

Agreement between
SEIU Healthcare 1199NW & Multicare Yakima
Memorial Hospital

**Multicare Yakima Memorial
Hospital
2024-2026 Contract
RNs Bargaining Unit**



SEIUHealthcare®
United for Quality Care

EMPLOYMENT AGREEMENT

By and Between

MULTICARE YAKIMA MEMORIAL HOSPITAL

and

SEIU HEALTHCARE 1199NW (Staff Nurses)

March 15, 2024 – January 1, 2026

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This Agreement is between MultiCare Yakima Memorial Hospital (the “Hospital”) and SEIU Healthcare 1199NW (the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

The Hospital recognizes SEIU Healthcare 1199NW as the sole and exclusive representative of all Registered Nurses employed in the Hospital as Staff Nurses and excluding Assistant Nurse Managers, Nurse Managers, and Supervisors.

ARTICLE 2 - MEMBERSHIP

2.1 Membership. All RNs covered by this agreement who are members of the Union in good standing on the effective date of this agreement, or who become members of the Union in good standing during the term of this agreement, shall remain members of the Union during the term of this agreement.

Any RN who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail with a copy to the Human Resources Department within the last thirty (30) days prior to the expiration date of this agreement.

2.2 Current Address. Nurses will keep the Hospital informed of any changes in address or phone number. Effective when Workday goes live, employee must update their information in the Employee Resource Center.

2.3 Rosters. Monthly, the Hospital shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, addresses, telephone numbers, employee identification numbers, hire dates, job classification, shift, FTE status, and hourly rates for pay for each employee. This list shall be emailed in Microsoft Excel or transmitted in another mutually agreeable format.

Each month, the Hospital shall also send a list of new hires and their addresses and a list of all employees who have terminated their employment during the previous month.

2.4 Dues Deduction. During the term of this Agreement and after receipt of a voluntarily signed check off authorization form dated and executed by an employee, MYMH shall deduct dues or agency fees from the pay of such employee, until such check off authorization is revoked by the employee in accordance with the terms thereof and applicable law. The amount deducted and a roster of all employees using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to such deductions.

Deductions will be made pursuant to this Article in accordance with applicable law governing priorities between deductions required by law and voluntary employee deductions.

The Union agrees to refund amounts remitted in error, upon evidence of error. MYMH agrees to rectify errors in deducting dues or fees or remittance of aggregate dues or fees, upon presentation of evidence of error.

The Union will indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any action taken by the Hospital pursuant to this Article.

2.5 Voluntary Political Action Fund Deduction. During the term of this agreement, the Hospital shall deduct the sum specified from the pay of each member of the Union who voluntarily executes an SEIU COPE political action contribution wage authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the nurse. The amount deducted and a roster of all nurses using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of voluntary political action contributions hereby indemnifies and holds the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. The Hospital and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Hospital's costs of administering this check-off. Accordingly, the parties agree that the Hospital will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties' Collective Bargaining Agreement to reimburse the Hospital for its reasonable costs of administering the check-off.

ARTICLE 3 - DEFINITIONS

3.1 Staff Nurse. A registered nurse, employed by the Hospital, who is responsible for the direct and/or indirect nursing care of the patient.

3.2 Assistant Nurse Manager ("ANM"). A registered nurse who is responsible for assisting the Nurse Manager or Supervisor for the direct and/or indirect nursing care of patients within a unit and who has been assigned this responsibility by the Chief Nursing Officer ("CNO") or CNO's designee. All ANM positions are outside of the bargaining unit.

3.3 Charge Assignment. A charge nurse is a nurse who has been assigned by the Hospital to be responsible on a shift for coordinating staffing and/or patient care. Nurses temporarily assigned by the Department manager or designee to be a charge nurse will receive the charge premium for all hours worked in this assignment. Permanent charge positions will be posted within the applicable department.

3.4 Preceptor. Preceptors assist in the instruction and evaluation of senior nursing leadership practicum students and all registered nurses and LPN's entering a new unit/department and/or nursing role/responsibility. Preceptors also attend and actively participate in preceptor trainings and activities related to preceptor role development and/or are assigned by the Employer to this role. The nurse, when assigned to the preceptor role, will receive the differential set forth in Article 8.6.

3.5 New Classification. The Hospital may establish new classifications as needed, after first notifying the union in advance of the proposed classification and the rate of pay. The Union may request discussion of the proposed classification and rate of pay. Any disputes shall be subject to the grievance and arbitration procedure.

ARTICLE 4 - EMPLOYMENT PRACTICES

4.1 Employment Status. Employment status of nurses shall be determined as follows:

a. Probationary status is held by all nurses for the first three (3) consecutive months of employment, unless extended by mutual agreement of the employee and Hospital. A probationary employee may be terminated without cause and without recourse to the grievance procedure.

Post Workday go live:

Probationary Staff Nurse. The probationary period for a newly hired registered nurse shall be at least ninety (90) calendar days from the first day of work or orientation. If a particular unit maintains a uniformly-applied extended orientation period which exceeds ninety (90) days, the probationary period shall automatically be extended to the end of the extended orientation period. Any absence of longer than one (1) week will automatically extend the probationary period by the length of the absence. This probationary period also may be extended at MYMH 's discretion for up to ninety (90) days by written notice to the employee sent before the expiration of the initial probationary period. During the probationary period, whether the initial period or any extension, employees may be discharged for any reason and without notice, and such discharge shall not be subject to the grievance and arbitration procedure. Probationary employees shall not be required to give fourteen (14) days' notice of termination. Upon successful completion of the probationary period, an employee's seniority date will be retroactive to the employee's date of hire.

b. Regular status is held by full-time, part-time and occasional nurses after three (3) months' employment unless the probationary period is extended by mutual agreement of the employee and Hospital.

Post Workday go live, this definition is no longer needed.

c. Full-time status is held by all nurses regularly scheduled to work forty (40) hours per seven (7) day work period or eighty (80) hours per fourteen (14) day work period.

Post Workday go live, the following definition applies:

Regular Full-Time Staff Nurse. A registered nurse who is not in a temporary, agency, contracted traveler, unit based supplemental, general supplemental, or probationary status or position, and who is in a position which has budgeted/approved hours of seventy-two (72) or more in a fourteen (14) day pay period.

d. Part-time status is held by all nurses regularly scheduled to work at least twenty (20) hours per seven (7) day period or at least forty (40) hours per fourteen (14) day period. All part-time nurses shall be compensated on the same basis as full-time nurses, except that benefits shall be reduced in proportion to the reduced work week which they work (except compassionate leave).

Post Workday go live, the following definition apply:

Regular Part-Time Staff Nurse. A registered nurse who is not in a temporary, agency, contracted traveler, unit based supplemental, general supplemental, or probationary status, and who is in a position which has budgeted/approved hours between eight (8) and fewer than seventy-two (72) in a fourteen (14) day pay period. (Employees with less than forty (40) budgeted/approved hours per pay period are not eligible for benefits unless so specified).

A regular part-time registered nurse with approved hours between eight (8) and fewer than seventy-two (72) per fourteen (14) day pay period may elect to receive a premium of twelve percent (12%) above their base rate of pay (“per diem premium”) in lieu of paid sick and PTO leave. Election of the per diem premium may occur at date of hire, upon a change from full-time to part-time status or during open enrollment. Employees who have elected the per diem premium are entitled to unpaid PTO time, which will be accrued, tracked and scheduled in the same manner as paid PTO is accrued, tracked and scheduled for regular employees.

Regular part-time registered nurses who have accumulated, unused paid PTO and personal leave when they elect to receive the per diem premium shall be entitled to use such paid leave until it is exhausted, in accordance with applicable MYMH policies and procedures. Any balance of accumulated, unused sick leave will be frozen and unavailable to the employee until the employee’s status changes to regular full-time or regular part-time without the per diem election.

e. Occasional status is held by all nurses who regularly work less than twenty (20) hours per seven (7) day period or forty (40) hours in a fourteen (14) day period. Occasional status will end when the transition to Workday goes live.

f. Available status is held by all nurses who do not work definitely scheduled hours, but make themselves available for work when needed. Shift differential, standby and callback pay, worked holiday and weekend premiums, and degree/certification pay shall apply. All educational and employment requirements must be met to maintain available status. No benefits or job-bidding seniority shall accrue. Available status nurses must work a minimum of thirty six (36) hours in each rolling three (3) month period in addition to the hours needed to maintain available status. Available status will end when the transition to Workday goes live.

g. Per diem status is held by all nurses who do not work definitely scheduled hours, but make themselves available for work when needed, including more than one (1) shift (days, evenings or nights), and at least two (2) holidays per calendar year and one (1) out of four (4) consecutive weekends. Regular status nurses reclassified to per diem status shall retain their prior step level for pay purposes plus a fifteen percent (15%) premium above the base rate of pay in lieu of all benefits except shift differential, standby and callback pay, worked holiday and weekend premiums, and degree/certification pay. Job-bidding seniority shall not accrue. Step increases shall occur based on Article 7.3. Per diem nurses who return to regular full-time or part-time status within twelve (12) months shall have their seniority and accrual rates reinstated. Nurses who change to per diem from full-time or part-time status shall have the option of whether to retain accrued sick leave or receive a termination pay-out (Section 11.6) during the twelve (12) month period.

Post Workday go live, the following applies:

Unit Based Supplemental Employee (replaces per diem). An employee who has no regularly scheduled hours and has signed a Unit Based Supplemental Employee Agreement. Unit based supplemental employees are utilized to cover the staffing needs of a specific unit. Each unit based committee, shall determine guidelines for how unit based supplementals will be used to cover the staffing needs (For example, supplementals may work in excess of the minimum requirements and may take call). The Employer retains the discretion to modify the guidelines to meet the needs of the unit. The Employer will meet with the unit based committee and discuss alternatives. Unit based supplemental employees must be available at least two (2) open shifts per month, including night, evening, and weekend shifts, and must be available to cover two (2) of the holidays identified in Article 9 of this Agreement. MYMH may schedule unit based supplemental employees to cover shifts for reasons such as census fluctuations, vacations, extended ill periods, and other leaves of absence of employees. Unit based supplemental employees are not eligible for benefits unless so specified.

Unit based supplemental employees receive a premium of sixteen percent (16%) above their base rate in lieu of all benefits. Unit based supplemental employees are eligible for premium pay and differentials as specified in this Agreement.

Unit based supplemental employees must complete a Unit Based Supplemental Employee Agreement. A copy of the Unit Based Supplemental Employee Agreement will be maintained in the employee's personnel file. Unit based supplemental employees must abide by the requirements of the Agreement they sign in order to remain in employment with MYMH. MYMH retains the right to alter these standard agreements, in its discretion, based on patient care and unit needs, in accordance with this Agreement.

Unit based supplemental employees also must complete an "Available to Work" Calendar in accordance with applicable MYMH policy.

An employee whose status changes from regular to unit based supplemental will be cashed out of accumulated balance of PTO, up to the maximum allowed pursuant to this Agreement, unless the employee requests otherwise, and MYMH agrees, in its discretion. Sick leave balances will be frozen and not used except in such case where the unit based supplemental

employee is pre-scheduled to work at least one week in advance and he/she experiences a sick leave qualifying event. In such case, sick leave hours may be used for the scheduled shifts not worked.

General Supplemental Employee (replaces occasional and available).

An employee who has no guaranteed or regularly scheduled hours and has signed a General Supplemental Employee Agreement. General supplemental employees are hired to cover staffing needs of specific Clinical Groups and must meet clinical requirements established by MYMH for each group. General supplemental employees must be available at least two (2) ~~four~~ (4) open shifts per month, including night, evening, and weekend shifts. General supplemental employees will be scheduled to cover shifts for reasons such as census fluctuations and sick calls. General supplemental employees are not eligible for benefits unless so specified.

h. Resident Nurse. A nurse whose acute care clinical experience post-graduation is less than twelve (12) months and who is currently in an RN Resident position. For resident nurses only, the probationary period is the initial residency period plus ninety (90) calendar days, but under no circumstance will the probationary period be longer than 12 months. The probationary period may be extended in writing by mutual agreement for up to an additional ninety (90) day period.

4.2 Resignation in Good Standing. Employees who wish to resign employment must obtain an Employment Separation Packet in the Human Resources Office and follow the procedures designated by that office. Employees wishing to resign employment in good standing are expected to give as much advance notice as possible and at least fourteen (14) days' written notice. Failure to give notice shall result in the employee not being considered as having terminated in good standing. The Employer will give consideration to situations that would make such notice by the employee impossible. Unless the employee is on a bona fide leave of absence at the time of notice, or has a documented illness, he/she must work all scheduled shifts during the notice period or shall be considered as not having terminated in good standing.

4.3 Notice of Termination. At least two (2) weeks' written notice of termination of employment, or pay in lieu thereof, shall be given a regular nurse by the Hospital, plus any accrued holiday and vacation benefits. However, this section shall not apply to any nurse who is discharged for intentional misconduct.

