

Agreement by and between **UFCW 3000** and **Providence St. Mary Hospital**

Effective through: 12-31-2025

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: 1-866-210-3000

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COLLECTIVE BARGAINING AGREEMENT

By and Between

**PROVIDENCE ST. MARY MEDICAL CENTER
(Walla Walla, Washington)**

and

UNITED FOOD & COMMERCIAL WORKERS 3000

This Agreement is made and entered into by and between PROVIDENCE ST. MARY MEDICAL CENTER (hereinafter referred to as the "Medical Center," or the "Employer"), and the UNITED FOOD AND COMMERCIAL WORKERS 3000 (hereinafter referred to as the "Union" or the "UFCW").

ARTICLE 1 - PURPOSE

1.1 Purpose. The purpose of this Agreement is to promote equitable employment relations and conditions between the registered nurses covered by this Agreement and the Medical Center, in order to meet the mutual objective of quality patient care, and to provide a procedure for the orderly settlement of any dispute and an orderly system of employer-employee relations.

ARTICLE 2 - RECOGNITION

2.1 Recognition. The Medical Center recognizes the Union as the sole and exclusive bargaining representative for, and this Agreement shall cover, all registered nurses employed by the Medical Center as Resident Nurse, Staff Nurse, Charge Nurse, Unit Coordinator and Per-Diem Nurse, excluding Directors and other supervisors and all other employees.

ARTICLE 3 - MEMBERSHIP

3.1 Membership All bargaining unit nurses who are members of the Union, or who agree to pay a fee for collective bargaining services, at the time of ratification of this Agreement, and all bargaining unit nurses who voluntarily become members of the Union, or agree to pay a fee for collective bargaining services, during the term of this Agreement, must maintain their membership in good standing for the life of the Agreement. Good standing is defined as paying Union dues or service fees on a timely basis. Failure to comply with this condition shall, within thirty (30) days of receipt by the Hospital of the written request by the Union, result in the discharge of the nurse.

All bargaining unit nurses who are hired after the effective date of this Agreement shall have thirty (30) calendar days from the date of hire in which to give written notice by certified or registered mail to the Union at its headquarter offices of their intent to not join the Union or pay service fees to the Union. Such written notice must be postmarked within thirty (30) calendar days

from the date of hire, with a copy furnished to the Employer.

In the event a newly-employed bargaining unit nurse fails to exercise the foregoing option within thirty (30) days, then said nurse shall be required to become a member of the Union (or pay the service fee) within forty-five (45) calendar days from the date of hire. Failure to comply with this condition after the passing of forty-five (45) calendar days shall, at the written request of the Union, result in immediate discharge of the nurse.

Newly-hired bargaining unit nurses may be made aware of this membership provision at the time of hire and orientation. Monthly, a list of newly employed bargaining unit nurses will be provided to the bargaining unit chairperson and to the Union.

3.2 Payroll Deduction. During the term of this Agreement, the Medical Center shall deduct dues and/or fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Medical Center, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Employer in applying this section.

3.3 Rosters. The Medical Center will supply to the Union soon after the effective date of this Agreement and every three (3) months thereafter a seniority list of registered nurses in the bargaining unit. The list will include names, addresses, phone numbers, FTE, date of hire, last four digits of social security number, shifts, units, and rates of pay of the nurses. The Employer will also provide the Union with a list of names and addresses of new hires and terminations with date of hire/termination on a monthly basis. This list will also contain nurses who have had a name change (identifying both their prior name and new name).

Nurses will keep the Medical Center informed of any changes in address or phone number. All nurses must make available to the Employer either a personal phone number or a message phone number at which they can be reached.

3.4 Contract. Newly hired registered nurses shall be given a written job description. Copies of this Agreement, supplied by the Union, will be available to currently employed nurses in Human Resources at the request of the nurse.

The Medical Center shall distribute a copy of this contract, provided by the Union to all newly hired nurses, within the first week of employment orientation. A UFCW membership application, payroll deduction card, UFCW information packet and approved cover letter will also be provided. The Medical Center will give the bargaining unit representative a list of names and addresses of all new registered nurses in the unit upon request.

3.4.1 The Medical Center will provide the bargaining unit representative with the date(s) for General Orientation. The bargaining unit representative will be allowed to give notice to newly hired nurses of an opportunity to meet after completion of the General

Orientation. A copy of this Notice will be provided, in advance, to Human Resources. The bargaining unit representative will make arrangements for a meeting room. This meeting will be used to introduce the Union and the contract to the newly hired nurses. Attendance at this voluntary meeting will be on unpaid time.

One (1) bargaining unit representative will be provided with a list of new hires within five (5) days of the new hire day for the purpose of introduction to the Union. This list will include name, department, and contact information.

3.5 Bulletin Board. Two (2) bulletin boards in prominent but not public locations, as well as bulletin boards in each report room, will be designated by the Medical Center for the posting of Union announcements and activities.

3.6 Bargaining Unit Representative. The Union shall have the right to select bargaining unit representatives from among nurses in the unit. The bargaining unit representatives may investigate circumstances of grievances under this Agreement within the Medical Center during unpaid release time and contact other nurses during their off-duty hours pursuant to the investigation, unless the Medical Center requests that work time is to be used.

3.7 Meeting Rooms. The Union may be permitted to use designated premises of the Medical Center for meetings of the local unit, with or without Local Union staff present, provided sufficient advance request for meeting facilities is made and space is available, and provided further that such meeting facilities shall not be utilized by the Union to organize, directly or indirectly, Medical Center employees not in the bargaining unit and such facilities shall only be utilized for registered nurse activities.

3.8 Union Leave. Elected officers and representatives of UFCW 3000 will be allowed unpaid time off for Union business as necessary provided it does not conflict with staffing requirements as determined by the Medical Center. Employees may use accrued paid time off if they choose.

3.9 Negotiations. Nurses who are designated by the Union to serve on the Union's negotiating team will be allowed unpaid release time as may be consistent with patient care needs to attend negotiation sessions. The supervisor will make reasonable efforts to work with the nurse. Where the negotiation schedule permits, nurses will work with the managers prior to a schedule being finalized, to schedule negotiation days as time off.

ARTICLE 4 - DEFINITIONS

4.1 Registered Nurse. One who is a graduate of an accredited School of Nursing and is currently and validly licensed to practice professional nursing in the State of Washington.

4.2 Resident Nurse. A resident nurse is a Registered Nurse whose clinical experience after graduation is less than six (6) months; or a Registered Nurse who is returning to practice in an acute care setting with a break in nursing practice of eighteen (18) months or more; or one who has never practiced nursing in an acute care hospital. Residency shall not exceed six (6) continuous

months unless mutually agreed in writing by the nurse and the Director. Any period of extension shall not exceed nine (9) continuous months from date of hire. If the nurse does not become a staff nurse during the six (6) month residency period or extension, the nurse shall be terminated. A Resident Nurse shall be assigned as a team member under close supervision of more experienced nurses and shall be responsible for the direct care of limited numbers of patients. An experienced Registered Nurse returning to practice who has recently satisfactorily completed an approved nursing refresher course shall be reviewed for promotion to staff nurse within the probationary period.

A Resident Nurse who is required to function without close supervision and who is assigned the same level of responsibilities as a staff nurse shall be promoted to the position of staff nurse and compensated accordingly.

4.3 Staff Nurse. A staff nurse is a Registered Nurse employed by the Medical Center who is responsible for the direct and indirect total nursing care of the patient.

4.4 Charge Nurse. A staff nurse who, in addition to being responsible for the direct or indirect total care of patient, is temporarily assigned to assist and coordinate as assigned by the Medical Center in the continuity of patient care responsibilities and clinical activities of an organized nursing unit.

4.5 Unit Coordinator. A staff nurse who, in addition to being responsible for the direct or indirect total care of patient, is assigned a leadership responsibility by the Medical Center in carrying out the strategic goals of his or her assigned department.

4.6 Probationary Employees. A nurse who has been hired by the Medical Center and who has been continually employed by the Medical Center for less than three (3) full months is a probationary employee. After this period of continuous employment, the nurse shall be considered a regular employee. If a nurse does not successfully complete the probationary period, the Medical Center may discharge the nurse, or the nurse and the Medical Center may mutually agree to one of the following options:

4.6.1 Extend the probationary period for up to an additional three (3) months; or

4.6.2 Grant the nurse regular status and place the nurse into a residency program for up to an additional three (3) months of orientation and training.

Nurses whose probationary period is extended or who are placed into a residency program shall be provided a written explanation of the deficiencies and corrective action necessary.

Benefits during an extended probationary period will continue to accrue but will not be available until regular status is achieved. Insurance will not be available until after the completion of the three (3) month probationary period. Probationary nurses do not have recourse to the grievance procedure and may be terminated without cause.

