

**Agreement  
by and between  
UFCW 3000  
and  
Lourdes Medical Center**

**RN Unit**

Effective: 1/1/2022 - 1/1/2025

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

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

### **Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:**

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action. **Call the Member Resource Center at: 206-436-6570**

## TABLE OF CONTENTS

<b>ARTICLE 1 – RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 2 – MANAGEMENT RIGHTS.....</b>	<b>1</b>
<b>ARTICLE 3 – UNION MEMBERSHIP .....</b>	<b>2</b>
<b>3.1 Membership .....</b>	<b>2</b>
<b>3.2 Dues Deduction.....</b>	<b>2</b>
<b>3.3 Bargaining Unit Roster.....</b>	<b>3</b>
<b>3.4 Voluntary Political Action Fund Deductions .....</b>	<b>3</b>
<b>ARTICLE 4 – UNION REPRESENTATION .....</b>	<b>3</b>
<b>4.1 Access to Premises .....</b>	<b>3</b>
<b>4.2 Bargaining Unit Representative .....</b>	<b>3</b>
<b>4.3 Bulletin Board.....</b>	<b>4</b>
<b>4.4 Contract .....</b>	<b>4</b>
<b>4.5 Meeting Rooms.....</b>	<b>4</b>
<b>4.6 Negotiations .....</b>	<b>4</b>
<b>4.7 New Employee Orientation.....</b>	<b>4</b>
<b>ARTICLE 5 – DEFINITIONS .....</b>	<b>4</b>
<b>5.1 General Duty Staff Nurse.....</b>	<b>4</b>
<b>5.2 Regular Full-Time Nurse .....</b>	<b>4</b>
<b>5.3 Regular Part-Time Nurse.....</b>	<b>5</b>
<b>5.4 Probationary Period.....</b>	<b>5</b>
<b>5.5 PRN Nurse .....</b>	<b>5</b>
<b>5.6 Charge Nurse .....</b>	<b>5</b>
<b>5.7 Preceptor.....</b>	<b>6</b>
<b>5.8 Straight Time Rate of Pay.....</b>	<b>6</b>
<b>5.9 Regular Rate of Pay.....</b>	<b>6</b>
<b>5.10 Length of Service.....</b>	<b>6</b>
<b>5.11 House Request .....</b>	<b>6</b>
<b>5.12 Low Census.....</b>	<b>7</b>
<b>5.13 On-Call.....</b>	<b>7</b>
<b>ARTICLE 6 – EMPLOYMENT PRACTICES.....</b>	<b>7</b>
<b>6.1 Equal Opportunity and Harassment-Free Work Environment.....</b>	<b>7</b>
<b>6.2 Notice of Resignation.....</b>	<b>7</b>
<b>6.3 Notice of Termination .....</b>	<b>7</b>
<b>6.4 Discipline and Discharge.....</b>	<b>7</b>
<b>6.5 Position Abandonment .....</b>	<b>8</b>
<b>6.6 Evaluations .....</b>	<b>8</b>
<b>6.7 Personnel Files.....</b>	<b>8</b>
<b>6.8 Floating.....</b>	<b>8</b>
<b>6.9 Safety Procedures .....</b>	<b>9</b>
<b>ARTICLE 7 – SENIORITY.....</b>	<b>9</b>
<b>7.1 Definition.....</b>	<b>9</b>

7.2	Loss of Seniority .....	10
7.3	Layoff.....	10
7.4	Recall.....	11
7.5	Job Opening .....	11
7.6	House Request and Low Census.....	11
7.7	Report Pay .....	12
<b>ARTICLE 8 – HOURS OF WORK AND OVERTIME.....</b>		<b>12</b>
8.1	Work Day.....	12
8.2	Work Period.....	12
8.3	Meal/Rest Periods .....	12
8.4	Overtime .....	13
8.5	No Pyramiding.....	13
8.6	Alternative Work Schedules.....	13
8.7	Posted Work Schedules .....	13
8.8	Shift Rotation.....	14
8.9	Weekends .....	14
8.10	Additional Hours.....	14
8.11	Rest Between Shifts .....	14
8.12	Work in Advance of Shift.....	15
<b>ARTICLE 9 – COMPENSATION .....</b>		<b>15</b>
9.1	Wage Rates .....	15
9.2	Compensation Increases.....	15
9.3	Longevity Steps.....	15
9.4	Recognition for Experience .....	16
<b>ARTICLE 10 – PREMIUM PAY .....</b>		<b>16</b>
10.1	Shift Differential.....	16
10.2	On-Call.....	16
10.3	Low Census/Standby.....	16
10.4	Temporary Assignment to Higher Position .....	16
10.5	BSN and Certification Pay.....	17
10.6	Weekend Differential Pay .....	17
10.7	Charge Nurse Premium.....	17
10.8	Preceptor Pay.....	17
10.9	Work on Day Off.....	17
<b>ARTICLE 11 – PAID TIME OFF .....</b>		<b>17</b>
11.1	.....	17
11.2	.....	17
11.3	.....	18
11.4	Variations.....	18
11.5	PTO Accrual Rates.....	19
11.6	Changes to PTO .....	19
11.7	PTO Donation.....	19
<b>ARTICLE 12 – HOLIDAYS .....</b>		<b>19</b>
12.1	Recognized Holidays .....	19

12.2	Work on Holidays .....	19
12.3	Holiday Rotation .....	20
ARTICLE 13 – MEDICAL AND INSURANCE.....		20
13.1	Group Medical/Dental Insurance.....	20
13.2	Plan Changes.....	20
13.3	Health Tests.....	20
13.4	Liability Coverage .....	21
ARTICLE 14 – LEAVE OF ABSENCE .....		21
14.1	Administration of Leaves .....	21
14.2	Maternity Leave .....	21
14.3	Family Leave Act (FLA) – Washington State RCW 49.78.....	22
14.4	Family and Medical Leave Act (FMLA) .....	22
14.5	Disability Leave .....	22
14.6	Personal Leaves .....	22
14.7	Jury Duty .....	22
14.8	Bereavement Leave.....	23
14.9	Military Leave .....	23
ARTICLE 15 – COMMITTEES .....		23
15.1	Nursing Staffing Committee.....	23
ARTICLE 16 – STAFF DEVELOPMENT .....		23
16.1	Orientation .....	23
16.2	Orientation Objectives.....	23
16.3	Inservice Education .....	23
16.4	Continuing Education.....	24
16.5	Unpaid Professional/Educational Leave.....	25
16.6	Tuition Reimbursement.....	25
ARTICLE 17 – GRIEVANCE PROCEDURE.....		25
17.1	Grievance Defined .....	25
17.2	Time Limits .....	25
17.3	Grievance Procedure.....	26
17.4	.....	27
17.5	Union Grievance.....	27
17.6	Mediation .....	27
17.7	Termination.....	28
ARTICLE 18 – UNINTERRUPTED PATIENT CARE.....		28
18.1	No Strike .....	28
18.2	Lockout.....	28
ARTICLE 19 – GENERAL PROVISIONS.....		28
19.1	State and Federal Laws .....	28
19.2	Past Practices .....	29
ARTICLE 20 – DURATION.....		29
ADDENDUM A.....		30

<b>ADDENDUM B</b> .....	<b>31</b>
<b>ADDENDUM C</b> .....	<b>32</b>
<b>ADDENDUM D</b> .....	<b>33</b>
<b>ADDENDUM E</b> .....	<b>34</b>
<b>ADDENDUM F</b> .....	<b>35</b>
<b>ADDENDUM G</b> .....	<b>36</b>

This Agreement is made and entered into by and between Lourdes Medical Center (hereinafter referred to as the “Medical Center,” the “Hospital,” or the “Employer”) and United Food and Commercial Workers or UFCW Local 21 (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

## **ARTICLE 1 – RECOGNITION**

**1.1** The Employer recognizes the Union as the exclusive collective bargaining representative for resident nurses, general duty staff nurses and per diem nurses employed by the Employer excluding supervisory, administrative/management positions and all other employees.

**1.2** The Employer shall inform any legal successor that there is a Collective Bargaining Agreement in place and shall encourage the successor to honor that Collective Bargaining Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement. Without in any manner limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to discipline and discharge for just cause, determine and re-determine the composition of its work force (including the mix of employees required and the composition of its work force and the mix of employees required and the composition of work teams); to determine the number of employees required and its staffing requirement and criteria; the right to determine and require standards of clinical performance and to determine the competency of employees; to direct employees and to determine job assignments, to determine the working schedules; assign overtime and place employees on stand-by as needed to assure availability in emergency situations in accordance with departmental expectations; to determine whether the whole or any part of the operation shall continue to operate and whether and what work will be performed by employees of the Employer who are employed under this Agreement, or assigned to employees outside this bargaining unit (including supervisors); to implement changes in operational methods, procedures, policies and rules; and to determine the kind and location of its facilities and equipment and where its services will be performed. The matters set forth herein shall not be subject to Arbitration. All matters not covered under the provision of this Agreement shall be administered by the Employer on a unilateral basis.

**2.1** In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union thirty (30) days’ advance written notice. During this notice period, the Employer and the Union will meet to negotiate and discuss alternatives to contracting out the work. The use of temporary staffing, such as agency or traveler staffing, will not be construed as contracting unit work.

