

Agreement by and between

UFCW 21 and Samaritan Healthcare



Effective 2/26/2019 - 12/31/2021



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

My Union Steward:

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

ARTICLE 1	RECOGNITION	1
ARTICLE 2	MEMBERSHIP	1
2.1	Membership	1
2.2	Dues Deduction.....	1
2.3	Voluntary Political Action Fund.....	2
2.4	Employee Rosters	2
ARTICLE 3	UNION REPRESENTATION.....	2
3.1	Union Access	2
3.2	Bargaining Unit Representative.....	3
3.3	Bulletin Board.....	3
3.4	Contract and Job Descriptions	3
3.5	New Hire Orientation.....	3
3.6	Meeting Rooms.....	3
3.7	.....	3
3.8	.....	3
ARTICLE 4	DEFINITIONS.....	3
4.1	Regularly Scheduled Nurse.....	3
4.2	Probationary Nurse	3
4.3	Charge Nurse	4
4.4	Full-time Nurse	4
4.5	Part-time Nurse	4
4.6	Per Diem Nurse.....	4
4.7	Resource Nurse	5
4.8	Month and Year	5
4.9	Straight Rate of Pay	5
4.10	Regular Rate of Pay	5
4.11	Nondiscrimination.....	5
4.12	Americans with Disabilities Act	5
ARTICLE 5	HOURS OF WORK AND OVERTIME	6
5.1	Normal Work Day.....	6
5.2	Normal Work Period.....	6
5.3	Rest Periods	6
5.4	Innovative Work Schedules	6

5.5	Schedules	6
5.6	Rest Between Shifts	6
5.7	Weekends.....	7
5.8	Overtime	7
5.9	Time Paid For But Not Worked.....	7
5.10	Traveling Nurse	7
5.11	Shift Rotation.....	8
5.12	Double Shift.....	8
5.13	Benefit Accrual	8
5.14	Payroll Checks	8
5.15	No Pyramiding.....	8
ARTICLE 6	COMPENSATION	8
6.1	Wage Rates	8
6.2	Compensation Increase	11
6.3	Longevity Increase.....	11
6.4	.....	11
ARTICLE 7	PREMIUM PAY	11
7.1	Shift Differential	11
7.2	On-Call Pay.....	12
7.3	Surgery Callback Pay.....	12
7.4	Day Off Callback	12
7.5	Weekend Premium.....	12
7.6	Work in Advance of Shift.....	13
7.7	Charge Nurse Pay	13
7.8	Preceptor Premium.....	13
7.9	Certification Premium.....	13
7.10	Mileage	14
ARTICLE 8	EMPLOYMENT PRACTICES	14
8.1	Probationary Period	14
8.2	Notice of Termination.....	14
8.3	Notice of Resignation	14
8.4	Exit Interview.....	14
8.5	Discipline and Discharge	14

8.6	Evaluations.....	14
8.7	Personnel Information.....	15
8.8	Floating	15
8.9	Uniforms and Equipment.....	17
8.10	.....	17
8.11	Substance Abuse	17
8.12	Payback for Specialty Training.....	17
8.13	Washington State License.....	17
ARTICLE 9	SENIORITY/JOB SECURITY	17
9.1	Seniority	17
9.2	Job Opening	17
9.3	Layoff and Involuntary Transfer or Reassignment.....	18
9.4	Recall from Layoff.....	19
9.5	Recall from Involuntary Transfer or Reassignment.....	19
9.6	Low Census.....	19
9.7	Additional Hours.....	22
ARTICLE 10	PAID TIME OFF	22
10.1	Purpose.....	22
10.2	Eligibility	22
10.3	Accrual.....	22
10.4	Washington Paid Sick Leave PTO (WAPSL-PTO).....	23
10.5	Change to Non-Benefitted Status.....	24
10.6	Change to Benefitted Status.....	24
10.7	Access	25
10.8	Vacation Scheduling	25
10.9	PTO Cashout.....	25
ARTICLE 11	HOLIDAYS	26
11.1	Compensation for Holidays Worked	26
11.2	Observance for Night Shift.....	26
11.3	.....	26
11.4	Rotation of Holiday Work	26
ARTICLE 12	EXTENDED ILLNESS BENEFIT.....	26
12.1	Accumulation.....	26

12.2	Notification of PTO or Extended Illness Benefit.....	26
12.3	Payment.....	26
12.4	Dependent Care.....	27
12.5	Payroll Check Stubs.....	27
ARTICLE 13	LEAVE OF ABSENCE	27
13.1	General Provisions	27
13.2	.....	27
13.3	.....	27
13.4	Leave With Pay.....	27
13.5	Maternity Leave	27
13.6	Military Leave.....	28
13.7	Jury Duty.....	28
13.8	Bereavement Leave.....	28
13.9	Federal Family and Medical Leave Act (FMLA).....	28
ARTICLE 14	MEDICAL AND INSURANCE BENEFITS	28
14.1	Health Insurance	28
14.2	Unemployment Compensation.....	29
14.3	Liability Insurance	29
14.4	Workers' Compensation Insurance.....	29
ARTICLE 15	RETIREMENT PLAN.....	29
ARTICLE 16	NURSING PRACTICE AND EDUCATION	30
16.1	In-service Education and Orientation	30
16.2	In-service/Continuing Education	30
16.3	Orientation - Objectives.....	30
16.4	Staff Education.....	30
16.5	Unpaid Education Leave.....	30
16.6	Reimbursed Expenses	31
16.7	Paid Educational Leave.....	31
16.8	New Nurse Orientation	31
ARTICLE 17	COMMITTEES.....	32
17.1	Nurse Advisory Committee	32
17.2	Nurse Staffing Committee	32
17.3	Safety Committee.....	32

17.4	Compensation for Committee	32
ARTICLE 18	GRIEVANCE PROCEDURE AND ARBITRATION	32
18.1	Grievance Defined	32
18.2	Procedure	33
18.3	Miscellaneous Conditions.....	34
18.4	Group Grievance.....	34
ARTICLE 19	SEPARABILITY	34
ARTICLE 20	UNINTERRUPTED PATIENT CARE	35
ARTICLE 21	MANAGEMENT RIGHTS	35
ARTICLE 22	GENERAL PROVISIONS	35
ARTICLE 23	EFFECTIVE DATE AND DURATION OF THIS CONTRACT.....	35
APPENDIX A	– MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TEN (10) HOUR SHIFTS	36
APPENDIX B	– MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TWELVE HOUR SHIFTS	37
APPENDIX C	– EIGHT (8) AND TWELVE (12) HOUR COMBINATION SHIFT	39
APPENDIX D	– OPEN SHIFT SCHEDULING.....	40
APPENDIX E	– BONUS PLAN	41
APPENDIX F	– MEMORANDUM OF UNDERSTANDING REGARDING LACTATION CONSULTANT POSITION.....	42
APPENDIX G	– MEMORANDUM OF UNDERSTANDING REGARDING CONDITIONAL AMENDMENT OF ARTICLE 2, SECTION 2.2	43
APPENDIX H	– MEMORANDUM OF UNDERSTANDING RATIFICATION BONUS.....	44

EMPLOYMENT AGREEMENT BETWEEN

SAMARITAN HEALTHCARE AND

UFCW LOCAL 21

2019 - 2021

This Agreement is made and entered into by and between the United Food and Commercial Workers Union, Local 21, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Union" and Samaritan Healthcare, hereinafter referred to as the "Employer". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes UFCW Local 21 as the exclusive bargaining representative for all registered nurses working at Samaritan Healthcare in a nursing capacity, including staff nurses, resident nurses, coordinators, clinic nurses, case managers and per diem nurses, and excluding supervisors, managerial employees and confidential employees as provided in RCW 41.56, *et seq.*

ARTICLE 2 - MEMBERSHIP

2.1 **Membership.** Employees shall have the option of joining the Union. The determination to join the Union or to resign from Union membership may be made by Employees by giving notice of such determination in writing to the Union and the Employer. The Employer shall inform Employees of their membership rights and responsibilities at the time of hire.

2.2 **Dues Deduction.** Employees choosing to join and remain members of the Union must submit a Dues Authorization card to the Employer and the Union if they choose payroll deduction. During the term of this contract, the Employer shall deduct dues from the pay of each member of the Union, with the exception of per diem nurses, who voluntarily executes a Wage Assignment Authorization Form. When filed with the Employer, the Authorization Form will be honored in accordance with its terms, unless a nurse requests that the Employer stop deducting dues, in which case the Employer will notify the Union and will honor the nurse's request except as otherwise specified in this Section 2.2. If the Union notifies the Employer that the nurse has agreed in an Authorization Form signed after June 27, 2018 to authorize the deduction of dues for a fixed period of time, not to exceed one year or the expiration of this Agreement (whichever occurs first), and if the Union provides a copy of the Authorization Form upon the Employer's request, the Employer will then continue deducting dues from that nurse's pay for the remainder of that fixed period of time, at which point the Employer will then automatically stop deducting dues. The Employer shall not be required to honor any agreement by a nurse to the automatic extension or renewal of an authorization to deduct dues for a fixed period of time after the nurse has requested that the Employer stop deducting dues.

The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

2.3 Voluntary Political Action Fund. During the term of this Agreement, Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form, provided that six (6) or more employees execute a wage assignment for political action contributions. When filed with the Employer, the authorization form will be honored in accordance with its terms, unless a nurse requests that the Employer stop deducting contributions, in which case the Employer will honor the request and will notify the Union. The amount deducted and a roster of all employees using the payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance of and transmission of a check to the Union, the Employer's responsibility ceases with respect to such deductions. The Union and each employee authorizing assignment of wages for payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, lawsuits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable costs of administering the Political Action Fund deduction. The Union shall pay the Employer's reasonable set up costs for administering the deduction. Thereafter the Employer and the Union agree that one quarter of one percent (.25%) of all amounts collected for this fund is a reasonable amount to cover the costs of the Employer administering this deduction and that the Employer will, accordingly, retain one quarter of one percent (.25%) of all amounts collected for this fund.

2.4 Employee Rosters. Upon the effective date of this contract, and monthly thereafter, the Employer shall supply to the Union a report electronically of all employees covered by this contract. The report will be provided to the Union by the 15th of each month (if the 15th day falls on a weekend, then the following Monday) and will contain data for the preceding month. The report shall include the name, address, phone, status, last four digits of the Social Security number, classification, department, date of hire, hourly rate of pay, and regularly scheduled hours worked for each employee. The Employer will also include in the report a list of new hires, terminations and bargaining unit changes that have occurred in the previous month.

ARTICLE 3 - UNION REPRESENTATION

3.1 Union Access. The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this contract are working, excluding direct patient care areas, for the purpose of investigating grievances and compliance with this contract, at reasonable times, with prior approval of the Employer. The Union's representative shall advise the Employer as to which department or area the staff representative wishes to visit, and will

confine such visits to the department and areas agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

3.2 Bargaining Unit Representative. The Union shall have the right to select bargaining unit representatives from among the nurses in the unit. The bargaining unit representative shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times and shall not interfere with the work of other employees.

3.3 Bulletin Board. Space will be provided for a bulletin board in the employees' lounge. Such space shall be used for the posting of nursing meeting announcements and material pertaining to the professional practice of nursing. Other material may be posted with prior approval of the Chief Human Resources Officer or designee. Space will also be provided for a Union bulletin board devoted to Union business and announcements.

3.4 Contract and Job Descriptions. The Employer will give each newly hired nurse a copy of this contract and the nurse's job descriptions. Additional copies of this contract shall be available in the Human Resources Department.

3.5 New Hire Orientation. The bargaining unit representative will be allowed one-half (½) hour during the orientation session to introduce this contract to newly employed nurses. Such presentation will be on the representative's non-paid time.