4.7 Full-Time Nurses. Nurses who are regularly scheduled to work seventy (70) hours within a fourteen (14) day work period.

4.8 Part-Time Nurses. Nurses who are regularly scheduled to work less than seventy (70) hours within a fourteen (14) day work period.

4.8.1 Those nurses regularly scheduled less than forty (40) hours per work period shall receive a fifteen percent (15%) wage differential in lieu of all other benefits.

4.8.2 Part-time nurses will have their FTE status stated in writing upon assuming the part-time position. Nurses will not be scheduled to work more than their FTE status without specific agreement.

4.9 Per-Diem Nurse. Per-Diem nurses are not regularly scheduled and are used to temporarily augment the work force. Per-Diem nurses may limit their availability to one (1) or more units.

Per-Diem nurses shall be available to work a minimum of three (3) weekend shifts and three (3) other shifts per 6 week period. Shift length will depend upon the shift length needed in each unit (e.g., 8, 10, or 12). Shift flexibility (e.g., day, evening or night) may be individually negotiated with the Unit Director based on the needs of the unit at that time.

Per-Diem nurses shall be available to work one (1) of the specified shifts (on a rotating basis) one of the following days each year: January 1 (any shift); Thanksgiving (any shift) December 24 (any shift); December 25 (any shift) December 31 (any shift). If Per-Diem nurses voluntarily agree to trade their turn(s) in the rotation to work one of these specified shifts annually, such voluntary trade will count in the rotation, provided the Per-Diem nurses involved give written documentation of their trade to and obtain written approval from their Unit Directors before the trade is effective.

Per-Diem nurses are scheduled to work after available full-time and part-time nurses have been regularly scheduled. Per-Diem nurses will receive a fifteen percent (15%) wage differential in lieu of all other benefits.

4.9.1 Except as specifically provided, all terms and conditions of this Agreement shall apply. Per-Diem nurses shall not accrue bargaining unit seniority. However, regular nurses changing to per-diem status shall have their seniority and benefit levels banked until the nurse returns to regular status.

4.9.2 Per-Diem nurses shall not have access to the arbitration provisions provided for in this Agreement. A Per-Diem nurse will be provided written notification if the Medical Center does not intend to use his/her services.

4.9.3 If a Per-Diem nurse occupies a position of two (2) or more shifts per week for three (3) months on the same unit (including float pool), such position will be posted in accordance with Article 8.5 of the Agreement. This does not apply if the Per-Diem nurse is replacing a nurse scheduled to return.

4.10 Straight Pay. Straight pay shall be defined as the hourly rate without the inclusion

of shift differential.

4.11 Regular Rate of Pay. Regular rate of pay for purposes of computing overtime shall be defined in accordance with the state and federal wage and hour laws. See Sections 12.4 and 13.5 for PTO Safe Sick Pay Practices.

4.12 Time Paid For But Not Worked. Time paid for but not worked shall be considered as time worked for the computation of benefits except overtime and shall be defined as all PTO, Safe Sick, jury duty time and bereavement leave time.

4.13 Premium Pay. Hours paid for at one and one-half (1½) or double (2x) the straight time or regular rate of pay which do not otherwise constitute overtime under the wage and hour laws.

4.14 Nurse Preceptor. A nurse preceptor is a nurse with at least one (1) year of continuous relevant experience designated by his or her nurse manager to: (1) assess the learning needs of (a) an inexperienced, re-entry, or new-to-specialty nurse or (b) a capstone, immersion, practicum or student of similar level; (2) participate in planning that person's learning program; (3) provide direct guidance to that person's learning program or implement such program; (4) provide direct guidance and supervision to that person during the program; and, (5) in conjunction with the nurse manager and/or designee, evaluate that person's progress during the program. The Medical Center may appoint a nurse as a preceptor. Only those hours a nurse is assigned to precept a resident nurse are compensated at the Nurse Preceptor rate of pay. Nurse Preceptor premium (see Section 11.9) shall be paid in addition to Certification, BSN and Charge pay, if such premiums are otherwise applicable to the hours a nurse is assigned to precept a resident nurse. Nurses assigned as a Nurse Preceptor shall receive orientation/training prior to assuming the Nurse Preceptor's role. Nurse Preceptor duties may be considered in direct patient care assignments. Assignments as a Nurse Preceptor shall be determined by nursing management with the agreement of the nurse. Nurse Preceptor assignments will not exempt a nurse from floating or low census if it would normally be the assignee's turn in such rotation or assignment.

4.14.1 Orientation. Additionally, it is understood that other registered nurses in the ordinary course of their professional responsibilities will be expected to participate in the general orientation process (including the orientation of students, resident nurses and newly hired registered nurses) without receiving Nurse Preceptor pay. These general orientation expectations would include providing informational assistance, support and guidance to such nurses on the unit.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

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

5.3 Shifts.

Day Shift: Any shift where the majority of regularly scheduled hours are between 6:30 a.m. and 3:00 p.m.

Evening Shift: Any shift where the majority of regularly scheduled hours are between 2:30 p.m. and 11:00 p.m.

Night Shift: Any shift where the majority of regularly scheduled hours are between 10:30 p.m. and 7:00 a.m.

Where the majority of hours worked, excluding overtime, occur in the periods designated as evening or night shift, employees will be paid shift differential for all hours worked on that shift.

Where an equal number of hours are worked on two shifts, the employee shall receive the higher differential for the entire shift.

5.4 Innovative Work Schedules. When mutually agreeable to the Medical Center, the nurse(s) and the Union, written innovative schedules may be established provided, however, that unless otherwise stipulated therein, such schedule complies with the terms and conditions of this Agreement.

5.4.1 Unit-wide Innovative Schedules. If the Medical Center, the Union and the nurses on a unit desire to establish an innovative schedule on a unit-wide basis, the adoption of the innovative schedule shall be subject to a vote by the unit's nurses and shall not be implemented unless approved by two-thirds (2/3) of the nurses voting. The clusters for voting purposes only on innovative shifts shall be:

1. 4 East, Float Pool (PRN), and 3 East;
2. ICU, Critical Care Resource RN (CCRRN), and Emergency Department;
3. 3 South;
4. Cancer Center;
5. Perioperative Services (OR, PACU, Outpatient Procedure Center, and GI Lab);
and
6. Home Health;
7. Cath Lab/Resource; and
8. Vascular Access

Once adopted, such unit-wide innovative schedule shall be subject to a ninety (90) day trial period. At the conclusion of that trial period, another vote shall be conducted, and the unit-wide innovative schedule shall not be continued unless mutually agreeable to the Medical Center and two-thirds (2/3) of the nurses voting. A unit-wide innovative schedule may be discontinued thereafter in accordance with Paragraph 7 of Appendix A.

5.5 Overtime. All time worked in excess of the standard work day shall be considered overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular

rate of pay for the first four (4) hours beyond the standard work day. Overtime worked beyond the first four (4) hours shall be compensated at double time (2x). Time paid for but not worked shall not count as time worked for the purposes of computing overtime and wages in this contract, unless otherwise agreed to in this contract. Rounding practices related to overtime calculations shall be determined by the Medical Center's timekeeping/policies.

There shall be no compounding or pyramiding of overtime or premium pay.

5.6 Overtime Authorization. No prescheduled or planned overtime shall be incurred without specific advance authorization of the nurse's Director or the Medical Center Administrative Supervisor. However, unexpected overtime hours related to patient care or essential departmental operations shall not require advance authorization, but will be reviewed by the unit's Director as soon as practicable before the end of the pay period. Overtime will be discouraged.

5.7 Meal and Rest Periods. Meal and rest periods shall be administered in accordance with state law (WAC 296-126-092). All nurses shall receive an unpaid meal period of one-half (½) hour. Nurses required to remain on duty during the meal period shall be compensated for such time at the appropriate overtime rate of pay. All nurses shall be allowed one (1) uninterrupted paid rest period of fifteen (15) minutes during each four (4) hours of work. If the nurse's rest period is interrupted, the Hospital will ensure that the Nurse has received or will receive at least ten (10) minutes of uninterrupted rest. Nurses will record all missed meal/rest periods in the Medical Center's timekeeping system. There shall be no retaliation for recording missed meal/rest periods. Holding nurses accountable for time management shall not be construed as "retaliation" under this section.

5.8 Weekends. The Medical Center shall make reasonable efforts not to schedule any nurses for more than two (2) weekends out of each four (4) weekends, absent agreement to the contrary by the nurse. Except in emergency situations, all nurses shall be scheduled off at least one (1) weekend out of each three (3) successive weekends. In the event a nurse is scheduled for three (3) successive weekends, all time worked on the third successive weekend shall be paid at the rate of one and one-half (1½) times the regular rate of pay. A nurse who has qualified for the time and one-half (1½) premium due to being scheduled for three (3) successive weekends shall not be low censused out of turn under Section 8.2. This section does not apply to any nurse who voluntarily agrees to work a schedule consisting of more frequent weekend duty. The weekend shall be defined as Saturday and Sunday, for day and evening shift personnel. For night shift personnel (11-7) the weekend shall be defined as Friday and Saturday night.