## **ARTICLE 3 – UNION MEMBERSHIP**

### **3.1 Membership**

All employees working under this Agreement on its effective date who are then members of the Union, and all employees who voluntarily become members of the Union during their employment by the Employer shall remain in good standing for the life of the Agreement. Failure to comply with this condition shall, upon the written request (by certified mail) of the Union, result in the discharge of the employee as of the last day of the payroll period in which the certified mail is received.

All employees hired after the effective date of this Agreement shall have thirty (30) calendar days from the date of employment in which to give written notice by certified mail to the Union and Lourdes Medical Center Human Resources of their intention not to join the Union (such notice must be postmarked within 30 calendar days of employment). In the event the newly employed employee fails to exercise the foregoing option within thirty (30) calendar days, then that employee shall be required to become and remain a Union member in good standing within sixty (60) calendar days from the day of employment. An employee failing to achieve and maintain membership in good standing in the Union after the waiver of this option and the passing of sixty (60) calendar days shall, at the written request (by certified mail) of the Union, be terminated as of the last day of the payroll period in which the certified mail is received.

The requirement to join and remain a member in good standing shall be satisfied by the payment of regular initiation fees and dues uniformly applied to other members of the Union for the class of membership appropriate to employees in the bargaining unit.

The Union shall notify the Employer in writing (by certified mail) of the failure of any employee to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Union until at least seven (7) calendar days after the sending of the aforementioned notice.

Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request termination of such employee as outlined herein.

**3.1.1** Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. In the alternative, the nurse shall be required to pay a monthly amount equal to the Union membership fee to a non-religious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code. This alternative must be declared in writing by the nurse.

### **3.2 Dues Deduction**

During the term of this Agreement, the Employer shall deduct Union dues only from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union,



the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

### **3.3 Bargaining Unit Roster**

Monthly, the Employer shall provide the Union with a list of names, Social Security numbers, addresses, phone numbers, hire dates, and hourly rates of pay for those employees covered by this Agreement in an electronic file in a mutually agreed upon format. Subject to the following sentence, the Employer will continue to report the additional information as presently provided. If the Employer's systems and processes provide administrative challenges to providing the foregoing information, the Union will meet to confer with the Employer and work through mutually agreeable solutions. The Employer will also provide the Union with a listing of new hires, terminations, or employees who transferred into or out of the bargaining unit during the preceding month including names and addresses.

### **3.4 Voluntary Political Action Fund Deductions**

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

## **ARTICLE 4 – UNION REPRESENTATION**

### **4.1 Access to Premises**

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Director of Human Resources or designee. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital.

### **4.2 Bargaining Unit Representative**

The Union shall have the right to select nurses from the bargaining unit to function as Bargaining Unit Representatives. The Bargaining Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and the nurse's scope of authority. The investigation of grievances and other Union business shall only be conducted during non-working times, and shall not interfere with patient care or the work of other employees.

### **4.3 Bulletin Board**

Designated bulletin board space in each nurses' lounge shall be provided for the posting of nursing meetings, announcements and material pertaining to the professional practice of nursing. All materials, prior to posting, must be initialed by the Bargaining Unit Representative or designee and the Human Resources Director or designee.

### **4.4 Contract**

The Employer shall distribute a copy of this Agreement, including cover letter and payroll deduction card, to each nurse presently employed and to all newly hired nurses at time of hire. The cost of printing the Agreement shall be borne by the Union.

### **4.5 Meeting Rooms**

The Union may use Medical Center facilities for meetings of the Local Unit providing the request is made at least two (2) weeks in advance to the Director of Human Resources or designee and space is available. The Union shall be subject to the same policies and conditions applicable to other outside organizations, and the Union agrees that it will not conduct meetings elsewhere within the Medical Center.

### **4.6 Negotiations**

Upon providing adequate written notification to the Employer, and subject to patient care requirements and the needs of the employee's department as determined by the nurse's department director or supervisor, negotiating team members will be given unpaid release time for joint contract negotiations with the Employer. The Employer will make reasonable effort to provide unpaid release time for said nurses for the purpose of joint negotiations of the Agreement, up to one (1) nurse per department.

### **4.7 New Employee Orientation**

One bargaining union representative may meet with new registered nurses during new hire orientation on released unpaid time, at a designated time at the conclusion of new hire orientation, to introduce the new employee to the Union and the Union contract. The meeting shall not exceed thirty (30) minutes in duration and shall be on unpaid time for the new employee. If any bargaining unit employees are attending orientation, the Employer will provide a list to the Union via electronic mail (including their name, job classification and department) before orientation. The list will be provided no later than noon on the Friday before the next week's orientation.

## **ARTICLE 5 – DEFINITIONS**

### **5.1 General Duty Staff Nurse**

A general duty staff nurse is a registered nurse who is responsible for the direct and/or indirect nursing care of the patient.

### **5.2 Regular Full-Time Nurse**

A regular full-time employee is an employee who is scheduled to work a minimum of seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, full-time benefits will be offered to employees who are regularly scheduled to work a minimum of sixty (60) hours per fourteen (14) day pay period.

### **5.3 Regular Part-Time Nurse**

A regular part-time employee is an employee who is scheduled to work less than seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, part-time benefits will be offered to employees who are regularly scheduled to work a minimum of forty (40) hours per fourteen (14) day pay period.

### **5.4 Probationary Period**

The first five hundred twenty (520) hours of employment shall be a probationary period for all nurses. Upon successful completion of this period, the nurse shall be considered a regular nurse unless specifically advised in writing by the Employer of an extended probationary period not to exceed an additional three hundred sixty (360) hours in duration. During the probationary period, a nurse may be disciplined or discharged without cause or notice and without recourse to the grievance procedure. Employees subject to an extended probationary period may access sick leave and shall be eligible for medical/dental insurance coverage subject to specific plan eligibility requirements.

### **5.5 PRN Nurse**

A non-regularly scheduled nurse who works during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or nurse absenteeism. PRN nurses shall not accrue seniority. Regularly scheduled full-time and part-time nurses who change to PRN status and subsequently return within one (1) year shall have seniority and PTO accruals previously earned as a regularly scheduled full-time or part-time nurse reinstated excluding the time spent on PRN status.

**5.5.1 PRN Work Requirements.** PRN Nurses shall, if needed, work at least two (2) shifts per month which may include a weekend. In addition, if needed they shall work two (2) holidays per year, one of which will be Memorial Day, Fourth of July or Labor Day and another will be Thanksgiving Day, Christmas Day, New Year's Day or President's Day. A PRN Nurse who fails to comply with these requirements may be terminated from employment.

**5.5.2 PRN (Per Diem) Salary.** PRN (per diem) nurses shall receive a fifteen percent (15%) premium, in lieu of benefits, above their appropriate rate of pay based upon past experience (Section 9.4) or their prior rate of pay as a regularly scheduled full-time or part-time nurse. A PRN nurse reclassified to regular status shall be given credit for all previous hours worked while classified as per diem for the purpose of determining longevity steps.

**5.5.3 Premium Pay Eligibility.** PRN nurses are not eligible for any benefit compensation, except Low Census pay, temporary assignment to a higher position, charge nurse, shift differential pay, holiday pay at time and one-half (1-1/2) if worked, on-call/call-back and the weekend differential.

### **5.6 Charge Nurse**

A nurse who is assigned by Nursing Administration, specified responsibilities for a designated shift on a hospital unit. It shall be the Employer's prerogative to determine whether or not there will be a charge nurse on any particular unit. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

## **5.7 Preceptor**

A Preceptor is a regular full-time or part-time nurse who is assigned by the Unit Director the specific responsibility for planning, organizing, teaching, and evaluating the new skill development of extern students, new hires or internal transfers requiring additional skills acquisition or Nurses returning to work with a gap in nursing experience in an approved nursing preceptor program. A Preceptor normally will not have more than one (1) nurse assigned at a time. A Preceptor or Relief Preceptor will be assigned to a designated nurse on a consistent basis until the preceptee has successfully completed their rotation, or until the Unit Director and the Preceptor has determined that the nurse is able to function with minimal guidance and support. If in the judgment of the Unit Director an orienting nurse requires strong assistance, guidance, and support beyond that which is normally required for an orienting nurse, the Unit Director may assign a Preceptor to that orienting nurse. Nurses assigned as a Preceptor will have these additional responsibilities considered in their work assignments. Eligibility for Preceptor pay will be determined by the CNO or designee. Preceptors shall receive training pursuant to a formal Preceptor Training Program that includes, but is not limited to: the Preceptor's and learner's and Responsibilities, and training in Adult Learning principles and how to apply those principles. Employer will develop the program within six (6) months of ratification of this Agreement. Preceptors are expected to meet the roles and responsibilities of the Preceptor as defined by the Hospital. It is understood that staff nurses during the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses, including providing of informational assistance, support and guidance, and that this shall not be deemed working as a Preceptor and shall not qualify for additional compensation.

## **5.8 Straight Time Rate of Pay**

The straight time rate of pay shall be the base hourly rate, excluding any premium pay, overtime or differential.

## **5.9 Regular Rate of Pay**

The regular rate of pay shall be defined to include the nurse's hourly wage rate, BSN and certification pay, shift differential when the nurse is assigned to work an evening or night shift, and the per diem nurse wage premium.

## **5.10 Length of Service**

For purposes of this Agreement and the method of accruing benefits and seniority, a month shall be defined as 173.3 compensated hours and a year shall be defined as two thousand eighty (2,080) compensated hours to a maximum of two thousand eighty (2,080) compensated hours per year. Hours compensated shall include all actual hours worked and all hours paid for but not worked, exclusive of on-call/call-back and report pay.