4.4 Discharge/Discipline.

a. Just Cause. No non-probationary employee shall be disciplined or discharged without just cause. A non-probationary employee who feels he/she has been disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure. Verbal coaching or counseling (as distinct from a written progressive guidance), and review of performance expectations or evaluations shall not constitute discipline, and therefore shall not be subject to the grievance procedure. Failure to improve performance following any of these actions, however, may lead to discipline, up to and including discharge.

b. Progressive Discipline. The parties agree that discipline generally should be progressive in nature, according to the following pattern: written warning, serious warning,

final warning and discharge. The parties agree that the particular discipline given will depend on the seriousness of the offense, and that an employee may be discharged for a first offense if the type of the offense so warrants. Written warnings shall expire after two (2) years for the purpose of determining any future progressive discipline. Such discipline, however, shall remain in the employee's personnel file. In addition, the Employer shall have the right to disregard the forgoing expiration period where an employee has demonstrated a recurring pattern in the progressive disciplinary process.

c. Union Representation. An employee may request the attendance of a Union representative during any investigatory meeting which they reasonably believe may lead to disciplinary action.

d. Copies of Written Discipline. Employees will be provided a copy of any written discipline, and shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Employees shall have the opportunity to provide a written response to any disciplinary action to be included in the personnel file.

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

f. Low Census. The Hospital shall, within the Hospital unit, endeavor to implement low census as follows:

- i. Outside agency nurses
- ii. Overtime (not due to callback), whenever possible
- iii. Volunteers. Nurses who are scheduled to work but volunteer to be released from duty due to low census shall continue to receive medical and dental coverage.
- iv. Available nurse
- v. Per diem nurses
- vi. Return to authorized hours
- vii. Occasional nurses
- viii. Regular nurses rotated equitably as long as the required skill levels and operational requirements of the Hospital are met, beginning with the least senior nurse in the unit. A traveling nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census.

Low census hours taken shall be considered hours paid for the accrual of all benefits and seniority. Prior to assigning low census hours, the Hospital may assign the nurse to skill development, planned cross-training consistent with organization and patient care needs as determined by the Hospital, or other nursing related duties within the Hospital for which the nurse is qualified. To maintain equitable rotation, nurses may choose to work other than their regularly-scheduled shift. A nurse who is required to take low census shall have the opportunity to state to the nurse's supervisor that he/she wishes to work that day. That supervisor shall attempt to locate work in the Hospital that the nurse is able to perform subject to 4.13. Consideration for such temporary reassignment shall be given to nurses who, in the Hospital's judgment, are more affected by low census. If a nurse is required to take low census, the nurse will be excused for the entire scheduled shift unless mutually agreed to a voluntary standby assignment. A nurse may use accrued holiday and vacation leave during low census.

Any nurse who volunteers to be on standby for a regularly scheduled shift shall receive standby pay for the entire shift. If called backed in they shall receive call back pay.

Any nurse who volunteers for standby for a portion of their regularly scheduled shift will be paid standby pay for all hours on standby. If called in during this standby period the nurse shall be paid at the callback rate. Once the standby period ends the nurse shall be paid the appropriate rate of pay for the rest of the scheduled shift.

Any nurse who volunteers for low census will be released until their agreed upon start time/end time.

Post Workday go live, the following language replaces the above:

g. Low Census Rotation. When low service volume requires adjustment in nurse staffing, such adjustment may be made by floating nurses to available assignments for which they are qualified. If there are no such opportunities available, nurses may be low censused under the following guidelines. Low census and on-call will be assigned within a department or job code in the following descending order of priority:

- i. Volunteers. Employees who are scheduled to work but volunteer to be released from duty due to low census. PTO or low census without pay may be used.
- ii. Agency nurses.
- iii. Nurses working overtime hours (not due to callback or incentive shift) whenever possible.
- iv. General supplemental nurses.
- v. Unit based supplemental nurses working beyond their required shifts.
- vi. Nurses working above their approved hours.

- vii. Unit based supplemental nurses working at or below their required shifts.
- viii. Contracted traveling nurses.
- ix. Regular full-time and regular part-time nurses who have floated from another unit.
- x. Regular full-time and regular part-time nurses.

Low census shall be rotated in accordance with applicable MYMH policies and procedures. MYMH will endeavor to rotate low census equitably among all employees within a department/unit, providing skills, competence, ability and availability are considered substantially equal as determined by MYMH.

MYMH may assign low census on a partial or full-shift basis, in its discretion. Employees assigned a partial shift low census after reporting to work shall be entitled to pay for time worked, or two (2) hours of pay at their base rate, whichever is greater.

In administering low census, MYMH will maintain a skill level mix appropriate to the remaining patient requirements. Employees may elect to use accumulated, unused PTO or paid personal leave to be compensated for hours lost due to the low census assignment.

A regular nurse taking voluntary or mandatory low census shall not have his/her PTO and sick leave accrual rates reduced as a result of being low censused, and shall have the option of using accrued PTO.

A nurse who is low-censused and desires additional hours to get up to the employee's approved hours shall notify the employee's Department Manager in writing.

Nurses in orientation will take low census only when deemed appropriate by management, in its discretion.

4.5 Report Pay. Nurses assigned a mandatory low census shall be notified a minimum of two (2) hours in advance of the employee's scheduled shift. In the event such notice is not given, the affected nurse shall receive two (2) hours of inconvenience pay at the nurse's base rate of pay. Should MYMH make a bona fide and documented attempt to notify the nurse of a mandatory low census two (2) hours in advance but be unsuccessful in doing so, this pay provision shall not apply. It shall be the nurse's responsibility to maintain a current telephone number listed with the nurse's department. A nurse's failure to do so shall excuse MYMH from the notification requirement provided herein.

4.6 Low Census On-Call and On-Call Pay. An employee who is mandatorily low censused may be placed on-call by the Employer, if the employee agrees. In seeking volunteers for low census, the Employer may consider whether the employee is willing to be placed on-call. If the employee is not willing to be placed on-call, and the Employer needs an employee on-call, the Employer may decline to accept the volunteer and may move on in the low census procedure outlined above. An employee placed on low census on-call shall remain on-call, and be paid the

applicable on-call rate, for two (2) hours, unless informed at the time he/she is placed on-call that the on-call will continue for longer than two (2) hours, in which case the employee shall be paid the applicable on-call rate until removed from on-call, or until the end of the employee's regularly-scheduled shift, whichever occurs first. This article does not apply to general supplemental employees.

4.7 Low Census Callback Pay. A nurse who is scheduled to work a shift and is placed on low census on-call, and thereafter is called back in to work, shall be paid at time-and-a-half the nurse's base rate for all work performed as part of the callback. If, after being placed on low census on-call, the nurse asks to be placed on a list for availability to work in an agreed upon department(s) and is assigned to work in another department, the nurse will not be paid time-and-a-half but float pay will apply in accordance with Article 8.10. Such employees may not be required to work beyond the end of their regular shift. The time-and-a-half rate shall not apply to employees issued a delayed start low census, but not placed on call. This article does not apply to general supplemental employees.

4.8 Temporarily-Reduced Schedules. Full-time and part-time nurses who agree to work temporarily-reduced schedules at the request of the Hospital shall not lose any benefits to which their authorized status otherwise entitled them, provided the reduced time does not exceed thirty (30) days in one (1) year. Where the reduction exceeds thirty (30) days in one (1) year, the nurse's FTE status shall be changed.

4.9 Posting Positions. The Hospital shall post any new and vacant nurse positions, FTE's, or any portion of an FTE on the intranet for not less than five (5) calendar days. New positions will not be posted on the weekends. A temporary position (one which the chief nursing executive expects to exist for less than ninety (90) days need not be posted). The Hospital shall not fill the position for the first five (5) calendar days of the posting unless circumstances require immediate replacement. A nurse may apply at the time of posting. The nurse will be notified when the position has been filled. Whenever a job opening occurs in the bargaining unit, the Hospital will give preference to currently employed nurses, provided their skill, competency, and ability to perform the position are equal with those of the other applicant as determined by the chief nursing executive based upon documented performance standards, evaluations, and qualifications. When filling a position with currently employed nurses, their skill, competency, and ability to perform the position as determined by the chief nursing executive, will be controlling; when such skill, competency, and ability is equal, the more senior nurse will get the position. At the Hospital's discretion, a nurse's request for transfer to a new position may be denied if the nurse's current position has been held for less than one (1) year.

Effective when Workday goes live, the posting period will become seven (7) calendar days.

4.10 Personnel File. All nurses shall have access to see their personnel files by appointment with Human Resources.

4.11 Contract. The Union shall make available a copy of this Agreement to each newly-hired registered nurse in the bargaining unit within the first week of employment/orientation.

4.12 Performance Evaluations. An evaluation program should be considered as a step in bringing about, as well as determining, progress in achieving personal and professional growth and development, resulting in better patient care. Nurses will be given written performance evaluations at the end of their probationary period and annually thereafter. The nurse will be given a copy of the evaluation. The nurse may make additions to or comment on the performance evaluation, in writing, and have this attached as a permanent part of the evaluation record. Nurses will receive their annual salary increases independent of whether they have received their annual evaluations.

4.13 Personnel Action Forms. Electronic Personnel Action Forms, to which a nurse will have access, will be used to specify changes in employment status until the go live of Workday.

4.14 Float. Except in emergencies, nurses will only be required to float to those areas within the Hospital where they have received orientation necessary to perform assigned tasks. When required to float, nurses will not be required to perform nursing tasks or procedures for which they have not been trained. When there is a need for additional staff outside of the core staff on a unit/nursing area and there are available float pool nurses, they will be utilized first. Orientation to perform the assigned tasks will be provided via a unit-specific one page sheet developed by each unit's educator and approved by the Nurse Manager. Where additional orientation is required, a plan will be developed by the Nurse Manager. Should the Nursing Supervisor or designee determine that there is an emergency need for staff in an area outside of his/her core a staff nurse may be floated to that area to provide care at the level/role he/she can perform based on knowledge, skill sets, or orientation and the skill set of the role required at that time. The staff nurse who is floated to an area outside of his/her core will complete an evaluation of the float experience on that shift, to be forwarded to the Nurse Staffing and Practice Committee. Data from these evaluations will be consolidated for interpretation, and findings will be shared and changes for improvement shall be implemented as needed. Should any staff nurse have concerns about the assignment or a task that he/she is asked to do when floating the Nurse will discuss and attempt to resolve concerns with the Charge Nurse, Nurse Manager, or Nursing Supervisor. Management and the Union encourage nurses to meet new challenges and gain new knowledge.

4.15 No Floating. Any nurse who has 20 years of experience with the hospital will not be required to float outside of the nurses unit.

4.16 Job Transfer. Nurses receiving transfer to new positions will be assured that position as soon as practical. Should a delay arise, the nurse will receive written explanation.

4.17 Orientation. The orienting nurse will be assigned to work with other experienced registered nurses in order to facilitate the learning of needed skills and the organization of the nursing unit. A Skills Check List specific to each unit will be used to indicate past experiences and present needs for the orienting nurse. The Nurse Manager or Supervisor will make a good faith effort to adjust assignments based on the documented skills level attained or needed.

ARTICLE 5 - SENIORITY - LAYOFF - RECALL

5.1 Seniority Defined. Seniority is determined based upon hours paid (excluding overtime) since most recent date of hire as a registered nurse. Seniority records shall be available for the nurse's inspection at the Human Resources Department. Seniority shall not apply to a nurse until completion of the required probationary period, whereupon seniority rights shall be retroactive to the employment date. Nurses shall only lose their seniority rights for one of the following reasons:

- a. Voluntary termination.
- b. Discharge for proper cause.
- c. Failure to report from layoff within five (5) days after receiving notification to return to work (subject to Section 5.7)
- d. Failure to keep the Hospital informed of current address, telephone number and the nurse's continued interest in employment while on layoff. (Section 5.X)
- e. Layoff for more than twelve (12) months.
- f. Absence due to occupational sickness or injury at work for more than twelve (12) months, after using accrued sick leave and/or vacation; this time may be extended by mutual agreement.
- g. Absence due to other sickness or injury for more than six (6) months, after using accrued sick leave and/or vacation; this time may be extended by mutual agreement.
- h. A bargaining unit nurse who moves into a non-bargaining unit position (i.e. ANM, nurse manager) will cease to accrue seniority. If he or she returns to a bargaining unit position, their seniority will be restored.

Following Workday go live, the following definition of seniority applies:

5.2 Seniority Defined. Seniority shall be based on the nurse's continuous length of service as a registered nurse from most recent date of hire as a regular full-time or part-time nurse working at Memorial Hospital. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire.

5.3 Comparing Seniority. Where seniority dates of nurses are the same, the Hospital will look at data available in the Hospital system. The employee with the most hours worked will be the most senior. The employee with the lesser hours may request an audit of hour worked if they dispute the determination.

a. Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, accepting permanent employment with another hospital, refusal to accept a comparable job opening (same shift and

FTE) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

Unit based supplemental employees shall accrue seniority in the same manner as regular full-time or regular part-time employees, however seniority of unit based supplemental employees will not apply for purposes of layoff.

An employee who returns to MYMH from the recall list following a layoff no later than eighteen (18) months following layoff shall have their prior accrued seniority restored.

A bargaining unit nurse who moves into a non-bargaining unit position (*i.e.* ANM, nurse manager) will cease to accrue seniority. If he or she returns to a bargaining unit position, their seniority will be restored.

5.4 Layoff Notice. Prior to the announcement or notice of layoff to the nurse(s), the Hospital shall notify the Union of the layoff. Thirty (30) days' advance notice of layoff (or pay in lieu thereof) will be given to nurses subject to layoff, except for unforeseeable conditions beyond the Hospital's control. For layoff purposes, the cutoff date for determining seniority shall be the end of the pay period immediately before the announcement of layoff. Upon request, the parties will meet for the purpose of discussing the layoff.