Full- and part-time nurses who work an unscheduled weekend shift will be paid at one and one-half (1½) times their regular rate. Any nurse (excluding Per-Diem nurses) who works an unscheduled weekend shift shall receive a premium of Fifteen Dollars (\$15) an hour for the hours worked on the unscheduled weekend shift. The unscheduled weekend shift premium shall be paid at a minimum of one (1) hour. After the first hour, the premium will be pro-rated in quarter of an hour increments (\$3.75 = 15 minutes).

5.9 Work Schedules. Schedules shall be posted at least ten (10) days before the first

day of the schedule's effective date. Attempts will be made on the part of both the nurses and the Medical Center to restrict changes of schedule to a minimum, thereby reducing inconvenience on both sides. The Medical Center retains the right to adjust work schedules to maintain an efficient and orderly operation. Except for emergency conditions involving the delivery of patient care or low census conditions, individual scheduled hours of work set forth on a posted schedule may be changed only by mutual agreement after discussion.

5.10 Travel. When a nurse covered by this Agreement is required by the Medical Center to accompany a Medical Center patient off Medical Center premises, the nurse shall be considered in the employ of the Medical Center, and all provisions of the Agreement shall apply. The Medical Center shall reimburse the nurse for all necessary travel expenses incurred by the nurse under said circumstances. The Medical Center's prior approval shall be obtained in writing whenever possible.

Any nurse required to use a personal automobile for Medical Center business shall be compensated at a rate which is at least the current IRS rate for each mile driven, effective at the time the announcement is made by the IRS.

5.11 Additional Hours. Part-time nurses, and full-time nurses working reduced hours, desiring additional hours up to full-time shall notify the Director in writing. Insofar as is practical and without incurring overtime unless at Medical Center request, the Employer shall utilize qualified full-time and part-time nurses before scheduling Per-Diem nurses and/or nurses who have yet to complete their probationary period.

5.12 Rest Between Shifts. In scheduling work assignments, the Medical Center will make a good faith effort to provide each nurse with eleven and one-half (11½) hours off between shifts. In the event a nurse is required to work with less than eleven and one-half (11½) hours off between shifts (excluding standby hours for all nurses, and excluding call-back hours for nurses working in the obstetrics, operating room, home health units or cath lab when on call hours are regularly scheduled), all time worked that subsequent shift shall be at one and one-half (1½) times the regular rate. This section does not apply to any nurse who voluntarily agrees to waive the eleven and one-half (11½) hour rest between shifts requirement. See Paragraph 4 of Appendix A for Rest Between Shifts for 10, and 12 hour shifts.

5.12.1 Subject to patient care considerations, the Medical Center will make a good faith effort to provide relief for an OR, PACU, Outpatient Procedure Center, Cath Lab, or Home Health nurse who is scheduled for standby, was called in from scheduled call, and worked three (3) cumulative hours and who did not get at least an unbroken eight (8) hours rest between scheduled shifts. If a nurse who did not receive an unbroken period of eight (8) hours off and worked three (3) cumulative hours during the call back period will be paid for all time worked on the subsequent shift at one and one-half (1½) times the regular rate of pay. Notwithstanding the foregoing, a nurse who feels fatigued may request the next scheduled shift off or a change in the nurse's start or end time on the next scheduled shift following the scheduled call period. Subject to patient care considerations, the Medical Center will make good faith efforts to grant the nurse's request. If granted, the nurse may

use PTO for such shift, or with the Unit Director's agreement, the time off may be considered as a low census day and counted in the low census rotation for the unit.

5.13 Shift Rotation. There shall be no regular rotation of shifts except where mutually agreeable with the Medical Center and the nurse(s). In the event the nurse(s) agreeing to rotate leaves the position(s), the position(s) will revert back to its/their former status. In emergency situations (unpredictable influx of patients or staffing shortage, e.g.), nurses may be required to rotate shifts. If such rotation is necessary, volunteers will be sought first. If there are insufficient volunteers, assignments will be made on a seniority basis.

5.14 Overtime and Call. The Medical Center will comply with the mandatory overtime and call provisions of HB 1155 (2019-20). Compliance with HB 1155 will be considered compliance with any overtime or call provisions of this Agreement.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Nondiscrimination. The Medical Center and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. Where the term "her" and "his" is used, it shall be applied to either sex. Neither the Medical Center nor the Union shall discriminate against any nurse with respect to the nurse's employment because of race, color, creed, religion, national origin, sex, sexual orientation, age, marital or veteran status, disability (subject to occupational requirements), genetic information, or any other basis protected by applicable law. No registered nurse in the bargaining unit will be discriminated against for any lawful Union activity outside of scheduled work hours.

6.2 Discipline. No regularly scheduled nurse shall be discharged, except for just cause. Regular nurses disciplined or discharged for just cause shall be entitled to utilize the grievance procedure. A nurse may request the attendance of a Union Representative during any investigatory meeting which may lead to disciplinary action, provided such request does not delay the investigation.

Nurses shall be required to sign written disciplinary actions for the purpose of acknowledging receipt and will be given a copy of the written disciplinary action at time of signature. Nurses will be given the opportunity to provide a written response to disciplinary actions to be included in the personnel file. Nurses may provide a copy of written disciplinary actions to the Union. After eighteen (18) months, if no further disciplinary action is applied, the employee may submit a written request seeking that written disciplinary notices be removed from his/her file. Any removal of material from the personnel file shall be at the sole discretion of the Chief Nursing Officer and Human Resources Director.

6.3 Progressive Discipline. A system of progressive discipline, comprised of verbal warnings, written reprimands, suspension without pay and termination will be practiced when appropriate, and will be consistent with the Medical Center's personnel policies. Which disciplinary action to be taken depends on the seriousness of the affected nurse's conduct, as determined by the Medical Center.

6.4 Evaluations. The Medical Center shall maintain yearly performance evaluations for all regular nurses. The evaluation shall be discussed with the nurse and the nurse will be required to sign it. A copy will be offered to the nurse at the time of the evaluation.

Interim evaluations may be conducted to document performance problems. It is agreed that performance review shall be used as a tool for assessing the professional skills of the nurse, for improving the nurse's performance and for recognizing satisfactory performance. It is further agreed that the nurse's participation is an integral part of the evaluation process.

Nurses will continue to 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. In the event a nurse is given a poor work evaluation, counseling will be provided at the request of the nurse or the Director.

6.5 Personnel File. Regular nurses shall have access to see their personnel files by contacting Human Resources for appointment with a Human Resources staff member, scheduled at a mutually convenient time. Human Resources may first remove employment references provided to the Medical Center regarding the nurse. A copy of the personnel action form showing conditions of hiring, termination, change in status, pay, or shift, or leave of absence, will be given the nurse at the time of change. Nurses may receive copies of other documents in their file if they reimburse the Medical Center for its reasonable copying costs.

6.6 Meetings. Registered nurses will be compensated at their straight pay rate for attending a mandatory meeting, unless such meeting extends beyond their regularly scheduled shift for that day or beyond eighty (80) hours in a pay period, in which case the overtime provisions of Section 5.4 of this Agreement shall apply.

Nurses attending a voluntary meeting either before or after their regularly scheduled shift or on an unscheduled work day shall be compensated at their straight time pay rate unless it causes them to work overtime as defined under the Fair Labor Standards Act.

6.7 Safety. The Medical Center will maintain a safe and healthful work place in compliance with all Federal, State and Local laws applicable to the safety and health of its nurses.

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

The nurses will comply with all health and safety policies and procedures of the Medical Center.

The Medical Center will provide appropriate equipment in order to safely implement policies.

The Medical Center participates in the Washington Health Professional Services (W.H.P.S.), a confidential program for chemically impaired health professionals.

ARTICLE 7 - STAFF DEVELOPMENT

7.1 Education and Orientation. The primary responsibility for education rests with each individual nurse. Nurses are encouraged to communicate their suggestions and requests with regard to educational topics to be covered to the appropriate department of the Medical Center. The Union agrees to promote active participation and attendance in the educational programs provided by the Medical Center.

7.1.1 The Medical Center will maintain a viable education program responsive to the needs of the nurses and in conformance with the objectives and philosophy of the Patient Care Services and Education Departments, the Medical Center, and Providence Health and Services. Programs will be posted in advance and scheduled in an effort to accommodate varying work schedules.

7.1.2 When education programs are posted, the Medical Center will indicate if attendance is mandatory. Time spent at mandatory sessions shall be considered as time worked for the purpose of computing overtime.