## **5.11 House Request**

House Request is unpaid hours and occurs when a nurse is not needed due up to a one-shift reduction in force. There is no obligation to the nurse to complete any part of the remainder of the regularly scheduled shift.

## **5.12 Low Census**

Low Census hours are paid hours (see Section 10.3) and occurs when a nurse is regularly scheduled to work and Hospital census is low. Nurse is required to be available via phone.

**5.12.1 Call-In.** Call-in is paid hours (see Section 10.3) and occurs when a nurse has been placed on Low Census and is called to work during the nurse's regular shift.

## **5.13 On-Call**

On-call hours are paid hours (see Section 10.2) and do not begin until the completion of the nurse's regularly scheduled shift or any earlier release.

**5.13.1 Call-Back.** Call-back hours are paid hours (see Section 10.2.1) when a nurse who has been placed on-call is called back to work outside the nurse's regularly scheduled shift or any earlier release.

# **ARTICLE 6 – EMPLOYMENT PRACTICES**

## **6.1 Equal Opportunity and Harassment-Free Work Environment**

**6.1.1** The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination and equal opportunity, and requiring employers to establish and maintain a harassment-free workplace.

**6.1.2** A nurse who is subject to, witnesses or suspects any violations of Section 6.1.1 shall immediately report the matter directly to the supervisor. A nurse who is uncomfortable doing so, regardless of the reason, must report the matter to Human Resources. Alternatively, the nurse may report the matter to any shop steward or the Union representative who in turn shall immediately report the matter to the Employer's Director of Human Resources so that the Employer can discharge its legal obligation to timely conduct an appropriate investigation.

## **6.2 Notice of Resignation**

All nurses are strongly encouraged to give at least four (4) weeks' notice of resignation to their appropriate supervisor, but in no event shall a nurse give less than twenty-one (21) calendar days' written notice of resignation. Failure to give notice shall result in loss of accrued Paid Time Off (PTO) pay. The Employer will give consideration to emergency situations that would make such notice by the nurse impossible.

## **6.3 Notice of Termination**

Nurses who have completed the required probationary period shall receive twenty-one (21) calendar days' notice of termination or pay (prorated for part-time nurses) in lieu thereof including any accrued Paid Time Off (PTO) benefits, except in cases of discharge for just cause. All nurses will be offered the opportunity for an exit interview upon termination or resignation.

## **6.4 Discipline and Discharge**

No regular full-time or part-time nurse shall be disciplined or discharged except for just cause.

“Just cause” shall be defined to include the concept of progressive discipline (such as verbal and/or written reprimands and the possibility of suspension without pay). The concept of progressive discipline shall not be interpreted to require the Employer to go through any specific number of steps (or in any particular order). A copy of all written disciplinary actions shall be given to the nurse. The nurse shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the Employer believes that the nature of the offense requires written warning, suspension and/or discharge. A nurse may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.

## **6.5 Position Abandonment**

Except in circumstances clearly beyond the nurse’s control, a nurse who has two (2) no-call, no-show violations, consecutive or cumulative, under the Employer’s policy, in any twelve (12) month period, will be considered to have abandoned the position. A notice of presumption of abandonment will be sent by first-class mail to the last address reflected in the nurse’s personnel file within ten (10) calendar days thereafter, with a copy to the Union.

## **6.6 Evaluations**

All nurses will be formally evaluated in writing prior to completion of the probationary period and annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse’s performance. The nurse will be given a copy of the evaluation. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse’s personnel file.

## **6.7 Personnel Files**

Personnel files shall be maintained in the Human Resources Department. Upon written request, a nurse’s personnel file will be made available for inspection by the nurse in the Human Resources Office. Copies of counseling and warning notices, and evaluations will be maintained in the nurse’s personnel file.

**6.7.1 Records.** Records shall be readily available for nurses to determine their number of hours worked, low census hours, rate of pay, and accrued PTO. Any substantive changes in the Medical Center’s Personnel or Nursing Policies shall be available and such policy changes shall be communicated to nurses.

## **6.8 Floating**

The Employer retains the right to change the nurse’s daily work assignment on a shift by shift basis to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform, and any disputes concerning such qualifications or training shall be subject to discussion with the Union prior to the administration of discipline. Nurses required to float within the Hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse’s previous experience and familiarity with the nursing unit to which such nurse is assigned. Where qualified, per diem nurses will be the first to float. The differential pay described herein shall be paid to a nurse when floating

to a unit other than their home unit whether or not the nurse was pre-scheduled to work outside their home unit or otherwise assigned outside their home unit.

In the event that a Nurse voluntarily agrees to work on a different unit, other than their home unit, (often when assuming an additional shift), the Float differential shall not apply.

Float differential shall be \$3.00 per hour.

Units are defined as follows:

Emergency Department  
Acute Services (Med/Surg, ICU, Ortho, Observation)  
Rehab Unit  
Perioperative/Endoscopy Services (Same Day Surgery, GI, Pre-Admission)  
PACU  
OR  
Oncology Infusion

**6.8.1 Float Pool RN.** Float pool RN Nurses who work exclusively in the float pool shall be paid the float pool premium of four dollars (\$4.00) above their base wage rate for all hours worked.

## **6.9 Safety Procedures**

Appropriate safety equipment and procedures will be provided to and used by nurses to reduce risk of injury, infection or contagion. Nurses shall be familiar and act in compliance with Patient Safety Goals; Safety Policies and Procedures; the Risk Management Program; and the Quality Improvement Program as well as any other applicable health and safety policies, processes or programs. Nurses are encouraged to bring their safety concerns to their manager and to the Environment of Care Committee. The Nurse Staffing Committee may make safety recommendations to the Environment of Care Committee.

In accordance with Medical Center policy, any nurse who suspects exposure to an infectious or contagious agent shall report it to their Manager/Supervisor or House Supervisor and complete the appropriate incident form. If it is determined by CDC Guidelines that exposure has occurred and treatment is necessary, medication and/or follow-up studies will be provided at no cost to the nurse, provided the exposure occurred at work and during working hours. Should a nurse fail to comply with any required annual (or other) testing, or in the event that the exposure protocol is not followed, the nurse shall not be scheduled to work until compliance is met.

## **ARTICLE 7 – SENIORITY**

### **7.1 Definition**

Seniority shall be defined as a nurse's continuous length of service as a full-time or part-time nurse based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Full-time and part-time nurses who leave the bargaining unit and thereafter are allowed to return to the bargaining unit by the Employer within one (1) year without a break in

service as an employee of the Employer shall have their seniority bridged and their seniority date adjusted to reflect the period of non-bargaining unit status. The seniority of a nurse returning to the bargaining unit in this manner shall not be recognized or used until after the returning nurse has obtained an initial full-time or part-time bargaining unit position.

## **7.2 Loss of Seniority**

Except as otherwise required by law, seniority and employment will be lost by any of the following:

- Any resignation from employment, including position abandonment under Section 6.5;
- Any termination of probationary nurse, or any termination of a regular nurse for cause;
- Absence from work for more than the maximum period of approved leave or the maximum period of recall rights;
- Failure to report to work on the first workday following the end of an approved leave of absence unless the nurse has earlier received written approval for an adjusted return date;
- Failure to return to work on the date specified in any recall from layoff notice mailed (by first-class mail) at least seven (7) calendar days in advance to the last address listed in the nurse's personnel file unless the nurse has earlier received written approval for an adjusted return date; or
- Applying for or accepting employment or self-employment while on leave of absence unless the nurse has earlier received written approval (which shall not be unreasonably withheld).

## **7.3 Layoff**

In the event of a departmental layoff, seniority shall be the determining factor in such layoff providing skill, competence, ability and experience are considered equal in the opinion of the Employer based upon the nurse's job description and evaluations. The Employer will give every consideration to reassigning and reorienting nurses to other departments, prior to layoff and will attempt to provide retraining. Nurses shall be given fourteen (14) days' advance notification (or pay in lieu thereof) if a layoff is anticipated to exceed thirty (30) days in duration. At the request of either party, the Employer and the Union will meet to discuss the layoff. A nurse whose position has been eliminated or permanently reduced in hours pursuant to this section will have the right to: (a) accept the layoff/reduced FTE position, (b) accept a vacant position for which the nurse is qualified or (c) displace the position of any less senior nurse whose name appears on the Low Census Roster (defined in Section 7.3.1 below); providing skill, competence, ability and experience are considered equal in the opinion of the Employer.

**7.3.1 Low Seniority Roster.** The Low Seniority Roster consists of the least senior twenty-five percent (25%) of all full-time and part-time nurses in the bargaining unit. Subject to the requirements of Section 7.3, above, a nurse on the Low Seniority Roster whose position has been identified for layoff, and any nurse who has been displaced by another nurse pursuant to the above process, may displace the position of a less senior nurse on the Low Seniority Roster.



**7.3.2 Separation Agreement.** The Employer shall have the right to offer some period of separation pay and/or benefits to nurses affected by a layoff which may be conditioned upon the signing of a general release of all claims and/or a waiver of recall rights.