3.6 Meeting Rooms. The Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

3.7 Bargaining unit representatives and negotiating team members shall request unpaid time off for negotiating from their appropriate Unit Director. The Unit Director will make a reasonable effort to provide the time off so long as patient care requirements can be met.

3.8 No bargaining unit member shall be discriminated against for any lawful Union activity.

ARTICLE 4 - DEFINITIONS

4.1 Regularly Scheduled Nurse. A registered nurse who has satisfactorily completed the probationary period, excluding per diem nurses, and is responsible for the direct and indirect nursing care of the patient.

4.2 Probationary Nurse. A newly hired nurse who has not completed the probationary period as defined in Section 8.1. During the probationary period, a nurse may be terminated

without notice and without recourse to the grievance procedure, or they may resign without notice, as referenced in Sections 8.2 and 8.3.

4.3 Charge Nurse. A registered nurse who is assigned leadership responsibility by Nursing Administration. Each unit and each shift shall have a Charge Nurse when non-registered nurses inexperienced in the specialty are assigned to the unit, or when the level of activity warrants assignment of a Charge Nurse, as determined by Nursing Administration in either instance. The nurse who is responsible for the organized unit shall receive Charge Nurse pay for the time worked as Charge. Nurses with Charge responsibilities will have those additional responsibilities considered in their direct patient care assignments.

4.4 Full-time Nurse. A registered nurse regularly scheduled to work eighty (80) hours in a fourteen (14) day period. For the purpose of health insurance eligibility and low census, nurses working at least seventy-two (72) hours a pay period would be considered full-time.

4.5 Part-time Nurse. A registered nurse regularly scheduled less than thirty-six (36) hours per week. Such nurses receive all applicable benefits on a pro rata basis. To be eligible for retirement and insurance benefits, a nurse must be regularly scheduled an average of twenty (20) hours per week. Part-time nurses working a minimum of twenty (20) hours per week may elect a salary premium of twelve percent (12%) in lieu of benefits except shift differential, overtime, premium pay, continuing education, leave of absence, paid sick leave hours under Samaritan Healthcare's paid sick leave policy applicable to per diem, temporary, and pay in lieu premium employees, and any service increments. Such election may be exercised only at time of hire or during December 1 through December 15 in any year. In the event the nurse is eligible for and participates in the Employer retirement plan, the in lieu of premium shall be seven percent (7%).

If a nurse elects to receive twelve percent (12%) in lieu of benefits, accrued PTO hours will be cashed out and accrued Extended Illness Benefit hours will be banked. These banked hours may not be used while the nurse is on the twelve percent (12%) status, but may be used upon a return to a "benefit" status. On rehire to benefit status, PTO accrual will be based on total years of service with the Employer.

4.6 Per Diem Nurse. A registered nurse who works on a non-regularly scheduled basis. Such nurses may also be assigned to a full-time or part-time schedule on a temporary basis not to exceed three (3) consecutive months. Such nurses shall be paid in accordance with the wage schedule set forth in Article 6 of this contract. Per diem nurses shall not accrue seniority nor any fringe benefit compensation except shift differential pay, premium pay for time worked on a holiday, surgery standby and surgery callback. Per diem nurses shall accrue paid sick leave hours under Samaritan Healthcare's paid sick leave policy applicable to per diem, temporary, and pay in lieu premium employees. Per diem nurses shall be paid overtime as defined in Section 5.8. A nurse who changes to per diem status shall retain seniority pending return to full or part-time status. Seniority shall not accrue while on per diem status. Upon return to full or part-time status, previously accrued seniority and benefit accruals as a regularly scheduled nurse shall be reinstated for wage and benefit eligibility purposes. Except as stated herein, per diem nurses shall be covered by all terms and conditions set forth in this contract.

If a nurse goes to per diem status, accrued PTO hours will be cashed out and accrued Extended Illness Benefit hours will be banked. These banked hours may not be used while the nurse is on per diem status, but may be used upon return to a “benefit” status.

Per diem staff is required to be available to work a minimum of one (1) shift per month and at least one (1) Spring/Summer Holiday (Memorial Day, Fourth of July or Labor Day) and one (1) Winter Holiday (Thanksgiving, Christmas Day, New Year’s Day, or Christmas Eve).

4.7 Resource Nurse. This nurse is a member of a pool of nurses that possess the skill and ability to fully care for patients in a wide variety of nursing departments. Resource nurses are regularly scheduled to work in the different nursing departments to fill scheduling or staffing needs and/or vacancies. Units supported by Resource Nurses include: Short Stay, PACU, Med/Surg, ACU, Emergency and Mother Baby Unit.

Upon discussion with a nurse and a review of experience and education, Samaritan Healthcare will determine the core units the Resource Nurse is qualified for, based upon Samaritan’s assessment of competencies.

4.8 Month and Year. For the purpose of this contract and method of computing wage increments, benefit accrual and seniority, a month shall be defined as one hundred seventy-three point three (173.3) compensated hours and a year shall be defined as two thousand eighty (2080) hours to a maximum of two thousand eighty (2080) compensated hours per calendar year. Hours compensated shall include all actual hours worked and all hours paid for but not worked exclusive of the overtime premiums, other premiums, and standby hours.

4.9 Straight Rate of Pay. The straight rate of pay shall be defined as the nurse’s base rate as set forth in Article 6 of this contract plus any applicable service (longevity) increment.

4.10 Regular Rate of Pay. For the purpose of computing wages and benefits, the regular rate of pay shall be defined as the nurse’s straight time rate of pay, as set forth in Article 6, plus any applicable shift differential and/or premium pay, except as otherwise provided herein.

4.11 Nondiscrimination. Neither the Employer nor the Union shall discriminate against any nurse with respect to the nurse’s employment at Samaritan Healthcare because of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, military or veteran status, gender expression or identity, ancestry, nurse or nurse’s family’s genetic information, disability or any other classification protected by law.

4.12 Americans with Disabilities Act. The Americans with Disabilities Act (“ADA”) and RCW 49.60 imposes certain requirements on an employer with regard to the hiring and retention of employees. Notwithstanding any other provisions of this contract, the Employer may take any action it deems necessary in order to comply with the provisions of either law. Where possible, the Union shall be notified at least fourteen (14) days prior to the intended implementation of any action and, upon request, the Employer shall meet with the Union to explain the reasons for the action to be taken.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Normal Work Day. A normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8½) consecutive hours.

5.2 Normal Work Period. The normal work period shall consist of eighty (80) hours of work within a fourteen (14) day period.

5.3 Rest Periods. Nurses shall receive one (1) ten (10) minute rest period during each four (4) hour period of work and a thirty (30) minute meal period on the nurse's own time to be provided within one-half (½) hour of the cafeteria's normal hours. If a nurse is required by the Employer to remain on duty during the meal period, such time shall be considered as time worked for pay purposes. Employees required to wear pagers during their meal period will be paid standby pay. The Employer will make a good faith effort to provide adequate relief for meal and rest periods. Rest periods shall normally be taken in uninterrupted 10 minute segments. However, if workload prevents an uninterrupted break the employee may take their break on an intermittent basis consistent with the provisions of WAC 296.126.092. Meal facilities and/or vending machines will be provided for nurses. Nurses who are not relieved or who are unable to leave their unit for their meal period will be paid for their meal period at the rate of time and one-half (1½). During this leave period, nurses are free to leave the premises. All missed meal/rest periods will be recorded in the Employer's timekeeping system and the edit log. There shall be no retaliation for recording missed meal/rest periods. Holding nurses accountable for time management shall not be construed as "retaliation" under the above sentence.

5.4 Innovative Work Schedules. Innovative work schedules may be established by the Employer with the consent of the nurse(s) involved. Prior to implementing an innovative shift, the Employer and the Union will meet to negotiate the terms and conditions of employment related to that innovative work schedule.

5.5 Schedules. The Employer shall determine and post monthly work schedules at least ten (10) days prior to the effective date of that schedule. Established (posted) schedules may be amended only by mutual consent of the nurse and supervisor. The Employer will make every reasonable effort to accommodate schedule changes, providing the essential nursing skills are available to perform required nursing care.

5.6 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least ten (10) hours off duty between shifts. In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at the rate of time and one-half (1½), and any shift starting within this ten (10) hour period shall be at time and one-half (1½) for all hours worked during that shift. This section shall not apply to on-call and callback assignments performed pursuant to Article 7 and shall not apply to education, meeting, or training of two (2) or fewer hours. For nurses working innovative work schedules (ten (10), twelve (12) or a combination of eight (8), ten (10) and twelve (12) hour shifts) Appendix A, B, and C shall apply.

5.7 Weekends. Nurses will be given every other weekend off. Weekend work in excess of the above shall be at the rate of time and one-half (1½) the regular rate of pay of the nurse concerned for the shift concerned. This section shall not apply to part-time nurses or to full-time nurses who voluntarily agree to more frequent weekend duty. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. Any time worked during a weekend scheduled off shall be paid for at the rate of time and one half (1½).

5.8 Overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay. Overtime will be paid:

- 1) If a nurse works over eight (8) hours per day or over eighty (80) hours per fourteen (14) day period where the nurse is working an eight (8) hour shift, the nurse will be paid at the rate of one and one-half (1½) the nurse's regular rate of pay for the first two hours and any additional hours will be paid at double time.
- 2) If a nurse works more than forty (40) hours in a seven (7) day period where the nurse is working a schedule other than an eight (8) hour shift and has signed a forty (40) hour agreement. For ten (10) and twelve (12) hour shifts, overtime is paid as defined in Appendices A, B, and C regarding ten (10) hour shifts, twelve (12) hour shifts, or a combination of eight (8), ten (10) and twelve (12) hour shifts.

5.8.1 Overtime Authorization. All overtime must be approved by supervision. All overtime worked by a nurse should be authorized in advance if possible. If it is not possible on the day overtime is worked to secure authorization in advance, the nurse shall record the overtime on the day overtime is worked and the reasons therefore and give it to the Department Head or designee at the earliest opportunity.

5.8.2 Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift. Overtime will be computed and paid for to the nearest fifteen (15) minutes.

5.8.3 Nurses are expected to notify the appropriate director/supervisor or staffing office in potential instances where overtime and/or premium pay may be applicable.

5.9 Time Paid For But Not Worked. Time paid for but not worked shall not count as time worked for purposes of computing overtime. Excluding emergency situations, the Employer as a matter of policy shall not reschedule a nurse for extra work because of time off with pay.

5.10 Traveling Nurse. A registered nurse who, in accordance with Employer Policy, accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Employer. All time spent traveling with the patient shall be considered time worked. Overtime will apply when appropriate. If the return trip to the Employer is not to be by the ambulance, etc., in which the nurse traveled with the patient, the nurse's return trip transportation and all other directly related expenses shall be provided.

5.11 Shift Rotation. Except for emergency situations as defined by the Employer, there shall be no rotation of shifts except by mutual agreement between the Employer and the employee.

5.12 Double Shift. In the event that a nurse works a double eight (8) hour shift, the first two (2) hours of overtime will be at one and one-half (1½) the regular rate of pay plus applicable premiums, and double time (2x) for all additional consecutive hours. This clause shall not apply to nurses working ten (10) and twelve (12) hour shifts, or to OR callback which is not an eight (8) hour extension of a scheduled work shift.

5.13 Benefit Accrual. Paid time off and overtime hours worked shall be regarded as time worked for purpose of the accrual of benefits.

5.14 Payroll Checks. Payroll checks shall reflect number of hours worked, rates of pay, and accruals for PTO and Extended Illness Benefit.

5.15 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1½) or double time (2x). When a nurse is eligible for two (2) or more forms of time and one-half or double time, the nurse will only receive the highest pay rate.

ARTICLE 6 - COMPENSATION

6.1 Wage Rates. Currently employed nurses shall be placed on the applicable step in the salary schedule to reflect their length of service with the Employer, effective with the effective date of the contract.