7.1.3 The Medical Center will orient new and returning nurses to the institution, its policies and procedures, and the nurse's functions and responsibilities as defined in the job descriptions.

7.2 Education Planning. Within three (3) months of the start of the fiscal year, each unit will meet with its Director to plan the unit's educational needs. Taken into consideration will be:

- The unit's educational budget;
- The growth needs of the nurse(s);
- The educational parameters of the unit;
- A review of the previous year's educational history by topic and nurse;
- The approval process.

Once complete, each unit's plan will be reviewed and approved by Nursing Administration. Once approved the plan will be implemented on a unit-by-unit basis, subject to available funds. There will be periodic meetings to review and evaluate the plan, the available educational funds and new educational needs of the unit.

It is understood that the Medical Center supports continuing education and will make a reasonable effort to allocate resources to meet the needs of the Medical Center and nurses.

7.3 Paid Educational Leave. After one (1) year of continuous employment, paid educational leave will be granted to full- and part-time nurses regularly scheduled forty (40) or more hours per pay period, for the purpose of attending job-related professional or educational meetings, or taking national certifying examinations, provided the use of this leave shall be subject to the Medical Center's scheduling requirements and the other requirements of this section. A nurse desiring to use paid educational leave must present a written request to his/her Director at least one (1) month in advance. The Medical Center will respond to the request, either granting or

denying the request, in a timely manner. If the request is denied, in whole or part, the nurse will be informed of the reason why.

7.3.1 Educational Leave Accrual. Eligible full- and part-time nurses shall earn paid educational leave as follows:

	<u>Hours Schedule Per Pay Period</u>	
	<u>40-69</u>	<u>70-80</u>
1-5 years continuous service paid hours per year	16	24
6-10 years continuous service paid hours per year	24	32
11+ years of continuous service paid hours per year	32	40

Unused leave is not accumulated and carried over from year to year.

7.3.2 Educational Leave Use. A specified number of days, up to the limits stated in Section 7.3.1 will be granted to an eligible full- or part-time nurse making a timely request, subject to Medical Center scheduling requirements. Nurses may not utilize paid educational leave if it causes them to exceed their normal work week schedule. Nurses may take up to the length of their regularly scheduled shift as educational leave per day. Nurses will not use their educational leave on more than five calendar days per year. Approval of requests to use educational leave and for reimbursement of related expenses shall be subject to the following:

7.3.2.1 When there is a direct job relationship of such training or education to the nurse's current assignment, the Medical Center will pay the nurse up to the length of the nurse's regularly scheduled shift as educational leave per day. The goal of both parties is to make sure there is efficient and appropriate use of the educational budget. In that light, the Medical Center's reimbursement of reasonable registration and course fees will be subject to budgetary considerations. Any additional expense reimbursement is at the discretion of the Medical Center.

7.3.2.2 When the education or training program is only indirectly related to the nurse's current assignment, but would contribute to the nurse's professional growth and development, the Medical Center will pay the nurse up to the length of the nurse's regularly scheduled shift as educational leave per day. The Medical Center shall not be responsible for paying any registration or course fees or other expenses related to attendance.

7.3.2.3 When the educational or training program has no direct or indirect relation to the nurse's current assignment, but would contribute to the nurse's professional growth and development, the Medical Center may schedule unpaid educational leave time for the nurse. The nurse will not request reimbursement for any expenses related to such courses.

7.4 Educational Leave Agreements. Prior to leaving on a paid professional/educational meeting leave for a period in excess of three (3) days, a nurse will be required to sign a statement in which she agrees, absent unusual circumstances beyond the control of the nurse:

7.4.1 That, if he/she for any reason, except serious illness or accident or maternity leave of the nurse or discharge without cause, becomes unavailable for the same or a similar position for the Medical Center, immediately after completing the training classes, the nurse will repay to the Medical Center:

7.4.1.1 All of the cost of tuition, books, and travel, meals and lodging expenses paid by the Medical Center if she becomes unavailable for such work for less than six (6) consecutive months immediately after completing the training class; or

7.4.1.2 One-half (½) of the cost of tuition, books, travel, meals and lodging expenses paid by the Medical Center if she becomes unavailable for such work after six (6) months but less than twelve consecutive months immediately after completing the training class.

7.5 Educational Program Repayment. A nurse who fails to complete or attend an educational program for which leave has been granted (except for reasons of illness or serious injury) shall reimburse the Medical Center for all costs expended for the nurse's participation.

7.6 Educational Program Expenses. When the Medical Center requires a nurse to attend an educational program, the Medical Center will pay for the time spent attending such session and all reasonable expenses incurred by the nurse for attending that program.

7.7 Off Duty Programs. When the Medical Center requires a nurse to complete a course or training on his/her off-duty time to maintain his/her present position, the Medical Center will pay for the cost of tuition and books.

7.8 Tuition Reimbursement. Nurses will receive tuition reimbursement on the same terms and conditions as non-bargaining unit employees.

ARTICLE 8 - JOB SECURITY

8.1 Seniority Defined. Seniority shall be defined as a Registered Nurse's continuous length of service with the Employer from most recent date of hire as a Registered Nurse in the bargaining unit. Seniority benefits shall not apply to a nurse until completion of the probationary period. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire. Provided, however, that nurses who transfer out of a bargaining unit position, and then return to a bargaining unit position, will have previous bargaining unit seniority restored, but will not be credited with bargaining unit seniority for time worked in a non-bargaining unit position. Length of service as an employee of Providence Health

and Services shall be used to determine paid time off and benefit accruals but not bargaining unit seniority.

8.1.1 A nurse shall be entitled to seniority after completing the probationary period, whereupon seniority rights shall be retroactive to the employment date. Seniority shall not be affected by use of extended illness benefits or an industrial accident for up to one year of absence, or an educational leave for up to one year, or leaves of absence granted by the Medical Center for the period of time approved in writing by the Employer, or as otherwise provided in this Agreement. Nurses shall lose their seniority rights for one of the following reasons:

1. Voluntary resignation.
2. Discharge for proper cause.
3. Failure to call in from layoff within three (3) working days after the nurse receives the notice by certified mail as indicated by the return receipt.
4. Failure to keep the Medical Center informed of the nurse's permanent address and current location while on layoff.

8.2 Low Census. Low census is a decline in patient care requirements resulting in a need to temporarily decrease staff. Where skill, ability, experience, competence or qualifications are not overriding factors determined by the Employer based upon relevant criteria, low census days will be assigned to nurses in the following order:

1. Agency;
2. Overtime, whenever possible;
3. Voluntary Low Census Requests: e.g. requests by the nurse to be low censused that are made no earlier than 2 weeks in advance of a scheduled shift (to the Staffing Office)'
4. Per-Diem Nurses;
5. Return to authorized hours;
6. Travelers (if allowed by their contract);
7. Mandatory reduction of hours worked by regular nurses, rotated on an equitable basis by assigning low census to the nurse with the least amount of low census hours taken per shift.

The Employer reserves the right to adjust the order of implementation of low census time based upon the required skill levels and operational requirements of the Medical Center. If low census only impacts part of a scheduled shift, absent mutual agreement, the nurse's adjusted shift start time will only be changed once in relation to that low census shift.

Low census hours will be tracked continuously. No full- or part-time nurse shall be required to take more than ninety-six (96) involuntary (employer initiated requests) low census hours per year. Voluntary Low Census Requests granted will not count toward the limits on low census hours. A nurse may request her/his year-to-date low census hours from the Staffing Office. If a nurse questions the low census hours credited to the nurse, s/he will contact his/her manager. If the nurse continues to question his/her credited year to date low census hours, the issue will be

reviewed by the Nursing Practice/Conference Committee. The Medical Center will post nurses' low census hours, either electronically or in paper, each pay period.

The Medical Center will send the Union a list of the year-to-date low census hours every twelve (12) weeks. If chronic low census persists for three (3) or more consecutive months, the Employer will meet with the Conference Committee to discuss alternatives to reduction in force. Should alternatives not be feasible, a layoff will result.

8.2.1 Low Census Notification. The Medical Center shall make a reasonable effort (either by one message left on answering machine/voice mail or by documenting two (2) logged attempts to call) to notify nurses at least two (2) hours but not less than one (1) hour in advance of their regularly scheduled shift if the nurse is not required to report for work due to low census. (If the nurse was not available for notice and comes to work, report pay will not be paid.) Any difficulty regarding the notification to nurses under this section shall be submitted in writing to the Department Director who shall meet or respond to the nurse within five (5) days.

8.2.2 Benefits During Low Census. Regular nurses who work temporarily reduced schedules as the result of low census shall not lose any benefits to which their status otherwise entitles them.

