 hours) may elect to cash out up to 100 hours of Annual Leave in the following year. Payments will be made as follows:

Fifty percent (50%) of election amount paid by July 31 (not to exceed 60 hours) and the remaining fifty percent (50%) paid by December 31 (not to exceed a total of 120 hours or 100 hours for those with accrual at the 18 Annual Leave days level (144 hours)).

By December 31– the remaining number of hours not cashed out up to 120 hours annual maximum (100 annual maximum for RNs accruing at the 18 Annual Leave days level (144 hours)).

Or one hundred percent (100%) of election amount (not to exceed one hundred twenty (120) hours or one hundred (100) hours for those accruals at the 18 Annual Leave days level (144 hours)).

Accrual banks are visible on the paystubs.

Employees who elect a pay-out twice per year and who have not accrued fifty percent (50%) of their election by July will receive the amount they have earned toward their election and the remaining hours will be paid at the time of their December pay out.

Employees who experience a reduction in their overall Annual Leave accrual (i.e., change in hours worked, etc.) or who stop accruing Annual Leave due to a leave of absence or reaching the annual maximums, for example, may not reach their full cash out election amount and as such will only be paid what they have accrued toward the cash out election at the time of payout.

Additionally, the employer shall provide cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with the U.S. Department of Treasury regulations.

Nurses terminating employment with Virginia Mason Medical Center shall not be subject to the limitations above and shall be paid at 100% in accordance with Article 10.5 of the Collective Bargaining Agreement.

10.2.2 Annual Leave Scheduling Procedure - Prime-time Period 1. Annual Leave Prime time period 1 is defined as the week that includes Memorial Day through the week that contains Labor Day of each year. Requests for prime-time vacation will be submitted between January 1 and January 30th for the current calendar year and will be approved on a seniority basis. This provision becomes effective on January 1, 2025. Notice of Approval or denial will be communicated no later than February 28th. During this January request period, no more than two (2) weeks of annual leave will be granted for prime-time period 1. A “week” for purposes of Annual Leave Scheduling runs from Monday-Sunday. However, nurses with 20 or more years of seniority may continue to request up to (and will not be unreasonably denied) three (3) full weeks of annual leave during the January request period.

Requests for prime-time period 1 submitted after January 30th will be granted on a first-come first-served basis after the annual leave schedule is posted. Nurses will be notified in writing thirty days of request submission as to whether the annual leave is approved. Requests submitted for prime-time period 1 subsequent to the January request

period may be for any duration in addition to whatever days or weeks were requested and granted during the January request period.

10.2.3 Annual Leave Scheduling - Prime-time Period 2. Annual Leave Prime-time period 2 is defined as the week that includes Thanksgiving through the week that includes New Years Day. Requests for prime-time period 2 will be submitted between June 1 and June 30th for the current calendar year and will be approved on a seniority basis. This provision becomes effective on June 1, 2025. Notice of Approval or denial will be communicated no later than July 31st. During this June request period, no more than two (2) weeks of annual leave will be granted for prime-time period 2. A “week” for purposes of Annual Leave Scheduling runs from Monday-Sunday. However, nurses with 20 or more years of seniority may request up to (and will not be unreasonably denied) three (3) full weeks of annual leave during this June request period.

Requests for prime-time period 2 submitted after June 30th will be granted on a first-come first-served basis after the period 2 leave schedule is posted. Nurses will be notified in writing thirty days of request submission as to whether the annual leave is approved. Requests submitted for prime-time period 2 subsequent to the June request period may be for any duration in addition to whatever days or weeks were requested and granted during the June request period.

10.2.4 Annual Leave Requests Outside of Prime-time Periods. This provision will become effective January 8, 2024 for annual leave requests outside of prime-time periods in 2025. Annual leave requests outside of these prime-time periods can be submitted at any time and are granted on a first-come first-served basis. Nurses will be notified in writing thirty days of request submission as to whether the annual leave is approved.

10.2.5 Annual Leave for Nurses Receiving Pay in Lieu of Benefits. Nurses who receive pay in lieu of benefits may request and receive annual leave pursuant to the foregoing sections, except such leave will be without pay.

10.2.6 Holiday Scheduling Procedure. By July 31 of each year, each nurse shall sign up for holidays, ranked by preference (1-6), they would like off for the next calendar year (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) and for the New Year’s Day the year thereafter. In assessing competing requests for holidays off, the Employer shall take into consideration the holidays worked by each nurse the previous year and rotate such holidays yearly to the extent possible to resolve competing requests. By August 31 of each year, the Employer shall post in the unit the holidays the nurse shall be required to work the next calendar year plus the following New Year’s Day. Nurses with twenty (20) or more years of seniority shall not be required to work on holidays designated in this Agreement provided patient care will not be adversely affected.

A Nurse who works a shift starting between 12:01 am and 12:00 am on Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall be considered to have worked the holiday for the purposes of holiday rotation. A Nurse who works a shift starting between 3:00 pm December 24th and 6:59 pm December 25th shall be considered to have worked Christmas Day for the purposes of holiday rotation.

A Nurse who works a shift starting between 7:00 pm December 31st and 6:59 pm on January 1st shall be considered to have worked New Year's Day for the purposes of holiday rotation.

10.3 Annual Leave Maximum. Annual leave may be accumulated up to a maximum of two times (2x) the annual leave benefit (prorated for part-time employees). Once two times (2x) the annual leave maximum is reached, annual leave will stop accruing until the annual leave balance drops below the two time (2x) limit. A nurse will not lose accrued annual leave if the Hospital was unable to schedule the time off.

10.4 Pay for Work on Holidays. All full-time, part-time and per diem nurses who work on the following holidays, New Year's Day (which will begin on 7:00 p.m. on December 31st and end 11:00 p.m. January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (which will begin on 3:00 p.m. December 24th and ending 11:00 p.m. December 25th) shall be paid at the rate of one and one-half (1-½) times the nurse's regular rate of pay for all hours worked on the holiday. A nurse who works beyond their shift or work period on a holiday shall be paid at the rate of two (2) times the nurse's regular rate of pay for all such hours worked on the holiday.

10.5 Payment Upon Termination. After completion of probation, nurses who terminate shall be paid at the appropriate hourly wage rate 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.

10.6 Pay Rate. Annual leave pay shall be the amount the nurse would have earned had the nurse worked during the period of annual leave at the nurse's regular rate of pay.

10.7 Donation of Annual Leave. A benefit-eligible nurse who is on an approved family/medical leave and who has exhausted their sick/annual leave accrual benefits due to hardship shall be eligible to receive annual leave donations from other bargaining unit nurses. A nurse may donate up to forty (40) hours of annual leave per year provided the nurse has at least forty (40) hours of annual leave remaining after such donation and has used at least eighty (80) hours of annual leave during the twelve (12) months preceding the donation. Any hours donated are transferred on an irrevocable basis.

ARTICLE 11 - SICK LEAVE

11.1 Defined. The Employer provides sick and safe leave benefits in accordance with all applicable state, federal and local laws or ordinances. In order to comply with paid sick leave laws, all nurses, including per diem nurses, accrue Sick and Safe Leave. Nurses who earn contractual sick leave ("Sick Leave") and statutory sick leave [Seattle Paid Sick and Safe Time and state Paid Sick Leave (collectively referred to as "PSST")] are limited to a combined total as described below.

11.2 Accrual of PSST and Sick Leave. The accrual rate for PSST shall be one (1) hour for every thirty (30) hours worked. There is no cap on PSST accruals; however, only seventy-two (72) hours may be carried over from year to year.

Accruals of PSST in excess of the maximum seventy-two (72) hours will be rolled over annually into the Nurse's contractual Sick Leave balance. All nurses shall accrue sick leave (wage continuation) insurance at the combined total rate (PSST plus Sick Leave) of not more than eight (8) hours for each one hundred seventy-three and three-tenths (173.3) hours worked. Nurses may carry over a maximum of six hundred forty (640) hours per nurse of combined sick leave hours. Nurses transferring to a bargaining unit position from other Virginia Mason Medical Center facilities shall retain their accrued sick leave and PSST. Each nurse's current sick leave and PSST balance shall be stated in each paycheck.

11.3 Use of Sick Leave and PSST.

11.3.1 Designation. For absences under this Article that qualify for Sick Leave, nurses may choose to designate such absences as either Sick Leave or PSST.