Acute Site RN Wages

Step	1/1/2019 or Ratification 3%	1/1/2020 3%	1/1/2021 3%
Base	30.56	31.48	32.42
Step 1	31.49	32.43	33.40
Step 2	32.40	33.38	34.38
Step 3	33.35	34.35	35.38
Step 4	34.26	35.29	36.34
Step 5	35.18	36.24	37.33
Step 6	36.10	37.18	38.30
Step 7	37.04	38.15	39.29
Step 8	37.98	39.12	40.29
Step 9	38.89	40.06	41.26
Step 10	39.82	41.01	42.24
Step 11	40.76	41.98	43.24
Step 12	41.67	42.92	44.21

Step 13	42.61	43.89	45.21
Step 14	43.53	44.83	46.18
Step 15	44.45	45.79	47.16
Step 16	45.39	46.75	48.16
Step 17	46.32	47.71	49.14
Step 18	47.24	48.65	50.11
Step 19	48.16	49.61	51.10
Step 20	49.08	50.55	52.07
Step 22	50.03	51.53	53.07
Step 24	50.94	52.47	54.05
Step 26	51.87	53.43	55.03
Step 28	52.79	54.37	56.00
Step 30	53.74	55.35	57.01
Step 32	54.82	56.46	58.15
Step 34	55.91	57.59	59.31
Step 36	57.02	58.73	60.49
Step 38	58.16	59.91	61.71
Step 40	59.33	61.11	62.94

(Increases to be effective with the first payroll period after 1/1/2019 or ratification, whichever occurs later, 1/1/2020 and 1/1/2021 respectively). The current Step schedule will remain in effect for the life of the contract.

- 6.1.1 Wage Rates set forth below will be applicable to those nurses employed in clinics and/or physicians' offices. These rates will only be applicable when working in these departments. In the event a nurse is placed lower than their rate at the execution of this contract, such nurse shall be grandfathered at their current rate, until their next anniversary increase.

Clinic RN Wages

Step	1/1/2019 or Ratification 3%	1/1/2020 3%	1/1/2021 3%
Base	24.44	25.18	25.93
Step 1	25.22	25.98	26.76
Step 2	26.02	26.80	27.60
Step 3	26.79	27.59	28.42
Step 4	27.58	28.41	29.26
Step 5	28.37	29.22	30.09
Step 6	29.15	30.02	30.92
Step 7	29.95	30.85	31.78
Step 8	30.72	31.65	32.60

Step 9	31.51	32.45	33.43
Step 10	32.29	33.26	34.26
Step 11	33.08	34.08	35.10
Step 12	33.87	34.88	35.93
Step 13	34.64	35.68	36.75
Step 14	35.43	36.49	37.59
Step 15	36.20	37.29	38.41
Step 16	37.01	38.12	39.26
Step 17	37.78	38.91	40.08
Step 18	38.57	39.73	40.92
Step 19	39.36	40.54	41.75
Step 20	40.15	41.35	42.59
Step 22	40.92	42.15	43.41
Step 24	41.70	42.96	44.24
Step 26	42.50	43.77	45.09
Step 28	43.26	44.56	45.89
Step 30	44.05	45.37	46.74

(Increases to be effective with the first payroll period after 1/1/2019 or ratification, whichever occurs later, 1/1/2020 and 1/1/2021 respectively). The current Step schedule will remain in effect for the life of the contract.

6.1.2 Wage Rates set forth below will be applicable to those nurses employed as Clinic Care Coordinators or as Urgent Care nurses. These rates will only be applicable when working in these positions. In the event a nurse is placed lower than their rate at the execution of this contract, such nurse shall be grandfathered at their current rate, until their next anniversary increase.

Clinic Care Coordinator/Urgent Care RN Wages

Step	1/1/2019 or Ratification 3%	1/1/2020 3%	1/1/2021 3%
Base	27.50	28.33	29.18
Step 1	28.36	29.21	30.08
Step 2	29.21	30.09	30.99
Step 3	30.07	30.97	31.90
Step 4	30.92	31.85	32.80
Step 5	31.78	32.73	33.71
Step 6	32.63	33.60	34.61
Step 7	33.50	34.50	35.54
Step 8	34.35	35.38	36.44
Step 9	35.20	36.26	37.34

Step 10	36.06	37.14	38.25
Step 11	36.92	38.03	39.17
Step 12	37.77	38.90	40.07
Step 13	38.63	39.78	40.98
Step 14	39.48	40.66	41.88
Step 15	40.33	41.54	42.79
Step 16	41.20	42.44	43.71
Step 17	42.05	43.31	44.61
Step 18	42.90	44.19	45.52
Step 19	43.76	45.07	46.42
Step 20	44.61	45.95	47.33
Step 22	45.47	46.84	48.24
Step 24	46.32	47.71	49.15
Step 26	47.18	48.60	50.06
Step 28	48.02	49.46	50.95
Step 30	48.89	50.36	51.87

(Increases to be effective with the first payroll period after 1/1/2019 or ratification, whichever occurs later, 1/1/2020 and 1/1/2021 respectively). The current Step schedule will remain in effect for the life of the contract.

6.1.3 Effective 1/1/2019 or ratification, whichever occurs later, a lump sum payment of 1% of base salary will be paid every other year to RN's who have been at Step 40 for one or more years. Base salary will be calculated by using the nurse's hourly rate multiplied by the nurse's scheduled FTE.

6.2 Compensation Increase. Wage increases set forth herein shall become effective at the beginning of the first pay period closest to the dates designated.

6.3 Longevity Increase. Annual longevity steps for employees shall become effective the beginning of the pay period following twelve (12) calendar months of continuous work.

If a nurse is absent for more than one hundred eighty (180) consecutive days, such absence will not count as "continuous work" and longevity steps will be postponed accordingly. Advancement from one longevity step to the next shall be based upon time worked at that longevity step rather than time employed by the Employer.

6.4 Per diem nurses will be hired at the appropriate step based on past experience or years with the Employer and will receive fifteen percent (15%) in lieu of benefits. Per diem nurses will progress to the next higher step after completion of two thousand eighty (2080) hours of work.

ARTICLE 7 - PREMIUM PAY

7.1 Shift Differential. Nurses assigned to work the second shift (3 - 11 p.m.) shall be paid a premium of two dollars and seventy-five cents (\$2.75) per hour over their straight rate of

pay. Nurses assigned to work the third shift (11 p.m. - 7 a.m.) shall be paid a premium of four dollars (\$4.00) over their straight rate of pay. Nurses will be paid shift differential for all hours worked on a shift requiring shift differential.

RN's working in Physician Offices and/or Urgent Care shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour. Shift differential only applies to employees working one (1) hour or more during the appropriate time frame. The time frame shall be all hours worked on or after 5:30 p.m.

7.2 On-Call Pay. Nurses who are on-call shall be paid at the rate of four dollars (\$4.00) per hour.

7.2.1 If a nurse is called and not required to report for work, but can resolve the problem from home, the nurse will be paid the actual time worked or a minimum of thirty (30) minutes, whichever is greater, at the nurse's regular rate of pay. This shall apply regardless of whether the nurse is on on-call status.

7.3 Surgery Callback Pay. Any time actually worked in callback shall be compensated at the rate of time and one-half (1½) of the regular rate of the nurse concerned. When called back, the nurse shall receive time and one-half (1½) for a minimum of two (2) hours, but not more than eight (8) hours' pay at time and one-half (1½) unless actually worked. Callback pay on a holiday shall be in addition to the straight rate of pay for the holiday. Work scheduled before the shift ends but not completed until after the end of the normal work day shall not be considered callback time but will be considered overtime. Surgery callback will commence when a nurse is relieved from duty. Any callback worked in excess of sixteen (16) hours within the time period Friday, 3:00 p.m. to Monday, 6:00 a.m. will be compensated at the rate of double time (2x).

7.4 Day Off Callback. In the event a full-time or part-time acute-care nurse agrees to work on a scheduled day off, the nurse shall receive a minimum of two (2) hours' work or two (2) hours' pay at time and one half (1 ½) the nurse's regular rate of pay. The two (2) hour minimum will not apply to nurses who come in to educational meetings or staff meetings on their day off. Full time RN's working in Physician Offices and/or Urgent Care who agree to work on a scheduled day off shall receive one and one-half (1 1/2x) the nurse's regular rate of pay. Part time RN's working in Physician Offices and/or Urgent Care who agree to work on a scheduled day off, shall receive straight time for all hours worked up to 40 hours in one week. One and one-half (1 1/2x) the regular rate of pay shall be paid for all hours worked above 40 hours in a work week. If a nurse agrees to work on an unscheduled holiday on short notice (defined as less than 24 hours notice) the nurse shall be compensated at the rate of double time (2X).

7.5 Weekend Premium. The weekend premium shall be three dollars and seventy-five cents (\$3.75) per hour. Such premium is excluded from overtime premium calculations unless otherwise required by the Fair Labor Standards Act. The weekend will be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday for those nurses working eight (8) hour shifts. For nurses working twelve (12) hour shifts, the weekend will be defined as all hours worked between 7:00 p.m. Friday and 7:00 p.m. Sunday.

7.6 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues to work during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the straight time rate of pay.

7.7 Charge Nurse Pay. A nurse assigned as Charge shall receive a premium of three dollars and fifty cents (\$3.50) per hour. Permanent Charge RNs shall receive charge nurse pay on all worked and non-worked hours, to specifically include PTO, EIB, Bereavement, Jury Duty and Military Leave. A Permanent Charge is defined as a staff nurse that has been selected to fill a Permanent Charge Nurse position, and spends one hundred percent (100%) of their time at work in the Charge RN capacity. Permanent Charge RNs who voluntarily agree to work additional shifts as a Staff RN will not be paid Charge Nurse Pay for those additional shifts.

7.8 Preceptor Premium. A nurse assigned as preceptor shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour for all hours assigned to precepting students, new graduate nurses, and nurses needing clinical skills training. A preceptor is defined as an experienced, clinical nurse proficient in teaching, who is specifically responsible for planning, organizing and evaluating the new skill development of a new nurse. Prior to accepting a preceptor assignment, nurses must complete the Preceptor Training Class offered by Samaritan Healthcare. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Management will determine the need for preceptor assignments and the time required for precepting, if any. It is understood that nurses, in the ordinary course of their responsibilities, will be expected to participate in the general process of assisting new nurses requiring department orientation. This would include providing informational assistance, support and guidance to new nurses. Preceptor pay shall not apply to students who are not participating in a formal precepting program. Preceptor pay shall apply to all RNs who have accepted a position within a new department.

7.9 Certification Premium. Full-time and part-time nurses regularly scheduled twenty-four (24) hours or more per pay period who become nationally certified in recognized clinical specialties will receive one thousand dollars (\$1,000) (pro rata for part-time) upon certification and every six (6) months they remain certified and the nurse continues to meet all educational and other requirements to keep the certification current and in good standing.

Certified nurses will notify their respective Nurse Managers in writing at the time certification is received, providing a copy of the original certification contract. Eligibility for certification payment will be based on (1) assigned to work in the area of certification, and (2) performance of specific function related to the certification, including in-service education, patient education, preceptorships, participation in continuing education and professional programs and by role modeling as demonstrated by an increased level of clinical and professional competence. Nurses will be paid for no more than one (1) certification.

Payment for certification shall be included with the nurse's regular scheduled bi-weekly payroll. Requests must be completed in writing. Payment for certification premium shall be made one (1) time per month on a schedule to be determined by the Payroll Department. Payments shall be calculated in accordance with State and Federal Tax Laws.

7.10 Mileage. Subject to prior approval, nurses required to use their personally owned automobile on Employer business will be reimbursed for their mileage at the current IRS recognized rate for mileage reimbursement.