#### **7.4 Recall**

Nurses who have been laid off shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, nurses will be reinstated in the reverse order of layoff providing skill, competence, ability and experience are considered equal in the opinion of the Employer based upon the nurse's job description and evaluations. Upon reinstatement, a nurse shall have all previously accrued benefits and seniority restored. If a nurse is not recalled to a comparable position (*i.e.*, same unit, same hours and same shift), the nurse shall have the right to the first available future comparable job opening that becomes available. This commitment shall terminate if the nurse refuses to accept the offer of a comparable job opening or upon completion of twelve (12) consecutive months after layoff.

#### **7.5 Job Opening**

Notice of staff nurse positions to be filled shall be posted at least seven (7) days in advance of filling a position in order to afford presently employed nurses the first opportunity to apply. Job postings shall include job title and department, position control (FTE) status, hours of work, shift assignment and posting deadline date. Transfer applications and job descriptions will be available in the Human Resources Department. To be considered for a job opening (including a change of shift), a nurse must follow internal applicant procedures to submit an application. A separate application must be made for each position. Seniority shall be the determining factor in filing such vacancy provided skill, competence, ability and experience are considered equal in the opinion of the Employer. Every effort will be made to transfer nurses to the new position as soon as practicable. Assignment to a new position shall require a new probationary period. All internal applicants will receive confirmation of whether or not they are selected for the opening.

**7.5.1** Prior to any posting, the Employer shall determine whether to offer additional hours to nurses in existing positions (FTEs) on a unit (*i.e.*, expand the hours of existing nursing positions on the unit, by seniority) or to create a new position.

#### **7.6 House Request and Low Census**

In order to cover Low Census and House Request the following order will be utilized:

1. On-call Agency, and Contract Traveler nurses working beyond contract guarantee
2. Reduce overtime whenever possible
3. Volunteers
4. Per Diem nurses
5. Mandatory reduction of hours worked by regular nurses, rotated on an equitable basis with the objective of assigning Low Census or House Request to the nurse with the least amount of Low Census or House Request hours taken per shift subject to availability; provided, however, the Employer reserves the right to adjust the order of Low Census and House Request based on required skill levels and operational and staffing requirements of the Medical Center. Upon completion of probation, new hires will not receive low census for an additional thirty (30) days and then be credited with sixteen

(16) hours of low census, to be used in determining low census assignments and for no other purpose.

The Employer shall accumulate all Low Census and House Request hours taken by nurses by Department on a six (6) month basis, beginning with the start of the fiscal year. Voluntary Low Census and House Request hours taken by the nurse will be credited to the rotation list. The rotation will be restarted January 1 and July 1 of each year. Low Census and House Request hours shall not alter anniversary dates of employment nor shall Low Census and House Request affect nurse's seniority, longevity steps, vacation or sick leave benefits. Low Census and House Request shall not affect a full-time or part-time "A" nurse's eligibility for medical, dental, life insurance or the Medical Center's Retirement Plan.

In the event that a department experiences a prolonged period of excessive involuntary low census, the Hospital agrees to meet and confer with the Union regarding potential means of mitigating the effects of same.

### **7.7 Report Pay**

A nurse who reports to work and is released from work due to Low Census or House Request or other reasons beyond the Employer's control, shall receive four (4) hours' work or pay in lieu thereof at the nurse's regular rate of pay. This commitment shall not apply if the Employer has made a good faith effort to notify the nurse in advance of the scheduled shift and is unable to do so.

## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

### **8.1 Work Day**

The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8-1/2) consecutive hours. A nurse working a twelve (12) hour schedule (see Section 8.6 below) shall be scheduled for a twelve (12) hour workday consisting of twelve and one-half (12-1/2) hours to include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute paid rest breaks spaced appropriately apart.

### **8.2 Work Period**

The normal full-time work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period. A nurse working a twelve (12) hour schedule (see Section 8.6 below) shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first two (2) hours after the end of the shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) hours beyond the end of a scheduled shift, all overtime hours for that shift shall be paid at double time (2x).

### **8.3 Meal/Rest Periods**

All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. It shall be the responsibility of the nurse to notify the charge nurse (who shall consult with the House Supervisor if unable to resolve the problem) or House Supervisor if the nurse believes that it will be necessary to miss a meal period;

for nurses with pre-scheduled meal periods the notification should be given at least thirty (30) minutes in advance. All nurses shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. The application of this section shall be consistent with state law.

#### **8.4 Overtime**

When a nurse works four (4) or more consecutive hours of overtime beyond the normal work day, the first four (4) hours shall be paid at time and one-half (1-1/2) the nurse's regular rate of pay and remaining hours at double time (2x). Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be authorized in advance whenever possible. If it is not possible on the day overtime is worked to secure authorization in advance, the nurse shall record the overtime on the day the overtime is worked and the reasons therefore and the overtime documentation shall be given to the unit supervisor or designee at the earliest opportunity. Overtime shall be computed and paid to the nearest minute. Overtime pay for alternative work schedules shall be paid in accordance with that specific work schedule agreement.

#### **8.5 No Pyramiding**

There shall be no pyramiding or duplication of overtime pay or premium pay under any circumstances, nor will the same hours be counted twice, directly or indirectly, for any overtime purpose. When a nurse is eligible for two (2) or more forms or types of time and one-half (1-1/2) or double time (2x), the nurse will only receive the highest pay rate. Premiums paid at time and one-half (1-1/2) or double time (2x) for extra days/hours worked (unfilled shifts, call-in on day off, scheduled weekend off worked) will not be included in any calculation of overtime.

#### **8.6 Alternative Work Schedules**

Alternative work schedules are defined as schedules that exceed eight (8) hours per day and require some additional modification or waiver to this Employment Agreement. Alternative work schedules may be established by the Employer with prior written notification to the Union. Upon request by the Union, the parties will promptly meet for the purpose of negotiating the terms and conditions of the new schedule. Where alternative work schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after at least fifteen (15) days' advance notice to the nurse(s) involved.

In accordance with this Section 8.6 nurses may, on an individual basis, agree to work a twelve (12) hour shift with Employer consent.

#### **8.7 Posted Work Schedules**

The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post monthly work schedules ten (10) calendar days preceding the expiration of the current schedule. Schedules once posted may be amended by mutual agreement. Any request for special scheduling shall be submitted to the supervisor at least twenty (20) calendar days prior to the issuance of the monthly schedule unless mutually agreed otherwise. Any changes in a nurse's posted schedule to be initiated by the supervisor shall be discussed with the nurse involved prior to making the change.

### **8.8 Shift Rotation**

There shall be no rotation of shifts without the consent of the individual nurse involved.

### **8.9 Weekends**

The Employer will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. In the event a nurse works two (2) consecutive 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 following weekend (*i.e.*, the next regularly scheduled weekend) shall be paid at the nurse's regular rate of pay. Subject to supervisory approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime or premium pay condition. The nurse is responsible for finding his/her own replacement for trading a weekend after the schedule is posted or for any requested vacation time off that does not comply with the vacation request procedure (Article 11). The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and Sunday. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. This premium pay provision shall not apply to a nurse who is hired to work weekends or who requests to work additional weekend hours. Such nurse shall be paid at the regular rate of pay for all hours worked on the weekend. This provision will not apply to nurses who voluntarily agree to more frequent duty or to nurses who trade weekends with other nurses for their own convenience or education time.

### **8.10 Additional Hours**

Full-time and part-time nurses may request additional hours by notifying the Staffing Office in writing. The Employer will endeavor to utilize nurses making such a request before scheduling per diem nurses, providing the nurse is available and has the required skills, qualifications and experience, and the additional hours do not create an overtime or premium pay condition. The Hospital will attempt in good faith to offer additional shifts on a rotating basis.

### **8.11 Rest Between Shifts**

Each regular status nurse shall normally have an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. This provision may be waived by mutual agreement between the nurse and the Employer. Nurses who do not receive at least ten (10) consecutive hours' rest prior to any shift worked shall be compensated at one and one-half (1-1/2) times the nurse's regular rate of pay throughout the next shift worked without the required rest. This Section shall not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (Section 10.2). If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

A nurse working a twelve (12) hour schedule (see Section 8.6 above) who does not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1-1/2) throughout the next shift worked. This Section shall not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (Section 10.2). If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

**8.11.1** Full-time and part-time nurses who are on-call, are called back (Section 10.2.1), and do not receive a rest period of at least eight (8) consecutive hours' rest prior to any shift worked shall be compensated at one and one-half (1-1/2) times the nurse's regular rate of pay throughout the next shift worked without the required rest.

**8.12 Work in Advance of Shift**

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

**ARTICLE 9 – COMPENSATION**

**9.1 Wage Rates**

Nurses covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

Effective the first full pay period after January 1, 2022 employees will receive a 2.5% increase in base rate.

Effective the first full pay period after August 1, 2022 employees will receive a 2.0% increase in base rate.

Effective the first full pay period after January 1, 2023 employees will receive a 3.0% increase in base rate.

Effective the first full pay period after January 1, 2024 employees will receive a 3.0% increase in base rate.

**9.1.1 Recruitment Incentives.** The Employer reserves the right to offer recruitment incentives for hard-to-fill positions.

**9.2 Compensation Increases**

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 full payroll period on or after the calendar dates designated.

**9.3 Longevity Steps**

Nurses covered by this Agreement will advance on the hourly rate schedule as detailed below.

Effective the first full pay period on or after July 1, 2022, Full-Time nurses will advance to the next applicable step on the hourly rate schedule. Part-Time and PRN nurses hired prior to January 1, 2022 will also advance on the hourly rate schedule at this time.