5.4.1 Roster. If a layoff is announced, a current seniority roster will be available at the Human Resources Department with a copy immediately provided to the Union, together with a listing of any vacant positions.

5.4.2 Options Before Layoff. Prior to an involuntary layoff, all nurses in the bargaining unit shall be offered the following options:

- a. Voluntary leave of absence
- b. Voluntary layoff

5.4.3 Vacancies. If a vacancy occurs after the layoff announcement, the vacancy will first be open only to regular nurses on the unit where the vacancy exists, and it will be awarded on the basis of seniority. Any subsequent vacancies within the unit will be available first to the nurses currently on that unit. If a vacancy exists after having been open only to nurses currently on that unit, then the vacancy will be open only to regular nurses who are directly affected by the layoff. If the vacancy still exists, then it will be open to nurses housewide in accordance with regular posting procedures.

5.5 Layoff. A layoff is a permanent or prolonged reduction in the number of full-time and/or part-time nurses employed by the Hospital excluding reductions by attrition. If a unit layoff is determined by the Hospital to be necessary, nurses will first be designated for layoff on the shift in the unit affected by the reduction with the least senior nurse(s) on the shift being designated for layoff. The nurse(s) designated for layoff on that shift may as an alternative to accepting the layoff:

- a. take a vacant position on the unit,

- b. take the position of the least senior nurse(s) on that unit,
- c. apply for a vacant position on another unit or service (with retraining opportunities),
- d. take the position of the least senior nurse in the bargaining unit (with retraining opportunities pursuant to Section 5.5) provided the nurse is or would become qualified as determined by the Hospital, based upon established criteria.

5.5.2 Multiple Layoffs. If there are multiple layoffs within a unit, a pool of the least senior nurses on that unit will be created equal to the number of nurses on the unit who are designated for layoff. In order of seniority, nurses designated for layoff with more seniority may choose to displace any position within that unit's pool of least senior nurses.

A pool of the least senior nurses house wide will also be created equal to the number of nurses house wide who are designated for layoff. In order of seniority, nurses designated for layoff with more seniority may choose to displace any position in the house wide pool of least senior nurses, provided the nurse is or would (with retraining opportunities pursuant to Section 5.5) become qualified as determined by the Hospital, based upon established criteria. Any nurse displaced from this pool shall be subject to immediate layoff (with reinstatement rights) without further options.

5.5.3 Severance Benefits. To be eligible for severance benefits, an employee must be a regular employee and must meet the following conditions:

- a. Have worked a minimum of 416 hours for the immediately preceding twelve (12) months;
- b. Have voluntarily terminated employment under the provisions of Article 5, or volunteered for layoff; and
- c. Have not been offered a comparable job. A comparable job is defined as a regular position within the same job classification in the bargaining unit with less than a ten (10%) difference (plus or minus) in wages and budgeted/approved hours.

An employee who satisfies the foregoing conditions shall receive the severance benefits specified below.

5.5.4 Lump Sum Payment. A one-time payment of severance and benefits consideration will be made to eligible employees. This payment does not include "in lieu of notice" pay and is in addition to cash payments for unused, accumulated PTO or regular wages earned due at the time of termination.

Lump Sum Payment & Benefit Schedule

Years of Service	Weeks of Pay	Months of Benefits Consideration
0 – 2	2	2
3	3	2
4	4	2
5	5	2
6	6	2
7	7	2
8	8	2
9	9	2
10	10	3
11 – 15	12	3
16 – 20	13	3
21+	14	4

The severance benefit for eligible regular full-time and regular part-time employees shall be pro-rated based on their budgeted/approved hours.

Benefits consideration will be based on benefit premiums by the Employer for the employee and dependents (if covered at the time of layoff) and will include medical, dental and vision. No benefit accruals or retirement credits are incurred during the period.

Payments are based upon an employee’s base rate.

5.5.5 Unit Closure. If a unit is permanently closed, this closure shall be regarded as a “unit layoff” and the above procedure shall be utilized.

5.6 Department/Unit Restructure. Unit merger and/or restructure shall be defined as the combining or division of separate units or departments, a change in a department that affects FTE, pay, shift or schedule change of more than two hours and/or impacting more than two people. The Employer will notify the Union of proposals to merge or restructure units prior to making a final decision, and shall, upon request of the Union, meet to address concerns and consider any alternatives proposed by the Union. The Employer will provide the Union with at least fourteen (14) days advance notice prior to a unit merger or significant restructure. During this fourteen (14) day period, the Employer and the Union will meet to discuss the changes. Employees within a classification may bid for the same shifts/same hours they had prior to the restructuring, based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If through this bid process an employee is unable to retain the same shift/same hours he/she had prior to the restructuring, he/she may bump to other shifts within the employee’s classification based on seniority, providing skill, competence and ability are considered substantially equal in the opinion or the Employer. If an employee is not assigned a position on the new or restructured department or unit, the employee shall be considered to be laid off and shall have the options identified in Article 5.

Prior to any bid, the Employer shall provide the Union and affected employees with at least two (2) weeks advance notice in writing. In addition, the Employer shall, at least one (1) week prior to the bid, make available to the Union and affected employees a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, work schedule, and primary assigned work area (applies to housekeeping only).

For the first three (3) months after a restructure, if the employer needs to alter the schedule in a way that affects less than two hours and/or impacts less than two people, the employer will notify the union prior to making a final decision and shall, upon request of the union, meet to address concerns and consider any alternatives proposed by the union.

5.7 Training. A nurse subject to layoff will be considered eligible for a vacant position or to take the position of the least senior nurse in the bargaining unit if, in the Hospital's determination, based upon established criteria, the nurse could reasonably be expected to become competent and qualified to perform the required work with up to three (3) weeks training/orientation to a non-specialty unit or up to eight (8) weeks training/orientation to a specialty unit (including, without limitation, CCU, ER, NICU, Labor and Delivery, Telemetry, OR and PACU). If the nurse is not currently certified or currently enrolled in a required specialty course, the nurse will be laid off, but will be permitted to take such specialty training when it is next regularly offered by the Hospital or other sources approved by the Hospital. When the nurse satisfactorily completes the specialty course, such nurse will replace the least senior nurse in the specialty unit providing the nurse replaced has less seniority, and the nurse will be given up to eight (8) weeks of training/orientation to the specialty unit.

5.8 Temporary/Intermittent Work. If requested by the nurse, a nurse specifically designated for layoff may take scheduled temporary shifts throughout the Hospital on the basis of seniority, providing the nurse is qualified as determined by the Hospital, based upon established criteria, and the additional hours do not result in overtime or premium pay. If a nurse has been laid off, the nurse may notify the CCO or CCO's designee in writing of the nurse's interest in and specific availability for temporary/intermittent/per diem work. The nurse will identify those units the nurse is competent to work and the shifts and days of the week the nurse is available. The Hospital will make a good faith effort to provide as much work for the nurse as is practical in mutually agreed upon units subject to the nurse's availability and the ability of the Hospital to notify the nurse on a timely basis. Subject to these conditions, such laid off nurse will be given the opportunity to work in an approved unit ahead of other per diem, available, or occasional nurses.

5.9 Recall. Nurses who have been laid off shall be placed on a recall roster for a period of twelve (12) months from date of layoff. The nurses shall provide the Hospital with a written statement indicating the positions/units, shift and FTE the nurse is willing to return to upon recall. When a vacancy occurs, nurses will be recalled for positions for which they have indicated their interest and availability, by seniority, providing the nurse is qualified as determined by the Hospital, based upon established criteria. The Union shall be provided a copy of this recall roster. Upon recall to work, the nurse shall have all previously-accrued benefits and seniority restored. A nurse shall be removed from the roster only upon re-employment, refusal to accept a comparable position (same unit, shift and FTE) or after refusing three (3) non-comparable positions that the nurse had expressed interest in based upon the prior written

statement provided to the Hospital at the time of layoff, or after a period of twelve (12) months from date of layoff.

5.10 Notification to Hospital. Nurses on layoff must submit to the Hospital a written statement, by email, expressing a continuing interest in employment with the Hospital. These statements must be sent to the Hospital's Human Resources Department during the ten (10) day period following the initial layoff. If the nurse fails to meet this notification requirement by the specified dates, or if the nurse fails to keep the Hospital notified of a current mailing address and home telephone number, the nurse's name shall be eliminated from the recall list and the Hospital's recall commitments shall terminate.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

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

6.2 Standard Workday. The standard work day shall consist of a defined shift length such as eight (8), nine (9), ten (10), or twelve (12) consecutive hours of work with at least a thirty (30) minute unpaid meal break, in accordance with applicable law. A ten (10) minute rest period will be allowed as near to the middle of each four (4) hour half work day as is possible. Effective with the go live of Workday, a fifteen (15) minute rest period will be implemented in place of the ten (10) minute rest period. If the nurse cannot take a rest period or meal period, if required by law, the nurse will be paid at the rate established in the Overtime Article. The Hospital will not discipline nurses for accurately reporting missed meal periods or rest breaks. The Hospital reserves the right to address the reasons the meal periods or rest breaks have been missed. Following Workday Go Live – nine hour shifts will be discontinued.

6.3 Rest and Meal Periods. Following Workday go live, the Employer will continue to provide paid rest breaks and unpaid meal periods consistent with applicable state law. Employees will be provided an uninterrupted rest period of fifteen (15) minutes with pay as part of scheduled work hours for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the four (4) hour work period. Any interruptions to a rest period must be consistent with limitations and penalties under applicable state law.

6.4 Schedules. A schedule for two full pay periods (4 weeks) shall be posted by no later than four (4) weeks prior to the beginning of the first day of the schedule. No nurse shall be required to work in excess of six (6) consecutive days unless the individual nurse agrees otherwise. A posted schedule may be changed by mutual consent of a nurse and the Hospital.

6.5 Rest Between Shifts. The Hospital will endeavor to schedule nurses so that they have an unbroken rest period of at least twelve (12) hours between shifts, unless the change is by mutual agreement. All time worked within nine and one-half (9 1/2) hours and continuing until the completion of the shift shall be paid at time and one-half (1 1/2). Provided, however, that this Section 6.4 shall not apply to those instances where an employee reports for work two (2) hours or less in advance of the nurse's next regularly scheduled shift and the nurse has had at least nine and one-half (9 1/2) hours off duty prior to the nurse reporting for work. This rule shall apply whether the callback assignment is contiguous with the next scheduled shift or

whether the callback assignment is completed prior to the beginning of the next scheduled shift and a break in service occurs. This Section 6.4 shall apply if the nurse is called back to work more than two (2) hours prior to the beginning of the nurse's next regularly scheduled shift, and does not have a rest break interval of at least nine and one-half (9 1/2) hours off duty after completing the callback assignment and before the next scheduled shift.

This section does not apply to innovative shifts, except that in the first paragraph, the second sentence does apply.

Effective with go live of Workday, Rest Between Shifts.

6.6 Rest Between Shifts. In scheduling work assignments for eight hour shifts, the Employer will make a good faith effort to provide each employee with at least eleven (11) hours off duty between shifts. In the event that an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked during that second shift shall be compensated at one and one half (1 and one-half) times the regular rate of pay. This provision shall not apply to education, committee meetings, staff meetings (unless mandatory) or to any standby assignments, including low census standby. This provision applies to callback hours. The terms of this Article apply in its entirety to employees working ten (10) or twelve (12) hour work shift schedules with the exception that the Employer will make a good faith effort to provide each employee with at least (10) hours off duty between shifts and will provide the Rest Between Shift premium described in this Article for those who receive less than ten hours rest.

6.7 Weekends. The Hospital will continue its good faith effort to schedule all full-time and part-time nurses for two (2) out of four (4) continuous weekends off. If a nurse is not on call and is scheduled (per Section 6.3, Schedules) and works any part of the three (3) successive weekends, the nurse will be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate for all hours worked on the third (3rd) successive weekend. When a nurse works on an unscheduled weekend, all hours worked will be paid at time and one-half (1 1/2). This section does not apply those nurses who volunteer for more frequent weekend duty.

Effective with go live of Workday, the Hospital will continue its good faith effort to schedule full time and part time nurses every other weekend off. In the event an employee works two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. This section shall not apply to employees who request the trading of weekends, to employees who agree to work regularly recurring weekend positions (i.e. Saturday and/or Sunday). Premium pay provided for in this section shall not apply to time spent for educational purposes or to Per Diem employees.

6.8 Weekend Premium. A nurse working on a weekend shall be paid a premium in accordance with Article 8.5 for each hour worked on the weekend in addition to the nurse's regular rate of pay. Weekend premium will be paid on overtime hours worked. For purposes of

weekend premium pay, the weekend shall be defined for day and evening personnel as Saturday and Sunday; for night personnel the weekend shall be Friday and Saturday night.