ARTICLE 8 - EMPLOYMENT PRACTICES

8.1 Probationary Period. The first ninety (90) calendar days of employment shall be a probationary period. After successful completion of the probationary period, the nurse shall be considered a regular nurse, unless specifically advised by the Employer in writing of an extended probationary period not to exceed an additional ninety (90) calendar days. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. During a probationary period, each nurse shall be evaluated by their supervisor, a copy of which shall be given to the nurse. Unless specified otherwise, all applicable benefits shall accrue from date of hire; however, probationary nurses shall not be eligible to receive any fringe benefits until successful completion of the probationary period.

8.2 Notice of Termination. Regularly scheduled nurses shall be entitled to twenty-one (21) calendar days' notice of termination or pay in lieu thereof, plus any accrued vacation, except in cases of discharge for just cause.

8.3 Notice of Resignation. Regularly scheduled nurses shall be required to give twenty-one (21) calendar days' written notice of resignation. Failure to give such notice may result in loss of accrued fringe benefits. The Employer will give consideration to situations that would make such notice by the nurse impossible. Payment of accrued benefits may be prorated in accordance with the amount of notice given by the nurse.

8.4 Exit Interview. An exit interview is recommended and is to be granted when requested, either by the nurse or the Employer.

8.5 Discipline and Discharge. No nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be requested to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of a union representative or steward during any disciplinary meeting which may lead to disciplinary action. In the event of an investigatory meeting, the nurse may request a union representative or steward to be in attendance, provided such request does not delay the investigation. The Employer will notify the Union in writing within twenty-four (24) hours, exclusive of weekends and holidays, following notice of discharge or suspension to any employee in the bargaining unit.

8.6 Evaluations. Formal written performance evaluation of each regularly scheduled nurse will be carried out during the probationary period and not less than annually thereafter. In the absence of annual evaluations, performance shall be considered satisfactory.

When such a formal written evaluation is carried out, the nurse shall read and sign the evaluation. If a nurse disagrees with an evaluation, the nurse may object in writing to the evaluation, and such objection will be retained by the Employer with the evaluation. The nurse will be given a copy of the evaluation. Evaluation criteria will be communicated to the nurse. Attendance at staff meetings is one such criterion. Attendance at a minimum of seven (7) mandatory, regularly scheduled unit staff meetings is expected unless excused. Meeting notices with agenda will be posted in advance and notice will be provided should such meetings be cancelled. In lieu of notice, the nurse will receive one (1) hour of pay at the regular rate, unless the Employer has made a bona fide attempt to notify the nurse of the cancellation. Should attendance fall below seven (7) meetings per year, disciplinary action may result. If a staff meeting is cancelled by management, those meetings count as excused. If a nurse is assigned to work during a staff meeting or if the staff meeting is cancelled by management, those meetings count as excused.

8.7 Personnel Information. The nurse's personnel file shall be maintained in the Human Resources Department. Upon a nurse's request in writing to the Personnel Office, the nurse's personnel file will be made available for inspection by the nurse in the Human Resources Office. Copies of written personnel action forms, written corrective action and warning notices, and evaluations will be maintained in the nurse's personnel file. The nurse will receive a copy of each Personnel Action Form and any written corrective action or warning notices.

8.7.1 Personnel Action Forms. Written Personnel Action Forms shall be used to specify employee status, job title, rate of pay, number of hours worked, unit, shift, termination, change of position and leave of absence. Reasons for a termination, change in status, change in pay, and leave of absence shall be noted on the form by the Employer and signed by the nurse.

8.7.2 Written Records. Written records shall be readily available for nurses to determine number of hours worked, rate of pay, PTO and Extended Illness Benefit accrued, and low census hours taken.

8.8 Floating. All nurses can float to assist another unit and function to the scope of their practice as a basic RN. To take a full patient assignment, as defined in the unit specific competencies, a nurse must be oriented and complete the unit competencies. All nurses are expected to float for legitimate patient care needs. The need to float from one department to another will be determined by the Point of Entry Care Manager and/or Unit Director. Floating assignments will be rotated within the department. Reasonable effort will be made to have an equitable distribution of floating among all employees within a unit. Questions regarding floating decisions may be referred to the Nurse Advisory Committee for clarification at a later date.

In the event that a nurse must be floated to another unit the following order will be utilized, in conjunction with consideration for the nurses skill, ability, staffing and patient care need:

1. Agency RNs
2. Travelers
3. Per Diem Nurses
4. Nurses working a "bubble sheet" shift

5. All other full time and part time nurses

A nurse who accepts a shift to work on their home unit, on short notice (24 hours or less), would not be required to float.

- 8.8.1 Floating Orientation. The employer will make available orientation opportunities for nurses. Nurses who float will be expected to perform as either a Flex-float RN or Cross-Trained RN (as defined below), but will not be expected to perform tasks or procedures specifically applicable to the nursing unit for which they have not been currently or adequately trained within the last six (6) months. Every nurse that is floated to another unit will be provided with a “Buddy” to assist them.

A “Buddy Nurse” is a competent unit nurse designated to be the resource for a nurse who floats to the unit. The relationship will last for the duration of the shift when the floating nurse is on the unit.

It shall be the responsibility of the floating nurse involved to inform the “Buddy Nurse” of any task for which the floating nurse feels inadequately prepared. It is the responsibility of both parties to communicate concerns to the Point of Entry Care Manager and/or Unit Director.

- 8.8.2 Task RN. This nurse performs basic Registered Nurse competency skills and provides additional assistance to core staff. This nurse has a specialty that may require returning to the nurse’s home department. When requested to return to her/his home department, a Task RN shall return within thirty (30) minutes. Task RNs will not be given a full patient assignment. Task assignments shall be determined by the Unit Director and/or Charge Nurse. Task assignments shall not result in additional premium pay.

- 8.8.3 Cross Trained RN. This nurse is fully oriented, trained and qualified to perform clinical duties in a unit other than their home unit. Individuals classified as Cross Trained RNs are able to perform work at a level of competency equal to a unit’s regular staff. Cross Trained RNs are capable of taking on full patient assignments. Nurses interested in working in other departments as Cross Trained RNs will notify their respective Unit Director in writing. Prior to being classified as a Cross Trained RN a department specific skills checklist must be obtained and completed. The completed checklist and PAR requesting Cross Trained status must first be approved by Nursing Administration. It shall be the responsibility of the nurse involved to inform the Unit Director of any task for which they feel inadequately prepared. Checklists shall be reviewed annually. Clinical skills requiring updates are the responsibility of the nurse. Low census hours may be utilized for cross-training and updating skills and competency lists. Upon successful completion of the skills checklist, the nurse will be eligible to receive differential when required to float as a Cross Trained RN. When required to float as a Cross Trained RN, nurses who are not resource nurses will receive a two dollar (\$2.00) per hour differential when Cross Trained to two units and will receive a two dollar and fifty

cents (\$2.50) per hour differential when Cross Trained to more than two units. Resource nurses will receive a two dollar (\$2.00) per hour differential when Cross Trained to two units and will receive a three dollar and fifty cents (\$3.50) per hour differential when Cross Trained to more than two units.

8.9 Uniforms and Equipment. In units where the working conditions require scrub uniforms (OR, PACU, L&D and Nursery), the Employer will provide and launder scrubs. Nurses working in all other units will be allowed to wear scrub uniforms, purchased and laundered by nurses, maintaining a professional appearance.

8.10 The Employer will provide the nurses with policies, procedures, equipment, supplies and education to meet the health related standards of WISHA, OSHA and CDC.

8.11 Substance Abuse. The Employer and the Union will encourage and support employee participation in Washington Health Professionals substance abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible to use Extended_Illness Benefit and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with all of the Employer's policies and procedures.

8.12 Payback for Specialty Training. The Employer may, as a condition of hire, institute pay-back to the Employer for specialty orientation/training expenses if the employee terminates within twelve (12) months of the completion of such training.

8.13 Washington State License. Nurses will be required to have a current Washington State License as a condition of employment. Failure to have a validated copy will result in suspension.

ARTICLE 9 - SENIORITY/JOB SECURITY

9.1 Seniority. For purposes of this contract, seniority shall mean a nurse's continuous length of service, based on hours compensated as a bargaining unit member, consistent with 4.8.1. Seniority shall not apply to a nurse until they have completed the probationary period. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire.

9.2 Job Opening. The Employer agrees to post notices of job openings within the bargaining unit at least seven (7) days in advance of selection. Currently employed full-time and part-time nurses shall be given first consideration for all positions within the bargaining unit for which they are qualified based on seniority, provided skills, ability, performance and experience

are considered substantially equal in the opinion of the Employer. For the purpose of this section, performance will be evaluated on relevant and objective criteria related to the specific job opening for which the nurse is applying.

9.2.1 Applicants. Applicants for such positions shall submit their applications in writing using the Transfer Request Form. A separate application must be made for each position. Applications must be received by the Human Resources Department within seven (7) calendar days of the original posting in order to be considered. Applicants denied the position will be informed as such in writing.

9.2.2 Voluntary Transfers. Nurses that accept a position within another unit will be required to work the remainder of their posted schedule or twenty-one (21) days, whichever is greater, before the transfer will take effect. Transfers will take effect at the beginning of a pay period. Nurses may remain in their original department longer if all parties (Management & RN) agree.

9.2.3 Scheduling Changes. Changes in scheduling (days off, shift length, start & end times) will be handled in the following manner:

- * Changes that affect 20% or more of the employees within a department will be processed using the most recent seniority roster. Positions will be filled by seniority beginning with the most senior nurse within the department.
- * Changes that affect more than one department will be processed using the most recent seniority roster. Positions will be filled by seniority beginning with the most senior nurse within the affected departments.
- * Changes that affect a small number of individuals (less than 20%) will be managed between the affected staff members and the Unit Director. If agreement between the parties cannot be reached, then seniority shall apply.
- * Permanent reductions in the workforce will be handled in accordance with 9.3 of the current agreement.

9.3 Layoff and Involuntary Transfer or Reassignment. Layoff shall be defined as mandatory elimination of work hours resulting in separation of employment, exclusive of low census. Involuntary transfer or reassignment shall be defined as an involuntary change in shift, hours or unit, exclusive of low census.

In the event of a layoff or involuntary transfer or reassignment, the Employer shall notify the Union and the nurses involved a minimum of twenty-one (21) days prior to the impending layoff or involuntary transfer or reassignment. Twenty-one (21) days' pay in lieu of notice will be granted to regularly scheduled nurses if appropriate notice is not given in layoff circumstances only.

Where skill, competency and ability of nurses are substantially equal as determined by the Chief of Patient Care Services based on contracted evaluations, nurses shall be laid off or reduced in the following order:

- 1) New nurses on probationary status;
- 2) Per diem regularly scheduled/temporary;
- 3) Regularly scheduled nurses in order of seniority.

Nurses may not utilize seniority to bump from one employment location to another, *e.g.*, from acute site to physician's office, and vice versa.

Upon layoff, or involuntary transfer or reassignment, the names of such nurses shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff or involuntary transfer or reassignment. A nurse shall be removed from the roster only upon reemployment, refusal to accept regularly scheduled work, or at the end of the twelve (12) month period.

Seniority shall be the determining factor for layoff, involuntary transfer or reassignment and recall, providing that skill, competency and ability are considered substantially equal, based on contracted evaluations as determined by the Chief of Patient Care Services. The Employer will give every consideration to reassigning and reorienting nurses to different departments prior to layoff.

9.4 Recall from Layoff. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, providing that skill, competency and ability are considered substantially equal based on contracted evaluations as determined by the Chief of Patient Care Services. Upon reinstatement from such roster, the nurse shall have all previously-accrued benefits and seniority restored.

Nurses on layoff shall be entitled to reinstatement to a position for which he/she is qualified, prior to any nurse being newly hired.