Effective the first full pay period on or after July 1, 2023, Full-Time, Part-Time and PRN nurses will advance to the next applicable step on the hourly rate schedule.

Effective the first full pay period on or after July 1, 2024, Full-Time, Part-Time and PRN nurses will advance to the next applicable step on the hourly rate schedule.

#### **9.4 Recognition for Experience**

Nurses with one (1) to three (3) years of continuous recent experience in nursing shall be hired in at not less than Step B of the wage schedule. Nurses with four (4) to six (6) years of continuous recent experience in nursing shall be hired in at not less than Step C of the wage schedule. Nurses with seven (7) or more years of continuous recent experience shall be hired in at not less than Step D of the wage schedule. For purposes of this section, recent continuous experience shall be defined as clinical nursing experience in an accredited hospital without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer. It shall remain the prerogative of the Employer to establish at what step in the schedule to place newly hired nurses in all other circumstances.

### **ARTICLE 10 – PREMIUM PAY**

#### **10.1 Shift Differential**

Nurses assigned to work the second shift (3-11:30 p.m.) shall be paid a shift differential of two dollars and twenty five cents (\$2.25) per hour. Nurses assigned to work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of three dollars seventy-five cents (\$3.75) per hour. For purposes of shift differential, the rate to be used shall be the rate applicable to the shift on which fifty percent (50%) or more of the nurse's regularly scheduled hours fall.

#### **10.2 On-Call**

On-Call pay shall be paid at the rate of three dollars and seventy-five cents (\$3.75).

**10.2.1 Call-Back.** A nurse who has been placed on-call and is called-back shall be compensated at the rate of time and one-half (1-1/2) the nurse's regular rate of pay, and shall be paid in addition to the regular pay for on-call. When called-back, the nurse shall receive time and one-half (1-1/2) the nurse's regular rate of pay for a minimum of three (3) hours. Any call-back worked in excess of sixteen (16) hours, broken or unbroken, within the time period between Friday, 3:30 p.m. to Monday 7:00 a.m. will be compensated at the rate of double time (2x). Effective the last pay period of 2021, the adding of \$3.75 per hour on top of time and one-half shall cease.

#### **10.3 Low Census/Standby**

A nurse who is placed on Low Census shall receive three dollars and seventy-five cents (\$3.75) per hour for each hour of Low Census. If called in to work during the regular shift, the nurse shall be paid at the regular rate for all hours worked with a minimum of three (3) hours of work. If the nurse is required to work beyond the end of the regular shift, the nurse will be paid at the rate of time and one-half (1-1/2) for those hours worked beyond the regular shift. If a nurse placed on Low Census Standby, and is not called back to work in the first half of his or her regularly scheduled shift, that nurse may request to be placed on House Request. Nurses placed on Low Census shall have access to paging devices.

#### **10.4 Temporary Assignment to Higher Position**

Assignment to a higher paid position for eight (8) consecutive hours or longer shall be compensated at one dollar (\$1.00) per hour for such period of assignment.

### **10.5 BSN and Certification Pay**

Nurses who possess a BSN or have achieved National Certification in recognized clinical specialties to the clinical areas in which they are working shall have one dollar (\$1.00) per hour added to their hourly rate of pay for all hours paid. Nurses who possess both a BSN and certification in the area of nursing within which they are working shall have two dollars (\$2.00) added to their hourly rate of pay for all hours paid. Certification pay will be discontinued upon expiration of certification. Such certification is subject to approval by the Nursing Administrator. The nurse, in order to continue to receive certification pay, must meet all educational and other requirements to keep the certification current and in good standing.

### **10.6 Weekend Differential Pay**

Any nurse who works on a weekend shall receive, in addition to the nurse's straight time rate of pay, three dollars and fifty cents (\$3.50) per hour. The weekend differential shall not be included in the regular rate of pay for any time and one-half (1-1/2) or other premium pay calculations. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. For nurses working twelve (12) hour shifts the weekend shall be defined as all hours between 7:00 p.m. Friday and 7:30 p.m. Sunday.

### **10.7 Charge Nurse Premium**

Nurses who are assigned by their Unit Director as a charge nurse will receive a premium of three dollars (\$3.00) per hour.

### **10.8 Preceptor Pay**

Nurses who are assigned by their Unit Director as a preceptor will receive a premium of two dollars (\$2.00) per hour.

### **10.9 Work on Day Off**

Full-time and Part-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for the hours worked. When called in, the nurse shall receive a minimum of four (4) hours of work. This shall not apply to House Request Days off on regularly scheduled shifts nor to hours worked on Low Census (Section 10.3). The Employer agrees not to institute (or discontinue) any bonus program for call-in on a scheduled day off without prior discussion with the Union.

## **ARTICLE 11 – PAID TIME OFF**

### **11.1**

The Employer provides a Paid Time Off (PTO) bank which may be used for short-term illness, vacation, holiday, Washington paid sick leave and other personal needs. PTO shall accrue on hours worked, Paid Time Off, Low Census, Voluntary Low Census and House Request, excluding overtime and call-back.

### **11.2**

All full-time and part-time nurses shall be eligible to participate in PTO.

## **11.3**

**11.3.1** Any nurses on ten (10) or twelve (12) hour schedules may use PTO in ten (10) or twelve (12) hour increments or in any other increment to replace the nurse's normally-scheduled work hours.

**11.3.2** Nurses shall not be subject to the normal "eighty (80) hour" limitation on pay, *i.e.*, in some circumstances a nurse may receive payment for previously-scheduled PTO even when combined with hours worked (or otherwise compensated) the nurse receives more than eighty (80) hours of pay in the pay period.

## **11.4 Variations**

The following variations from the Employer's PTO policy shall also be observed to address issues unique to this bargaining unit:

**11.4.1** A nurse who leaves the employment of the Medical Center shall be entitled to payment for any PTO benefits which may have accrued, provided the nurse has complied with Section 6.2.

**11.4.2** All PTO requests are subject to the Employer's operational and staffing requirements and must be scheduled in advance and approved by supervision. Nurses will not be expected to find their own replacement when scheduling vacation time in accordance with this Article. No PTO will be scheduled that encompasses more than one of the three (3) seasonal holidays (Thanksgiving, Christmas or New Year's) and will be scheduled in conjunction with the holiday rotation.

**11.4.3** Nurses will make every effort to schedule PTO to begin in conjunction with their regularly scheduled weekend off. Nurses will not be expected to find their own weekend relief, except as otherwise provided for in Section 8.9. In order to accommodate vacation requests, it may be necessary to request that the nurse work an additional weekend without premium pay.

**11.4.4** Nurses will have the option to use PTO in lieu of House Request time and Low Census time (if the nurse is not called in to work).

**11.4.5** If any full-time or part-time nurse cannot take vacation due to the Employer's staffing needs and at no fault of the nurse, the Employer will hold the nurse's vacation until such nurse can be scheduled off, in which case applicable benefits will continue to accrue.

**11.4.6 Prime Time.** A Prime Time vacation period shall be defined as June 1 through September 15 of each year. The Prime Time request period shall be from January 1 through March 31 of each year. If there are no conflicting requests for vacation time by two or more nurses within a unit during the request period, seniority shall prevail. In the event there are conflicting requests, then the same vacation period may not be granted to the same person annually and will be rotated equitably. The Unit Director shall post the approved vacation schedule by each April 15. Requests for Prime Time vacation submitted after the request period will be granted on a first-come first-serve basis. As a general rule, no more than three (3) weeks vacation may be taken during Prime Time. Special requests for more than three (3) weeks may be considered after all vacation requests for Prime Time have been scheduled and posted.



**11.4.7 Non-Prime Time.** A nurse requesting a vacation outside of Prime Time shall request the desired vacation time as far in advance as possible, but not less than two (2) weeks before the work schedule is posted. If the request for vacation is more than sixty (60) days from the date of submittal, the Employer will make a good faith effort to respond to the nurse as soon as is practical, but not less than thirty (30) days prior to the posting of the work schedule in which the vacation request has been made. Nurses may not submit a request for PTO which would include any time during the week of Thanksgiving day, the week of Christmas day, or the week of New Year’s day more than three (3) months in advance if the nurse was scheduled PTO that Holiday week the previous year. The previous years’ Holiday schedule will be kept by the supervisor for the nurses to review.

**11.5 PTO Accrual Rates**

<b>Years of Service</b>	<b>Accrual Rate Per Paid Hour</b>	<b>Annual PTO Accrual Days</b>	<b>Annual PTO Accrual Hours</b>	<b>Maximum PTO Bank (Hours)</b>
0 – 4	.09615	25*	200*	350
5 – 9	.11153	29*	232*	408
10 – 14	.13077	34*	272*	478
15+	.13846	36*	288*	512

\*Pro-rated for part-time associates

**11.6 Changes to PTO**

The parties agree that the Employer will provide the Union with forty-five (45) calendar days advance notice of any administrative changes to the PTO policy. The Union retains the rights to demand to bargain regarding changes to wages, hours of work, and working conditions related to the PTO policy.

**11.7 PTO Donation**

Within six (6) months of contract ratification, the Employer will develop a PTO donation policy.