11.3.2 Use of Sick Leave. Sick Leave benefits shall be paid at the nurse's regular rate of pay for bona fide absences due to personal illness or injury, including pregnancy, miscarriage, abortion, and childbirth that prevent the nurse from performing regular duties. Sick Leave may be used to care for the nurse's child under the age of eighteen (18) years with a health condition requiring treatment or supervision. Accrued Sick Leave may also be used to care for a child age 18 or older with a health condition requiring treatment or supervision if the adult child is incapable of self-care due to mental or physical disability, or to care for a nurse's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or an emergency condition under the Washington Family Care Act ("WFCA"). In addition, nurses may use Sick Leave in all circumstances allowed by VMMC policies and protocols in effect at the time the leave is taken. The Hospital reserves the right to require reasonable proof of a nurse's reasons for using Sick Leave.

11.3.3 Use of PSST. PSST benefits shall be paid at the nurse's regular rate of pay for bona fide absences under the same circumstances that Sick Leave may be taken. In addition, nurses may use PSST in all circumstances allowed by any federal, state or local law or ordinance in effect at the time the leave is taken.

11.4 Notification. Unless it is not practicable, nurses working the first (day) shift shall notify the Hospital at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Unless it is not practicable, nurses working the second (evening) shift shall notify the Hospital at least two (2) hours in advance of the nurse's scheduled shift and nurses working the third (night) shift shall notify the Hospital 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 Hospital 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.

When a nurse is unable to give advance notice to the Hospital because emergency or unforeseen circumstances due to domestic violence, sexual assault or stalking, the nurse or their designee must give oral or written notice to the Hospital no later than the end of the first day that the nurse takes such leave.

11.5 Proof of Illness for Sick Leave. Because of the impact unscheduled absences have on patient care, employee attendance is a matter of periodic review. Excessive unscheduled absences may be grounds for progressive discipline. Unscheduled absences will be reviewed on an individual basis prior to the initiation of progressive discipline. Proven abuse of sick leave may be grounds for discharge. Prior to the payment of sick leave, reasonable proof of illness may be required. If the nurse or an eligible family member has a serious health condition, emergency condition or disability that is covered by the WFCR, FMLA, WAPFMLA or ADA, the nature of which causes multiple absences, the Employer will not consider such absences to be an occurrence, provided the employee has followed VMH policies on sick leave, annual leave, WFCR, WAPFMLA or FMLA. Upon the employee's request, records of disciplinary action regarding excessive unscheduled absences and/or sick leave abuse will be removed from the employee's personnel file after eighteen months if no further related discipline has occurred during that eighteen (18) month period.

11.5.1 Proof of Illness for PSST. For absences of three (3) days or fewer, the Hospital may not require verification that a nurse's use of PSST is for an authorized purpose. For absences of more than three (3) days, the Hospital may require verification that the use of PSST was for an authorized purpose. , but information regarding the nature of the condition may be requested by Human Resources for the purposes of administering medical leaves and reasonable accommodations.

11.6 PSST Leave and Absenteeism. The Hospital will not adopt or enforce any policy that counts the appropriate use of PSST as an absence that may lead to or result in discipline against the nurse.

11.7 No Discrimination or Retaliation. The Hospital will not discriminate or retaliate against an employee for their exercise of any rights under this Article, including the use of PSST.

ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

12.1 Health Plans. Beginning the first of the month following the start of employment, all full-time and all part-time staff nurses regularly scheduled to work twenty (20) or more hours per week, and coded A, B, or C, shall be eligible for participation in the Hospital's Health Plans. Participation in a specific insurance benefit shall be subject to specific plan eligibility requirements covering that plan.

12.2 Health Tests. The Employer shall provide tuberculin skin tests, and/or chest X rays as required by state law. The Employer will offer Hepatitis B vaccine and/or Titer in accordance with CDC Guidelines. The cost of the above lab test shall be borne by the Employer, provided the nurse makes arrangements in advance through the Occupational Health Service Office and such tests are conducted in the clinical laboratory located in the Medical Center.

12.3 Other Insurance. The Hospital will provide Workers Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

12.4 Retirement Plan. The Hospital will provide a retirement plan for nurses who are covered by this Agreement. Retirement benefits and eligibility requirements for participation shall be defined by the Hospital's plan.

12.5 Plan Changes. The Hospital shall provide the same health and retirement plans as offered to all other employees. In the event there are plan changes, the Hospital shall notify the Union at least forty-five (45) days prior to the implementation date, and meet with the Union upon request to review the plan changes.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 In General. All leaves of absence are to be requested from the Hospital in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days.

13.1.1 Total Leave Time. When a nurse takes a combination of leaves, the combined total leave time may not exceed twelve (12) months unless approved by the Hospital.

13.2 Paid Parental Leave. Bargaining unit benefits-eligible nurses shall be eligible for any paid parenting leave as the Employer provides to non-unit employees of the Employer, under the same terms and conditions as now or hereafter established.

13.3 Maternity Disability Leave. A nurse will be granted a leave for the actual period of disability associated with pregnancy or childbirth, without loss of benefits earned to the date such leave commences. During the maternity disability leave, the nurse shall use previously earned sick leave for the duration of the disability and may use annual leave thereafter to the extent earned. If neither is available, the leave shall be unpaid. Nurses will provide a licensed healthcare provider's statement confirming disability if the disability period will be greater than six (6) weeks. Nurses on maternity disability leave who return to work at the conclusion of the actual period of disability shall be returned to the same unit, shift, and former full-time or part-time status, unless the nurse would have been laid off during the leave pursuant to Section 6.3. Prior to the nurse returning from a maternity disability leave, the Hospital may require a statement from a licensed healthcare provider verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

13.4 Family/Medical Leave. Nurses who have completed the probationary period shall be allowed twelve (12) weeks family/medical leave to care for a newborn or adoption or fostering of a child; to care for a spouse, domestic partner as defined in Section 13.3.3, child or parent who has a serious health condition; or because of a serious health condition that makes the nurse unable to perform the functions of their position, without loss of benefits earned to the date such leave commences. VMH requires a healthcare provider's ("HCP's") certification to support a request for leave for a nurse with a serious health condition or for the nurse to care for a child, spouse, domestic partner or parent with a serious health condition.

The certification must include a statement that the employee is needed to care for the family member and must include an estimate of the amount of time the employee is needed to provide care. VMH may require, at its discretion and expense, a second medical opinion and periodic recertification. If the first and second opinion differs, VMH may require at its expense the binding opinion of a third HCP, who will be chosen jointly by VMH and the employee. If a leave qualifies under both federal and state law, the leaves shall run concurrently.

Family/Medical leave may be in addition to maternity disability leave. If the leave is due to the serious health condition of the nurse or the nurse's child, spouse, domestic partner or parent with a serious health condition, sick leave shall be used to the extent accrued and available for the duration of the leave. Sick leave may not be used for the care of a healthy newborn, or adoption or fostering of a child. If earned annual leave is available, it shall be used during the Family/Medical leave. If annual leave or sick leave (if eligible) is not available, the leave will be unpaid. Where the leave is to care for a newborn, or adoption or fostering of a child, and if both parents are employed by the Hospital, leave will only be granted to one parent at a time.

The parents shall split the basic twelve week FMLA entitlement between themselves. Where the need for leave is foreseeable, the nurse shall give at least thirty days notice; if the need for leave is not foreseeable, the nurse must give as much notice as practical under the circumstances.

Nurses who return to work before or upon the expiration of the 12 weeks' family/medical leave shall be returned to the same unit, shift, and former full-time or part-time status, unless the nurse would have been laid off during the leave pursuant to Section 6.3. Leave taken to care for a newborn, or adoption or fostering of a child may be taken in a single block or by mutual agreement on an intermittent or reduced schedule basis.

Leaves taken due to a serious health condition may be taken on an intermittent or reduced schedule when certified as medically necessary by the nurse's HCP. Benefits shall not accrue during the unpaid leave period itself. The Hospital shall, however, continue to provide health care coverage pursuant to this Agreement during the first twelve weeks of family/medical leave.