8.2.3 Reporting Pay. Nurses who report for work as scheduled or at the Medical Center's request, and who must leave because of low census shall be paid a minimum of four (4) hours' pay at the regular rate, providing the nurse was available by telephone as stipulated in Section 8.2.1 above. This section does not apply to any nurse who voluntarily agrees to waive the four (4) hour reporting pay provided herein.

8.2.4 Low Census Standby. Nurses who are placed on low census before/during a regular scheduled shift may volunteer or agree to be assigned standby for the unit where they were scheduled to work and will receive unscheduled standby pay at the rate specified in Section 11.2. If called-in to work during the shift for which s/he was originally scheduled to work, the nurse will be paid his/her regular hourly rate. If for one or more consecutive months, there are insufficient numbers of nurses volunteering or agreeing to be assigned low census standby in a unit or department, the Medical Center will give the Union thirty (30) days' notice and an opportunity to meet, prior to implementing involuntary low census standby. If involuntary low census standby is implemented on a unit/department thereafter, the low census order of the unit/department will determine the nurse to be placed on low census standby. If mandatory low census is implemented in a unit/department, it will be for a period of four (4) months and then revert to voluntary thereafter, unless there is again a period of a month or more with insufficient numbers of nurses volunteering or agreeing to be assigned low census standby.

8.3 Layoffs. The Medical Center shall notify the Union at least thirty (30) calendar

days prior to implementing a layoff. The Medical Center shall also notify the Union of unit mergers or closure that may not result in layoffs. During a layoff, an updated seniority list and a listing of current job openings will be posted on the affected unit(s).

The patient care needs of the Medical Center and the skill, ability, experience, training and qualifications of nurses shall be examined by the Medical Center to determine which nurses are to be laid off. Where two (2) or more nurses have been judged to be substantially equal based upon relevant job criteria as determined by the appropriate Department Director and the operational requirements of the Medical Center, the nurse(s) with the least amount of seniority shall be laid off first.

A nurse affected by the layoff shall, to the extent possible, be reassigned to an open position. A nurse who has not been reassigned, or has not agreed to take a voluntary layoff, shall, if s/he requests, have his/her status reviewed by the Conference Committee. The Conference Committee shall conclude its deliberations within the thirty (30) calendar day period after the Union received notice of the layoff in question.

8.3.1 Bumping. A nurse who has been notified that s/he is to be laid off, and who has not had his/her status resolved by the Conference Committee, shall be permitted to bump the least senior nurse in a position for which s/he is presently qualified without additional training and for which s/he is available to work the regularly assigned hours for such position. No more than one bump shall be permitted in one layoff situation by a nurse. Illustrative examples (not exhaustive) of units/departments which usually require additional training include labor and delivery, ICU, ER and OR.

8.3.2 Reinstatement Roster. A nurse on layoff shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. A nurse shall be removed from such roster upon accepting employment with another employer, upon re-employment by the Medical Center, upon refusal to accept two (2) regular positions (40 or more hours per pay period), or at the end of the twelve (12) month period from the date of layoff. Nurses shall have ten (10) calendar days to accept or reject an offer for reemployment by the Medical Center.

8.4 Unit Restructure. In the event of a restructure of an existing unit, the Medical Center will determine the number of full- and part-time FTEs by shift required for the restructured unit (the "position control template"). The position control template, the bargaining unit seniority list and the list of current vacancies in the bargaining unit shall be posted on the restructured unit for at least seven (7) days. This same information shall be provided to the Union at least seven (7) days before it is posted on the restructured unit. Full- and part-time nurses on the restructured unit may apply in writing by order of preference for restructured positions on their unit and/or vacancies elsewhere with the bargaining unit. No earlier than the eighth (8th) day after this information was posted on the unit, the Medical Center can begin filling positions by seniority subject to skills, ability, experience, training, and qualifications in the opinion of the Medical Center. If a nurse's preferences are no longer available by the time s/he is being considered for restructured positions and/or vacancies, the nurse will be informed of remaining available restructured positions and

vacancies. A nurse who is facing layoff at the end of this restructure procedure may bump into a position of the least senior nurse in another unit in accordance with the bumping procedures in Section 8.3.1. If such a nurse chooses not to or is unable to bump, the nurse will be laid off and placed on the reinstatement roster according to Section 8.3.2. Any positions on the restructured unit which remain unfilled as a result of this posting process shall be posted Medical Center-wide and filled according to Section 8.6.

8.5 Recall. Nurses on layoff shall be entitled to reinstatement prior to any nurse being newly hired. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement shall be in the reverse order of layoff provided, however, before a nurse is recalled s/he shall have the skill, ability, experience, training and qualifications as determined by the Medical Center to fill the position in question.

Upon reinstatement, the nurse shall have all previously accrued benefits and seniority restored.

Appropriate orientation will be offered by the Medical Center to facilitate the recall of nurses.

8.6 Posting Positions. Notice of vacant full-time, part-time, or per-diem bargaining unit positions will be posted on the Medical Center's electronic system. Nurses are encouraged to apply for the posted positions. The Employer shall not fill the position during the minimum seven (7) calendar day posting period. Nurses interested in applying for the position must indicate their interest by completing an on-line application within the posting period.

The Medical Center will give preference based on bargaining unit seniority where competency and ability to do the work are considered substantially equal based on relevant job criteria as determined by the Department Director. Subject to the foregoing, job positions will be filled in the following order:

1. Transfer on the same shift or from one shift to another, on same unit. For purposes of this Section 8.6, CRRNs will be considered to be in the ICU and ED units, and Float Pool PRNs will be considered to be in Departments 4E, 3E;
2. Other applicants from bargaining unit;
3. Return from layoff from the recall roster (Section 8.5);
4. External candidates (applicants outside the bargaining unit).

If the Medical Center is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified as to when the transfer will be expected to occur.

All in-house applicants will be notified if they are not selected for a bargaining unit position. If additional information is desired, in-house applicants may request a follow-up meeting with the hiring manager.

8.7 Status Changes. In the event a nurse requests and is granted a voluntary change in

status or unit, the nurse shall not be eligible for another change in status or unit for six (6) months unless a subsequent change is mutually agreeable to the nurse and the Medical Center.

ARTICLE 9 - PROFESSIONAL PRACTICE

9.1 Professional and Ethical Behavior. The Union and Medical Center recognize that the Medical Center's mission is to provide the optimum in physical and spiritual care to the sick and injured within the framework of an acute general hospital. To that end both parties will foster by all available mechanisms the highest standards of professional and ethical behavior.

9.2 Floating. It is the Medical Center's intent to always have qualified nurses in each unit. Nurses will be expected to perform all basic nursing functions as applicable to a Registered Nurse but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they have not been currently or adequately trained. Nurses required to float within the Medical Center will receive an orientation and have maintained competencies which are determined by the Department Director of the receiving unit as sufficient for the safe implementation of the nurse's assignment. The receiving unit will be notified of the nurse's classification level for floating per the Medical Center's floating guidelines.

9.3 Orientation. The Medical Center will maintain an active and comprehensive orientation program for the newly hired to familiarize new nurses with the mission, policies and procedures of the Medical Center and the nurse's responsibilities as defined in the job description. The parties may also design and develop a cross-training program consistent with the Medical Center's staffing needs.

9.4 Staffing. The Medical Center will endeavor to provide a level of staffing consistent with quality patient care. In the event nurses perceive staffing problems, they shall have the rights to discuss such problems with their supervisor. In the event the response is unsatisfactory, the nurse may also document the problem in a memo for review by the Department Director. In the event such response is unsatisfactory, the nurse may submit the memo to Administration. If the response is unsatisfactory, the issue will be discussed by the Conference Committee. The Conference Committee shall at each quarterly meeting review any staffing concerns unresolved by the Staffing Committee. Staffing issues are not subject to the grievance and arbitration procedure.

ARTICLE 10 - COMPENSATION

10.1 Wages. Effective at the beginning of the first full pay period beginning after the stated date, nurses shall be paid pursuant to the following base hourly pay schedules:

Step Schedule. The current step schedule will remain in effect for the life of the contract.