**ARTICLE 12 – HOLIDAYS**

**12.1 Recognized Holidays**

The following days will be observed as fixed holidays, with the Employer to publish a list of the dates of observation by January 31 of each year:

- |                 |                  |
|-----------------|------------------|
| New Year’s Day  | Labor Day        |
| President’s Day | Thanksgiving Day |
| Memorial Day    | Christmas Day    |
| Fourth of July  |                  |

**12.2 Work on Holidays**

A full-time nurse required to work on a holiday shall be paid at double time (2x) the nurse’s regular rate. Part-time “A” and “B” nurses shall be paid double time (2x) the nurse’s regular rate for all hours worked on a holiday.

Holiday pay shall be paid for all hours worked between 7:00 p.m. the eve of the holiday until 7:30 p.m. the day of the holiday, except for the July 4th holiday. For the July 4th holiday, holiday pay shall be paid for all hours worked between 7:00 a.m. on July 4th to 7:30 a.m. on July 5th.

### **12.3 Holiday Rotation**

Holiday work shall be rotated by the Medical Center.

## **ARTICLE 13 – MEDICAL AND INSURANCE**

### **13.1 Group Medical/Dental Insurance**

**Participation and Plans.** During the life of this Agreement, and assuming the following benefit plans continue in existence, the Hospital will offer eligible full-time and part-time employees the opportunity to participate in available plans on the same terms and conditions as such plans are offered to other Lourdes hourly non-bargaining unit employees (*i.e.*, medical and wellness plans, dental plans, visions plans, life and AD&D insurance, short-term and long-term disability insurance, and flexible spending accounts) as well as the 401(k) savings plan.

**Contribution Rates.** Except as limited below per paragraph 4 of Section 13.1, the contribution rates paid by employees for coverage under any of the plans mentioned above shall be the same as those similarly situated non-bargaining employees of the Hospital. If any of the rates are increased or decreased by any hourly non-union employees during the duration of this Agreement, they shall be increased or decreased for bargaining unit employees, they shall be increased or decreased in the same amount.

**Amendment or Termination of Plans.** The Hospital may amend or terminate any of the plans referred to in this Article. No termination or amendment of any plan, nor any issues relating to administration or application of such plans may be subject to the grievance or arbitration provisions of this Agreement.

**Medical & Wellness Plans.** The Hospital will implement optional employee wellness discounts under which employees' future annual Health & Welfare premium increases for the life of this Agreement will be limited to twelve percent (12%) per year. Premium increases for employees who do not take advantage of those wellness discounts shall not exceed the Hospital's fifty percent (50%) of the year-over-year cost increases to provide such coverage.

### **13.2 Plan Changes**

In the event the Employer modifies any of its current health & welfare plans or provides for alternative plans(s), the Employer will notify the Union in writing of the plan changes. During the thirty (30) day period following this notification, the Union may provide the Employer with its comments and input regarding the changes for the Employer's consideration. The Employer reserves the right to implement the plan changes following the thirty (30) day review period.

### **13.3 Health Tests**

At the time of employment, the Employer shall provide screening for immunity to measles, mumps, rubella, varicella and Hepatitis B at no cost to the nurse. In accordance with Medical Center policy, nurses shall be provided Hepatitis B vaccine and follow-up screening at no cost to the nurse. Purified protein derivative (PPD) screening is required at the time of employment and

in the event of a positive reaction the Employer will provide a chest X-ray at no cost to the nurse. Compliance with these requirements is a condition of employment.

Nurses may be required to have an annual PPD test. If the nurse has a history of a positive PPD, completion of an annual questionnaire will be required. Should the nurse fail to comply with the annual testing, the nurse shall not be scheduled to work until compliance is met.

#### **13.4 Liability Coverage**

Nurses on duty for the Employer, and performing in accordance with the Employer's job description, policies and/or procedures, shall be covered by the Employer's liability coverage. If the nurse is operating outside of the job description, policies and/or procedures, the nurse may not be covered. Nothing in this provision shall be interpreted as a waiver of any coverage otherwise available under the terms of the Employer's liability plan.

### **ARTICLE 14 – LEAVE OF ABSENCE**

#### **14.1 Administration of Leaves**

**14.1.1 In General.** All leaves are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer. A leave of absence shall commence on the first day of absence from work.

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

**14.1.3 Leave Without Pay.** A leave without pay of thirty (30) days or less will not alter a nurse's anniversary date of employment and the nurse, upon return from the leave, will be reinstated to the individual's prior position. Except as otherwise provided for herein, a leave without pay exceeding thirty (30) days will result in an adjustment to the nurse's anniversary date to reflect the length of the leave. Upon return from the leave, the nurse will be given the first available position for which the nurse is qualified.

**14.1.3.1 Continuing Health Coverage.** Full-time and part-time nurses who are granted an unpaid leave of absence will be allowed to continue group health coverage provided by the Medical Center at the nurse's cost for a period not to exceed three (3) months. Health insurance at the nurses cost will be available for disability and maternity leaves for a period not to exceed six (6) months. Holiday benefits will not be paid during an unpaid leave of absence.

#### **14.2 Maternity Leave**

After completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed the period of physical disability, the nurse shall return to work on the same unit, shift and former full-time or part-time status. If the nurse's absence will exceed six (6) weeks the nurse must, prior to the completion of the six (6) weeks period, provide the Employer with written verification of the continuing physical disability from a licensed medical practitioner. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be

offered the first available opening for which the nurse is qualified. Subject to the eligibility and other provisions of Articles 11 and 13, the nurse must use previously accrued PTO during the period of disability and the maternity leave. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position. Nurses on approved maternity leave will have the option of continuing their group medical coverage at their own expense during the length of the leave.

#### **14.3 Family Leave Act (FLA) – Washington State RCW 49.78**

The Employer will provide Paid Family and Medical Leave benefits through the State-run insurance program and in accordance with the laws of the State of Washington.

Leave under the Washington State Family Leave Act (FLA) shall be available to eligible nurses in accordance with state law.

#### **14.4 Family and Medical Leave Act (FMLA)**

Leave under the federal Family and Medical Leave Act (FMLA) shall be available to eligible nurses in accordance with federal law. If a particular period of leave qualifies under both the federal FMLA and State law, the leaves shall run concurrently.

#### **14.5 Disability Leave**

After one (1) year of continuous employment, a leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for health reasons does not exceed six (6) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. Subject to the eligibility and other provisions of Articles 11 and 13, the nurse must use previously accrued PTO during this disability leave of absence. Prior to the nurse returning from a disability leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse's capability to perform the work required of the position.

A nurse on a disability or maternity leave must notify the nurse's manager at least once each four (4) weeks to advise the manager of the nurse's progress and to reaffirm the nurse's intent to return to work and planned return date. Failure to notify the manager on a timely basis will be regarded as a voluntary resignation by the nurse.

#### **14.6 Personal Leaves**

Personal leave shall be available to eligible nurses in accordance with Personnel Policy No. 5200-13, Section 13.2, or its successor.

#### **14.7 Jury Duty**

Jury duty leave shall be available to eligible nurses to a maximum of 80 hours per occurrence in accordance with the Personnel Policy No. 5200.13, Section 13.4, or its successor.

#### **14.8 Bereavement Leave**

Bereavement Leave shall be available to eligible nurses in accordance with Personnel Policy No. HR 15.5, or its successor, but such policy may only be changed during the term of this Agreement by mutual agreement.

#### **14.9 Military Leave**

Military leave will be granted in accordance with State and Federal regulations.

### **ARTICLE 15 – COMMITTEES**

#### **15.1 Nursing Staffing Committee**

The primary purpose of the Committee shall be to foster improvement in patient care, as well as (a) to review and recommend standards of nursing practice and patient care delivery, (b) to review issues of mutual concern inherent to the professional practice of nursing, (c) to foster mutual understanding in regard to the interpretation of this Agreement, and (d) to discuss inventive and collaborative ways of seeking solutions to problems relating to staffing and to discuss other subjects of common concern. There shall be appointed representatives, one from each department selected by the Union and not less than two (2) members of nursing administration, including the Nursing Administrator, and a representative from the Human Resources Department. The function of this Committee shall be limited to an advisory rather than a decision-making capacity. The Chairperson shall be responsible for the establishment and distribution of the Agenda together with the minutes of the prior meeting to committee members at least ten (10) days prior to the next scheduled meeting. The Committee shall schedule quarterly meetings provided that there is advance mutual agreement on an agenda. Additional meetings may be called by agreement of both parties. Committee members shall be compensated for up to one (1) hour at their regular rate of pay for attendance at the meeting.

### **ARTICLE 16 – STAFF DEVELOPMENT**

#### **16.1 Orientation**

New nursing service personnel shall receive an orientation of sufficient duration and content to prepare them for their specific duties and responsibilities. Orientation shall be based on the educational needs identified by assessment of the individual's ability, knowledge and skills, determined by the unit supervisor and staff nurses.

#### **16.2 Orientation Objectives**

The objectives of orientation shall be (a) to familiarize new personnel with the philosophy and objectives of the Employer and Nursing Service, (b) to orient new personnel to policies and procedures; and to their functions and responsibilities as defined in the job description, and (c) to provide a clinical learning experience specific to unit and shift assigned. Orientation will consist of a general orientation, plus unit orientation through a combination of classroom, nursing unit and shift work.

#### **16.3 Inservice Education**

Inservice Education is defined as programs planned by the Medical Center for the education of nursing personnel. The purpose of inservice education is (a) to promote the safe and intelligent

care of the patient; (b) to develop staff potential; and (c) to create an environment that stimulates learning, creativity and personal satisfaction. To the extent feasible, such programs will be conducted at times convenient to all shifts and, if mandatory, will be so designated. Nurses who attend mandatory programs on off-duty time will be paid at the straight-time hourly rate. If nurses are required to attend mandatory inservice programs before or after their regularly scheduled shift, and are in an overtime situation, they will be paid at the overtime rate of pay.