13.4.1 Extended Family Leave. Family leave to care for a child, spouse, domestic partner or parent, or to care for a newborn or newly placed foster or adopted child may be extended in the discretion of the Hospital for an additional three months, without loss of earned benefits to the date such leave commenced. If earned annual leave is available, it shall be used during this extended family leave. In the case of a serious health condition, any accrued sick leave shall be used as set forth above. Otherwise, the leave will be unpaid. Nurses shall be returned to the same unit, shift and former full-time or part-time status, or equivalent position whenever possible. Where not possible, upon return from this extended leave, the nurse shall be offered the first available comparable opening for which the nurse is qualified.

13.4.2 Extended Medical Leave. In the event the nurse requires medical leave beyond the twelve (12) weeks provided for in section 13.3 due to their own serious health condition, the nurse may request such leave in writing from their manager. A HCP's medical certification for the leave is required to be submitted as far in advance of the leave extension request as possible. Failure to provide the required HCP certification for the leave will be grounds for denial of the leave or possibly termination. The length of the extended leave, approved by the manager with consultation from a human resources representative, will be determined on a case by case basis, taking into consideration the

length of leave requested, department staffing needs, the prognosis for eventually returning to work, the availability of temporary coverage, and the overall impact to the unit. Similar considerations will be made by the manager in determining if the employee's position will be held available for the employee. There is no guarantee that a position will be available upon return from this leave. An employee returning to work from this type of leave will be given consideration for any open position for which they are qualified, in the opinion of the Hospital. If an open position is not available within thirty (30) days from when the nurse is released to return to work, or the nurse is determined not to be qualified for an open position, or if the employee is unable to return from the leave within the agreed upon leave time, or the employee's HCP has not released the employee to return to work, the employee's employment may be terminated from VMH. In the event of termination, the nurse will be kept apprised of vacancies for which the Hospital determines they are qualified for a period of thirty (30) days from the date of separation.

13.4.3 Definitions. Serious health condition, HCP, child, spouse and parent shall be defined in accordance with the Family Medical Leave Act. Domestic partner shall be defined in accordance with Virginia Mason policy contained in the Certification of Domestic Partnership.

13.4.4 Additional Leave Provisions. The parties recognize that federal, state, or local laws may require the Employer to provide leave in additional circumstances to those described in this Agreement. Currently, such circumstances include FMLA leave for a qualifying exigency arising out of the participation of a specified family member in active duty, FMLA leave to care for an injured service member, military spouse leave, and leave for victims of domestic violence, sexual assault, or stalking. When such circumstances arise, the nurse shall request the leave in accordance with Employer policies. For such leaves, domestic partners shall be treated in the same manner as spouses. The nurse shall use accrued annual and sick leave before taking unpaid leave, unless the law permits the nurse a choice.

13.5 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual leave time. Upon return from an approved military leave of absence, the nurse shall be returned to the same full-time or part-time status the nurse had prior to the leave.

13.6 Leave Without Pay. Nurses on a leave without pay shall not accrue nor lose seniority during the leave of absence for purposes of longevity increments or fringe benefits.

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

13.8 Return from Leave. Except as otherwise provided in this Article, 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 comparable opening for which the nurse is qualified.

13.9 Jury Duty. All full-time and part-time nurses who are called to jury duty in any judicial proceeding shall be allowed time off provided patient care will not be jeopardized in the opinion of the Hospital and shall receive their hourly wage rate during the period of actual jury service up to a maximum of eighty (80) hours (prorated for part-time nurses). If a nurse is temporarily or permanently excused from jury duty, the nurse shall promptly report to work, providing the nurse could actually work four (4) or more hours during the scheduled shift.

13.10 Witness Duty. All nurses who are called to be a witness in regard to a work-related matter in which the Hospital is a party in any judicial proceeding shall be allowed time off and shall receive the difference between their hourly wage rate and the pay received for witness duty during the period of actual service as a witness. Nurses subpoenaed for proceedings in regard to a non-work related matter and/or a matter in which the Hospital is not a party will be given unpaid time off. If a nurse is temporarily or permanently excused from the obligation to testify as a witness, the nurse shall promptly report to work, providing the nurse could actually work four (4) or more hours during the scheduled shift.

13.11 Personal Leave. Personal Leaves of absence for extended periods will be granted in accordance with VMH personnel policy and procedures except as noted in 13.12.

13.12 Personal Leave Hours. All full-time and part-time nurses shall be granted twenty-four (24) hours (prorated for part-time nurses) of personal leave per year without pay upon request; providing such leave does not jeopardize hospital service.

13.13 Bereavement Leave. Up to twenty-four (24) hours of paid leave (prorated for part-time nurses) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of unpaid leave may be granted up to a maximum of forty (40) hours. Immediate family shall be defined as grandparent, parent, step-parent, wife, husband, brother, sister, child, step-child or grandchild, mother-in-law, father-in-law, or domestic partner. For purposes of this section, a nurse who works three twelve (12) hour shifts (.9 FTE) per week on a regular basis will be considered full-time.

13.14 Supplementation of Statutory Leave. Nurses will have the same right to supplement statutory Washington Paid Family Medical Leave with accrued sick leave, if none, then accrued vacation leave, as all other non-bargaining unit hourly staff. WSNA will be provided thirty days' notice and an opportunity to discuss the impact on nurses should the current practice of allowing this supplement change.

ARTICLE 14 - COMMITTEES

14.1 Conference Committee. The Hospital, jointly with the elected representatives of the nurses, shall establish a Conference Committee to assist with peer and other mutual problems. This committee shall meet monthly, or more often as requested and agreed upon by both parties. The purpose of the Conference Committee shall be to foster improved communications between the Hospital and the nursing staff. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall be established on a permanent basis and shall consist of five (5) representatives of the Hospital and five (5) representatives of the nurses.

Representatives of the nurses shall include individuals from at least three (3) different clinical areas, whenever possible. One of the Hospital representatives may be the Chief Nursing Officer. All members of the committee shall be employees of the Hospital. Representatives on the Conference Committee may request meetings of the Committee to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel. With advance notice to the Hospital, a WSNA Nursing Representative may attend Conference Committee.

14.2 Nurse Practice Committee. A Nursing Practice Committee shall be instituted and maintained at the Hospital. The purpose of this committee shall be to discuss and improve nursing practices in the Hospital. The committee shall develop specific objectives subject to review by Hospital Administration. The committee shall be entirely composed of staff nurses plus one representative from Nursing Administration (preferably the Inservice Nursing Education Director). The members of the committee (excluding the Nursing Administration representative) will be elected by the local unit. The committee will be representative of all clinical areas and shifts. Organizational aspects of the committee shall be determined by the committee. This committee shall be advisory and will not discuss matters subject to collective bargaining or the Union's Agreement. Nurses shall have the responsibility for instituting the Nursing Practice Committee.

14.3 Professional Recognition. The objective of the Professional Recognition Program will be to provide career advancement incentives, clinical recognition and monetary advancement. A committee consisting of both administrative personnel and staff nurses shall be responsible for recommending appointments to a clinical level, reviewing the program and making recommendations regarding any program modifications. Any recommendations made by this committee to promote the goals of the program shall be subject to approval by Hospital Administration. Upon implementation of an approved program, the Hospital shall allocate up to one percent (1%) of the prior calendar year's bargaining unit W-2 payroll to fund the program.

14.4 Compensation. All time spent by nurses on Hospital established committees (including ad hoc or subcommittees) where attendance is required, and all time spent by members of the Conference Committee, Nurse Practice Committee and Professional Recognition Committee will be considered time worked and will be paid at the appropriate hourly wage rate plus any applicable shift differential for those hours worked. For purposes of this section, the 4 hour minimum provision (9.1) will be waived for hours worked after 7 p.m.

ARTICLE 15 - STAFF DEVELOPMENT

15.1 Professional Development. Nursing professional development is the lifelong process of active participation by staff nurses in learning activities that assist in developing and maintaining their continuing competence, enhance their professional practice, and support achievement of career goals. Nursing professional development builds on the educational and experiential bases of staff nurses across their professional careers with the ultimate goal of ensuring the safety and quality of health care to the public (American Nurses Association, 2000).

Staff nurses are responsible for participating in professional development activities to assure they possess the requisite knowledge, skills and attitudes to perform in a given setting. Competent practice requires integration of psychomotor and cognitive attributes, including clinical applications and problem-solving skills. Staff nurses demonstrate competent practice through validation of knowledge, skills and abilities necessary to provide safe, quality patient care in a given work setting.