Following Workday go live, the following language replaces the above:

a. Weekend Differential.

i. The weekend premium shall be Three Dollars and fifty cents (\$3.50) per hour. Weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. This section shall not apply to employees who voluntarily agree to more frequent weekend duty.

ii. An employee whose regularly scheduled shift is shortened due to low census, illness, or injury on the job, will be paid weekend differential for the hours worked as long as the scheduled shift would have qualified for weekend differential.

b. Shift Rotation. The Hospital will make a good faith effort to eliminate shift rotation. Shift rotation will be used only when there are no other reasonable alternatives. When shift rotation is used, volunteers will first be sought. Shift rotation shall be distributed among the staff as equitably as practical.

c. Overtime. Any time actually work before and/or after the standard workday shall be paid at the rate of time and one-half (1 1/2) of the regular rate of pay for the first four (4) hours, and at the rate of two (2) times the regular rate of pay for the remaining hours. Any time actually worked before and/or after the innovative workday shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay if less than sixteen (16) hours are worked. If sixteen (16) or more hours are worked, the innovative shift nurse will be paid two times (2x) the regular rate of pay for all hours worked over twelve (12) hours. Regular pay is the nurses hourly rate of pay, unless the nurse is entitled to FLSA overtime in which case the nurse will be paid in accordance with FLSA's requirements. Overtime pay shall begin as of the end of the scheduled workday and shall be calculated to the nearest fifteen (15) minutes. There shall be no pyramiding of overtime pay and/or premium pay paid at the rate of one and one-half (1 1/2) or double time (2x). Overtime is to be requested and approved by the nurse's supervisor or designee prior to the end of the scheduled shift whenever possible, but at any rate, within twenty-four (24) hours of the shift during which it was worked. Certain nurses who are in positions of patient care support and have needs for flexible workdays shall not be subject to overtime payments when exceeding the standard or innovative workday as a result of their patient care support duties; and such nurses will receive overtime when their patient care support duties cause them to exceed forty (40) worked hours within an individual week. Nurses within this latter classification shall initially include Assistant Nurse Managers, unit educators, trauma coordinator(s), nursing case managers within Clinical Resource Management and the hospitalist unit, and all nursing staff employed within the Performance Improvement, Wound Care/Diabetes, Water's Edge, North Star Lodge (with the exception of infusion nurses), and the Information Technology Departments. When nurses in the patient care support positions are scheduled for a direct patient care shift, hours worked over the scheduled shift will be paid daily

overtime. Other jobs may be added to this classification upon mutual agreement between the Hospital and the Union.

Effective when Workday goes live, overtime will be paid solely on actual hours worked as follows:

i. Overtime. Overtime compensation will be paid at one and one-half (1 ½) times the employee's regular straight-time rate of pay for all hours worked in excess of eight (8) hours in each day as defined in this section or forty (40) hours in each workweek.

If the employee works a scheduled shift other than a basic workday, then overtime compensation shall be paid as follows:

ii. When such scheduled shift is a ten-hour schedule under the attached Ten-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of ten (10) hours in each day as defined in this section or forty (40) hours in each workweek.

iii. When such scheduled shift is a twelve-hour schedule under the attached Twelve-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of twelve (12) hours in each day as defined in this section or forty (40) hours in each workweek.

6.9 No Pyramiding. Hours paid at an overtime, differential, or premium rate shall not be duplicated or pyramided—i.e., the overtime, differential, or premium rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only once at time and one-half.

6.10 Work in Advance of Shift. When a nurse, at the request of the Hospital, reports to work in advance of the assigned shift, the nurse and the supervisor may mutually agree that the nurse may go home prior to the end of the assigned shift, with pay for time worked.

6.11 Transport of Patients. Transport of patients shall include appropriate training as defined by the CNO or CNO's designee for the nurses involved. When a nurse covered by this Agreement is required by the Hospital to transport a patient, the nurse shall be considered in the employ of the Hospital, and all provisions of the Agreement shall apply to actual on-duty time. The Hospital shall compensate the nurse at time and one-half (1 1/2), and for all necessary travel expenses incurred by the nurse under these circumstances. The Hospital's prior approval for travel expenses shall be obtained in writing whenever possible.

6.12 Innovative Shifts, Work Periods and Days. The Hospital and the nurses mutually recognize the benefit innovative work schedules may have on recruitment and retention of qualified nurses. To further encourage the exploration, development, and offering of innovative work schedules, the Hospital and the nurses agree to work together to create an environment where nursing staff and nurse managers have an opportunity to consider innovative work schedules, taking into consideration such factors as patient care needs, nurse interest, cost impact on operations, turnover and vacancy rates, the use of overtime and employee morale.

The innovative work day may be nine (9), ten (10), or twelve (12) hours. Note that when Workday goes live, there will be no nine (9) hour shifts.

Nurses working a ten (10) hour shift will receive two (2) ten (10) minute paid rest breaks and a thirty (30) minute unpaid meal period. Nurses working a twelve (12) hour shift will receive three (3) ten (10) minute paid rest breaks, and a thirty (30) minute unpaid meal period. Nurses working a nine (9) hour shift will receive two (2) ten (10) minute paid rest breaks and an unpaid meal period, except the meal period for the nine (9) hour night shift shall be paid. After the go live for Workday, rest break time will change to fifteen (15) minutes and the nine (9) hour shift will end.

Prior to adding, deleting, or a change in hours to or from innovative work schedules involving a Registered Nurse (other than one nurse replacing another nurse), the Hospital will send a notice of such change to the Union. Upon request, the Hospital will discuss the change in a meeting of nurses on the unit.

By mutual agreement between the unit nurse manager and the nurse, a nurse wishing to work twelve (12) hour shifts and who is unable to find a daytime partner may work 11:00 p.m. to 11:00 a.m.; 7:00 p.m. to 7:00 a.m.; or 3:00 p.m. to 3:00 a.m., twelve (12) hour shifts.

Innovative shift nurses regularly scheduled to work four (4) nine (9) hour shifts per week, or three (3) twelve (12) hour shifts per week shall be compensated for hours worked and will accrue sick pay, holidays and health benefits as if working forty (40) hours per week. Effective with go live of Workday, innovative shift employees shall accumulate PTO and sick leave based on hours worked. Where work schedules other than the eight (8) hour day work schedule are utilized, the Hospital shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule after six (6) weeks' advance notice to nurses. Prior to implementation of a change in work schedule involving a unit or facility, the Hospital will meet with the Union to discuss the contemplated change of schedule.

Agreements to work innovative work periods and schedules may be utilized with mutual agreement between the Hospital and the nurse involved, and shall be put in writing and signed by the nurse and a Hospital representative.

6.13 Change in Worked Hours. If a permanent or prolonged reduction in hours of work is determined by the Hospital to be necessary, the least senior nurse(s) on the shift on that unit will receive the reduction. The Hospital will first seek volunteers from the unit and shift to accomplish these changes. Any nurse subject to an involuntary reduction pursuant to this section shall be given preference for additional hours on the unit and shift as new hours become available up to their prior position. Any full-time or part-time nurse subject to an hours reduction under this section shall be given preference for temporary/intermittent/per diem work throughout the Hospital up to their prior position under the same conditions as those set forth in Section 5.6. This commitment shall last for a period of twelve (12) months from date of the hours reduction. Assuming patient care needs can be met, it would be the Hospital's philosophy to utilize the layoff provisions of Article 5, as opposed to the provisions set forth in Section 6.13

(Change in Worked Hours), when multiple employees would be affected, in the event that a permanent or prolonged reduction on a unit is determined to be necessary.

ARTICLE 7 - COMPENSATION

7.1 Wage Schedule. The minimum hourly wage schedule in Appendix A for the first year of the contract will be effective as of the first or second full pay period following ratification.

a. Second year increase (2024): Effective the first or second full pay period following ratification, an across the board increase of 5% to the new wage schedule plus step schedule.

b. Effective the first full pay period following January 1, 2025, an across the board increase of 4% plus step schedule.

7.2 Date of Implementation. Wage increases, longevity steps, and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first or second full payroll period on or after the calendar dates designated.

7.3 Longevity Steps. The nurse's anniversary date in the bargaining unit (unless changed by a leave of absence) shall be the date used to calculate longevity steps. With the go live of Workday, step increases shall become effective the first of the pay period in which the step date occurs.

7.4 Experience. The hire-in rate for new nurses covered under this Agreement will provide year for year credit for continuous recent applicable experience. Continuous recent applicable experience shall be defined as clinical nursing experience in an acute care setting, ambulatory care setting, Home Health agency or equivalent health care experience, without a break in nursing which would reduce the level of nursing skills or nursing experience, directly relevant to that required in the position for which the nurse is being hired, in the opinion of the Hospital. (Participation in a nursing education program does not count as year for year credit and does not constitute a break in nursing experience.)

7.5 Charge Nurse Pay. Charge Nurses will receive a premium in addition to their regular rate of pay, as set forth in Article 8.5.

7.6 Licensure. A nurse is responsible to see that the nurse's license does not expire. If the nurse's license expires, the nurse shall be immediately removed from the work schedule without pay. The Hospital may give consideration (for paid time) to circumstances that have made it impossible for the nurse to maintain in effect a current license. The nurse shall be rescheduled only after written proof of a renewed license is presented to the Hospital.

ARTICLE 8 - PREMIUM PAY

8.1 Double time. Effective when Workday goes live, the following language applies. Double time hours are calculated at the base rate plus one hundred percent (100%) of the base rate. If an employee scheduled to work 8 hour shifts works more than twelve (12) consecutive

hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work ten (10) hour shifts works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work twelve (12) hour shifts works more than fourteen (14) consecutive hours within a twenty-four (24) hour period, all work performed in excess of fourteen (14) consecutive hours shall be paid at the double time (2x rate).

8.2 Shift Differential. Nurses working evening duty (3:00 p.m. to 11:30 p.m. shift) shall receive an additional three dollars (\$3.00) per hour over their regular rate of pay, and nurses working night duty (11:00 p.m. to 7:30 a.m. shift) shall receive an additional four dollars and fifty cents (\$4.50) per hour over their regular rate of pay. Nurses who have scheduled shifts which overlap the aforementioned regular shift times shall be paid the appropriate shift differential for the hours worked. A nurse will not receive shift differential for any hours of a shift in an outpatient department, office setting, home-based setting, or other area which is normally staffed only during day and/or early evening business hours.

Effective with the go live of Workday, nurses assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of three dollars (\$3.00) per hour over the hourly rate of pay. Nurses assigned to work the third (11 p.m. – 7 a.m.) shift shall be paid a shift differential of four dollars and fifty cents (\$4.50) per hour over the hourly rate of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if a majority of hours worked are on the designated shift.

8.2.1 Assignment of Shift Differential. The Hospital will pay shift differential as follows:

Nurses working 11 a.m. - 11 p.m. or 1 p.m. - 1 a.m. will receive evening differential for the entire shift.

Nurses working 7 p.m. - 7 a.m. or 11 p.m. - 8 a.m. will receive night shift differential for the entire shift.

Nurses not working a standard shift (i.e. 7 a.m. - 3:30 pm.; 3 p.m. - 11:30 p.m.; 11 p.m. - 7:30 a.m.) will be assigned to a designated shift differential configuration (one of the above or the overlapping configuration) and will be paid shift differential based on that one configuration only. If a nurse works other than the nurse's assigned shift and is eligible for additional shift differential compensation, the nurse must provide written communication to the manager requesting the pay adjustment.

This Assignment of Shift Differential language will not be needed after Workday go live.

8.3 Standby. Nurses required to “standby” shall be paid four dollars and twenty five cents (\$4.25) while on standby.

8.4 Callback. Any time actually worked in callback shall be compensated at the rate of time and one-half (1 1/2) of the regular rate of the nurse concerned, except for holidays, when time worked in callback shall be compensated at the rate of two (2) times the regular rate of pay

of the nurse concerned and shall be paid in addition to the regular pay for standby call. When called back, the nurse shall receive time and one-half (1 1/2) (double time for holidays) for a minimum of two (2) hours, but not more than eight (8) hours' pay at the callback rate unless actually worked. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift.

Nurses who are called back to work in two (2) consecutive eight (8) hour periods shall be paid double time (2x) for all callback time worked in the third (3rd) consecutive eight (8) hour period. The third (3rd) consecutive shift will be paid double time (2X) even if one of the periods is part of a regularly scheduled period. Nurses who work sixteen (16) hours continuously will be paid double time (2x) after the twelfth (12th) consecutive hour.

Nurses who are scheduled to be on standby at the conclusion of their shift, and stay beyond their scheduled stop time for a minimum of thirty (30) minutes, shall be eligible for callback and the two-hour minimum. Time worked less than thirty (30) minutes will be considered shift overtime in accordance with overtime provisions of this agreement, with the following exceptions:

a. The Employer may call the employee in at the start of their standby shift and initiate callback prior to the end of the 30-minute period.

b. The Employer may also initiate callback prior to the thirty (30) minutes for a standby employee if the standby employee is onsite and providing patient care that they would otherwise be called into perform. .

Effective with the go live of Workday, all callback will be paid at the rate of time and one-half (1 ½). Double time will not be paid. Standby pay will not be paid during callback hours.

8.4.2 Callback Work. Subject to patient care considerations, the Hospital will make a good faith effort to provide relief for a nurse who requests the next shift off or a change in the nurse's start time or end time the following shift when the nurse has been working on call. To be considered, the nurse must notify the Hospital not later than one and one-half (1 ½) hours in advance of the nurse's scheduled shift if making such a request. At the nurse's request, an accrued holiday or a vacation day may be used, or the time off may be considered a low census day. A new code will be developed post Workday go live.

8.5 Temporary Assignment to a Higher Position. The assignment to any higher position for any eight (8) hour period or longer shall be compensated at the rate of pay of that higher position.