Wage Tables to be updated to reflect the following increases;

2nd Full period following Ratification	3.25%
First pay period following March 1, 2023	5.0%
First pay period following January 1, 2024	3.0%

First pay period following January 1, 2025

2.75%

Level	10/23/2022 (3.25%)	3/12/2023 (5%)	1/14/2024 (3%)	1/12/2025 (2.75%)
1	\$34.93	\$36.68	\$37.78	\$38.82
2	\$35.66	\$37.44	\$38.56	\$39.62
3	\$36.46	\$38.28	\$39.43	\$40.51
4	\$37.21	\$39.07	\$40.24	\$41.35
5	\$38.03	\$39.93	\$41.13	\$42.26
6	\$38.85	\$40.79	\$42.01	\$43.17
7	\$39.73	\$41.72	\$42.97	\$44.15
8	\$40.62	\$42.65	\$43.93	\$45.14
9	\$41.50	\$43.58	\$44.89	\$46.12
10	\$42.97	\$45.12	\$46.47	\$47.75
11	\$43.91	\$46.11	\$47.49	\$48.80
12	\$44.88	\$47.12	\$48.53	\$49.86
13	\$46.01	\$48.31	\$49.76	\$51.13
14	\$46.87	\$49.21	\$50.69	\$52.08
15	\$47.94	\$50.34	\$51.85	\$53.28
16	\$48.97	\$51.42	\$52.96	\$54.42
17	\$50.08	\$52.58	\$54.16	\$55.65
18	\$51.13	\$53.69	\$55.30	\$56.82
19	\$52.13	\$54.74	\$56.38	\$57.93
20	\$53.33	\$56.00	\$57.68	\$59.27
21	\$54.53	\$57.26	\$58.98	\$60.60
22	\$55.68	\$58.46	\$60.21	\$61.87
23	\$56.88	\$59.72	\$61.51	\$63.20
24	\$58.15	\$61.06	\$62.89	\$64.62
25	\$59.38	\$62.35	\$64.22	\$65.99
26	\$60.74	\$63.78	\$65.69	\$67.50
27	\$60.74	\$63.78	\$65.69	\$67.50
28	\$61.95	\$65.05	\$67.00	\$68.84
29	\$63.19	\$66.35	\$68.34	\$70.22
30	\$64.46	\$67.68	\$69.71	\$71.63

10.1.1 Longevity Increases. Nurses shall receive their longevity increases beginning the first pay period starting after their anniversary date.

A newly hired nurse may be hired at any Step on the wage schedule, but not less than the Step number that correspondence with the number of years of the nurse's recent continuous experience.

10.2 Recognition of Experience. Recent continuous experience shall be defined as nursing experience in an acute care hospital, excluding on-call, without a break in nursing experience of 18 months or more, which would reduce the level of nursing skill. A year of experience in this section is one thousand two hundred forty-eight (1,248) hours of acute care nursing work. It shall remain the prerogative of the Medical Center to establish the placement of newly hired nurses in all other circumstances.

10.2.1 Equity Review. A nurse who believes that she or he is not currently on the correct step and wage rate as defined in this Section 10.2 may petition the Medical Center for review. Such review must be initiated by the nurse within thirty (30) calendar days of the signing of this Agreement. To initiate ratification, the nurse must provide the Medical Center's Human Resources Department with written notification of the nurse's desire for a wage review, and must at the time of such petition provide the Medical Center with any written documentation supporting the nurse's request for review. The Medical Center will respond to the nurse's petition within ninety (90) days. If the nurse is dissatisfied with the response, the nurse may appeal the decision within ten (10) calendar days of the Medical Center's decision by written notice to the Medical Center's Human Resources Department. The appeal will be reviewed by a committee comprised of two (2) members of the bargaining unit appointed by the Union and two (2) representatives appointed by the Employer. The committee shall issue a decision within sixty (60) calendar days of its review, plus five (5) additional days for each appealed decision in excess of ten (10). The committee may, by majority vote, overturn the earlier decision of the Medical Center. If the decision of the Medical Center or of the committee is to place the nurse on a higher wage step, the nurse will receive the wage corresponding to that step beginning the first full pay period following the date of the decision. The nurse will not be eligible for back pay or any additional compensation relating to the nurse's prior step placement. The decision of the Medical Center (or of the committee in the event the Medical Center's initial decision is overturned) will be final and is not subject to the grievance procedure.

10.3 Wage and Benefit Minimums. Nothing contained herein shall prohibit the Medical Center, at its sole discretion, from paying wages and/or benefits in excess of those specified in this Agreement.

The Medical Center recognizes that market wages may escalate during the term of this Agreement and retains the right to increase the wage rates paid to classifications or wage grades. Prior to implementing such changes, the Medical Center shall provide prior notice to the Union. If requested to do so, the Medical Center will meet with the Union to discuss any questions the Union may have.

ARTICLE 11-PREMIUM PAY

11.1 Shift Differential. The premium for evening shift hours worked shall be Two Dollars and Fifty Cents (\$2.50) an hour and the premium for night shift hours worked shall be four dollars (\$4.00) an hour.

11.2 Standby and Call-back Pay. The standby rate shall be Four Dollars and Twenty-Five Cents (\$4.25) per hour for every scheduled hour of standby. Every unscheduled hour of standby at the Medical Center's request shall be paid at the rate of Five Dollars (\$5.00) per hour. Nurses called back to work from unscheduled standby shall be paid in accordance with Section 8.2.4.

Nurses called back to work from scheduled standby after completion of the nurse's regular shift shall be compensated at the rate of one and one-half (1½) the regular rate of pay. Call-back shall be at one and one-half (1½) times the regular rate of pay for a minimum of three (3) hours. Overtime or premium pay shall not be compounded or pyramided. All call-back time worked in the OR, PACU, Outpatient Procedure Center, Cath Lab or Home Health shall include shift differential on the hours which qualify for shift differential per Section 11.1. Any call-back time worked in the operating or recovery rooms in excess of fourteen (14) hours from 1530 Friday to 0700 Monday will be compensated at the rate of double time.

11.3 Consecutive Shifts. Registered Nurses working two (2) consecutive shifts shall be paid eight (8) hours for the second shift if the nurse actually works six (6) or more hours of the second shift.

11.4 Temporary Assignment to a Higher Position. A nurse assigned temporarily to a higher paid position for eight (8) or more consecutive hours shall be compensated at the rate of pay for that higher position during the periods of temporary assignment.

11.5 Work in Advance of Shift. When a nurse, not on call, at the request of the Employer reports 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 the one and one-half (1½) times the nurse's regular rate.

11.6 HSN/Specialty Certification. All nurses with either a baccalaureate degree in nursing (BSN) or who are certified by a nationally recognized specialty organization and working in their area of specialty (specialty certification), will receive a premium of One Dollar (\$1.00) per hour. A registered nurse with both a BSN and a specialty certification, and working in her/his area of specialty, will receive a premium of Two Dollars (\$2.00) per hour. A registered nurse with a specialty certification or BSN may be required to participate in teaching project(s) or committee work in their specialty area by Nursing Administration.

11.7 Charge Nurse. Nurses assigned as Charge Nurse will receive a premium of two dollars and fifty cents (\$2.50) per hour. Nurses assigned as a Unit Coordinator will receive a premium of three dollars (\$3.00) per hour.

11.8 Unscheduled Shifts. Full-time nurses who work an unscheduled shift at the Medical Center's request will receive one and one-half times (1½) their regular rate of pay for hours worked on that shift. This premium applies even if there is paid time off or other paid but not worked time in the pay period. Full-time nurses who work an unscheduled weekend shift will also receive the Fifteen Dollar (\$15.00) premium according to Section 5.7, in addition to the time

and one-half (1½) rate of pay, if they have worked at least one (1) hour of an unscheduled weekend shift.

A full-time nurse is not eligible for this premium pay or the bonus if the nurse works an unscheduled shift at the nurse's request in order to make up a missed shift in the pay period or if he/she voluntarily waives this provision. Full-time nurses must indicate on their time card "unscheduled shift" in order to receive this premium or the bonus.

11.9 Nurse Preceptor. Nurses assigned by nursing management to perform Nurse Preceptor duties will be paid a premium of Two Dollars (\$2.00) per hour for those hours that the nurse performs such duties.

11.10 SANE Cases. For each SANE case the qualified RN shall receive a \$400 bonus. If the SANE case occurs while the RN is on shift he/she will be replaced by another RN and shall receive a \$400 bonus and not continue earning his/her hourly rate. If the case ends prior to the end of his/her shift the RN will have a choice to go home or continue the shift at their hourly rate of pay. If the RN is called into a SANE case on an unscheduled shift he/she will receive a \$400 bonus and leave once the case is completed.

ARTICLE 12 - PAID TIME OFF

12.1 General. Vacation, holidays, personal leave, and a portion of sick leave benefits have been consolidated into a Paid Time Off ("PTO") Program.

12.2 Earning Schedule. Full- and part-time employees scheduled to work twenty (20) or more hours in a week earn PTO from their date of hire, according to the following schedule based upon their eligible hours during every two (2) week pay period. Eligible hours are straight time hours worked, low census hours, and PTO/Extended Illness Benefits ("EIB") hours used (up to a maximum of 80 hours a pay period). Cashed-in PTO benefits do not count as eligible hours. Low census hours will not count toward earning of PTO or EIB if the total paid hours in a pay period exceed an employee's normal status.