15.2 Orientation. The goal of the orientation process is to ensure all newly hired staff nurses acquire the basic knowledge necessary to function safely in their position. The objectives of orientation shall be to familiarize new staff nurses with the objectives and philosophy of the Hospital and nursing services, to orient new staff nurses to Hospital policies and procedures, and to instruct new staff nurses as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a program in which the staff nurse will be oriented through a combination of on-line learning modules, classroom instruction, skills validation, floor and/or shift work.

15.3 Continuing Education. Continuing education refers to the systematic professional learning experience designed to supplement the knowledge, skills and abilities of staff nurses. The goals of continuing education are to promote professional development, enhance knowledge of safe, quality patient care and to facilitate an environment that promotes learning, networking, creativity and personal satisfaction.

A regular and ongoing continuing nursing education program shall be made available to all shifts and all nursing personnel with programs posted in advance. The posting shall indicate if attendance is mandatory. If the Hospital requires any training and/or competency validation, the nurse shall be paid at the regular rate of pay. Otherwise, it will be paid in accordance with Section 14.4. Continuing education programs include full or part day offerings. The Hospital will make a good faith effort to provide contact hours (continuing education units- CEUs) for programs offered in-house. Topics to be offered will be determined via input from nursing staff through various methods including discussions, surveys and representation on advisory committees to the clinical education department. Continuing education will be appropriate for the area of practice and may include seminars, workshops, conferences, in-services, study modules and grand rounds.

15.4 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. In accordance with Section 13.7 (Return from Leave) the nurse will be entitled to the first available comparable opening for which the nurse is qualified.

15.5 Approved Expenses. When the Hospital requires the nurse to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Hospital will pay approved expenses.

15.6 Education and Professional Leave. Nurses may be allowed up to a total of forty-eight (48) hours of paid educational and professional leave per year (prorated for part-time nurses) at their regular rate of pay; provided, however, the Hospital's approval of such leave will be based

on budgetary considerations, scheduling requirements, and the subject matter to be studied.

For purposes of this section, a nurse who works three 12 hour shifts (0.9 FTE) per week on a regular basis will be considered full-time. Acceptable subject matter for education leave will be designed:

1. to promote the safe and intelligent care of the patient; and
2. to develop staff potential; and
3. to create an environment that stimulates learning, creativity, and personal satisfaction.

15.6.1 The Hospital shall track, by Unit, the following:

- (1) The number of educational hours requested;
- (2) The number of education leave hours denied;
- (3) The reason for denial of educational leave hours;
- (4) The number of educational hours granted.

15.7 Sabbatical Leave. The Hospital will offer nurses sabbatical leaves as provided below. 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 full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas, or 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. A nurse who qualifies may request (1) a sabbatical of up to six (6) months or (2) a sabbatical of up to one (1) year after working thirteen (13) calendar years. Nurses granted a sabbatical will retain their seniority. The total number of sabbatical leaves that may be granted during any one calendar year will not exceed three (3). The Chief Nursing Officer will have the final determination on the number of nurses who may be on sabbatical at any one time. An employee granted a sabbatical agrees to return to regular employment with the Hospital following sabbatical for at least one (1) year. Nurses returning from sabbatical leave of no more than ninety (90) days shall be reinstated to their prior position. Thereafter, nurses will be reinstated to the first available comparable position for which they are qualified. Within forty-five (45) days of returning from sabbatical leave, the nurse will provide reports regarding the knowledge gained while on leave to the appropriate Director and the nursing staff in a format mutually agreed upon. A nurse is eligible to apply for another sabbatical seven (7) calendar years after returning from the previous sabbatical leave. The final decision to grant or deny a sabbatical will be made by the Chief Nursing Officer.

ARTICLE 16 - STAFFING

16.1 Hospital management, in cooperation with staff RNs has formed a Nurse Staffing Committee ("NSC") in compliance with applicable state law. The NSC will recommend staffing guidelines based upon nursing judgment, census and support staff availability.

- The NSC shall be responsible for performing the duties required of it under RCW 70.41 et. seq. Those responsibilities include the development and review of staffing plans as well as resolution of nursing complaints in accordance with the statute.
- At least one half of the NSC members shall be members of the bargaining unit. The Union will determine how the registered nurse members of the NSC are selected.
- The NSC will meet at least monthly or as mutually agreed by the NSC. The Hospital will relieve members of the NSC to attend scheduled meetings. NSC bargaining unit members will be paid for the time spent in scheduled NSC meetings at their regular rate of pay.
- Nurses may submit complaints about staffing plan compliance to the NSC. The NSC will develop processes to address such complaints in a manner consistent with the statute.
- One NSC member shall be designated to make a report at the next Conference Committee of NSC outcomes and overview of trends.
- The NSC will prepare an agenda and minutes of each meeting. The Hospital will use its best efforts to distribute these documents to NSC committee members seven days prior to the scheduled meeting.
- The CNO will attend the NSC meeting twice per year to engage with the NSC on the work of the committee.

16.2 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.

16.2.1 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.

16.3 Staffing and Progressive Guidance. Nurses will not be counseled, disciplined and/or discriminated against for appropriately raising patient-care issues including but not limited to questioning appropriateness of the assignment, filling out an ADO or participating in staffing committees.

ARTICLE 17 - WORKPLACE SAFETY

17.1 The Medical Center recognizes that RNs need to be protected against violence in the workplace from patients, visitors, patient family members and others, and will continue to take steps to ensure the safety of nurses.

17.2 An RN Task Force on Workplace Violence Prevention is established, to be composed of three bargaining unit Nurses (selected by the Association) and three members of management (including at least one representative of Hospital security). An Association representative may also attend and participate. The Task Force will meet at least once per quarter, with up to two (2) paid hours at straight time for participating bargaining Unit Nurses.

17.3 The Task Force shall present recommendations to Hospital leadership for interventions that may be effective to prevent workplace violence events. The Task Force will discuss and make recommendations regarding all such interventions, either on a pilot or longer-term.

17.4 The parties may also agree to activate the Task Force to debrief on individual instances of workplace violence and make recommendations based on such incidents.

17.5 Notices will be posted stating that neither weapons nor violence against employees are tolerated on the Hospital's premises and that the Hospital will pursue prosecution of violators.

17.6 The Hospital will not discourage a nurse from filing a police report or any agency claims as a result of the nurse being subject to workplace violence. The Hospital will not retaliate against, discriminate, or harass any nurse who has been subject to workplace violence, or who has filed a report or claim as a result of an incident of workplace violence.

17.7 WSNA and VM endorse nursing participation in workplace violence prevention programs, committees and education. VM has the Employee Safety Review Committee devoted to addressing workplace violence issues across the hospital consisting of employees, including staff nurses, and leadership. The number of employee members is equal to or exceeds the number of employer selected members. The Union will determine how the bargaining unit registered nurse members of the committee are selected in accordance with applicable law. The committee's charter includes responsibilities around developing, implementing and monitoring an organizational plan to prevent and protect employees from workplace violence, including verbal or nonverbal threats by patients or visitors. Nurses are urged to report all incidents of workplace violence per VM's policies.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 In General. The Hospital and the Union agree that fair, just and prompt consideration of nurse grievances is essential to the conduct of the business of the Hospital and the continued welfare of its nurses.

It is further agreed that nothing in this Agreement shall restrict a nurse's right to discuss any problem with the Hospital. By mutual agreement of the Hospital and the Union, Steps 1, 2, or 3 of the grievance procedure may be waived.

18.2 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.

18.3 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 Section 10.4 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of the Union 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 Hospital 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 Union.

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

Step 1: Nurse and Immediate Supervisor. The Union shall first present the grievance in writing to the nurse's Nurse Manager or Assistant Nurse Manager within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. Upon receipt thereof, the Nurse Manager or Assistant Nurse Manager 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 or after the meeting, whichever is later.

Step 2: Nurse, Local Unit Officer and Appropriate Director. If the matter is not resolved to the Union's satisfaction at Step 1, the Union shall present the grievance in writing to the appropriate Director within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the grievant and a Local Unit Officer and/or designated representative and the appropriate Director (and/or designated representative) shall be held within fourteen (14) calendar days following receipt of the Step 2 grievance. The appropriate Director shall issue a written reply to the grievant and the Local Unit Officer/designated representative attending the meeting within fourteen (14) calendar days following the grievance meeting.