8.6 Premium Pay Summary

a.	<u>Preceptor Pay</u>	1.50
b.	<u>Weekend Premium</u>	
i.	Regular	3.50
c.	<u>Charge</u>	3.00
d.	<u>CCU Charge</u>	4.00
e.	<u>Shift Differential</u>	
i.	Evenings	3.00
ii.	Nights	4.50
f.	<u>Standby</u>	4.25
g.	<u>Certification Pay</u>	1.25
h.	<u>Degree Pay</u>	1.00
i.	<u>Float Pool/Float Pay</u>	2.50
j.	<u>Bilingual Differential</u>	2.00

8.7 Degree. Nurses will be paid a premium of \$1.00 per hour for each nursing degree (BSN, MSN, DNP, DNS, PhD) or for each additional degree which is relevant to a nurse's job description, in the opinion of the CNO, up to a total of \$2.00 for all certifications and degrees.

Following Workday go live, nurses will receive premium pay for one degree up to a total of \$1.00.

8.8 Certification Pay. Nurses will also be paid a premium of \$1.00 per hour for each recognized nursing certification current and in good standing, up to a maximum of \$2.00 per hour for combined degrees and certifications. Eligible nursing certifications must be granted from a nationally recognized organization with the authority to award credentialing. The certification must require specific years/hours of clinical experience in the specialty area, passing of an initial credentialing exam and recertification via continuing education and/or reexamination. Certification pay will not be approved for certifications that are required for job positions such as ACLS, TNCC, PALS, NRP, etc. A nurse will notify the respective director/manager in writing upon completion of the additional nursing degree and/or certification. The nurse will also provide a copy of the original certificate/degree. Certification pay will commence, upon receipt of the stated documents, at the beginning of the next pay period. After Workday go live, only one certification is eligible for premium pay and the premium amount will be increased to \$1.25.

8.9 Float Pool. Management will determine the qualifications of nurses who work in the float pool.

8.10 Float Pay. Nurses assigned to the Float Pool will be paid a premium of two dollars and fifty cents (\$2.50) per hour for all hours. Other nurses not assigned to the Float Pool Cost Center shall be eligible to receive a two dollar and fifty cent (\$2.50) per hour premium on occasions when they are assigned to float outside their home unit.

ARTICLE 9 - HOLIDAYS

9.1 Holidays. For full-time and part-time nurses, holiday pay shall accrue at the rate of 0.03077 hours for each hour compensated (Section 6.8). Accrued holiday pay may be utilized for the following holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Nurse's Birthday Anniversary
Juneteenth	

Part-time and full-time nurses who earn the equivalent of five (5) or more years of full-time seniority will accrue 0.03462 hours for each hour compensated (Section 6.8), to also be granted a floating holiday. It is agreed that holiday work shall be rotated by the Hospital. Nurses with a holiday bank in excess of 32 hours may request, by December 1 of each year, a cash out of the hours in excess of 32 to be paid in the last full pay period of that calendar year.

9.2 Work on a Holiday. Any nurse required to work on a holiday shall receive time and one-half (1 1/2) for working that holiday. At the nurse's option, stated prior to the holiday, a regular nurse shall receive accrued holiday pay for that day, or for a compensatory day off with regular pay, to be scheduled prior to or following the holiday. The Hospital will endeavor to schedule a nurse off on the day the nurse requests.

9.3 Holiday on Day Off. If a holiday falls on a nurse's regular day off, the nurse is to receive a compensatory day prior to or following the holiday off with regular pay. Accrued holiday pay shall be used for such days.

9.4 Holiday Observance. Calendar dates to be observed as holidays shall be specified by the Hospital at least one (1) month in advance by notices posted in conspicuous locations in the Hospital. Holiday payment at time and one-half (1 1/2) will be paid on a specified day only.

9.5 Birthday Holiday. To receive the birthday off, the nurse shall notify the Nurse Manager or Supervisor at least one (1) week prior to the posting of the schedule. Another day off in lieu of the birthday may be scheduled before or after the birthday. If the nurse works the birthday, after submitting the above request or works the scheduled day off in lieu of the birthday, the nurse will receive holiday time and one-half (1 1/2) pay plus accrued holiday pay.

Following Workday go live, the following language replaces the Holiday Article:

9.6 Recognized Holidays. The following holidays are recognized by MYMH:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas

9.7 Holiday Transition. Employees will receive a one-time addition of twenty-four (24) additional hours of PTO accrual added to their PTO bank at the first full pay period following January 1, 2025.

9.8 Holiday Work. Any hourly employee who works on a designated Holiday will be paid time and one-half (1-1/2) for all hours worked on that day. If an employee scheduled to work 8 hour shifts works more than twelve (12) consecutive hours on a Holiday, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work ten (10) hour shift works more than twelve (12) consecutive hours on a Holiday, all work performed in excess of twelve (12) hours will be paid at the double time (2x) rate. If an employee scheduled to work a twelve (12) hour shifts on a Holiday works more than fourteen (14) consecutive hours on a Holiday, all work performed in excess of fourteen (14) consecutive hours shall be paid at the double time (2x) rate.

9.9 Absence on a Holiday. An employee who is scheduled to work on a holiday but who is absent on the holiday without approval shall not receive PTO and is subject to disciplinary action.

9.9.1 An employee whose department is closed on a holiday, is able to schedule a day off or is on a scheduled vacation on the holiday may elect to use PTO in order to receive pay in an amount equal to payment for the employee's regularly scheduled shift.

9.9.2 If an employee is absent for a sick leave qualifying reason on a holiday, the employee shall use sick leave for the time missed on the holiday if another day has been prescheduled during the cycle as the employee's holiday off. A regular part-time employee may use holiday and sick hours to make up a full shift.

If a holiday falls during an unpaid leave of absence or any other period in which the employee is not receiving any pay for hours worked, the employee shall not be entitled to PTO.

ARTICLE 10 - VACATIONS

10.1 Vacation Schedule. Full-time and part-time nurses shall accrue vacation with pay annually after each year of continuous employment based upon hours compensated (Section 6.7) in accordance with the following schedule (days refer to full-time employment with vacation taken in eight hour days):

1 – 4 years	=	0.03846 hours (10 days)
5 – 8 years	=	0.05769 hours (15 days)
9 – 10 years	=	0.06538 hours (17 days)
11 – 15 years	=	0.07692 hours (20 days)
16 – 20 years	=	0.08461 hours (22 days)
21 or more years	=	0.09615 hours (25 days)

10.2 Vacation Pay Rate. Vacation pay shall be paid at the nurse’s regular rate of pay (including shift differential).

10.3 Termination Benefits. After completion of one (1) year of employment, a nurse who leaves the employment of the Hospital, after giving four (4) weeks’ written notice to the Hospital, shall be entitled to payment for any vacation benefits which have been earned and which remain unpaid.

10.4 Scheduling. A nurse desiring a vacation shall request in writing the desired vacation time as far in advance as is reasonable but not less than four weeks before the schedule is posted. Nurses shall be entitled to schedule vacation for five (5) days or more to coincide with weekends off and shall not be required to schedule weekend work in excess of the weekend work requirements set forth in Section 6.5, either before or after scheduled vacation time. The nurse requesting vacation sixty (60) days or less in advance will be notified in writing within fourteen (14) calendar days after the request is received by the Nurse Manager whether a vacation, for a full week or more, is approved. No vacation request should be denied if patient care needs can be met and no other RN staff in that department/shift has requested the same time off. Nurses requesting vacation over sixty (60) days in advance will be notified in writing at least thirty (30) days in advance of the requested vacation whether their request is approved. Coverage of the nursing units and the staffing to cover vacation shall be the responsibility of the Nurse Manager or designee. Nursing management will take into consideration needs of the Hospital and other staff in granting vacations. A nurse will be paid no more than the nurse’s accrued vacation. In cases of conflicting requests for vacation, seniority shall prevail; seniority shall not affect approved vacations.

10.5 Maximum Accumulation. Nurses are encouraged to take earned vacation annually; in any event, the nurse will not accumulate more than two (2) years of earned vacation.

10.6 Change in Status. When a nurse’s status changes from full-time to part-time, the first two (2) weeks of vacation will be paid at the nurse’s current work schedule. Additional vacation will be paid as earned, unless there are extenuating circumstances as determined by the CCO or CCO’s designee.

Upon Workday go alive, the following language replaces the above:

ARTICLE 11 - PAID TIME OFF

11.1 Eligibility. Regular full-time employees and regular part-time employees who have budgeted/approved hours of at least eight (8) per pay period and do not receive the per diem premium shall be entitled to paid PTO to the extent the employee has accrued and not used such leave.

11.2 PTO Pay. PTO pay shall be paid at the employee's base rate plus shift differential when the employee is regularly scheduled to work an evening or night shift in an amount not to exceed the employee's approved hours.

11.3 PTO Accumulation. Regular full-time and regular part-time employees shall earn PTO each pay period, up to the maximum accrual, as set forth in the following schedule:

Years of Service	Accrual/Hour Paid	Max Accrual
0-3	0.0731	232
4-8	0.0924	312
9-19	0.1116	392
20+	0.1231	406

11.4 Use of PTO. PTO must be scheduled and used in accordance with applicable MYMH policies and procedures.

11.5 Scheduling. A nurse desiring to use PTO shall request in writing the desired PTO time as far in advance as is reasonable but not less than four weeks before the schedule is posted. Nurses shall be entitled to schedule PTO for five (5) days or more to coincide with weekends off and shall not be required to schedule weekend work in excess of the weekend work requirements set forth in Section 6.5, either before or after scheduled PTO time. The nurse requesting PTO sixty (60) days or less in advance will be notified in writing within fourteen (14) calendar days after the request is received by the Nurse Manager whether PTO, for a full week or more, is approved. No PTO request should be denied if patient care needs can be met and no other RN staff in that department/shift has requested the same time off. Nurses requesting PTO over sixty (60) days in advance will be notified in writing at least thirty (30) days in advance of the requested PTO whether their request is approved. Coverage of the nursing units and the staffing to cover PTO shall be the responsibility of the Nurse Manager or designee. Nursing management will take into consideration needs of the Hospital and other staff in granting PTO. A nurse will be paid no more than the nurse's accrued PTO. In cases of conflicting requests for PTO, seniority shall prevail; seniority shall not affect approved PTO.

11.6 Payment of Accumulated PTO Upon Termination.

a. An employee who resigns or is discharged before he/she has completed six (6) months of continuous service shall not be entitled to payment for accumulated, unused PTO.

b. An employee who resigns or is laid off after he/she has completed six (6) months of continuous service will be paid accumulated, unused PTO up to a maximum of three hundred sixty (360) hours.

c. An employee who is terminated by MYMH shall not be entitled to payment for accumulated, unused PTO.

11.7 PTO Donation. Employees will be eligible to donate accumulated unused PTO to other MYMH employees in accordance with applicable MYMH policy.

ARTICLE 12 - SICK LEAVE

12.1 Accumulation. Full-time and part-time nurses shall accumulate sick leave in two banks: protected sick leave (“PSL”) and contractual sick leave (“CSL”).

a. PSL shall accumulate at a rate of .025 for each hour compensated. CSL shall accumulate at the rate of .02116 hours for each hour compensated (Section 6.8). Sick leave benefits shall accumulate from date of hire.

b. Nurses shall be allowed to carry over 52 hours of accrued, unused PSL year-to-year. Accrual of CSL will be capped at 668 hours and can be carried over year-to-year.

12.2 Compensation. After completion of the probationary period, the first day of illness shall be compensated.

12.3 Authorized Purposes. Nurses shall be allowed to choose the leave bank from which to deduct accrued leave. If a nurse does not choose a bank, the Hospital will deduct leave from PSL first. Unless otherwise specified CSL and PSL may be used for any of the following purposes:

a. Illness, injury, medical disability (including temporary disability because of pregnancy or childbirth) of the nurse;

b. Illness or injury of a family member as defined in state law; and

c. PSL can be used for all purposes allowed by state law;

d. The Hospital reserves the right to require reasonable proof of such illness, temporary disability or appropriate use of sick leave. The Hospital will comply with state law when requesting proof of an appropriate use for PSL, including the procedures for resolving claims that a medical verification request constitutes an unreasonable burden or expense. If Workers’ Compensation is received, such payment shall be deducted from sick leave payment.

12.4 Abuse of Sick Leave. Nurses may be disciplined for a pattern of abuse and/or clear abuse of CSL or PSL sick leave.

12.5 Medical and Dental Appointments. Required time for medical and/or dental appointments which cannot be scheduled outside the nurse’s normal work schedule may be

compensated. Scheduled appointments must be approved by either the Head Nurse or Supervisor five (5) days in advance.

12.6 Pay Rate. Sick pay shall be paid at the nurse's regular rate of pay (including shift differential).

12.7 Other Sick Leave Benefits. Employees are eligible to use sixteen (16) hours of sick pay each calendar year for spouse as the result of hospitalization or serious illness or injury. On January 1 of 2021 only, nurses with more than seven hundred twenty (720) hours' accumulated sick leave on that date shall receive eight (8) hours of additional vacation accrual in exchange for each twenty-four (24) hours of sick leave in excess of seven hundred twenty (720) hours. Upon termination, nurses who have completed five (5) or more years' employment and who give proper notice (4.2) shall receive twenty-five percent (25%) of accrued combined sick leave after a deductible according to the following schedule:

<u>Years of Employment</u>	<u>Deductible</u>
5 but less than 10	160 hrs
10 but less than 15	120 hrs
15 but less than 20	80 hrs
20 or more	40 hrs

Nurses who are terminated for cause are not eligible for benefits contained in this section.