Effective January 3, 2021:

Years of Service	PTO per Hour Worked*	PTO-Safe Sick per Hour Worked**	Combined PTO Max per Pay Period	1.0 FTE PTO Hours per Year	# of 8 Hour Days per Year
Less than 3 years	0.0630	0.0331	7.69	200	25
3 to less than 5 years	0.07463		8.62	224	28
5 to less than 10 years	0.08225		9.23	240	30
10 to less than 15 years	0.0940		10.17	264	33
15 or more years	0.1015		10.77	280	35

*PTO accruals are prorated if working less than eighty (80) hours (1.0 FTE) in a pay period. Nurses earn PTO each pay period based on actual hours worked. PTO will not be earned on any hours exceeding a 1.0 FTE status (i.e. eighty (80) hours per pay period).

**Pursuant to state law, PTO-Safe Sick accruals are not capped. PTO-Safe Sick continues to accrue throughout the year.

12.3 Maximum Accruals. Effective January 3, 2021, employees with an FTE 0.5-1.0 shall be allowed to accrue to the following maximum number of PTO and PTO-Safe Sick hours:

Years of Service	PTO Hours	PTO Safe-Sick	Total Maximum Accrual	Maximum Days (8 hrs)
Less than 3 years	200	108 *	300	37.5
3 to less than 5 years	224		336	42
5 to less than 10 years	240		360	45
10 to less than 15 years	264		396	49.5
15 or more years	280		420	52.5

*Pursuant to state law, PTO-Safe Sick accruals are not capped. PTO-Safe Sick continues to accrue throughout the year. However, no more than one hundred eight (108) hours of PTO- Safe Sick may be carried over to the following calendar year.

12.4 Eligibility. Full- and part-time employees who complete their three (3) month probationary period are eligible to use PTO. PTO benefits will be used for all time off which was previously scheduled as vacation, holiday or personal leave. The first two (2) shifts or sixteen (16) hours (whichever occurs first) of each absence due to illness, injury or disability are coded as PTO-Safe Sick. Full- and part-time employees may use PTO at their discretion during low census. All use of PTO benefits for vacation or personal leave must be scheduled in advance in accordance with Medical Center policy and must be approved by the appropriate supervisor. When requested, PTO which is being used in increments of one week for a vacation may be paid on the payday proceeding vacation.

12.5 Pay Practices. PTO and PTO-Safe Sick will be paid at the employee's hourly rate of pay, plus if applicable, shift differential and/or BSN/Certification premium. Employees working a fixed evening or night shift will receive shift differential when using PTO and PTO- Safe Sick. PTO and PTO-Safe Sick is not counted as hours worked for the purpose of computing overtime and shall not be combined with hours worked to exceed the regularly scheduled hours for a pay period. Employees must indicate on their time card any PTO and PTO-Safe Sick hours used. Payment for such hours must be authorized by the Director.

12.6 Work On a Holiday. Full- and part-time employees required to work on any of the following holidays recognized by the Medical Center (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) shall be paid one and one-half (1½) times their regular rate of pay for all hours worked on those holidays. Holiday work shall be rotated by the Medical Center to the extent feasible. The time and one-half (1½) premium pay for hours actually worked on a recognized holiday shall apply only to those employees on each shift who work a majority of hours on the designated calendar date for the holiday. For night shift nurses, holiday pay shall be given for the shift where the majority of the hours worked are on the designated calendar day for the holiday.

12.7 PTO Scheduling. PTO must be scheduled in advance according to established

department procedures and approved by the Unit Director. Requests to use PTO will normally be granted, provided that coverage can be arranged and the employee's absence will not interrupt the department's operations. PTO may be used in increments of less than the employee's normal workday; a minimum of two (2) hours is preferred.

Annual requests to use PTO between the period May 25 to September 10 shall be submitted to the Unit Director between January 1 and January 31. A conflict in requested date(s) shall be settled on the basis of hospital seniority. Seniority shall only control once during the May 25 to September 10 period. Any subsequent conflict in dates will be resolved on the basis of which request was submitted first. Nurses who submit written requests (via current unit practice) for a specific period of PTO during the May 25 to September 10 period will be given a written approval or denial no later than April 1 of each year.

"PEAK Times" are defined as all scheduled school closures (excluding summer break). Requests for PTO during PEAK Times will be approved on a rotational basis when there are two (2) or more nurses requesting the same time off.

In the case of two (2) or more employees requesting PTO on the same date(s) outside the May 25 to September 10 period or outside of PEAK Times, such conflicts will be settled on the basis of which request was submitted first. If the conflicting requests were submitted on the same day, then the conflict shall be resolved on the basis of hospital seniority.

12.8 PTO Cash In. Employees who are eligible to use PTO may cash in or transfer PTO in accordance with the Medical Center's PTO cash in policy.

12.9 Payment Upon Termination. After completing their probationary period, full- and part-time nurses who resign with at least two (2) weeks' notice will be paid for their earned but unused PTO benefits.

12.10 Use of EIB. Eligible employees may use EIB on the third shift or seventeenth and succeeding scheduled working hours (whichever occurs first) of each absence due to illness. Provided, however, eligible employees who are hospitalized on their first day of illness or have outpatient surgery (as defined in medical insurance plan) will have immediate access to their EIB account. EIB is not paid to nurses who are using PTO to take a vacation, except where the nurse is hospitalized or has outpatient surgery during the vacation.

12.11 Proof of Illness and Notification. The Medical Center may require reasonable written proof of illness, injury, or disability, and ability to perform essential job duties. A release from the employee's treating physician or the Employee Health Department may be required prior to the employee returning to work. Payment of EIB is also conditioned upon the full- and part-time employee notifying his/her supervisor of his/her inability to work as soon as possible and at least two (2) hours (one hour for day shift employees) prior to the time he/she is to report to work. Failure to provide notice may result in loss of pay for that day.

12.12 EIB Pay Practices. EIB will be paid at the employee's hourly rate of pay, plus, if applicable, shift differential and/or BSN/Certification premium. EIB will be used in amounts equal

to the employee's scheduled shift. Employees working a fixed evening or night shift will receive shift differential when using EIB. EIB is not counted as hours worked for the purpose of computing overtime and shall not be combined with hours worked to exceed the regularly scheduled hours for a pay period. Employees must indicate on their time card any EIB hours used. Payment for these hours must be authorized by the Director.

12.13 EIB Cash In. Eligible nurses hired before January 1, 1991, shall be paid one-half (½) of their unused, accrued EIB when they terminate their employment, provided the employee has vested under the Medical Center's Retirement Plan. Termination pay will be at the employee's straight time rate of pay at the time of termination. Nurses hired on or after January 1, 1991, shall not be eligible for any EIB pay-out at the time of their termination from employment.

12.14 Short Term Disability and Paid Parental Leave. Effective with the pay period beginning January 1, 2021, short-term disability will provide 100% of pay for the first 8 weeks after a 7-day calendar day waiting period and 66-2/3% for weeks 9 to 25 to ensure caregivers have all or significant income when unable to work due to their own illness or injury. Paid Parental Leave will be paid at 66 2/3% of the employee's base rate of pay plus shift differential plus premium pay, if applicable. The new short-term disability and paid parental leave benefits will coordinate with and improve the Washington Paid Family and Medical Leave benefit that will benefit most members.

ARTICLE 14 - HEALTH AND WELFARE

14.1 Medical Benefits. Medical benefits shall be made available by the Medical Center to all nurses regularly scheduled forty (40) or more hours per pay period. The Medical Center will offer at least one medical benefit option where the individual premium for nurses regularly scheduled for sixty (60) or more hours per pay period shall be paid in full by the Medical Center. If elected by the nurse, one-half the individual premium of nurses scheduled at least forty (40) but less than sixty (60) hours per pay period will be paid by the Medical Center. Part-time nurses working at least forty (40) but less than sixty (60) hours in a pay period may elect to waive medical insurance coverage and be paid pursuant to Section 4.6.1(A).

14.2 Benefit Eligibility. Nurses who are regularly scheduled for at least forty (40) hours per pay period shall be eligible for coverage under the Medical Center's Benefits Program in accordance with specific plan eligibility requirements. Examples of benefits included in the program are group medical, group dental, term life, accidental death and dismemberment, and long term disability insurance, as well as a Section 125 Plan (Flexible Spending Accounts).

Eligible nurses electing coverage levels beyond those maintainable by the Medical Center's contribution must contribute towards their additional premium costs through a payroll deduction.

14.3 Maintenance of Benefits. The Medical Center reserves the right to change unilaterally insurance carrier or providers; provided, however, the current level of benefits shall not be reduced unilaterally by the Medical Center during the term of this Agreement without first negotiating with the Union such proposed changes in benefit levels. The Medical Center shall notify the Union at least thirty (30) calendar days in advance of any proposed reduction in benefits.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Leave Requests. All leaves are to be requested from the Medical Center in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Medical Center within twenty (20) calendar days from the date the leave request was submitted.