Step 3: Chief Nursing Officer and Nurse Representative. If the matter is not resolved at Step 2 to the Union's satisfaction, the grievance shall be referred in writing to the Chief Nursing Officer (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision. The Chief Nursing Officer (and/or designee) shall meet with the grievant and the Nurse Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Chief Nursing Officer (or designee) shall issue a written response to the grievant and the Association Representative 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 Chief Nursing Officer or designee. If the Hospital and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The party advancing the grievance shall bear the responsibility for requesting the panel and bear any costs associated with the panel request. The parties will select an arbitrator. Provided the selected arbitrator is available, the parties will endeavor to schedule the arbitration hearing within one hundred twenty (120) days from the date the arbitrator was first contacted. 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. 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. Each party shall bear one-half (½) 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.

18.5 Union Grievance. The Union may initiate a grievance at Step 2 if the grievance involves a group of clearly defined nurses and if the grievance is submitted in writing within fourteen (14) calendar days from the date the grievants were or should have been aware that the grievance existed. Such a grievance shall be submitted to the appropriate director (or designee) with a copy to the Director of Labor Relations. Step meetings in group grievances will occur between the Hospital, representatives of the group, the Nurse Representative and the Local Unit Chair or designee.

18.6 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission unless the parties mutually agree to stay timelines.

18.7 Termination. Grievances arising during the term of the Agreement shall proceed to final and binding resolution regardless of the intervening expiration of this Agreement. Grievances arising after the expiration date of this Agreement shall be processed through Step 3 of the grievance procedure, but shall not be subject to arbitration except by mutual agreement of the parties.

ARTICLE 19 - MANAGEMENT RIGHTS

The Association recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, safely, efficiently and economically, and/or meeting medical emergencies, all in a manner that meets or exceeds federal, state and local laws and regulations and accreditation standards and requirements. The Association further recognizes the right of the Hospital to operate and manage the Hospital and its workforce including but not limited to the right to require and implement standards of performance, standard work, standard processes, and best practices, to maintain order and efficiency, and to eliminate waste; 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 Hospital reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; 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 rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by 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 20 - NO STRIKE/NO LOCKOUT

No Strike/No Lockout. In view of the importance of the operation of the Hospital to the community, the Hospital and the Union agree that there will be no lockout by the Hospital, and no strikes, sympathy strikes, or other interruptions of work, or picketing by the Union or bargaining-unit employees during the term of this Agreement, and that all disputes arising under this Agreement shall be settled in accordance with Article 18 Grievance & Arbitration. This article does not restrict employees' activities on behalf of other bargaining units (of the Employer or any other employer) while on non-work time.

ARTICLE 21 - GENERAL PROVISIONS

21.1 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 Hospital and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

21.3 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 Hospital or the Union. The Hospital 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 Hospital will communicate any changes in past practices to the nursing staff in advance of the change.

21.4 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 Hospital 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.

21.5 Successors. In the event the Hospital, on or after ratification of this Agreement, shall by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which in whole or in part, may affect the existing collective bargaining unit, then such successor organization shall not interfere with the current collective bargaining unit which will remain bound by each and every provision of this Agreement. The Hospital shall have an affirmative duty to call this to the attention of any organization with which it seeks to make such an agreement as aforementioned.

21.6 Indemnification. The Hospital agrees to continue to cover nurses under the same or substantially similar malpractice insurance as is currently in effect. In addition, the Hospital agrees to indemnify nurses and hold them harmless, accepting liability for all costs of legal defense, time lost, and settlements as applicable for any legal action taken by a patient and/or family against a nurse arising in relation to a RN performing duties at the Hospital, to the extent such legal defense, time lost and settlements are not covered by the above listed insurance, and to the extent they are not caused by willful or criminal act of the nurse.

ARTICLE 22 - DURATION

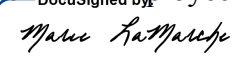
22.1 Term. This Agreement shall become effective on ratification (November 20, 2023) and shall remain in full force and effect to and including August 31, 2026, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Hospital at least ninety (90) days prior to the expiration date. Upon 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of
Apr 28, 2025 | 10:57 AM PDT, 2023.

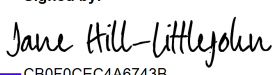
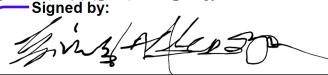
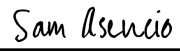
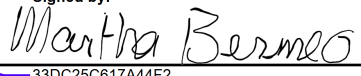
Virginia Mason Hospital

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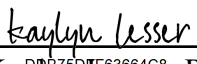
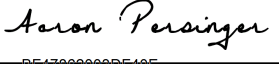
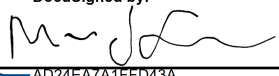
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 Marie LaMarche
 System Director Employee and Labor Relations
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 Toby Sutton
 Chief Human Resources Officer, NW

Washington State Nurses Association

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 Jane Hill-Littlejohn, BSN, RN,
 CCRN WSNA Chair
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 Kim Adekoya, RN
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 Sam Asencio, RN, WSNA Treasurer
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 Martha Bermeo, RN
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 Hannah Collins-Lewis, BSN, RN, PCCN
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 Art Laycock, RN
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 Aaron Persinger, RN
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 Michael Salters, BSN, RN, CCRN

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Kimberly Travis-Carter

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Kim Travis-Carter, RN

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Donna Watts

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Donna Watts, RN

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Allison Wortman

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Allison Wortman, BSN, RN

Signed by:

Sara Frey

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Sara Frey

Nurse Representative JD, BSN, RN

Signed by:

Barbara Friesen

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Barbara Friesen

Lead Nurse Representative MS, BSN, RN

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Pamela Devi Chandran

Director of Legal Affairs and Strategic
Initiatives

APPENDIX A WAGES

	Upon Ratification	9/1/24	9/1/25
Base	\$ 43.99	\$45.75	\$47.12
Step 1	\$ 45.86	\$47.69	\$49.12
Step 2	\$ 47.81	\$49.72	\$51.21
Step 3	\$ 49.84	\$51.83	\$53.38
Step 4	\$ 51.83	\$53.90	\$55.52
Step 5	\$ 53.90	\$56.06	\$57.74
Step 6	\$ 55.52	\$57.74	\$59.47
Step 7	\$ 57.19	\$59.48	\$61.26
Step 8	\$ 58.90	\$61.26	\$63.10
Step 9	\$ 60.67	\$63.10	\$64.99
Step 10	\$ 62.49	\$64.99	\$66.94
Step 11	\$ 63.90	\$66.46	\$68.45
Step 12	\$ 65.33	\$67.94	\$69.98
Step 13	\$ 66.80	\$69.47	\$71.55
Step 14	\$ 68.31	\$71.04	\$73.17
Step 15	\$ 69.84	\$72.63	\$74.81
Step 16	\$ 71.41	\$74.27	\$76.50
Step 17	\$ 72.84	\$75.75	\$78.02
Step 18	\$ 74.30	\$77.27	\$79.59
Step 19	\$ 75.79	\$78.82	\$81.18
Step 20	\$ 76.92	\$80.00	\$82.40
Step 21	\$ 78.08	\$81.20	\$83.64
Step 22	\$ 79.25	\$82.42	\$84.89
Step 23	\$ 80.44	\$83.66	\$86.17
Step 24	\$ 81.64	\$84.91	\$87.46
Step 25	\$ 82.87	\$86.18	\$88.77

**Memorandum of Understanding
by and between**

**Virginia Mason Hospital
and the
Washington State Nurses Association (for the duration of the 2023-2026 Agreement)**

Ratification Bonus

As soon as practicable and in no event later than the pay-date for the second full pay period post ratification, a ratification bonus will be paid to bargaining unit Nurses equal to \$1,500 pro-rated by FTE. For purposes of this bonus, a 0.9 FTE Nurse is considered a full-time Nurse, and per diem Nurses are considered a 0.2 FTE. The nurse must be on the payroll at both the contract expiration date (August 31, 2023) and the bonus payment date. For nurses at step 25 - 30 steps the bonus will instead be equal to \$2,000 prorated by FTE as detailed above.