12.8 Notification of Absence from Work. Nurses working the first (day) shift shall when practicable notify the Hospital at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Hospital at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Hospital each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision.

12.9 Notification - Elective Surgery. A nurse shall notify the immediate Supervisor at least three (3) weeks in advance of scheduling elective surgery, but may be scheduled sooner if there are extenuating circumstances.

12.10 Change in Status. When a nurse's status changes from full-time to part-time, the first two (2) weeks of sick leave will be paid at the nurse's current work schedule. Additional sick leave will be paid as earned unless there are extenuating circumstances as determined by the CCO or CCO's designee.

Upon Workday go live, the following language replaces the above:

12.11 Eligibility. Regular full-time employees and regular part-time employees who have budgeted/approved hours of at least eight (8) hours per pay period and do not receive the per diem premium shall be entitled to paid sick leave to the extent the employee has accrued and unused such leave. Although such employees accumulate sick leave from their date of hire, they are not eligible to use sick leave until they have satisfactorily completed the applicable probationary period.

12.12 Paid Sick Leave. Sick leave shall be paid at the employee's base rate plus shift differential when the employee is regularly scheduled to work an evening or night shift in an amount not to exceed the employee's approved hours.

12.13 Sick Leave Accumulation. Regardless of Part-Time or Full-Time status you accrue sick time on hours compensated (i.e. sick time accrues while an employee is taking sick leave.) Contractual sick (E) is 0.02120 hours accrued for every hour compensated with a cap of 524 hours. For WA Sick (ES) it is 0.025 hours accrued for every hour compensated with no annual cap.

Sick leave shall be accumulated on a pay period by pay period basis and shall be credited to the employee's sick leave balance subsequent to the last day of each pay period as follows:

Sick – WA Sick (ES):

0.0250 hours accrued for every hour compensated. There is no maximum yearly accrual (can accrue >52 hours per year if working OT, etc.) and will roll over each year. For full-time hourly employees this usually amounts to 52 hours accrued per year. This is the default bank used first by employees. This accrual bank has no cap.

Contractual Sick Leave (E)

- 0.02120 hours accrued for every hour compensated;
- For full-time hourly employees this usually amounts to 44 hours accrued per year;
- This accrual bank has a cap of 524 hours.

12.14 Use of Sick Leave. Sick leave must be scheduled and used, and will be paid, in accordance with applicable MYMH policies and procedures. Employees may choose the leave bank from which to deduct accrued leave whether they use their contractual (Sick E) or statutory leave bank (Sick ES) to cover sick leave time. If a nurse does not choose a bank, the Hospital will deduct leave from Sick ES. In accordance with state law, sick leave may be also used to take time off to treat or supervise children (under 18 years of age, or over 18 and disabled, including foster children, step children, and those for whom the employee stands in loco parentis) with a health condition that requires treatment or supervision. In addition, sick leave may be used to take time off to care for spouse, parents, parent-in-law or grandparents with a serious health condition or an emergency condition, as defined and allowed by state law. Sick leave cannot be donated to other employees.

a. Payment of Accumulated Sick Leave Upon Termination. Employees shall not be entitled to payment for unused, accumulated sick leave upon termination of employment, including retirement.

b. Notification of Absence from Work. Nurses working the first (day) shift shall when practicable notify the Hospital at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Hospital at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Hospital each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision.

ARTICLE 13 - HEALTH PROGRAM

13.1 Dental, Medical, Surgical and Hospital Insurance. The Hospital will provide a dental, medical/surgical, and hospital insurance plan to all regular full-time nurses. For the purposes of Article 14 only, full-time will be defined as .75 and above. Nurses with an FTE less than .75 may participate on a pro rata basis. Nurses' dependents may participate in the plan.

Effective January 1, 2024, the following language replaces the above:

a. Provision of Benefits. MYMH will offer and maintain the same health and welfare benefits (that is, health, vision, dental, life insurance, short-term disability, long-term disability, accident travel insurance, and adoption reimbursement insurance) and retirement benefits for eligible bargaining unit employees as are offered and maintained for other hourly employees of MYMH, on the terms and conditions on which they are offered to other hourly employees. Such benefits offered to eligible bargaining unit members may be changed as they are changed for other hourly employees of MYMH.

Newly hired Employees shall be entitled to benefits for which they are eligible upon completion of a waiting period of thirty (30) consecutive calendar days of employment such that the Employee will be covered as of the first day of the calendar month immediately following the calendar month in which the Employee celebrates thirty (30) consecutive calendar days of employment.

b. Increases to Health Insurance. Any increases during the term of this Agreement to the monthly health insurance premiums will be shared equally by the employee and Employer.

c. Health Tests. At the beginning of employment and annually thereafter, the Hospital shall provide and the nurse shall satisfactorily complete skin tests or X rays, as required by law, at no cost to the nurse. The Hospital will also follow all CDC and OSHA recommendations.

d. Eye Care. The Hospital will offer a vision care plan, including the opportunity for dependent participation, to all regular full-time and part-time nurses. Benefits shall be spelled out in brochures which are made available to each nurse. Following January 1, 2024, this language is replaced by "Provision of Benefits" language in (a) above.

e. Employee Assistance Plan. An Employee Assistance Plan (EAP) is offered to all full-time and part-time nurses of the Hospital. Details of the Plan are available in the Human Resources Department.

f. Long-Term Disability. The Hospital shall provide disability insurance to all nurses at the nurse's own expense at a group rate to be established by the Insurance Company.

g. Medical Benefits Advisory Committee (Jointly Conducted with the Service Unit).

The Union will appoint up to three (3) RN unit and (3) service unit representatives from the bargaining units. The Hospital will appoint up to six (6) management representatives. All employee representatives on the committee will be on paid release time for the meetings. This committee will meet quarterly to concentrate efforts to research, review and adopt incentive based wellness programs. The Committee may also provide recommendations regarding plan design and cost controls, including, but not limited to, the prescription drug program, premiums, co-pays, and inpatient and outpatient benefits provided under the plan.

On an annual basis in the second quarter of the year, the Committee meeting shall be to review the current medical plan, anticipated cost increases, and review of data on utilization of the plan. The meeting date and time will be set by management, upon at least fourteen (14) days' advance written notice to the Union. The meeting shall occur prior to annual implementation of changes to the plan.

The Medical Benefits Committee will endeavor to: (1) make the information about prescription drug pricing available to employees covered under MYMH's PPO and HSA plans and (2) to expand MYMH's PPO and HSA pharmacy network to include selected retail pharmacies at the Tier 1 level.

h. Appeals. In cases where Tier 1 services are not provided or available in network, and service and providers are not reimbursed at Tier 1 level, nurses will have the option to appeal the decision to the Hospital.

ARTICLE 14 - RETIREMENT PLAN

14.1 Retirement Plan. A retirement plan has been made available for nurses who have hire dates on or before April 30, 2008, who work one thousand (1,000) or more hours per year, and who are at least twenty-one (21) years old and have been employed by the Hospital for at least twelve (12) continuous months. Effective December 31, 2011, the retirement plan is frozen and nurses who have participated to that point will not accrue additional benefits under the plan but shall not lose any benefits accrued through that date.

14.2 401(k) Plan. The Hospital will provide a 401(k) plan for all Hospital employees. Benefits and eligibility requirements are defined in the plan documents.

ARTICLE 15 - LEAVE OF ABSENCE

15.1 Request for Leave. All leaves are to be requested from the Hospital in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to the request shall be given within twenty-one (21) calendar days. A nurse must have one (1) year of continuous employment at the Hospital to be eligible for a leave of absence.

15.2 Maternity/Health Leave. Nurses returning from a leave due to the nurse's health, including maternity of up to six (6) weeks or eight (8) weeks with a three (3) month notice, shall have the opportunity to return to the same unit, shift, and former full-time or part-time status unless that position does not exist due to layoff. In such event, Section 5.3 shall apply. Time in paid status may be added to unpaid status for a total of six (6) weeks or eight (8) weeks with

three (3) months' notice. If a nurse has a personal, medical emergency, then eight (8) weeks may be granted.

15.3 Family Leave. The Hospital will follow applicable state and federal laws regarding Family and Medical Leave.

15.3.1 Paid Family and Medical Leave. The Hospital will provide Paid Family and Medical Leave benefits through the state-run program and in accordance with law. The Hospital will withhold the nurses' full share of the premium (currently 63.333% of the total premium). Nurses will be permitted to supplement the state-provided benefit with accrued sick leave and/or annual leave as allowed by law.

15.4 Family Care Act of 2003. The Hospital will follow applicable law.

15.5 Personal Leave. After one (1) year of continuous employment, leave without pay may be granted upon request of a nurse for a period of up to six (6) weeks for personal reasons, without loss of benefits accrued to the date such leave commences. Nurses with ten (10) or more years of service with the Hospital may be granted a leave for any approved reason for up to six (6) weeks, unpaid; and shall have the opportunity to return to the same unit, shift, and former full-time or part-time status, unless that position does not exist due to layoff. In such event, Section 5.3 shall apply. Time in paid status may be added to unpaid status for a total of up to twelve (12) weeks.

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

15.7 Leave Without Pay. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned. Leave without pay in excess of thirty (30) days shall result in the nurse's effective date of employment for seniority purposes being adjusted to reflect the period of leave and no benefits shall accrue. Nurses returning from an approved leave of absence shall be reassigned to their former positions, if open. If the former position has been filled, the returning nurse shall be assigned to the first available opening for which the nurse is qualified.

15.8 Military Leave. The Hospital will comply with applicable federal and state laws regarding military leave.

15.9 Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence of up to one (1) year without pay for study without loss of accrued benefits. While on Educational leave there is no expectation to work but any employee can agree by mutual consent to work a shift if needed. Educational leave may include formal academic study or other significant professional development activities, as approved by the Hospital. The salary step and benefits accrued at the time of taking an approved LOA for twelve (12) months or less are regained by the employee upon return at the end of the approved leave.

15.10 Compassionate Leave. After the three (3) month probationary period, full-time and part-time nurses may be absent on compassionate leave for up to three (3) regularly-

scheduled work days without loss of pay in case of death in the immediate family. The term “immediate family” is defined as the nurse’s spouse, domestic partner, grandparent, parent, brother, sister, child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any corresponding step-relative, or relative living in the employee’s household. Additional leave without pay may be granted at the discretion of the Hospital.

15.11 Jury Duty. Regularly scheduled nurses who are called to serve on jury duty or as a subpoenaed witness in a Federal or State Court case in a professional nurse capacity directly related to employment by the Hospital shall be compensated by the Hospital for the difference between their jury duty or witness pay and their normal straight-time rate.

15.12 Union Leave. Employees will be afforded the option of requesting an unpaid leave of absence or use accrued PTO leave to attend Executive Board meetings, officer meetings, delegate meetings, training sessions, delegate leadership assemblies, union conventions, union functions, seminars, campaigns, or other programs. Such leave may be approved subject to patient care needs. If mutually agreed to, the leave will be up to twelve (12) weeks with guaranteed same job back.

ARTICLE 16 - NURSING STAFFING AND PRACTICE COMMITTEE

16.1 Goals and Intent. The parties strongly believe that adequate staffing is necessary to meet the needs of our patients and provide quality care. Accordingly, the Hospital and Union will utilize the NSPC to help achieve this goal, including any legally mandated requirements. In order to establish best practices for determining safe staffing, the Hospital and Union agree to prioritize units as recommended by the NSPC, and to immediately compile and review all necessary data from those units.

16.2 Duties of NSPC. The committee provides oversight of the ongoing staff input in the review and modification of unit-based staffing plans that are developed to facilitate staffing effectiveness. This process will include the following elements:

- a. Serve as an ongoing resource for unit based staffing committees.
- b. Review and compile all unit-based staffing plans into a comprehensive report which is submitted to the Senior Leadership Team and CEO.
- c. Provide training and/or oversight for all unit based staffing committees, including collection and analysis of productivity and financial data as well as nurse sensitive quality indicators data.
- d. Assure legal compliance with public posting of staffing plans for each unit and shift.
- e. Review requests from unit-based committees for changes to staffing plans, and modify if needed.
- f. Review any NSPC Communication and Appeal Forms.

- g. Monitor and evaluate float pool positions and staffing levels.
- h. Serve as a forum to evaluate current professional practices and make recommendations for changes to improve care.
- i. Serve as a forum to evaluate nurse recruitment and retention. The NSPC may examine specific topics, projects, or best practices to enhance recruitment and retention.

16.3 NSPC Composition and Reporting. The committee shall include up to ten (10) management representatives (including the CNO or CNO's designee) and up to ten (10) union appointed direct care staff nurses. The Union will use best efforts to appoint staff nurses who represent nurses from all areas of the hospital including inpatient and outpatient areas, who will be appointed with the expectation of at least a two-year term. At least 50% of the staff nurses and management representatives on the committee in any given year will have greater than one year of committee membership. Members will be expected to attend at least nine (9) of twelve (12) meetings or membership may be forfeited at the committee's option. Each Committee member shall be compensated for meeting attendance and related work up to a maximum of four (4) hours per month.