9.5 Recall from Involuntary Transfer or Reassignment. Nurses will be considered to be on recall until such nurse's position, unit and shift are restored, unless a service is eliminated. The nurse will be removed from the call roster if she/he has been offered the position held at the time of commencement of the involuntary transfer or reassignment and has refused, or at the end of the twelve (12) month period. Qualified nurses shall be recalled before new nurses are hired or vacancies are posted.

9.6 Low Census. Low census will be defined as a need to temporarily reduce hours due to a decline in patient care requirements.

Prior to reducing hours as a result of low census, the Employer will attempt to reassign employees to other departments and/or projects. If such reassignment is not possible, as determined by the Employer, low census reduction in hours shall be assigned in the following order dependent upon skills and ability:

1. Agency Nurses

2. Premium (Overtime and Double-time) pay Nurses
3. Nurses that request or volunteer for low census
4. Per Diem Nurses
5. Traveling Nurse
6. Full time and Part time nurses by low census hours, then seniority

The Employer will attempt to provide work for as many nurses as possible but will not keep nurses on duty when there is no reasonable work for them to do. Work shall be defined as direct patient care, indirect activities, such as development of procedures, policies, in-service problems, or orientation to other units. Low census shall be rotated among all staff consistent with the following:

1. Low census shall be rotated on a monthly basis.
2. Implementation of rotation shall be by shift/day on a seniority basis.
3. No individual shall be mandatorily low censused in excess of twenty-four (24) hours per month.
4. Voluntary low census shall apply to the monthly twenty-four (24) hour low census cap.
5. Low census days may be made up provided such make-up does not require overtime or premium compensation.
6. Resource Nurses will be included, along with full, part time and per diem nurses, in the low census rotation as defined in this agreement.
7. Travelers and Agency nurses will be included in the low census rotation and will either be sent home, reassigned or retained as extra staff.
8. Days which are above the FTE hire level are exempt from the twenty-four (24) hour monthly cap. Low census make-up days shall be included in such calculation.
9. Charge Nurses will not be low censused unless another qualified Charge RN is available to work the shift or the census is so low that Charge RN duties are not needed to be performed.
10. Preceptors shall not be low censused unless another qualified Preceptor is available to work the shift. New orientees will generally not be low censused during the orientation period so they can complete their training in a timely manner. However,

if the patient census drops so low that the majority of the nurses within a department will need to low census, then the new orientees will also be low censused.

11. Nothing herein shall be construed to preclude the Employer from implementing a layoff at any time, in accordance with 9.3.

Low census day shall not be deducted from a regularly scheduled nurse's anniversary date for the purpose of benefit accruals and seniority. Regularly scheduled nurses shall not be placed on a low census if per diem nurses are working on a unit for which the nurse is qualified to do the work needed. If nurses are given low census so they work less than the hours for which they were hired in a pay period, that nurse will be offered additional work the next time the need arises, at the straight time rate of pay.

A nurse that is making up a Low Census day will have priority over a premium pay nurse provided that skills and ability as defined by the nursing unit are equal. It is the nurse's responsibility to communicate to the Staffing Office/Unit Director that they are available to make up a low census day. Low census make up days are paid at straight time including the appropriate shift differentials and premiums.

Low census is on a per unit basis except for premium pay nurses where skills and abilities are considered equal. A nurse making up a low census day at straight time can replace a nurse who has signed up for an open shift at an overtime rate of pay under Appendix D. The "replacement" must be within the same pay period.

Low census days made up within the same week shall be paid at straight time. Low census days made up in another week, but the same pay period, will be paid according to the overtime agreement on file for the affected nurse.

In the event the low census shift is less than the overtime rate open shift the nurse signed up for, the nurse that originally signed up for the overtime rate open shift is responsible to fulfill the remainder of the shift unless both parties agree to the arrangements. Hours above the low census make up hours will be paid in accordance with section 5.8 of the current labor agreement.

If there is agreement between the nurse and the unit, the work schedule can be amended to decrease low census. This flexibility affects the posted schedule only. The nurse being asked to change schedules has the final determination.

Nurses may request voluntary low census no more than 48 hours in advance of their scheduled shift. The request for low census must be made, in writing, to the Staffing Office and/or Unit Director. Requests for voluntary low census will be rotated amongst the nurses within the department, beginning with the highest senior nurse. A nurse's request for voluntary low census is subject to the Employer's determination as to its needs relating to patient care based on the nurse's skills and abilities.

- 9.6.1 Low Census Standby. Any full-time or part-time nurse placed on low census standby shall receive twenty-five percent (25%) of their regular salary. Nurses

called in to work while on low census standby shall be paid for all work performed at their regular rate of pay. Nurses placed on low census standby shall be available to return to work when the need arises. Nurses will accrue benefits and seniority on low census standby.

9.6.2 Reporting Pay. Any nurse who reports for work as scheduled without receiving at least one (1) hour's prior notice that no work is available shall receive payment for two (2) hours' work at the regular rate of pay. Should the Employer make a bona fide attempt to notify the nurse of a cancellation of shift but be unsuccessful in doing so, this provision shall not apply. It shall be the responsibility of the nurse to maintain a current address and telephone number listing with the Employer. Failure to do so shall excuse the Employer from the notification requirements provided herein.

9.6.3 Temporary Reduction in Patient Census or Surgical Schedules. When advised of reductions in patient census or surgical schedules, nurses may request time off without pay.

9.7 Additional Hours. Part-time nurses desiring additional hours up to full-time shall notify the Nurse Manager in writing. The Employer will make a good faith effort to utilize regularly scheduled nurses prior to scheduling per diem nurses or hiring new nurses. Positions and hours may be combined to achieve full-time status upon Employer approval.

ARTICLE 10 - PAID TIME OFF

10.1 Purpose. The Employer shall provide a consolidation of vacation, holidays and a portion of sick leave benefits in a benefit called Paid Time Off (PTO). The purpose of the PTO Plan is to provide employees the flexibility in using earned leave days to best meet individual needs and desires for personal health, family, holidays, recreation, business, low census or leisure time. Earned PTO may be used for any personal absence the employee wishes.

10.2 Eligibility. Regular full-time and part-time employees are eligible to start accruing PTO benefits as provided in Section 10.3. Part-time employees will accrue PTO benefits on a pro rata basis. Beginning on an employee's ninetieth (90th) day of continuous employment, the employee may schedule and take PTO to the extent that they have earned.

10.3 Accrual. The chart below summarizes the PTO accrual and full time equivalent accrual caps provided for in this Section:

Years of Service	PTO Hourly Accrual Rate	WAPSL-PTO Hourly Accrual Rate	Total Annual Accrual Cap (PTO accrual cap + WAPSL-PTO carry over cap)	Total Maximum Accrual Cap (PTO accrual cap + WAPSL-PTO carry over cap)
0 - 4 years	.05962	.025	176	264

5 - 9 years	.07885	.025	216	324
10 years and thereafter	.09808	.025	256	384

On the ninetieth (90th) day of continuous employment, eligible employees will accrue PTO and WAPSL-PTO at the hourly accrual rates indicated in the chart above based on paid hours of work. Prior to an employee’s ninetieth (90th) day of employment, eligible employees will accrue only WAPSL-PTO at the .025 hourly accrual rate.

“WAPSL-PTO” is the portion of an employee’s PTO accrual designated for use in compliance with the Washington Paid Sick Leave Law, RCW 49.46.200 et seq. These WAPSL-PTO hours are the PTO hours designated for use as described in Section 10.4.

Eligible employees can accrue PTO that is not designated as WAPSL-PTO up to the indicated maximum amounts:

Years of Service	Annual Accrual Cap	Maximum Accrual Cap
0 - 4 years	136	224
5 - 9 years	176	284
10 years and thereafter	216	344

The employee will exercise their best effort to utilize PTO time that is not designated as WAPSL-PTO within twelve (12) months of earning it. PTO that is not designated as WAPSL-PTO will not accrue beyond the maximum or annual accrual caps listed. Once an employee has reached the maximum or annual accrual amounts, the accrual will be turned off until the balance of PTO that is not designated as WAPSL-PTO in the time bank drops below the maximum accrual cap or the new anniversary year begins. Annual accrual rates for part-time employees will be prorated.

At the end of each calendar year eligible employees will carry over up to 40 hours of unused WAPSL-PTO into the following year. Unused WAPSL-PTO hours that are not carried over will be redesignated as general PTO until the employee’s annual or maximum PTO caps are reached and thereafter will, at the employee’s option, be cashed out.

A nurse who leaves the employment of the Employer, upon giving proper notice, shall be entitled to payment for any unused PTO which may have accrued, except where such termination resulted from discharge for cause.

10.4 Washington Paid Sick Leave PTO (WAPSL-PTO).

PTO that is designated as WAPSL-PTO may be used for any PTO purpose, including the following purposes:

- (a) An absence resulting from an employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, or treatment of a

mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(b) To allow the employee to provide care for a family member (as defined in RCW 49.46.210) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

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

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

If the need to use WAPSL-PTO is foreseeable, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of such PTO.

If the need for WAPSL-PTO is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee must provide notice to the Employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so. If it is not practicable for the employee to provide such notice, the employee's designee may do so. If advance notice by the employee or the employee's designee is not practicable, notice must be provided as soon as possible.

If the need for WAPSL-PTO is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee (or if impracticable, his or her designee) must give notice to the Employer no later than the end of the first day that the employee takes such leave.

The Employer may provide for other terms for use of WAPSL-PTO by policy, consistent with the provisions of the Washington Paid Sick Leave Law.

10.5 Change to Non-Benefitted Status. If an employee who is eligible for PTO becomes non-benefit eligible (e.g., transitions to per diem or temporary status or accepts a pay in lieu of benefits premium), the employee will no longer accrue PTO hours as of the date of the status change. Such an employee would instead accrue paid sick leave hours under Samaritan Healthcare's paid sick leave policy applicable to per diem, temporary, and pay in lieu premium employees which shall be consistent with the provisions of the Washington Paid Sick Leave Law. Upon assuming non-benefit eligible status, the employee will receive payment for all unused PTO hours that are not designated WAPSL-PTO hours. Unused designated WAPSL-PTO hours will roll over as paid sick leave hours under the paid sick leave policy applicable to per diem, temporary, and pay in lieu premium employees.

10.6 Change to Benefitted Status. If an employee who is not eligible for PTO becomes eligible to accrue PTO, then the employee will no longer accrue paid sick leave hours under Samaritan Healthcare's paid sick leave policy applicable to per diem, temporary, and pay in lieu

premium employees, and will begin to accrue PTO hours, as of the date of the status change. Upon assuming benefit eligible status, unused paid sick leave hours under the paid sick leave policy applicable to per diem, temporary, and pay in lieu premium employees will roll over as designated WAPSL-PTO hours.

10.7 Access. The Unit Directors will be responsible for approval of PTO to provide for adequate staffing patterns for the Employer. PTO should be scheduled by the employee in such a way as will least interfere with the function of a particular department and the continuity of patient care. Employees are required to submit a PAR (Personal Request Form) or enter the request into the Kronos timekeeping system to use PTO hours and submit this PAR to their immediate Unit Director. The Unit Director shall grant or deny the PAR request as soon as possible. Employees may utilize PTO hours to supplement their time card for low census and holidays. Extended Illness Benefit may be used to supplement the amount received by an employee for Workers' Compensation Insurance, as provided under Section 14.4.

10.8 Vacation Scheduling. The normal vacation request period shall be from January 1 through March 31 of each year. In the event of conflicting requests for vacation time by two (2) or more nurses within a unit during the request period, seniority shall prevail. The Unit Manager shall post the approved vacation schedule by each April 15.