**Memorandum of Understanding
by and between**

**Virginia Mason Hospital
and the
Washington State Nurses Association (for the duration of the 2023-2026 Agreement)**

Emergency Department Metal Detector Pilot Program

No later than one year after ratification, the hospital will start a Metal Detector pilot program by installing and staffing a Metal Detector in the Emergency Department. This pilot program is above and beyond the available wands per the Side Letter to Contract for Term of 2023-2026 Agreement Only Violence Prevention Plan.

Once the metal detector is in full use, a Pilot Program committee of three (3) bargaining unit nurses selected by WSNA plus the WSNA Nurse Representative, and four (4) representatives from Management will meet quarterly for 12 months to discuss the effectiveness of the Metal Detector Pilot program. By mutual agreement, the committee can choose to not meet. Nurses on this Pilot Program committee will be paid for time spent at meetings at the appropriate rate of pay (up to two (2) hours in length each). (Such time will not accrue towards or eligible for overtime.)

Any objective data or reports of incidents in which the metal detector was engaged, including all reports of weapons or contraband detected and/or confiscated, will be shared by the Medical Center monthly to members of this Pilot Program committee (including the WSNA Nurse Representative), all Safety Committee members, RN WPV Task Force members, and WSNA chairs/cochairs, regardless of when the next Safety Committee is held.

Upon expiration of the contract, the pilot program will end and management will notice the union of its continued usage or end of Metal Detectors at Virginia Mason Medical Center. The Medical Center will provide a written explanation of the reasons for its decision, focusing primarily on objective data of workplace violence incidents. The decision shall be primarily based on the objective data that was timely provided to the Pilot Program Committee and the RN WPV Task Force.

**Memorandum of Understanding
by and between
Virginia Mason Hospital
and the
Washington State Nurses Association (for the duration of the 2023-2026 Agreement)**

Violence Prevention Plan

As part of its violence prevention plan(s) for 2024 and subsequent years, the Hospital will initiate and/or continue the following safety procedures:

- The Medical Center will revise its protocols for searches of patients and visitors. These guidelines will include use of metal-detector wands by security staff. At any time, an employee may call for security to check the possessions of a patient, visitor, or any other person if the employee has concerns that the individual may be carrying a weapon or something that could be used as a weapon.
- At the first Employee Safety Committee/Workplace Violence Prevention Committee meeting following ratification, the Committee will begin discussing which current public entrances will be closed and/or have limited-access procedures implemented. This first meeting will be held no later than forty-five (45) days following ratification. If no Employee Safety Committee/Workplace Violence Prevention meeting is regularly scheduled in that time, the Employer and the Union will hold an ad hoc meeting for the purpose outlined above. No later than ninety (90) days following the initial meeting, the Employee Safety Committee/Workplace Violence Prevention Committee in conjunction with the head of security will have made its determinations of which public entrances will be closed. These determinations will be effected no later than fourteen (14) days after that second meeting.
- By September 1, 2025, the Hospital will conduct a minimum 180-day pilot of a visitor registration and badging system for use from, minimally, 2100-0600. Any such program shall ensure that the Hospital remains in compliance with all applicable patient access laws. The Hospital will inform the RN WPV Task Force of the go-live date of the pilot at least 120 days in advance. Ninety (90) days prior to the go-live date of the pilot, the RN WPV Task Force will develop metrics to assess the effectiveness of the pilot program. The Hospital commits to providing data regarding the use and experience of the pilot program, including all data available to measure the metrics, on a monthly basis to all members of the RN WPV Task Force. The effectiveness of the pilot will be reviewed with and presented in writing to the RN WPV Task Force.
- Subject to any applicable regulatory approvals, secured entrances will be installed and maintained for CP-7.
- The RN WPV Task Force will discuss additional security measures for L&D.
- Written distributed guidelines on how to deal with and/or prevent violent and/or abusive patient behavior consistent with those guidelines already in place in the ER, specifically regarding behavioral health patients.
- Appropriate patient restraints available in all nursing areas.
- Nurses who are injured will receive immediate medical attention and are not required to return to duty after doing so; they will also have full access to available leave benefits.

**Memorandum of Understanding
by and between
Virginia Mason Hospital
and the
Washington State Nurses Association (for the duration of the 2023-2026 Agreement)**

Hand-washing Tracker

The Employer and the Union agree that the data collected by any tracking device used to comply with DOH requirements to monitor hand washing (as of ratification of this agreement, the tracker provided by “Intelligent Observation”) will not include data individualized by nurse, nor will any data collected by or related to the tracking device be used for counseling or discipline of any nurses.

**Memorandum of Understanding
by and between
Virginia Mason Hospital
and the
Washington State Nurses Association (for the duration of the 2023-2026 Agreement)
Virtual Nurses**

The Employer and the Union agree that the Union is the sole and exclusive bargaining representative for virtual nurses who perform bargaining unit work. Unless otherwise negotiated between the parties, the entirety of the Collective Bargaining Agreement will apply to virtual nurses.

**Memorandum of Understanding
by and between
Virginia Mason Hospital
and the
Washington State Nurses Association**

Adjustments to Longevity Step Placement

1. The Parties agree that the following is the sole and exclusive process to be used for experience longevity step placement adjustment during the 2023-2026 Collective Bargaining Agreement.
2. Nurses with a start date before September 1, 2023 will be eligible to participate in this process regarding step placement (“Eligible Nurses” for the purpose of this MOU).
3. The Employer and WSNA will jointly create and disseminate a Frequently Asked Questions document to help nurses understand this MOU.
4. Effective four (4) pay periods post ratification, any nurse that has not received a step increase in the prior twelve months (that is, counting backwards, the twelve months preceding the last day of the fourth pay period following ratification), excluding nurses on step 25 and above, will be moved up a wage step. Additionally new step increases will occur on the anniversary of when the nurse joined the bargaining unit at the Hospital.
5. All .6 and above nurses not fully adjusted on the scale will receive a step adjustment effective September 1, 2024:
 - a. To qualify for a step adjustment effective the first full pay period after September 1, 2024, the Hospital will adjust the step placement of any part-time nurse .6 and above. Any adjustment will be “upwards” (that is, to a more advanced step).
 - b. The employer will give one year of credit for each full year of VMMC employment in which the nurse has worked as a bargaining unit nurse.
6. All other nurses not fully adjusted on the scale will receive a step adjustment to the step reflecting their full years of employment in the bargaining unit effective January 1, 2025.

**Letter of Understanding
by and between
Virginia Mason Hospital
and the
Washington State Nurses Association**

TRANSFER TO BARGAINING UNIT FROM NON-BARGAINING UNIT

The following constitutes specific practices for any non-bargaining unit VM nurses who transfer into a bargaining unit position.

SENIORITY:

Seniority will begin as any other new hire with the exception that all RN hours worked in the bargaining unit will be credited toward seniority accrual.

ANNUAL LEAVE (AL) ACCRUAL:

The AL accrual level will be commensurate with the current vacation accrual level, based on years of service.

PRIOR VACATION BALANCE:

All accrued vacation will be credited to the AL balance available.

SALARY PLACEMENT:

Placement will be made within the appropriate salary range and relevant experience as determined by Human Resources (see Article 8.3). No maximum will apply. RN will be credited with prorated years and hours towards salary advancement counter and will receive their next salary adjustment according to the contract.

SICK LEAVE:

All accrued but unused sick leave will be carried over.

Letter of Understanding

Incentive Shifts

This Memorandum of Understanding (“Memorandum”) is entered into by and between Virginia Mason Hospital (VMH) and the Washington State Nurses Association (“the Union” or “WSNA”) regarding the following incentive shift program. It is to be interpreted as a part of the current collective bargaining agreement between VMH and the Union for the life of this Agreement.

OBJECTIVES:

1. To cover core shifts that are open related to vacancies, increased volume or patient acuity.
2. To provide a monetary incentive plan for employees who are willing to sign up for extra shifts.

ELIGIBILITY:

1. The program will be in effect for designated periods of time as defined by management.
2. All in-patient staff RNs.
3. Must be called to work a shift designated as eligible for incentive pay by the unit manager.
4. Employees must have completed their probationary period or orientation to the department/unit before becoming eligible for the incentive. Department managers may also determine an employee ineligible if the employee is involved in disciplinary actions or increased absenteeism.
5. In departments with mandatory call, employees must fulfill the call requirements before becoming eligible for the incentive.
6. Per-diem staff must work a minimum of three shifts in the pay period to be eligible for the incentive in the pay period. A shift for which the per diem nurse is subject to mandatory low census shall count as a “worked” shift for the purpose of incentive eligibility.