#### **16.4 Continuing Education**

Continuing education is defined as programs aimed at helping nurses keep up-to-date with new concepts; increasing technical knowledge, understanding and competence; developing ability to analyze problems; and improving interpersonal skills.

**16.4.1 Paid Professional/Educational Development at the Employer's Request (other than monthly staff meetings).** When the Employer makes attendance at a specific inservice, workshop or educational program mandatory, attendance shall be considered as time worked and shall be paid at the appropriate rate for the hours of attendance and travel time. The Employer shall also pay all tuition and legitimate expenses related to a mandatory educational program. Any denials of time off or financial assistance shall be reviewed by the CNO.

#### **16.4.2 Paid Professional/Educational Development at Nurse's Request.**

**16.4.2.1** After successful completion of the probationary period, a nurse shall be permitted a paid absence for purposes of attending continuing education programs, providing the nurse has submitted the request at least thirty (30) days in advance and has obtained approval from the nurse's Director and the Chief Nurse Executive.

**16.4.2.2** Usually, when the nurse is requesting to attend an educational program, only the hours of education are paid. However, the nurse and the unit director may negotiate how many hours are to be paid and whether any additional expenses will be covered. When requesting paid professional/educational development, the nurse should be specific concerning how many hours are being requested, and if tuition reimbursement, travel time, and/or travel expenses are being requested. A brochure of the program should be provided with the request, along with a statement from the nurse as to how his/her attendance will benefit the nurse's performance, the unit and/or the Hospital. Among the factors to be considered in considering nurse requests are the availability of budgeted funds, the nurse's existing or desired education plan, the nurse's existing or prospective nursing assignment(s), scheduled hours and years of service; the Employer's existing or anticipated needs and current scheduling and staffing requirements, and the nurse's prior participation in in-house educational programs. Approval will be granted for out of area travel within the State of Washington only if the educational program is not locally available, and out of state travel will be approved only in very special circumstances.

**16.4.2.3** Upon receiving advance approval, the nurse shall be paid at the nurse's straight time hourly rate, with a normal maximum allowance of eight (8) hours a day, but with the advance approval of the nurse's Director and the Chief Nurse

Executive, additional hours may be approved for nurses on 12-hour schedules based upon travel time requirements. This type of leave may be used in less than eight (8) hour increments as well as on a day off. Under no circumstances will this time be regarded as hours worked for purposes of computing overtime. Leave shall be granted in accordance with the following schedule:

<u>Years of Continuous Service</u>		<u>Hours Scheduled Per Pay Period</u>		
		<u>47 or less</u>	<u>48 - 79</u>	<u>80</u>
1 - 5 years	paid hours/yr <sup>1/</sup>	8	16	24
6 - 10 years	paid hours/yr <sup>1/</sup>	16	24	32
11 or more years	paid hours/yr <sup>1/</sup>	32	40	48

<sup>1/</sup> Paid Professional/Educational Leave commitments shall be based on the Medical Center's fiscal year (July 1 - June 30). After the first year of employment, a nurse shall be eligible for paid leave on a pro rata basis, based upon the number of months from the nurse's anniversary date until June 30 of that year. Thereafter, the nurse shall be eligible for paid leave as provided for in the schedule set forth above.

**16.4.3** In all circumstances, payment or reimbursement is subject to certification of attendance and completion of the course. In addition, nurses receiving reimbursement for attendance shall, if requested, prepare a written and/or oral report to share with others the knowledge gained.

**16.5 Unpaid Professional/Educational Leave**

After one (1) year of continuous employment, permission may be granted for a leave of absence of up to one (1) year without pay, for study approved by the Employer, without loss of prior seniority or accrued benefits, upon at least sixty (60) days' advance notice. Extended educational leave for the purpose of obtaining a bachelors or masters degree in nursing may be granted at the discretion of the Employer.

**16.6 Tuition Reimbursement**

The Employer provides a tuition reimbursement program for full-time and eligible part-time nurses, and it shall be made available to nurses covered by this Agreement on the same terms and conditions as to other Lourdes employees.

**ARTICLE 17 – GRIEVANCE PROCEDURE**

**17.1 Grievance Defined**

A grievance is defined as an alleged breach of the terms and conditions of this Agreement.

**17.2 Time Limits**

The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and the Medical Center, and shall be confirmed in writing by the parties. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the grievance procedure.

### **17.3 Grievance Procedure**

It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. A grievance must be submitted to the following grievance procedure:

Step 1. Immediate Supervisor

If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the grievant/nurse had knowledge that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Chief Nurse Executive

If the grievance is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance to the Chief Nurse Executive (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Bargaining Unit Representative if requested by the nurse) and the Chief Nurse Executive (and/or designated representative) shall be held. The Chief Nurse Executive shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Chief Executive Officer

If the grievance is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Chief Executive Officer (and/or designated representative) within fourteen (14) calendar days of the Chief Nurse Executive's decision. The Chief Executive Officer (and/or designee) shall meet with the nurse and the Union Representative within fourteen (14) calendar days for the purpose of resolving the grievance. The Chief Executive Officer (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations and procedures specified herein, the Union may submit the issue to arbitration. To do so, the Union shall submit a written request to the Employer's Director of Human Resources (or designee) within fourteen (14) calendar days following the receipt of the written reply from the Chief Executive Officer or designee.

The Employer and the Union will select an arbitrator with the moving party to contact the other party within fourteen (14) calendar days of a request for arbitration and to select an arbitrator. After notification that the grievance is submitted for arbitration, the parties will attempt to agree on an arbitrator. If the Employer and Union fail to agree on an arbitrator within fourteen (14)



calendar days of the request for arbitration, the moving party will request from the Federal Mediation and Conciliation Service (“FMCS”) a list of nine (9) arbitrators within Washington and Oregon. With mutual agreement, the parties may submit multiple grievances within fourteen (14) calendar days of the request for arbitration. The parties will alternatively strike names from the panel, with the moving party striking the first name, until one (1) name remains and he/she shall serve as arbitrator.

The arbitrator’s decision shall be final and binding on the Employer and the Union. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the terms of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the Arbitrator shall have no authority to substitute his/her judgment for that of the Employer or its management in any matter where this Agreement has specified whose judgment will be used or where the right or matter in question has been reserved to the Employer. 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.

Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requesting an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided between the parties. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party’s case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

#### **17.4**

The Union Representative shall have the right to be present at any step of this procedure.

#### **17.5 Union Grievance**

The Union may initiate a grievance on behalf of a group of nurses if the grievance is submitted in writing to the Director of Human Resources within fourteen (14) calendar days from the date of its occurrence.

#### **17.6 Mediation**

The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance procedure. Should the grievance subsequently be pursued to arbitration, the Employer shall not be liable for any potential back pay liability for that period of time when the parties agreed to mediate until the parties terminate the mediation efforts.

### **17.7 Termination**

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

## **ARTICLE 18 – UNINTERRUPTED PATIENT CARE**

### **18.1 No Strike**

It is recognized that the Hospital is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon the Hospital, employees, and the Union. The Union, its officers, agents, representatives, and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, sympathy strike, informational or other picketing, or slowdown, concerted refusal to work overtime, or any other restrictions, interference with, or interruption of work at any of the hospital's operations, during the term of this Agreement. Employees, while acting in the course of their employment (including reporting to work), shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Hospital against any employee or employees, selectively or as a group, engaged in a violation of this Article. In the event of a claimed violation of this Article, the Hospital shall have the right, without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action and damages. The Employer will notify the Union in writing if employees engage in such activity. In the event of any activity prohibited by this Article, the Union, its officers, agents, and representatives will take appropriate steps to end or avert same, including notifying all employees of the Union's disapproval of such action and instructing such employees to cease such actions and return to work.

### **18.2 Lockout**

There shall be no lockout of employees during the life of this Agreement. The layoff of employees covered by this Agreement for any economic reason or natural disaster shall not be construed to be a lockout for purposes of this Agreement.

## **ARTICLE 19 – GENERAL PROVISIONS**

### **19.1 State and Federal Laws**

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

**19.2 Past Practices**

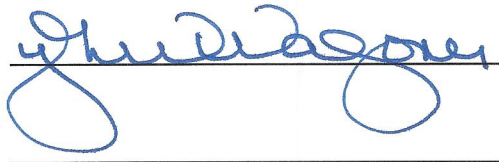
All employees of this bargaining unit in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Hospital having general applicability to all employees of the Employer (but not including policies relating to wages and benefits) and any subsequent personnel policies, rules and regulations that may in the sole discretion of the Employer be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

**ARTICLE 20 – DURATION**

This Agreement shall become effective January 1, 2022, provided that the Union has submitted written notice of ratification to the Employer, and shall remain in full force and effect to and including January 1, 2025, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

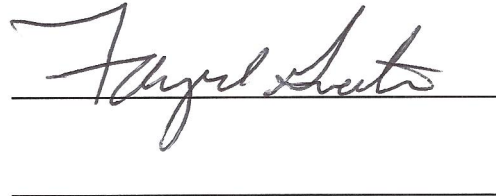
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the 1st day of January, 2022.