Vacations will be granted in blocks of one (1) to two (2) weeks (normally not in excess of two [2] weeks) during peak periods, which shall be defined as June 1 through September 1 of each year, unless the schedule can accommodate additional time off. In the event of vacation request outside the request period, the Unit Manager shall approve such request on a first-come, first-served basis, but in no event will they displace an already scheduled vacation. Nurses requesting a vacation outside the request period shall request the desired vacation time as far in advance as possible, but not less than two (2) weeks before the work schedule is posted. The nurse shall be notified in writing within two (2) weeks whether the vacation is approved or denied. Vacations that include holidays will be granted on the basis of the unit holiday rotation. The Employer shall provide staffing coverage necessary for nurses to receive their authorized vacation.

10.9 PTO Cashout. After one year of service, nurses are eligible to cash out a portion of their PTO leave. Accrued and unused WAPSL-PTO may only be cashed out at the end of the calendar year, and an employee's WAPSL-PTO may not be reduced below 40 hours. PTO balances in excess of 40 hours may be cashed out. PTO cannot be cashed out below the 40 hour balance. Nurses may take their PTO bank down to a zero balance under the following circumstances: taking vacation, using PTO to cover for an illness or to cover low census hours. For PTO cashout, nurses are required to indicate the cashout amount on a PAR and submit it to their supervisor for approval. Nurses may cash out PTO in not less than eight (8) hour increments.

Nurses will not accrue additional PTO on any hours that are cashed out. PTO hours will accrue on PTO taken for vacation, illness or to cover low census hours.

ARTICLE 11 - HOLIDAYS

11.1 Compensation for Holidays Worked. A nurse required to work on the following holidays shall receive time and one-half (1½) the regular rate of pay:

New Year's Day	Labor Day
Thanksgiving Day	Memorial Day
Christmas Day	Fourth of July
Christmas Eve	

11.2 Observance for Night Shift. For nurses working the night shift (11 p.m. - 7 a.m.), holiday pay shall be given for the shift where the majority of hours worked are on the designated calendar date for the holiday. Night nurses shall be paid for actual hours worked on change of daylight savings time.

11.3 In January of each year, the Employer shall publish a list of dates upon which the recognized holidays will be observed.

11.4 Rotation of Holiday Work. When possible, holiday work shall be rotated within each unit without respect to seniority.

ARTICLE 12 - EXTENDED ILLNESS BENEFIT

12.1 Accumulation. Employees shall accumulate Extended Illness Benefit at the rate of .03077 the first eighty (80) hours compensated in a pay period (.03419 for twelve (12) hour shift employees) and shall accumulate Extended Illness Benefit commencing with the ninety-first (91st) day of employment.

Paid Extended Illness Benefit shall be computed as time worked for the purpose of accruing benefits. Extended Illness Benefit accrual is limited to 720 hours. Once employees reach the maximum amount of EIB accrual, they will no longer accrue EIB hours until such time as their balance drops below the seven hundred and twenty (720) hour maximum. The maximum accrual amount shall not apply to nurses that had a balance above the 720 hours maximum amount, as of July 1, 2004. They shall continue to accrue Extended Illness Benefit.

12.2 Notification of PTO or Extended Illness Benefit. Except when using PTO designated as WAPSL-PTO for purposes identified in Section 10.4(a)-(d), Employees scheduled to work shall be required to notify the Employer as soon as they know or not less than two (2) hours in advance of the employee's scheduled shift if unable to report for duty. The Employer shall give consideration to extenuating circumstances that make such notice requirements impossible. Extended Illness Benefit pay shall be based on normal rate of pay.

12.3 Payment. The first sixteen (16) consecutive compensable hours of illness, the employee shall draw out of the PTO bank, beginning with available WAPSL-PTO, except in instances of immediate hospitalization. Starting with the seventeenth (17th) consecutive

compensable hour of illness, earned leave in Extended Illness Benefit bank shall be used for immediate subsequent scheduled time the employee is unable to work due to illness.

12.4 Dependent Care. Leave for dependent care shall be in accordance with applicable state statute. Such leave shall be administered in accordance with applicable state statute.

12.5 Payroll Check Stubs. Extended Illness Benefit credits shall be shown on the payroll check stubs.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 General Provisions. After twelve (12) months of continuous service, a regularly-scheduled nurse shall be eligible for leave of absence not to exceed one (1) calendar year without pay. All leaves are to be requested from the appropriate Unit Director in writing as far in advance as possible, stating all pertinent details and the amount of time requested, including the date of return to work. A written reply to grant or deny the request shall be given by the appropriate Unit Director within thirty (30) calendar days.

13.2 Leave without pay for a period of thirty (30) calendar days or less shall not alter a nurse's anniversary date of employment or the amount of PTO pay or Extended Illness Benefit which would otherwise be earned by the nurse. Leave without pay for a period in excess of thirty (30) calendar days will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed by the Employer.

13.3 An unpaid leave of absence of thirty (30) days or less shall guarantee the nurse's return to the same position, unit and shift held before the leave. An unpaid leave of absence in excess of thirty (30) days will guarantee the nurse first choice to the first available equivalent opening for which the nurse is qualified, unless specified otherwise in 13.5.

13.4 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer.

13.5 Maternity Leave. Upon completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed twelve (12) weeks, or the period of maternity disability leave, the Employer will return the nurse to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) months' leave upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use PTO/Extended Illness Benefit to the extent accrued during the maternity leave. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

13.6 Military Leave. Military leave shall be granted in accordance with State and Federal Law. Please refer to policy #8500-260 for details. Such leave shall not be considered part of the earned annual vacation time.

13.7 Jury Duty. Regularly scheduled nurses shall receive their regular salary when called to jury duty, up to a maximum of twenty-one (21) days. The nurse, on receiving jury duty pay, will reimburse the Employer the daily jury stipend minus any contracted expenses for mileage and meals. If the nurse is required as a result of her employment at Samaritan Hospital to appear in court or is involved in any pre-trial meetings, the nurse's time shall be considered as time worked and shall be paid at the appropriate rate.

13.8 Bereavement Leave. Bereavement leave with pay up to twenty-four (24) hours shall be allowed for death in the immediate family. Where extensive travel is required, additional leave without pay may be granted. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child, grandchild, mother-in-law or father-in-law.

13.9 Federal Family and Medical Leave Act (FMLA). As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least twelve hundred fifty (1250) hours (including low census hours) during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the FMLA and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave. The Employer may recover the premium for maintaining coverage during any period of leave if the employee fails to return to work as specified in the FMLA.

ARTICLE 14 - MEDICAL AND INSURANCE BENEFITS

14.1 Health Insurance. The Employer shall continue to maintain in effect a group insurance plan and group dental plan. The Employer will provide such coverage for the nurses regularly scheduled an average of twenty (20) hours per week. Benefits for part time nurses will be prorated as provided in Section 4.5. Full-time for medical and dental insurance premium rates only shall be a .75 FTE or greater. The Employer shall designate a Core Plan. Employer's contribution shall be:

Medical/Vision (Rates):

Employee	100% of cost for the Core Plan
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Employee + Spouse	85% of the cost for the Core Plan
Employee + Child(ren)	85% of the cost for the Core Plan
Family	85% of the cost for the Core Plan

Dental (Rates):

Employee	100% of cost for the Core Plan
Employee + Spouse	85% of the cost for the Core Plan
Employee + Child(ren)	85% of the cost for the Core Plan
Family	85% of the cost for the Core Plan

These percentage Employer contribution rates shall be maintained and applied to the Core Plan in each plan year provided that the averaged cost of premiums for the group medical/vision insurance plan and group dental plan do not increase by more than 5% over the previous plan year. If the averaged cost of premiums for the group medical/vision insurance plan and group dental plan increase by more than 5% over the previous plan year, the increased premium costs of the Core Plan shall be borne equally (50%/50%) by the employer and the employee. All matters pertaining to the Employer's group insurance plan(s) and group dental plan(s) not specifically and expressly covered by the language of this contract may be changed or administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

14.2 Unemployment Compensation. The Employer shall provide Unemployment Compensation Insurance for all registered nurses.

14.3 Liability Insurance. Nurses on duty for the Employer and performing in accordance with the approved job description shall be covered by the Employer's liability insurance at no cost to the nurse.

14.4 Workers' Compensation Insurance. In any case which a nurse shall be entitled to benefits or payments under the Workers' Compensation Act or similar legislation, the Employer will be required to provide compensation as set forth in the state law. Workers' compensation insurance shall be integrated with Extended Illness Benefit consistent with current Employer practice.

ARTICLE 15 - RETIREMENT PLAN

The Employer shall continue to maintain a retirement program. Newly eligible nurses may sign up and enroll at any time. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan.

ARTICLE 16 - NURSING PRACTICE AND EDUCATION

16.1 In-service Education and Orientation. Programs shall be instituted and maintained, with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. When in-services are posted, the Employer will indicate whether attendance is mandatory. Time spent at mandatory or encouraged in-services shall be considered as time worked.

16.2 In-service/Continuing Education. The parties agree that it is a professional responsibility to maintain and update knowledge and skills. To that end, nurses are expected to attend at least twelve (12) contact hours of in-service/continuing education per year. Attendance at in-service/continuing education programs is one (1) evaluation criteria. Failure to meet this criteria may result in disciplinary action.

16.3 Orientation - Objectives.

- 1) To familiarize new personnel with the objectives and philosophy of the Nursing Department and the Employer.
- 2) To orient new personnel to the policies and procedures, their functions and responsibilities, as defined in the job description.
- 3) To provide learning experience for the promotion of safe and quality nursing care.

The nurse will be oriented in a combination of classroom and at least one (1) week of floor and shift work. If at the end of one (1) week of floor orientation the nurse feels she/he needs more orientation, this request may be made to her/his supervisor.

16.4 Staff Education. The function of the staff education shall be:

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

16.5 Unpaid Education Leave. After one (1) year of continuous employment, permission may be granted for a period not to exceed one (1) year for leaves of absence without pay for study without loss of seniority accrued prior to commencement of the leave.

16.5.1 Five (5) days' leave without pay may be granted for educational purposes, provided nursing services will not be jeopardized.

16.6 Reimbursed Expenses. The Employer will reimburse the nurse for mutually agreed upon expenses the nurse incurs while attending educational offerings at the request of the Employer. Such expenses shall be agreed upon in writing in advance.

16.7 Paid Educational Leave. Twenty-four (24) hours' educational leave with pay shall be granted to regularly scheduled nurses, prorated according to actual hours worked. Additional paid leave may be granted by supervision. Paid leave shall be used for attending professional meetings such as workshops, seminars and educational programs, provided such leave shall be subject to scheduling requirements of the Employer. The term "professional meetings" is defined as meetings conducted to develop the skills and qualifications of nurses for the purpose of enhancing and upgrading the quality of patient care, and shall not include any meetings for other purposes such as labor relations or collective bargaining activities. Educational leave may be used on an hour-by-hour basis. Educational days do not need to be used for educational time required or encouraged by the Employer, *i.e.*, Fair Day, and ACLS in units where ACLS is a job qualification.

16.7.1 Nurses must request educational leave away from the Employer in writing to the appropriate Unit Director. The nurse will receive a written response to grant or deny the request within fifteen (15) calendar days of submittal. The request will include proposed expenses. Mutually agreed upon expenses shall be reduced to writing in advance.

16.7.2 Nurses may use educational leave for elective in-services offered by the Employer as long as no overtime or premium pay occurs.

16.7.3 A nurse who is unable to take requested educational leave due to staffing requirements beyond the nurse's control may be permitted to carry over the amount of requested leave to the following year, not to exceed six (6) days.