COMPENSATION:

1. When incentive hours are eligible for regular pay, those hours will be paid at time and one half.
2. When incentive hours are eligible for overtime pay, those hours will be paid at double time (pay will not exceed double time).
3. Sick, vacation, holiday and all non-productive time is not eligible for this incentive pay.

PROCEDURES:

1. Manager will designate shifts eligible for incentive and post on the unit within 48 hours of the schedule being published.
2. Employees must sign up for the designated shift (floating is not required).
3. Management will endeavor to rotate incentive shift opportunities on an equitable basis.
4. The efficacy of the incentive shift program shall be a standing agenda item of the Staffing Committee. Changes to this incentive program may be made by mutual agreement to ensure that it is meeting its goals.

MEMORANDUM OF UNDERSTANDING

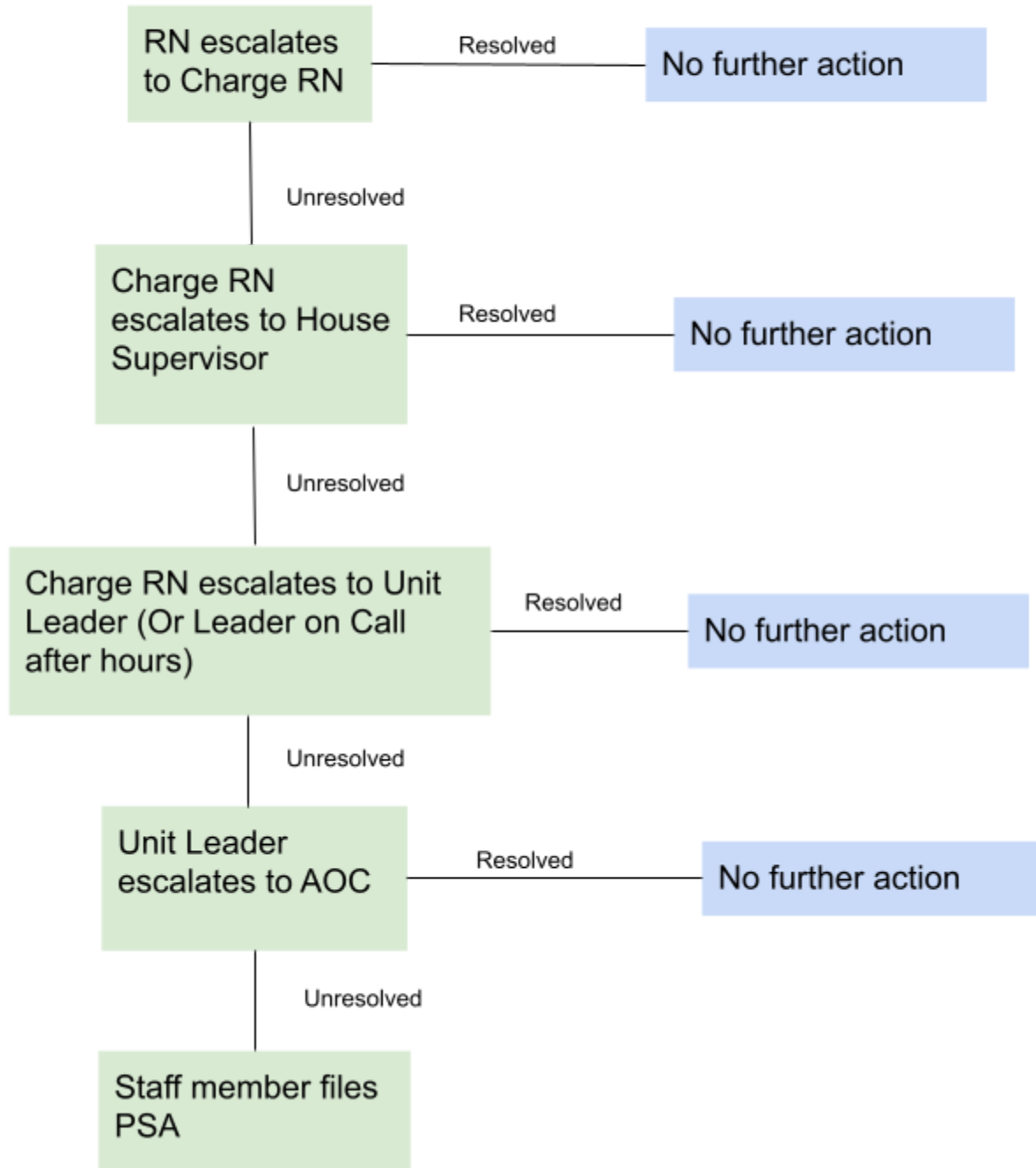
Staffing Issues

This Memorandum of Understanding (“Memorandum”) is entered into by and between Virginia Mason Hospital (VMH) and the Washington State Nurses Association (“the Union” or “WSNA”) regarding Staffing Issues. It is to be interpreted as a part of the current collective bargaining agreement between VMH and the Union for the life of this Agreement.

Virginia Mason Hospital has a long-standing reputation for providing World Class Healthcare for its consumers. Washington State Nurses Association along with its national affiliate, American Nurses Association, also has a long-standing history and commitment to provide excellence in nursing. Because excellence in nursing is an essential component in providing World Class Healthcare, VMH and WSNA agree to work collaboratively regarding patient centered care and staffing related issue. VMH and the Union agree that a mutually respectful relationship must be maintained. The primary objective of this Memorandum is to address staffing issues immediately as they occur.

VMH management, in cooperation with staff RNs that are representative of all units, will develop staffing guidelines based upon nursing judgment, census, assignments by patient acuity and support staff availability. If persistent conditions exist whereby the staffing system does not accurately reflect what is needed on a unit and shift, concerned staff shall utilize the RN Staffing Concerns Process.

REVISED RN Staffing Concerns Process



If the staffing concern is of a safety matter, the nurse shall use the patient safety alert process to immediately document and have the concern investigated. All supporting documentation should be included such as staffing, census or assignment list. All such reports are created for purposes of the Hospital's quality assurance program or the Patient Safety Alert process and shall be considered confidential under RCW 70.41.200. The Union will designate one representative to receive staffing concern reports, as part of the hospital's quality assurance process. The reports should not be copied, except for one copy which shall be given to the Local Unit Chair. The representative shall maintain the confidentiality of the report.

Receipt of the PSA will be acknowledged (by whatever method ensures the RN will receive the notification) within 72 hours from receipt. The manager/AD/VP will review all supporting documentation. Within the same time frame, the manager/AD/VP will schedule a mutual meeting time with the RN to discuss the concern. The meeting could occur over the phone or in person, whatever is mutually agreed. The RN may request another staff nurse to attend.

Report at the next Conference Committee meeting to discuss the follow-up and options for resolution to ensure that an appropriate level of care is provided.

Nursing administration will report the PSA information to the Conference Committee. A copy of the report will be given to the Local Unit Chair.

*In the event a manager has designated another manager to cover for them during an absence from work, staff will be notified in advance of the duration of the coverage, who it is that is covering, and how to reach the person covering. The designated manager will have the responsibility to follow this procedure.

Letter of Understanding Per Diem Pool (PDP)

This Memorandum of Understanding (“Memorandum”) is entered into by and between Virginia Mason Hospital (VMH) and the Washington State Nurses Association (the “Union” or “WSNA”) regarding the Per Diem Pool incentive program. It is to be interpreted as a part of the current collective bargaining agreement between VMH and the Union for the life of this Agreement.

Per Diem Nurses shall be eligible to participate in the Per Diem Pool (PDP) incentive program as follows. To be eligible for PDP incentives, the Per Diem Nurse agrees to be scheduled for a minimum of 24 hours per pay period. This commitment must be made for a period of a minimum of 8 weeks, including weekends, as determined by the manager. Currently employed Per Diem Nurses will be given priority for eligibility to participate. The manager will project unit needs and post positions based on projected need (including seasonal high demands). There will be no guaranteed hours for PDP Nurses.