On an annual basis, the CNO will appoint a management Co-Chair and the Union will appoint a staff nurse Co-Chair. The Co-Chairs, with input from the committee members, will set the meeting agenda, keep, distribute minutes of each meeting, and forward biannual staffing plans to the CEO. If the staffing plan report compiled by the NSPC is not adopted by the hospital, the Chief Executive Officer or designee shall provide a written explanation of the reasons to the NSPC within sixty (60) days.

16.4 NSPC Communication Forms. Nurses shall have the right to discuss staffing issues with their Supervisor in the event that they perceive a staffing problem. The nurse may also document a problem on a NSPC Communication Memo. The completed form can be sent directly to the NSPC for review and trending at its next meeting. A copy of the form will be provided for review and input to the Nurse Manager and House Manager. After review by the NSPC, a response will be provided to the submitting nurse.

16.5 Staffing Appeal Process. The Charge Nurse will have the authority to improve staffing ratios, in collaboration with the House Supervisor, by calling in additional nurses when appropriate due to acuity, time intensity, location of patient room and other considerations, including the Charge Nurse accepting a patient assignment. When, in the opinion of a staff nurse, the staff mix, patient acuity, and/or lack of available resources dictates the need for a staffing level which varies from the staffing matrix, then the staff nurse will use the MYMH safety tools to "speak up, request a change, and state the concern." The Nurse may request/file an immediate face-to-face discussion and/or appeal with the nursing manager, or designee, and the House Manager. The intent is to weigh the facts and circumstances and arrive at a collaborative decision. If the nurse believes that the staffing situation continues to pose a safety concern, then the chain of command should be followed. Documentation of the process and outcome on a NSPC appeal form by the staff nurse and House Manager is to be forwarded to the NSPC for review and trending.

16.6 Training. Members of the NSPC will provide in-services to unit-based committees regarding best practices related to staffing. Ongoing formal training opportunities will be continually evaluated.

16.7 Unit-Based Staffing Committee. The NSPC will oversee a unit-based staffing committee on each nursing unit co-chaired by a union-designated representative and a management representative. Frequency of the meetings will be determined by the chairs and shall be on paid time for all attendees.

16.8 Unit-based Staffing committee responsibilities.

a. Collect and analyze two recent months of relevant data, for presentation at the bi-annual staffing meeting, including but not limited to: compliance with staffing matrices, census (admits/discharges/transfers), patient intensity, delayed or missed care, use of overtime, travelers, floats, missed breaks or meals, planned or unplanned absences, vacancies, incentive shifts, staff mix/experience.

b. Development and submission of a unit and shift-specific staffing plan to the NSPC. This plan will be based on the needs of patients as the primary component of the staffing budget, taking into account factors including Hospital resources and finances.

16.9 Staffing Meetings. Bi-annual unit-based staffing meetings will occur on each nursing unit during the months of January and June and shall include all staff. Meeting announcements will clearly identify the meetings as “Staffing Meetings”, shall be posted at least 30 days in advance, and will be held at times intended to accommodate the regularly scheduled shifts. The unit based committee will present collected data and document staff feedback on a standardized form that will be forwarded to the NSPC prior to the end of the last day of those two months. It is the expectation that staff will identify problems and solutions.

ARTICLE 17 - EDUCATION

17.1 Nurse Responsibility. Each registered nurse is responsible for meeting individual continuing education needs and requirements.

17.2 Hospital Responsibility. Quality education continues to be recognized and encouraged by the Hospital. To enhance the current education program, the parties agree to the following:

a. The Education Resource Personnel (ERP) Committee meets on a monthly basis and is chaired by the Education Department nurse manager. This Committee is comprised of nurse educators from each nursing unit/department. The ERP Committee develops/presents/evaluates educational offerings ranging from nurse residency curriculum, skills fairs, case studies and certification review courses. Educational activities are provided at both the unit/department and hospital-wide levels.

b. Establish a continuing education fund to assist in the payment of continuing education expenses and certification examination costs. Such assistance shall be subject to the approval of the subject matters to be studied, proof of attendance, completion of

the course, and commitment to conduct an educational offering at the Hospital based upon the course material. The annual contribution to the fund will be fifty thousand dollars (\$50,000). Hospital-mandated education costs shall not be paid for from the continuing education fund. A committee shall be established to assure staff nurse input into the policies and guidelines regarding the fund disbursement. The Committee shall consist of three (3) staff nurses appointed by the Union and three (3) members appointed by management. The Committee shall report to the chief nursing executive.

17.3 Professional Meetings. Professional meetings are defined as those which enhance the clinical skills of the nurse. The Hospital will make a best effort to provide up to thirty two (32) hours a calendar year with pay to regular nurses in order to attend professional meetings, provided the request is approved by the chief nursing executive or designee for purposes of improving clinical knowledge and/or study in a different clinical area for the purpose of improved job mobility. In addition, up to forty (40) unpaid hours, without loss of benefits, may be granted for the same purposes. When the Hospital requests the registered nurse to attend a specific meeting, the additional days with pay shall be granted. Coverage of the nursing units and staffing shall be the responsibility of the Head Nurse or Supervisor. Use of professional days at the Hospital's request does not prevent a nurse from requesting professional leave to attend courses and seminars of the nurse's own choice, subject to the approval by the Hospital. The Hospital may require the nurse to provide an in-service following the nurse's return from a professional offering. Educational programs planned and implemented by the Hospital will be advertised in the Hospital. Nurses participating in mandatory education classes will be paid for time in class as time worked. Nurses may participate in optional programs on their own time in order to meet continuing education needs. Nurses required by the Hospital to attend in-service will be paid for time spent at the in-service.

17.4 Orientation. The Hospital will provide an orientation program for new nurses and in-service training programs for current staff. In-service programs will be made reasonably available to all nurses.

17.5 Tuition Reimbursement. Nurses will be eligible for tuition reimbursement as defined in the Hospital's Reimbursement Policy. This Article will be replaced by the Multi-Employer Training and Upgrading fund in January 2025.

17.6 Cross-Training. The Nursing Education Department will continue its good faith effort to provide cross-training programs for nurses who are desirous of expanding their knowledge base and nursing skills. The opportunity to cross train shall be open to all registered nurses to apply. Consideration shall be given to nurses who, in the Hospital's judgment, are more likely to be subject to low census days.

17.7 SEIU Multi-Employer Training and Upgrading Fund. Beginning in January 2025, the Employer will replace Article 17. 2 (continuing education fund) and 17.5 (tuition reimbursement) with the SEIU Multi-Employer Training and Upgrading Fund with a contribution rate of .5% for each represented nurse. SEIU agrees that one Employer Trustee representative will be selected from the leadership of MYMH.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance and a final resolution of the matter. Failure of the Hospital to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any further action necessary on the part of the nurse. The grievant may be present at each meeting at which the nurse's grievance is discussed.

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

Step 1 Nurse and Immediate Supervisor.

The nurse will first attempt to resolve the problem with the nurse's immediate supervisor within thirty (30) days after the occurrence of the event which gave rise to the grievance. The immediate supervisor will have fourteen (14) days to respond. A nurse colleague or a Union delegate may be present, if requested by the nurse.

Step 2 Nurse and CNO or CNO's Designee.

If the matter is not resolved above, the nurse shall reduce the grievance to writing and shall present same within fourteen (14) days to the CNO or CNO's designee. The CNO or CNO's designee shall meet with the nurse for the purpose of resolving the dispute. A nurse colleague or a Union delegate may be present, if requested by the nurse. The CNO or CNO's designee shall issue a written reply within fourteen (14) days following the receipt of the grievance. A grievance over a discharge may be initially presented at Step 2.

Step 3 Administrator/Designee and Union Representative.

If the matter is not resolved above, the grievance shall be referred within ten (10) days after the decision made in Step 2 in writing to the Hospital Administrator and the Union Representative who shall meet within fourteen (14) calendar days for the purpose of resolving the dispute. The Administrator or his/her designee shall render a decision in writing within fourteen (14) days of the meeting.

Step 4 Mediation.

If the matter is not resolved at Step 3, if both parties agree in writing, a mediator from FMCS shall be asked to schedule a mediation process at the earliest mutually convenient available date. The agreement for mediation must be reached within fourteen (14) days of the Union's receipt of the Step 3 decision. The purpose of the mediation is to help the parties settle the underlying grievance by mutual agreement.

Step 5 Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, either the Hospital or the Union may submit the issue in writing to arbitration within ten (10) days following the meeting between the Hospital Administrator and the Union. Within five (5) days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred 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.

Time is of the essence in the filing and processing of a grievance; however, the parties may mutually agree in writing to extend any of these time periods.

Any general supplemental or per diem nurse may use the internal steps of the grievance procedure through step 3.

ARTICLE 19 - HOSPITAL RIGHTS

The Union recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Hospital to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or

discharge nurses for just cause; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 20 - UNION RIGHTS

20.1 Union Delegates. A list of Union delegates from the bargaining unit, elected in accordance with the Union's District and National Bylaws, shall be provided to the Hospital. Such delegates will receive complaints and process grievances, provided that such activity does not interfere with the work assignment of the Union delegate or other nurses. Grievances and other Union business will be processed on break or lunch time and not in work, patient care, or visitor reception areas. Management expressly, in advance, may approve that work time be used. The parties acknowledge the general proposition that Union business performed by the Union delegate, representative, and nurses, including the investigation of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shift). The Hospital will recognize up to eight (8) Union delegates, but not more than one (1) from each Hospital Nursing Unit. The Union will supply the Hospital's CCO with the names of the Union delegates and shall keep the list current. Subject to appropriate advance notice, schedule and staffing requirements, Union officers and delegates (not to exceed a total of eight [8] nurses) may use eight (8) hours per calendar year of their educational/professional leave time to attend Union sponsored training in leadership, representation and dispute resolution.

20.2 Negotiations. Where MYM has received appropriate advance notice, the hospital will reasonably attempt to assist members of the SEIU Negotiating Team to be relieved of patient care duties to attend contract negotiation meetings for their particular bargaining unit, provided that such relief does not create overtime. Members of the team shall notify management of the need for such relief as early as possible. Time spent on contract negotiations by employees is understood not to be time worked for, nor will it be compensated by MYM. Such time may be taken as accrued PTO time personal leave, or unpaid time off.

20.3 Union's Executive Board. A good faith effort shall be made to schedule off a Union delegate or nurse who serves on the Union's Executive Board so that the nurse may attend designated meetings. Requests for such scheduling must be made prior to the schedule being made up and posted.

20.4 Meeting Rooms. In accordance with Hospital policy, the Union shall be permitted to use designated premises of the Hospital for educational and business meetings of the local unit, with or without Union staff present, provided no more than four (4) weeks' advance request for meeting facilities is made to a designated administrator and space is available.

20.5 Bulletin Board. The Hospital shall provide bulletin board space for use by the nurses of each unit. The bulletin board space shall be used for posting Union meeting announcements and educational announcements. The Union agrees to limit the posting of Union materials to the designated bulletin boards. It is the responsibility of the Union delegates as defined in Section 18.1 to ensure compliance with this Article.

20.6 New Employee Orientation. Delegates/Officers (or designees) may meet with new employees at a time and location scheduled as part of the Employer's new employee orientation program to introduce employees to the Union and the Union contract. The Union shall provide a copy of the Collective Bargaining Agreement to the employee at the orientation. The meeting shall not exceed fifteen (15) minutes in duration and shall be on paid time for the new employee. Employer representatives shall not present during the Union's fifteen minute presentation.

ARTICLE 21 - UNION, NURSE, AND HOSPITAL RESPONSIBILITIES

21.1 Quality Patient Care. The Union and the Hospital agree to encourage the nurses covered by this Agreement to perform efficient work and service; to encourage each nurse to advance her professional growth, to avoid and discourage waste of materials, time, and manpower; and to work together to promote and advance the delivery of quality patient care continuously.

21.2 No Strike/No Lockout. The Hospital and the Union, realizing that a hospital is different in its operation from industries because of the type of service rendered to the community, and for humanitarian purposes, agree that there shall be no lock-outs on the part of the Hospital nor suspension of work on the part of the nurses, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, picketing, lock-outs, sympathetic strikes, sympathetic picketing, work stoppages, or work slowdowns, and that all disputes will be settled as hereinafter provided.

21.3 Violation of Agreement. In the event of any violation of the terms of this Agreement, the responsible and authorized representative of the Union or the Hospital, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.

ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY

Neither the Hospital nor the Union will discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of but not limited to race, color, religion, handicap, national origin, age, or sex, to the extent provided by law.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

23.1 The Hospital will maintain a safe and healthful work place in compliance with all federal, state and local laws applicable to the safety and health of its nurses.

23.2 Membership on the Hospital's Safety Committee shall include three (3) staff nurses selected by the nurses. The Hospital's Safety Committee will continue to review and

evaluate medical devices that reduce or prevent needlestick injuries. The Committee's evaluation of needlestick prevention products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations.

23.3 The Hospital shall provide adequate orientation, training and education for nurses who may be routinely exposed to potentially-hazardous substances and harmful biological and/or physical agents in their jobs.

23.4 Nurses assigned to locations where exposure to ionizing radiation is hazardous, as determined by the Radiation Safety Committee, shall be issued a film badge or similar detection device. The Hospital will maintain records of the nurse's exposure.