LOURDES MEDICAL CENTER



\_\_\_\_\_

UFCW LOCAL 21



\_\_\_\_\_

## **ADDENDUM A**

### LOURDES MEDICAL CENTER

#### **12 HOUR SHIFT NURSES**

Full-time twelve (12) hour shift nurses who are scheduled to work thirty-six (36) hours per week or seventy-two (72) hours in a two (2) week pay period (classified as “full-time”) shall accrue benefits on the basis and in the same manner of nurses scheduled to work eighty (80) each two (2) week pay period. Part-time nurses shall accrue benefits based on hours actually worked. Nurses shall receive paid benefits in twelve (12) hour increments.

## ADDENDUM B

### LOURDES MEDICAL CENTER

#### WAGE SCHEDULE

Step		Current	Jan. 1, 2022	Aug. 1, 2022	Jan. 1, 2023	Jan. 1, 2024
A	1	\$32.64	\$33.46	\$34.13	\$35.15	\$36.20
B	2	\$33.35	\$34.18	\$34.87	\$35.91	\$36.99
C	3	\$34.10	\$34.95	\$35.65	\$36.72	\$37.82
D	4	\$34.66	\$35.53	\$36.24	\$37.32	\$38.44
E	5	\$35.85	\$36.75	\$37.48	\$38.61	\$39.76
F	6	\$36.47	\$37.38	\$38.13	\$39.27	\$40.45
G	7	\$37.29	\$38.22	\$38.99	\$40.16	\$41.36
H	8	\$38.13	\$39.08	\$39.86	\$41.06	\$42.29
I	9	\$38.95	\$39.92	\$40.72	\$41.94	\$43.20
J	10	\$39.84	\$40.84	\$41.65	\$42.90	\$44.19
K	11	\$40.74	\$41.76	\$42.59	\$43.87	\$45.19
L	12	\$41.63	\$42.67	\$43.52	\$44.83	\$46.17
M	13	\$42.59	\$43.65	\$44.53	\$45.86	\$47.24
N	14	\$43.57	\$44.66	\$45.55	\$46.92	\$48.33
O	15	\$44.54	\$45.65	\$46.57	\$47.96	\$49.40
P	16	\$45.54	\$46.68	\$47.61	\$49.04	\$50.51
Q	17	\$46.55	\$47.71	\$48.67	\$50.13	\$51.63
R	18	\$47.61	\$48.80	\$49.78	\$51.27	\$52.81
S	19	\$48.68	\$49.90	\$50.89	\$52.42	\$53.99
T	20	\$49.79	\$51.03	\$52.06	\$53.62	\$55.23
U	21	\$50.88	\$52.15	\$53.20	\$54.79	\$56.43
V	22	\$52.06	\$53.36	\$54.43	\$56.06	\$57.74
W	23	\$53.19	\$54.52	\$55.61	\$57.28	\$59.00
X	24	\$54.40	\$55.76	\$56.88	\$58.58	\$60.34
Y	25	\$55.65	\$57.04	\$58.18	\$59.93	\$61.73
Z	26	\$56.89	\$58.31	\$59.48	\$61.26	\$63.10
AA	27	\$58.19	\$59.64	\$60.84	\$62.66	\$64.54
AB	28	\$59.44	\$60.93	\$62.14	\$64.01	\$65.93
AC	29	\$60.03	\$61.53	\$62.76	\$64.64	\$66.58
AD	30	\$60.63	\$62.15	\$63.39	\$65.29	\$67.25
AE	31	-----	-----	-----	\$65.94	\$67.92

Effective the first full pay period of January 1, 2023, the Employer will add a step AE that will be one (1%) percent above step AD

## ADDENDUM C

### LOURDES MEDICAL CENTER

#### TEN (10) HOUR SHIFT ALTERNATIVE WORK SCHEDULE

In accordance with Section 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10-1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first two (2) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. Rest Between Shifts. Regular status employees who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1-1/2) throughout the next shift worked. This Section shall not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (Section 10.2). If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.
4. Work Schedule. The Work Schedule shall provide for a standardized start time unless agreed to by the employee.

## ADDENDUM D

### LOURDES MEDICAL CENTER

#### TEN (10) HOUR SHIFT ALTERNATIVE WORK SCHEDULE OPERATING ROOM

In accordance with Section 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10-1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first two (2) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. Rest Between Shifts. Regular status employees who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1-1/2) throughout the next shift worked. This Section shall not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (Section 10.2). If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

## ADDENDUM E

### LOURDES MEDICAL CENTER

#### EIGHT (8)/TWELVE (12) HOUR SHIFT ALTERNATIVE WORK SCHEDULE

In accordance with Section 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work an eight (8) and twelve (12) hour combination shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. Nurses may be scheduled to work two (2) eight (8) hour work days consisting of eight and one-half (8-1/2) hours each and two (2) twelve (12) hour work days consisting of twelve and one-half (12-1/2) hours each within a seven (7) day period. Each shift will include one (1) thirty (30) minute meal period. Nurses scheduled for a twelve (12) hour shift shall receive three (3) fifteen (15) minute paid rest breaks. Nurses scheduled for an eight (8) hour shift work day shall receive two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. Nurses shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of the assigned eight (8) hour shift and the assigned twelve (12) hour shift schedules, or for hours worked in excess of forty (40) hours per week.
3. Rest Between Shifts; Twelve (12) Hour Shift Schedules. Nurses who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1-1/2) throughout the next shift worked. This Section shall not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (Section 10.2). If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.
4. Shift Differential. Shift differential for nurses working an eight (8) hour shift schedule shall be in compliance with the collective bargaining agreement. Nurses working a twelve (12) hour schedule on the day shift shall receive no shift differential. Nurses scheduled to work 7:00 p.m. to 7:00 a.m. shall receive night shift differential for that twelve (12) hour work schedule. Nurses scheduled to work any other combination of hours shall be paid the appropriate evening and/or night shift differential for hours worked between 3:00 p.m. and 7:00 a.m.
5. Benefit Accrual. Full-time nurses who have been employed to work the eight/twelve (8/12) hour shift work schedule shall accrue benefits on the basis of eighty (80) position control hours each two (2) week pay period. Part-time nurses shall accrue benefits based on actual hours worked. The holiday benefit shall be paid in ten (10) hour increments for full-time nurses and a pro rata of ten (10) hours for part-time A (benefits eligible) nurses based on position control hours. Education benefit days may be paid in either eight (8) or twelve (12) hour increments according to the number of hours allotted in Section 16.6. PTO shall be paid in either eight (8) or twelve (12) hour increments in kind to the number of hours of the scheduled shift for which the nurse was ill.



## ADDENDUM F

### EIGHT (8) / TEN (10) HOUR SHIFT ALTERNATIVE WORK SCHEDULE

In accordance with Section 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work an eight (8) and ten (10) hour combination shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. Nurses may be scheduled to work eight (8) hour work days consisting of eight and one-half (8-1/2) hours each and ten (10) hour work days consisting of ten and one-half (10-1/2) hours each. Each shift will include one (1) thirty (30) minute meal period and two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. Nurses shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of the assigned eight (8) hour shift and the assigned ten (10) hour shift schedules, or for hours worked in excess of forty (40) hours per week.
3. Rest Between Shifts; Ten (10) Hour Shift Schedules. Nurses who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1-1/2) throughout the next shift worked. This Section shall not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (Section 10.2). If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.
4. Shift Differential. Shift differential for nurses working an eight (8) hour and ten (10) hour shift schedule shall be in compliance with the collective bargaining agreement.

## ADDENDUM G

### TEN (10) / TWELVE (12) HOUR SHIFT ALTERNATIVE WORK SCHEDULE

In accordance with Section 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work a ten (10) and twelve (12) hour combination shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. Nurses may be scheduled to work ten (10) hour work days consisting of ten and one-half (10-1/2) hours each and twelve (12) hour work days consisting of twelve and one-half (12-1/2) hours each. Each shift will include one (1) thirty (30) minute meal period. Nurses scheduled for a twelve (12) hour shift shall receive three (3) fifteen (15) minute paid rest breaks. Nurses scheduled for a ten (10) hour shift work day shall receive two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. Nurses shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of the assigned ten (10) hour shift and the assigned twelve (12) hour shift schedules, or for hours worked in excess of forty (40) hours per week.
3. Rest Between Shifts. Nurses who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1-1/2) throughout the next shift worked. This Section shall not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (Section 10.2). If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.
4. Shift Differential. Shift differential for nurses working a ten (10) hour and twelve (12) hour shift schedule shall be in compliance with the collective bargaining agreement.

# THE UNION DIFFERENCE

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

## A Voice at Work

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

## Right to Union Representation

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

## Just Cause for Discipline

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

## The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

## Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

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My Union Rep is:

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*Building a powerful Union that fights for economic,  
political and social justice in our workplaces  
and in our communities.*

**Seattle:** 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

**Mt. Vernon:** 1510 N 18th St, Mt Vernon, WA 98273-2604

**Des Moines:** 23040 Pacific Hwy S, Des Moines, WA 98198-7268

**Silverdale:** 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

**Spokane:** 2805 N Market St, Spokane, WA 99207-5553

**Spokane:** 1719 N Atlantic St., Spokane, WA 99205

**Tri-Cities:** 2505 Duportail St, Suite D, Richland, WA 99352-4079

**Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

**Yakima:** 507 S 3rd St, Yakima, WA 98901-3219

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