1. PDP Nurses will receive a twenty percent (20%) premium in lieu of all fringe benefits except as noted herein. Eligibility for benefits provided for by Virginia Mason Hospital will be done in accordance with those respective plans.
2. PDP Nurses will accrue hours into their own security fund which the nurse can draw upon for cash once per pay period. For each hour worked the PDP Nurse will accrue .126 hours into their security fund. Security fund money cannot be used in lieu of scheduled work time and should not be considered paid time off. Up to eighty (80) hours of security fund money may be cashed out per pay period via established payroll procedures.
3. PDP Nurses will accrue seniority for the purposes of bidding for job openings occurring within the bargaining unit for all hours worked. PDP Nurses can apply for open positions in accordance with Article 5.9.
4. PDP Nurses will receive salary adjustments as outlined in Articles 6.2 and 8.1.
5. PDP Nurses will be allowed to take three (3) hours of paid education for every eight (8) week period of commitment up to a maximum of sixteen (16) hours per year. Education time cannot be used in lieu of scheduled work time.
6. Low census hours will count as hours paid for purposes of accruing hours toward the security fund and seniority. Low census is defined as time released from scheduled work but is not to be applied for lack of work. PDP Nurses’ hours will be counted for the purpose of Article 6.7.

Letter of Understanding Clinical Float Pool

The purpose of the Clinical Float Pool is to provide a core team of highly competent, multi-skilled clinical healthcare professionals who are prepared and available to work on multiple units when deemed necessary. The Float Pool becomes an opportunity for staff nurses to develop additional skills and broaden their knowledge base

Goals:

1. To provide staffing resources during periods of increased demands.
2. To aid in reduction of agency staffing to meet core and unplanned absences.
3. To provide a monetary incentive to Staff Nurses who achieve additional clinical skills and expertise and demonstrate flexibility in assignment.

Guidelines:

The Clinical Float Pool will have designated positions. Clinical Float Pool FTE staff will normally be expected to work weekends and holidays with the same frequency expected of staff on other clinical units.

1. Application to the float pool will be required.
2. Clinical Float Pool staff will be paid at the negotiated hourly rate plus a flat fee premium of \$7.50/hour added to their regular rate of pay. The premium applies above any and all other premiums (i.e. 1 ½ and 2X rate of pay).
3. The premium will be paid only when staff are assigned to the Clinical Float Pool.

**Memorandum of Understanding
Extra Shift Premium**

Staff nurses with an FTE or .6 or more who voluntarily sign up for an extra shift(s) above their FTE during the ten (10) day period prior to the beginning of the scheduled work period (see Section 7.4) shall receive a \$3.00 per hour premium for such extra hours worked. During the term of this Agreement the parties may increase the extra shift premium by mutual agreement.

DATED this _____ day of _____, 2024.

Virginia Mason Hospital

Washington State Nurses Association

By:_____

By:_____

**Memorandum of Understanding
Staff Nurse Uniform Policy**

The Hospital shall maintain its Hospital Staff Apparel Program Policy (effective date June 15, 2009) as it applies to bargaining unit nurses for the life of the parties’ 2010-2013 collective bargaining agreement with the following modifications:

- 1. Violations of the policy shall be handled pursuant to the just cause provisions of the parties’ collective bargaining agreement.
- 2. Nurses shall be permitted to wear Union insignia.
- 3. The Hospital shall provide apparel to nurses at no cost on the following basis:

.8 FTE and above:	7 pieces of apparel per calendar year
.5 FTE through .79 FTE	5 pieces of apparel per calendar year
Below .5 FTE	3 pieces of apparel per calendar year

Dated this _____ day of _____, 2024.

Virginia Mason Hospital

Washington State Nurses Association

By:_____

By:_____

EXHIBIT A - PAYROLL DEDUCTION

The WSNA membership application form can be found at [Membership application - WSNA](#)

October 17, 2022

Sara Frey
% WSNA
575 Andover Park W., Suite 101
Seattle, WA 98188
Dear Sara:

Virginia Mason Medical Center and Washington State Nurses Association have had a long standing history of working collaboratively. In conjunction with this partnership, both parties agree to the following modification to the RN Staffing Incentives MOU as well as a temporary, non-precedent setting modification to Article 7.10 - Rest Between Shifts. Both are listed below and highlighted in yellow:

Spot Pay	Eligible positions - Registered Nurses Spot Pay Definition - Extra shifts worked beyond FTE in a work week. Eligibility - The nurse must work their full FTE in the pay period to be eligible. Per Diems must meet minimum commitment and all scheduled shifts must be worked in the pay period to be eligible. 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.	Rate of \$30/hour
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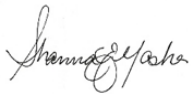
	Shifts that are committed and scheduled, but not worked will convert from an equivalent shift paid with Spot Pay to a regular commitment shift without Spot Pay, unless the reason for not fulfilling the shifts was one of the protected leaves noted above.	
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Article 7.10 Rest Between Shifts	On a non precedent setting basis, the hospital agrees to pay Rest Between Shift if the nurse volunteered to work and did not have enough hours off before the next scheduled shift: at least 12 hours off for eight hour shift nurses, 11 hours off for ten hour shift nurses, and 10 hours off for twelve hour shift nurses. All regularly scheduled hours worked without the required time off shall be paid at time and one-half (1-½). This temporary agreement does not change the intent of the language in Article 7.10 (included below in italicized font). <i>Rest Between Shifts. In scheduling work assignments the Hospital will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts for eight hour nurses, at least eleven (11) hours off duty between shifts for ten (10) hour nurses, and at least ten (10) hours off duty between shifts for twelve hour nurses. In the event a nurse is required to work his/her next scheduled shift with less than twelve (12 hours off (or a ten hour nurse is required to work his/her next scheduled shift with less than eleven (11) hours off or a twelve hour nurse is required to work his/her next scheduled shift with less than ten (10) hours off), all regularly scheduled hours worked without the required time off shall be at time and one-half (1-½). If a nurse is on-call and called back to work during the designated rest between shifts, the Hospital will attempt to accommodate requested schedule changes in order to provide the nurse with needed rest.</i>
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If pay adjustment requests are submitted by the nurse to their supervisor, they will be reviewed accordingly based on these modifications.

We evaluate incentives on a pay period by pay period basis and need flexibility to adjust to changing needs. We will notify the union if we believe adjustments are needed providing 14 calendar days advance notice. Duration will be at the discretion of management. That said, a nurse will receive incentive pay for any shift designated as an incentive shift at the time the nurse agreed to work it - even if the shift occurs after the end of the designated incentive period. If a shift becomes incentive eligible after the nurse has committed to the extra shift, the nurse will be eligible for the approved incentive.

For Virginia Mason Medical Center For Washington State Nurses Association



Sara Frey JD BSN RN

Shanna Mosher MSN, RN

Human Resources

Date: 10.27.22

VIRGINIA MASON HOSPITAL

BAYLOR SHIFT TWENTY-FOUR HOUR WEEKEND SCHEDULE

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

All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Workday.** The normal workday shall consist of twelve (12) hours' work to be completed within twelve and one-half (12-½) consecutive hours. Meals/Rest Periods shall be administered in accordance with Article 7.7 of the CBA.

- Day Shift: Will work two (2)-12 hours shifts every weekend (24 hours) and be compensated for 36 hours.
- Night Shift: Will work two (2) 12 hour shifts every weekend and be compensated for 40 hours.

2. **FTE Status:** The Baylor Shift nurse is considered a 0.6 FTE; and has hours paid as described in this document.

- Seniority will accrue based hours worked as described in Article 6 - Seniority.

3. **Wage Rate:** Employees on this schedule shall be paid in accordance with schedule: Appendix A - Wages in the 2021-2023 Collective Bargaining Agreement.

4. **Overtime Pay:** If a nurse works beyond the end of the twelve (12) hour shift, all hours of work beyond twelve (12.5) consecutive hours shall be paid at one and one-half (1-½) times the base rate of pay for time worked beyond the normal work day. If the 12 hours nurse works more than two (2) hours beyond their scheduled shift (12.5 hours) all additional overtime hours will be paid at double (2x) the nurse's base rate of pay.

5. **Benefits.** Regularly scheduled twenty-four-hour Baylor Shift nurses are eligible for full-time medical and insurance benefits.

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

- The nurse will accrue annual leave (vacation) based on hours worked as outlined in Article 10
- If the nurse elects paid time off, it shall be based and paid as hours worked.