16.8 New Nurse Orientation. All newly hired nurses will be required to participate in an orientation process. This includes a registered nurse whose clinical experience in nursing care after graduation is less than six (6) months, a registered nurse who is returned to practice, with no current clinical training or experience or a newly hired nurse with current clinical training. The orientation process shall be department specific and shall not exceed six (6) continuous months except that the orientation period may be extended for an additional three (3) months when mutually agreed to in writing, by the Chief of Patient Care Services or designee and the individual nurse involved.

A newly hired nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibility as a staff nurse, shall be compensated at the same rate of pay. Close and direct supervision shall be defined as working in conjunction with other registered nurses.

Newly hired nurses shall receive the orientation necessary to perform all assigned tasks.

ARTICLE 17 - COMMITTEES

17.1 Nurse Advisory Committee. There shall be established a Nurse Advisory Committee. The purpose of this committee shall be to discuss interpretational issues related to administration of this document and to discuss and recommend measures to the parties that maintain quality patient care. Assuming final agreement on language the parties will, by use of a signed written memorandum of understanding, include and implement such recommendations in the existing collective bargaining agreement.

The Committee shall consist of one elected nurse representative from each unit and not more than an equal number of representatives of Employer Administration, including the Chief of Patient Care Services or designee. The Committee shall meet quarterly or by mutual agreement by the parties.

17.2 Nurse Staffing Committee. There shall be established a Nurse Staffing Committee. The purpose of this committee shall be to develop and oversee an annual patient care unit and shift-based nurse staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget. The Nurse Staffing committee shall be responsible for presenting a staffing plan to the Chief Executive Officer. If the Chief Executive Officer does not adopt the staffing plan s/he shall provide a written explanation of the reasons why to the committee. The employer shall follow the regulations and guidelines set forth by RCW 70.41.420 with regard to the Nurse Staffing Committee.

17.3 Safety Committee. A member of the bargaining unit shall be provided representation on the Hospital-wide Safety Committee.

17.4 Compensation for Committee. Nurses shall be compensated at their regular rate of pay for all time spent on established committees when they are members and required to attend committee meetings.

ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION

18.1 Grievance Defined. A grievance is defined as any alleged violation of the terms and/or conditions of this Agreement. If any such grievance should arise, it shall be processed by the grievant together with a Union steward or representative in accordance with the following procedure.

18.1.1 Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto. If the grievant and Union steward or representative does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with these limitations, the grievant shall have the right to proceed to the next step of this procedure. Grievances not raised in accordance with the following procedure and time limits will be waived and will not be considered.

18.1.2 Except as specifically stated herein, this procedure herein shall serve as the sole mechanism for adjudication of disputes which may arise out of any violation of this Agreement alleged by the Union.

18.2 Procedure.

Step 1 Immediate Supervisor.

All complaints and disputes concerning the interpretation and/or application of this contract shall be presented in writing by the grievant together with a Union steward or representative to the grievant's immediate supervisor within fourteen (14) calendar days of the grievant's knowledge that a grievance exists. The written grievance shall specify the provision of this contract allegedly violated, the date of such violation, and the remedy sought by the grievant. The immediate supervisor shall be given fourteen (14) calendar days to resolve or respond to the grievance.

Step 2 Chief of Patient Care Services.

If the matter is not resolved at Step 1, the grievant together with a Union steward or representative shall present the written grievance within fourteen (14) calendar days of receipt of the Immediate Supervisor's decision to the Chief of Patient Care Services. The Chief of Patient Care Services or designee shall convene a meeting of all interested parties, including a Local Unit Officer, and shall issue a written decision in the matter within fourteen (14) calendar days after said meeting.

Step 3 Chief Executive Officer.

If the matter is not resolved at Step 2 above, the grievant together with a Union steward or representative shall present the written grievance to the Chief Executive Officer or designee within seven (7) calendar days from receipt of the Step 2 decision. The Chief Executive Officer shall meet with a Union representative upon request, and shall submit a written reply to the grievant, with copy to the Union representative, within fourteen (14) calendar days following receipt of the grievance.

Step 4 Mediation.

The parties may mutually agree to submit a dispute to mediation. Costs of mediation, if any, shall be equally borne by the parties. The mediation process may be terminated through written notice to the other party at any time.

Step 5 Arbitration.

If the grievance is not settled on the basis of the foregoing procedure, the Union may submit the issue to arbitration by notifying the Employer in writing within fourteen (14) calendar days of receipt of the written response in Step 3. Within fourteen (14) calendar days of notification that the dispute is submitted for arbitration, the Employer and the Union shall

each select one (1) representative. These two (2) shall promptly attempt to select an arbitrator. If the two (2) representatives cannot agree on the selection of an arbitrator, a list of eleven (11) northwest arbitrators shall be requested from the Federal Mediation and Conciliation Service. The arbitrator shall be chosen from that list by the parties alternately striking (beginning with the Union) the names until only one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this contract as they apply to the specific facts or the issue in dispute. Each party shall bear one-half (½) of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

Each party shall bear one-half (½) of the fee of the arbitrator and any other expenses directly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

18.3 Miscellaneous Conditions.

18.3.1 This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of the Agreement shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this contract shall be null and void, and shall not be subject to this grievance procedure.

18.3.2 No Reprisals. No reprisals of any kind will be taken by the Employer against any nurse or nurses because of any claim under the contract or her/his participation in the grievance process.

18.3.3 Access. The Employer shall permit an employee access to and the right to inspect and acquire copies of his/her personnel file.

18.4 Group Grievance. Any common grievance involving a significant number of nurses which has the same factual basis, may be submitted by the Union at the Step 1 level, provided the grievance is submitted within twelve (12) calendar days of the Union's knowledge that a grievance exists.

ARTICLE 19 - SEPARABILITY

If any portion of this contract is determined by the courts or proper government agencies to be in contradiction to any state or federal law, such decisions shall not invalidate the entire contract, it being the expressed intent of the parties that the remainder of this contract shall remain in full force and effect. The Employer and the Union agree to jointly revise those portions which are determined not to conform with state and federal law.

ARTICLE 20 - UNINTERRUPTED PATIENT CARE

The Employer provides special and essential services to the community. Therefore, it is the intent to settle disputes by the grievance procedure provided herein. Therefore, during the term of this contract, (1) the Employer shall not lock out its employees and (2) neither the employees nor their agents or any other representatives shall participate in any way in any strike, including any sympathy strike, walkout, slowdown, boycott or any other interference with the operations of the Employer, nor shall any employee refuse to cross a picket line established against the Employer. Any employee found to have violated this Article shall be subject to immediate discipline, including possible dismissal.

ARTICLE 21 - MANAGEMENT RIGHTS

Management of the Employer and the direction of the work force is vested exclusively with the Employer, subject to the terms of this contract. All matters not specifically and expressly covered by the language of this contract may be administered for its duration by the Employer in accordance with policies and procedures as it from time to time may determine.

ARTICLE 22 - GENERAL PROVISIONS

In the event Samaritan enters into any formal letter of intent or other similar memorandum reflecting its intent to merge, affiliate or otherwise sell its operation to another entity, Samaritan will provide the Union with reasonable notice of such intent and the opportunity to provide input into the timing and implementation of any proposed change in ownership. Nothing herein shall diminish the Union’s collective bargaining rights under state law.

ARTICLE 23 - EFFECTIVE DATE AND DURATION OF THIS CONTRACT

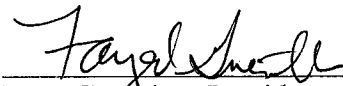
This Agreement shall become effective upon ratification and remain in effect through December 31, 2021. Should either party decide to modify or terminate this Agreement on the expiration date, it shall serve written notice on the other party no more than one hundred twenty (120) and no less than ninety (90) days prior to the date of expiration.

SAMARITAN HEALTHCARE

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 21



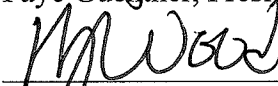
Theresa Sullivan CEO



Faye Guenther, President

6/10/19

Date



Matt Wood,
Union Representative

4/19/19

Date

APPENDIX A

MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TEN (10) HOUR SHIFTS

1. The normal workday shall consist of (10) hours' work plus an unpaid meal period of one-half ($\frac{1}{2}$) hour.
2. The normal work week shall consist of forty (40) hours of work within a seven (7) day period.
3. Overtime shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the nurse's straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in one (1) day and/or in excess of forty (40) hours in a seven (7) day period. Overtime shall be compensated for at the rate of double time (2x) the regular rate of pay for all time worked after twelve (12) consecutive hours.
4. If holidays are worked, time and one-half ($1\frac{1}{2}$) will be paid for the actual hours worked within a twenty-four (24) hour holiday period.
5. PTO/Extended Illness Benefit will be compensated at ten (10) hours per sick day.
6. Shift differential shall be paid for any time worked on evening or night shift at the rate appropriate for hours worked, as defined in 7.1.
7. A ten (10) hour shift nurse will be compensated for attendance at approved education conferences for eight (8) hours at the straight-time rate for each approved day (24 hours) off.
8. Section 5.6 shall be applied to provide premium pay in the event at least ten (10) hours off duty between shifts is not available.
9. Any modifications or additions to this Memorandum shall be negotiated by the parties.
10. This Memorandum may be cancelled by either party upon serving thirty (30) calendar days' written notice to the other.

APPENDIX B

MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TWELVE HOUR SHIFTS

1. Section 4.4 shall be applied to recognize a nurse who is regularly scheduled thirty-six (36) or more hours in a seven (7) day period as full-time.
2. Section 4.5 shall continue to use thirty-six (36) hours per week as the basis of proration regarding part-time nurses.
3. Sections 5.1, 5.2 and 5.3 shall not be applicable to twelve (12) hour shift nurses. Employees shall receive an unpaid meal period of thirty (30) minutes and shall be allowed the three (3) ten (10) minute breaks during each twelve (12) hour shift. If a meal period is not taken, it will be paid at time and one-half (1½). The work period shall be a seven (7) day period commencing at 12:01 a.m. on Sunday and ending at 12:00 p.m. on Saturday.
4. Section 5.6 shall be applied to provide premium pay in the event at least ten (10) hours off duty between shifts is not available.
5. Section 5.7 shall be applied to reflect Saturday and Sunday as the weekend for the day shift and Friday and Saturday as the weekend for the night shift.
6. Section 5.8 shall be applied to provide overtime compensation for time worked in excess of forty (40) hours in the seven (7) day work period.

Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond or prior to the regularly-scheduled twelve (12) hour shift or for time worked in excess of forty (40) hours in the seven (7) day period.

Overtime shall be compensated for at the rate of double time (2x) the regular rate of pay for all time worked after fourteen (14) consecutive hours.
7. Shift differential shall be paid for any time worked on evening or night shift at the rate appropriate for hours worked, as defined in Section 7.1.
8. If holidays are worked, time and one-half (1½) will be paid for the actual hours worked within a twenty-four (24) hour holiday period.
9. PTO/Extended Illness Benefit will be compensated at twelve (12) hours per sick day.
10. A twelve (12) hour shift nurse will be compensated for attendance at approved education conferences for eight (8) hours at the straight-time rate for each approved day (24 hours) off.

11. Any modifications or additions to the Memorandum shall be negotiated by the parties.
12. This Memorandum may be cancelled by either party upon serving thirty (30) calendar days' written notice to the other.

APPENDIX C

EIGHT (8) AND TWELVE (12) HOUR COMBINATION SHIFT

In accordance with Section 5.4 of this contract, nurses may, on an individual basis, agree to work an eight (8) and twelve (12) hour combination shift schedule with the consent of the Employer. All existing provisions shall apply unless otherwise provided for herein.