23.5 Prevention of Musculoskeletal Injuries. The parties recognize that back and musculoskeletal injuries are a major occupational hazard to healthcare workers. In the interest of prevention, the Safety Committee will discuss appropriate ways to identify means for preventing such injuries.

ARTICLE 24 - SUBCONTRACTING AND SUCCESSORS

24.1 Subcontracting. The Hospital agrees to give the Union at least thirty (30) days' advance written notice prior to subcontracting, absent exigent circumstances. Upon request, the Hospital will meet with the Union to bargain the effects of any such decision and provide all information requested and legally required to be furnished. At the time of ratification of this Agreement, it is understood that no member of the Hospital's bargaining team is aware of any plan to subcontract bargaining unit work.

24.2 Successors. The Hospital will notify any legal successor about this Agreement, and encourage any such successor to adopt the Agreement.

ARTICLE 25 - EFFECTIVE DATE AND DURATION OF THE AGREEMENT

This Agreement shall be effective upon ratification (March 15, 2024) and shall continue in effect until January 1, 2026 and shall continue in full force and effect from year to year thereafter unless notice has been given in writing, ninety (90) days prior to January 1, 2026, or any anniversary date thereafter by either party, that this Agreement is to be amended or terminated.

Agreed this ^{13th} day of August, 2024


Tammy K. Bayle

MULTICARE YAKIMA MEMORIAL
HOSPITAL



SEIU HEALTHCARE 1199NW
Jane Hopkins RN, President

Yakima Valley Memorial Hospital



Jaime Wagner
Cath Lab BSN, RN



Trish Bowman
3EW BSN, RN



Deshawn Oursland
NSL Phlebotomist



Yudith Webber
2EW RN



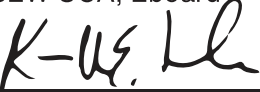
Renée Bauer
RN Ridgeview



Amber Cox
L&D BSN, RN



Alice Westphal
3EW UCA, Eboard



Karen M. Arreola
2EW BSN, RN



Kaiden Swan
ED tech



Mariela Mendoza
2NW Critical Care Tech



Raul Lopez
Lead negotiator



Brenda Ponce
Organizer



August Morigeau
Organizer

AGREEMENT

between

MULTICARE YAKIMA MEMORIAL HOSPITAL

and

SEIU HEALTHCARE 1199NW

HOME CARE NURSES

The Employment Agreement between MultiCare Yakima Memorial Hospital and SEIU Healthcare 1199NW, shall apply to home care nurses (within Home Health, Hospice, Infusion Care, Maternal Health Services, and Children's Village) employed by the Hospital with the following modifications:

1. Mileage. Home care nurses shall be reimbursed for business use of their personal automobiles at the prevailing rate authorized by the Internal Revenue Service (IRS). Any change in this rate shall be effective the date of publication by the IRS in the Federal Register.
2. Towing. The Hospital shall be responsible for costs related to emergency roadside and towing services during working time. The Hospital will designate the authorized towing/roadside service firm(s) to be utilized.
3. Standby. Home care nurses on standby who respond to a telephone call from a patient which results in a home visit to the patient by the nurse will consider the telephone call as part of the visit for pay purposes. Compensation for a nurse on standby who leaves his/her residence for a patient visit shall be in accordance with Section 8.3 (Callback). Phone calls received by home care nurses on standby which do not result in a visit shall be logged and paid for at time and one-half (1 1/2) for all the time worked with a fifteen (15) minute minimum. After Workday go live, phone calls will be paid based on actual time worked.
4. Seniority. For those nurses in Home Health that were hired on April 1, 1994, from the Yakima Health District, a seniority list recognizing prior service with the Health District will apply (most senior to least senior) for purposes of Section 5.3 (Layoff).
5. Innovative Work Schedules. Innovative work schedules may include a written waiver of daily overtime, with overtime paid for work after forty (40) hours in a week. This provision excludes nurses within Infusion Care.

MULTICARE YAKIMA MEMORIAL HOSPITAL

Letter of Intent No. 1

1. Additional Free-Float Staff. Pending the availability to recruit, the Hospital will provide one free-float RN on a 24/7 basis.
2. Lift Team. The Hospital will continue to provide a Lift Team.
3. Incentive for Additional Hours. Management will develop and maintain mechanism(s) for encouraging staff nurses to work additional shifts which are above their assigned FTE's. It is understood that the following mechanism shall be in place:

The initial effort to cover core staffing holes will be through the use of staff who are less than full-time, covering those holes at the regular rates of pay. In situations where it is not possible to cover core staffing in this manner, full-time (and 0.9 FTE innovative shift) and part-time nurses will be offered one and one-half (1 ½) times the regular rate of pay plus \$5.00 per hour for all hours worked above their FTE if the following criteria are all met:

1. The hours are to fill one of the following: (a) a core staffing hole prior to posting the schedule; (b) a hole that becomes apparent after the schedule is posted with all core staffing filled and there is notification of an unexpected, prolonged absence of a staff member; or (c) a hole caused by a last minute crisis staffing situation such as sick calls or a sudden increase in census.
2. The Nurse works the complete assigned FTE (including low census hours or jury duty hours) for that pay period. Use of paid leave negates incentive pay, except for when supplementing low census.
3. Mandatory call requirements for the Nurse's unit are met.
4. Benefits will not accrue on incentive hours.
5. The Nurse will notify the Nurse Manager of all incentive shifts for the pay period, for purposes of documentation in the Kronos system.
6. The Nurse is responsible for completing all incentive shifts after signing up or must find a replacement.
7. Nurses working incentive hours will not be required to take low census.
8. At a minimum, any scheduled hours picked up by full or part time nurses within 24 hours of a vacant hole will be paid as incentive hours.

Management reserves the right to discontinue or reinstate the incentive plan, depending upon facts and circumstances of the overall staffing availability and affordability of the plan, with prior notice to the nurses and before the next posted schedule.

In order to best preserve Hospital resources and avoid potential cutbacks, overtime should be limited whenever possible through all means available.

5. Vacation Cash Out. Until Workday goes live, eligible nurses may cash out accrued vacation on the following terms.
 1. Eligible nurses must have twelve (12) months consecutive employment with a minimum of 40 hours of vacation remaining in their account.
 2. Eligible nurses can cash out up to 40 hours per calendar year.
 3. To request cash out, nurses must complete a MYMH form and forward it to Human Resources. There will only be one cash-out available per year per nurse.
 4. Human Resources will verify eligibility. An eligible nurse will receive vacation pay on the next regularly scheduled pay day.
 5. Vacation pay is taxed as regular income.
 6. A nurse cannot submit a cash-out of vacation after announcing their resignation.

This language will no longer apply after Workday go live and will instead defer to the Cash Out Policy.

6. MYMH Medical Expenses. Effective upon ratification, employees covered under MYMH insurance plans who have outstanding balances to the Hospital or MYMH Physicians will be offered payment plans upon request. Employees who comply with the agreed upon payment plan will not be subject to collections or garnishment. The Hospital will make a good faith effort to contact employees before submitting bills to collection or garnishment. If an employee is already in collections or being garnished, the employees must work directly with the collection agency on an agreed upon payment plan, but will continue to be eligible for the Hospital's charity care policy according to Washington State law.
7. Grievance and ULP withdrawals: All ULPs will be immediately withdrawn following ratification. The Hospital Discount grievance will be withdrawn following ratification. The three contract interpretation grievances (Borjas, Fontaine and Hospital Exposure) will be mediated in a one day mediation with FMCS. The parties will make good faith efforts to resolve each grievance. If not resolved in mediation, either party may advance any of the three mediated grievances to arbitration within seven days of the failed mediation.
8. SANE Nurses: The Hospital and the Union desire to encourage more nurses to attend and complete SANE training. The Hospital will create a committee to study the practices and make recommendations within thirty days of ratification.
9. PTO/Vacation and Holiday Transition: Up to ninety days before Workday go live, employees may request a one-time payment accrued vacation and holiday hours provided

they keep a combined minimum of eighty hour in their bank. When Workday goes live, all current vacation and holiday hours as of the Workday transition will be carried over to their new PTO account and banked regardless of the accrual caps. No employee will lose hours that were duly transitioned at the time of Workday go live in accordance with this Article.

10. Sick leave conversion: At the time of Workday conversion, current sick leave will be converted to the appropriate bank as outlined in the accrual tables in Article 12.13. Non-protected sick leave in excess of the 524 hour cap for the Sick-Regular Bank will roll over to the Sick-WA Sick Leave Bank.
11. Ratification Bonus: Each employee who worked at least 1,560 hours (equivalent of .75 FTE) in 2023, and is employed on the date the ratification bonus is paid, is eligible to receive a ratification bonus of seven thousand dollars (\$7,000) less required withholdings.

Each employee who worked less than 1,560 hours (equivalent of .75 FTE) in 2023, and is employed on the date the ratification bonus is paid, is eligible to receive a ratification bonus of three thousand and five hundred dollars (\$3,500) less required withholdings.

The ratification bonus will be paid within two full pay periods of ratification.

Retention Bonus 2025:

Nurses who (1) qualified for the ratification bonus, (2) remained continuously employed working at least 1,560 hours in 2024, and (3) are still employed when the retention bonus is paid in May 2025, will receive a retention bonus in the amount of three thousand dollars (less required withholding) effective the first full pay period in May 2025.

Nurses who (1) qualified for the ratification bonus, (2) remained continuously employed working less than 1,560 hours in 2024, and (3) are still employed when the retention bonus is paid in May 2025, will receive a retention bonus in the amount of one thousand and five hundred dollars (\$1,500) (less required withholding) effective the first full pay period in May 2025.

EXHIBIT A-

CBA Step	Ulti Step	2023
Base	Step 1	\$38.40
Step 1	Step 2	\$39.56
Step 2	Step 3	\$40.74
Step 3	Step 4	\$41.97
Step 4	Step 5	\$43.23
Step 5	Step 6	\$44.52
Step 6	Step 7	\$45.86
Step 7	Step 8	\$47.23
Step 8	Step 9	\$48.65
Step 9	Step 10	\$50.11
Step 10	Step 11	\$51.61
Step 11	Step 12	\$52.65
Step 12	Step 13	\$53.70
Step 13	Step 14	\$54.77
Step 14	Step 15	\$55.87
Step 15	Step 16	\$56.98
Step 16	Step 17	\$58.12
Step 17	Step 18	\$59.29
Step 18	Step 19	\$60.47
Step 19	Step 20	\$61.68
Step 20	Step 21	\$62.92
Step 21	Step 22	\$63.55
Step 22	Step 23	\$64.18
Step 23	Step 24	\$64.82
Step 24	Step 25	\$65.47
Step 25	Step 26	\$66.13
Step 26	Step 27	\$66.79
Step 27	Step 28	\$67.45
Step 28	Step 29	\$68.13
Step 29	Step 30	\$68.81
Step 30	Step 31	\$69.50

CBA Step	Ulti Step	2024
Base	Step 1	\$40.33
Step 1	Step 2	\$41.53
Step 2	Step 3	\$42.78
Step 3	Step 4	\$44.06
Step 4	Step 5	\$45.39
Step 5	Step 6	\$46.75
Step 6	Step 7	\$48.15
Step 7	Step 8	\$49.59
Step 8	Step 9	\$51.08
Step 9	Step 10	\$52.62
Step 10	Step 11	\$54.19
Step 11	Step 12	\$55.28
Step 12	Step 13	\$56.38
Step 13	Step 14	\$57.51
Step 14	Step 15	\$58.66
Step 15	Step 16	\$59.83
Step 16	Step 17	\$61.03
Step 17	Step 18	\$62.25
Step 18	Step 19	\$63.50
Step 19	Step 20	\$64.77
Step 20	Step 21	\$66.06
Step 21	Step 22	\$66.72
Step 22	Step 23	\$67.39
Step 23	Step 24	\$68.06
Step 24	Step 25	\$68.74
Step 25	Step 26	\$69.43
Step 26	Step 27	\$70.13
Step 27	Step 28	\$70.83
Step 28	Step 29	\$71.54
Step 29	Step 30	\$72.25
Step 30	Step 31	\$72.97

CBA Step	Ulti Step	2025
Base	Step 1	\$41.94
Step 1	Step 2	\$43.19
Step 2	Step 3	\$44.49
Step 3	Step 4	\$45.82
Step 4	Step 5	\$47.21
Step 5	Step 6	\$48.62
Step 6	Step 7	\$50.08
Step 7	Step 8	\$51.57
Step 8	Step 9	\$53.12
Step 9	Step 10	\$54.72
Step 10	Step 11	\$56.36
Step 11	Step 12	\$57.49
Step 12	Step 13	\$58.64
Step 13	Step 14	\$59.81
Step 14	Step 15	\$61.01
Step 15	Step 16	\$62.22
Step 16	Step 17	\$63.47
Step 17	Step 18	\$64.74
Step 18	Step 19	\$66.04
Step 19	Step 20	\$67.36
Step 20	Step 21	\$68.70
Step 21	Step 22	\$69.39
Step 22	Step 23	\$70.09
Step 23	Step 24	\$70.78
Step 24	Step 25	\$71.49
Step 25	Step 26	\$72.21
Step 26	Step 27	\$72.94
Step 27	Step 28	\$73.66
Step 28	Step 29	\$74.40
Step 29	Step 30	\$75.14
Step 30	Step 31	\$75.89