1. Work Day. The work day shall be a scheduled eight (8) hour day or twelve (12) hour day, to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with Section 5.3 to be taken during each four (4) hour increment of the shift.
2. Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period.
3. Daily Overtime. Nurses working this eight (8) and twelve (12) hour combination shift schedule shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for time worked after the scheduled eight (8) hour shift or after the end of the scheduled twelve (12) hour shift. If a nurse works more than two (2) hours beyond the end of the scheduled twelve (12) or eight (8) hour shift, all overtime hours after this shall be paid at double time (2x).
4. Weekly Overtime. Overtime will be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay for all hours worked beyond forty (40) hours in the work week.
5. Time Off Between Shifts. Section 5.6 shall be applied to provide premium pay in the event at least ten (10) hours off duty between shifts is not available.

APPENDIX D

OPEN SHIFT SCHEDULING

This addendum is to be used as a guideline to assist in filling vacancies within the nursing units. Scheduling of overtime shifts (paid at one and one half 1½ times the nurse's regular rate of pay) will be administered fairly to all staff desiring these shifts.

1. By the 10th of each month, all requests for time off for the following month must be submitted electronically via the Employer's timekeeping system
2. By the 13th of each month, nursing units with per diem and/or part-time nurses will schedule this staff into known shift vacancies.
3. By the 14th of each month, a "preliminary schedule" will be posted by the Employer showing open shifts.
4. Between the 14th and 18th of each month, nurses who are qualified may sign up for open shifts listed on the preliminary schedule. In a one month period, no nurse may sign up for more than 6 total overtime shifts (paid at one and one half 1 ½ times the nurse's regular rate of pay) in addition to their normal FTE.
5. By the 20th of each month, the final schedule will be posted. Any changes or requests for changes are the responsibility of the person desiring a change and need to be done without putting anyone into overtime and must have the Unit Director's approval.

When a nurse signs up for an open shift, they are responsible for that shift. The nurse may be floated to other departments based upon qualification and patient care needs. This shall not apply to nurses who agree to work a short notice (less than 24 hours notice) shift. Nurses can request to be excused from a shift they have previously signed up for. If this request is not approved, the nurse is expected to work the agreed upon shift. If a nurse does not complete a shift they are responsible for, the current Attendance Policy will apply.

Nurses scheduled to work overtime shifts may be placed on low census or low census standby in accordance with Section 9.6 Low Census of the current labor agreement. A nurse making up a low census day at straight time can replace a nurse working an overtime shift.

Nurses who work an overtime shift and then do not work their FTE for the week will have their overtime shifts converted to straight time. Nurses who do not work their FTE for the week due to LC or LCSB will continue to receive overtime (paid at one and one half 1½ times the nurse's regular rate of pay) for those assigned shifts.

APPENDIX E

BONUS PLAN

This Letter of Understanding shall serve to confirm agreement regarding the Bonus Plan.

Compensation and the mechanics of any compensation system are important to Samaritan Healthcare's leaders and staff. A system of compensation that contributes to job satisfaction and the perceived value of work enhances the overall experience as a Samaritan employee. As an element of the compensation system, the potential to earn a bonus is a key tool in creating alignment between the work of leaders and staff and the organization's vision, mission, values, and strategic plan. The following establishes the guidelines for participating in the Samaritan Healthcare Bonus Plan.

1. Eligibility. Individuals eligible to participate in the Bonus Plan are the Registered Nurses working in a job classification at the acute care (hospital) site and the Clinic site. Furthermore, the Registered Nurse must be an "active" employee on the date the bonus payment is made in order to receive a payment.
2. Criteria. Criteria under which a bonus may be paid will be defined by Samaritan Healthcare's Board of Commissioners and Administration and agreed to by the bargaining unit. Generally, these elements will fall under the five pillars (People, Service, Quality, Finance, and Growth) as summarized in Appendix A to this Letter of Agreement.
3. Bonus Payment Determination. The Board of Commissioners will maintain sole discretion in determining if bonus pay is appropriate and at what dollar amount the bonus shall be paid to the eligible Registered Nurses. Further, the bonus would be distributed equally amongst the eligible parties.
4. Calculation. Bonus payments will be calculated as the amount determined by the Board of Commissioners *times* the number of hours worked (\$ x hours worked) and will be based on the pay types listed in Section 4(a). Hours will not exceed a total of 2080 hours.
 - a. Pay Types: Regular Hours worked, Holiday Worked, Paid Time Off (PTO), Extended Illness Benefit (EIB), Bereavement, Education, Jury Duty, Double Overtime and Overtime (in the acute care RN job classification only).

Dollars paid as a bonus will be in a lump sum payment and not added to the base rate of pay. The bonus dollars earned will be paid to employees on or before March 15.

APPENDIX F

MEMORANDUM OF UNDERSTANDING REGARDING LACTATION CONSULTANT POSITION

This Memorandum of Understanding shall serve to outline the terms and conditions of employment for FLSA exempt positions that fall under the UFCW, Local 21 Collective Bargaining Agreement. Except where otherwise noted, this MOU shall not replace terms and conditions outlined in the current collective bargaining agreement between UFCW, Local 21 and Samaritan Healthcare.

1. Samaritan Healthcare has determined that the new Lactation Consultant position falls under the current collective bargaining agreement. Samaritan used the Fair Labor Standard Act as the test for determining exempt/non-exempt status for the purposes of computing overtime for this specific position.
2. The Lactation Consultant is considered to be exempt under the FLSA and thus shall be paid an annual salary. The annual salary shall be calculated by determining the hourly rate of pay (as determined by Acute Site RN Wage Scales of the current collective bargaining agreement) and multiplying that amount by the employees regularly scheduled hours (scheduled FTE).
3. The Lactation Consultant shall not be eligible to receive overtime, double-time, standby, reporting pay, shift differential, weekend premium, charge premium, lead premium, preceptor premium supervisor pay or call back as defined in the current collective bargaining agreement. In the event an employee, in the Lactation Consultant job classification works on a holiday, they shall receive holiday worked OT. Holidays are defined in section 11.1 of the collective bargaining agreement.
4. Section 5.6, Rest Between Shifts shall not apply to the Lactation Consultant.
5. Work schedules for the Lactation Consultants shall be determined by the Employer. Lactation Consultants will not be required to use the electronic time and attendance system to track the start and end of their shifts of work. However, Lactation Consultants will be required to track the use of PTO, EIB, Jury Duty, Bereavement, Military Leave and FMLA in the electronic time and attendance system.
6. Lactation Consultants are eligible to receive Certification Pay and participate in the Samaritan Healthcare Bonus Plan as outlined in the current collective bargaining agreement.
7. Lactation Consultants services that are covered by the current collective bargaining agreement shall be rotated equitably.
8. All other provisions of the collective bargaining agreement, not pertaining to wages, shall be in effect for job classifications classified as FLSA exempt.

APPENDIX G

MEMORANDUM OF UNDERSTANDING REGARDING CONDITIONAL AMENDMENT OF ARTICLE 2, SECTION 2.2

This memorandum of understanding is agreed upon between Samaritan Healthcare and United Food and Commercial Workers Union, Local 21 to address in advance the possibility that certain language in Article 2, Section 2.2 might be determined to be unlawful, and to provide for specific replacement language that will be automatically implemented in that event, in lieu of bargaining.

Article 2, Section 2.2 contains a clause which begins “When filed with the Employer, the Authorization Form will be honored in accordance with its terms, unless a nurse requests that the Employer stop deducting dues, in which case the Employer will notify the Union and will honor the nurse’s request . . .” and then continues with the following language that is the subject of this MOU:

. . . except as otherwise specified in this Section 2.2. If the Union notifies the Employer that the nurse has agreed in an Authorization Form signed after June 27, 2018 to authorize the deduction of dues for a fixed period of time, not to exceed one year or the expiration of this Agreement (whichever occurs first), and if the Union provides a copy of the Authorization Form upon the Employer’s request, the Employer will then continue deducting dues from that nurse’s pay for the remainder of that fixed period of time, at which point the Employer will then automatically stop deducting dues. The Employer shall not be required to honor any agreement by a nurse to the automatic extension or renewal of an authorization to deduct dues for a fixed period of time after the nurse has requested that the Employer stop deducting dues.

If all or any part of the language that is the subject of this MOU as stated in the block quotation above is determined by the courts or proper government agencies to be in contradiction to any state or federal law, that language shall be stricken from the contract and the remainder of Article 2, Section 2.2 shall remain intact and in full force and effect. Such a determination will not create any duty for the Employer or the Union to bargain over replacing this language, over Article 2, Section 2.2, or over any other term of the contract, whether under Article 19 or any other bargaining obligation.

APPENDIX H

MEMORANDUM OF UNDERSTANDING RATIFICATION BONUS

Upon ratification by the employee members of this bargaining unit and the signing by the Employer and the President of the Union of this Agreement, all employees employed on the date of ratification shall be eligible for a one-time payment as follows: full-time employees (defined for purposes of this MOU as a .9 or greater FTE status) are eligible for a three hundred dollar (\$300) payment, part-time employees (defined for purposes of this MOU as less than a .9 FTE status) are eligible for a two hundred dollar (\$200) payment, and per diem employees are eligible for a one hundred dollar (\$100) payment. All amounts are less legal taxes and withholdings. Such payment will be made to employees the next full pay period after ratification and signing of this Agreement.

This Ratification Bonus is contingent upon ratification by the bargaining unit of this Agreement before February 27, 2019.

APPENDICES


1. APPENDIX A - MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TEN (10) HOUR SHIFTS
2. APPENDIX B - MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TWELVE HOUR SHIFTS
3. APPENDIX C - EIGHT (8) AND TWELVE (12) HOUR COMBINATION SHIFT
4. APPENDIX D - OPEN SHIFT SCHEDULING
5. APPENDIX E - BONUS PLAN
6. APPENDIX F - MEMORANDUM OF UNDERSTANDING REGARDING LACTATION CONSULTANT POSITION
7. APPENDIX G - MEMORANDUM OF UNDERSTANDING REGARDING CONDITIONAL AMENDMENT OF ARTICLE 2, SECTION 2.2
8. APPENDIX H - MEMORANDUM OF UNDERSTANDING RATIFICATION BONUS

SAMARITAN HEALTHCARE

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 21




Theresa Sullivan CEO



Faye Guenther, President

6/10/19

Date



Matt Wood, Union Representative
4/19/19

Date

**Letter of Understanding
Between Samaritan Healthcare
And
United Food and Commercial Workers, Local 21**


This letter of understanding is effective between the parties for the term of the 2019-2021 collective bargaining agreement, expiring of its own accord on December 31, 2021. This letter of understanding serves to document an understanding between the parties with respect to Section 18.2 of the collective bargaining agreement. In Section 18.2, under Step 1 of the grievance procedure set forth therein, if prior to the expiration of the fourteen (14) day time limit for initially presenting a grievance in writing to the grievant's immediate supervisor, the Union requests an extension of that required filing deadline of up to sixteen (16) days due to the Union's need to further investigate a potential grievance, that request for extension will not be unreasonably denied by the Employer.

If the Employer requests a similar extension of its deadline for responding to the initial grievance under Step 1 of the Section 18.2 grievance procedure for similar reasons, the Union will not unreasonably deny such request.

Nothing in this letter of understanding will limit the parties' ability under Section 18.1.1 to mutually agree to extend grievance process time limits.

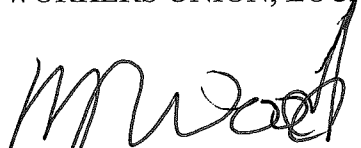
Dated: 4/10/19

SAMARITAN HEALTHCARE


Julie Weisenburg
Chief Human Resources Officer

Dated: 4/19/19

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21


Matt Wood
Negotiator

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 46,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your
rights:**

www.ufcw21.org

*Our mission: building a powerful Union that fights for economic,
political and social justice in our workplaces and in our communities.*

VISIT UFCW21.ORG:

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER
RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

UFCW 21

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

**Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438
Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

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Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979
Spokane: 2805 N Market Street, Spokane, WA 99207, Phone 509-340-7369, Fax 509-624-1188**