15.2 Parental Leave The Medical Center will comply with all applicable local, state and federal laws governing leave for the birth and adoption of a child (including pregnancy and childbirth-related disability), including but not limited to the Family and Medical Leave Act ("FMLA") and the Washington Family Leave Act ("FLA") and Family Care Act ("FCA").

15.3 Family and Medical Leave A leave of absence without pay shall be granted upon the request of a nurse who has completed at least twelve (12) months of employment and who has worked at least 1,250 hours in the twelve (12) months immediately preceding the start of the leave. This leave of absence may be granted for a period of up to 12 weeks: (1) to care for a newborn child, an adopted child, or a newly placed foster child; (2) to care for a spouse, child or parent who has a serious health condition as defined by applicable law; (3) because of a serious health condition, as defined by applicable law, that makes the nurse unable to perform the functions of his or her position; or (4) because of a qualifying military exigency arising out of a parent, child or spouse's call to active military duty. Eligible nurses may also use up to 26 weeks of FMLA in a 12 month period to care for a spouse, parent, or child or next-of-kin in the armed forces with a duty-related serious injury or illness. Family leave taken for the care of a newborn, adopted or foster child must be completed within twelve (12) months of the child's birth or placement. For leaves related to the employee's or a family member's serious illness/health condition or military exigency, the Employer may request certification, as provided by law, and may, when appropriate, require at the Employer's expense, that the nurse obtain the opinion of a second health care provider designated or approved by the Employer. If a third opinion is necessary it will be obtained in accordance with applicable law. Leave may be taken in a single block, or on a reduced work schedule or intermittent basis when certified as necessary by applicable law. The total leave taken within the twelve (12) month period defined by the Employer, for any of the purposes under this Section, may not exceed the maximum number of work weeks allowed under the FMLA. Leave shall be granted without loss benefits accrued to the date the leave commences. During the period of the leave, the Employer's contributions toward health and dental insurance benefit shall be continued to the extent and for the duration required by law. The nurse must continue his or her own portion of the insurance premium contributions as required by law. Absent unanticipated circumstances, a nurse must give at least thirty (30) days' written notice in advance of the leave. If the nurse has given proper notice and the period of absence from work does not exceed the maximum number of work weeks allowed under the FMLA (plus the period allowed for maternity leave under Section 15.2), the nurse shall return to his or her prior position. Extensions beyond the maximum number of weeks allowed under the FMLA may be requested and may be granted at the discretion of the Employer. Reinstatement following a family or medical leave longer than the maximum number of work weeks allowed under the FMLA will generally be to the first available similar opening for which the nurse is qualified. A nurse must use accrued EIB during any family or medical leave which is for the purpose of caring for a child under the age of 18 years who is incapable for self care because of a serious health condition, or during a medical leave because of

a serious health condition that makes the nurse unable to perform the functions of his or her position. A nurse must use PTO for any type of family or medical leave (after exhausting any EIB, if applicable), to the extent the PTO is accrued. In all other instances, a family or medical leave is an unpaid leave of absence.

15.4 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and such nurse shall not be required to use paid time off. Four (4) weeks advance notice shall be given where possible.

Nurses returning from military leave shall be provided re-employment rights pursuant to federal and state law.

15.5 Leave Without Pay. Leave without pay for a period of thirty (30) calendar days or less shall not alter a nurse's anniversary date of employment.

Leave without pay for a period in excess of thirty (30) calendar days will result in the nurse's eligibility for promotion being adjusted to reflect the period of leave, and no benefits shall accrue during such leave. Credit for promotion purposes during military leave shall be in accordance with federal law.

15.6 Jury Duty. Regularly scheduled nurses shall be compensated by the Medical Center for the difference between their jury duty pay and their normal straight time pay for any regularly scheduled work hours lost due to such jury duty.

15.7 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 Medical Center.

15.8 Salary Step During Leave Without Pay. Approved leave without pay for six (6) months or less except as provided in Section 8.3 shall not cause the nurse to be reduced for salary step purposes but no credit will be earned during such leave. This section shall not apply to military leave.

15.9 Bereavement Leave. Regular nurses are eligible for three (3) days of bereavement leave for a death of an immediate family member. "Immediate family member" is defined as the nurse's current spouse or domestic partner; son or daughter; father or mother; brother or sister; stepparent, stepchild, stepbrother or stepsister; grandparent or grandchild; a person who stood in loco parentis (legal responsibility of a person to take on the functions and responsibilities of a parent); or current in-law relationships through marriage or partnership of the above.

Requests for bereavement leave must be submitted to the Director on the appropriate Emergency Leave Request form, prior to the leave, if possible. The Medical Center reserves the right to insist upon substantiation of the death.

Bereavement leave shall not be paid if the nurse is allowed to reschedule her working hours to compensate for the days absent due to the death in the family. Bereavement leave may not be

compounded.

1. A nurse whose status is full-time (70 hours and above per pay period) will be eligible for three (3) days/shifts of bereavement leave.
2. A nurse who works at least 50 to 69 hours per pay period will be eligible for two (2) days/shifts of bereavement leave.
3. A nurse who works at least 40 to 49 hours per pay period will be eligible for one (1) day/shift of bereavement leave.
4. Part-time nurses working at least forty (40) but less than seventy (70) hours in a pay period may elect to waive bereavement leave benefits and be paid in lieu thereof pursuant to Section 4.7.1 of this Agreement.

15.10 Return From Leave. Nurses returning from unpaid leaves of absence, except as provided above, shall not be guaranteed their former positions but will be offered the first available opening for which the nurse is qualified.

15.11 Extensions of Leave. A nurse may request an additional four (4) weeks of leave beyond the leave that is provided in other sections of this Article. The Medical Center will make a reasonable attempt to grant such additional leave requests depending upon patient care needs. Nurses that are granted such additional leave shall not be guaranteed their former positions but will be offered the first available opening for which the nurse is qualified.

ARTICLE 16 - COMMITTEES

16.1 Conference/Nursing Practice Committee. Medical Center management jointly with the elected representatives of the Registered Nurses of said Medical Center shall establish a Conference/Nursing Practice Committee to assist the Medical Center and the nursing staff. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. This Committee shall be maintained on a permanent basis and meet at least quarterly. Additional meetings will be scheduled at mutually agreeable times. Meeting requests shall be in writing and contain the items requested to be discussed. The Committee shall consist of six (6) representatives of management and six (6) representatives of the nurses. One of the management representatives shall be the Medical Center's Vice President Chief Nursing Officer, or designee. All members of the Committee shall be employees of the Medical Center. A UFCW staff member may also attend the meetings. Appropriate resource persons may participate as needed. Minutes of the meeting shall be kept and made available to staff through posting on the UFCW's bulletin boards. Staff nurses who are members of this Committee shall be paid straight time for time spent participating in Conference/Nursing Practice Committee meetings unless these hours constitute overtime under Section 5.4.

16.2 Nurse Staffing Committee. A Nurse Staffing Committee was created at the Medical Center pursuant to RCW 70.41.420. The Committee will continue to develop and oversee an annual patient care unit and shift-based nurse staffing plan based on the needs of patients. Such staffing plans are to be used as the primary component of the staffing budget. Factors to be considered in the development and oversight of the plan will include, but are not limited to:

1. Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
2. Level of intensity of all patients and nature of the care to be delivered on each shift;
3. Skill mix;
4. Level of experience and specialty certification or training of nursing personnel providing care;
5. The need for specialized or intensive equipment;
6. The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment; and
7. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
8. Semiannual review of the staffing plan against patient need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the hospital;
9. Review, assessment, and response to staffing concerns presented to the committee.

The existence, role and responsibilities of the Nurse Staffing Committee shall be consistent with applicable state law. The staff nurses shall elect six (6) representatives to this committee with one representative being elected from within each of the following areas: (1) Perioperative Services (OR, PACU, Outpatient Procedure Center and GI Lab), (2) 4 East and Cancer Center; (3) 3 East, Inpatient Rehab, and Vascular Access; (4) ICU and Cath Lab; (5) ED, CCR, and Home Health; and (6) Women's Services. Medical Center administration shall appoint 5 members to the Committee from Nursing Administration. The Nurse Staffing Committee shall meet at least quarterly on a set day, with prior notice to each member prior to the meeting. Staff nurses are members of this Committee shall be paid straight time for time spent participating in the Nurse Staffing Committee unless those hours constitute overtime under Section 5.4.

ARTICLE 17 - RETIREMENT

The Employer will provide a retirement plan for all eligible regular status nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least thirty (30) days' advance notice to allow for discussion before implementation of any change.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Any grievances not presented within the time frames set forth in this Agreement are waived by the aggrieved party. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. All the days listed below are calendar days.

18.2 Step 1. Nurse and Department Director. The nurse shall first attempt to resolve the problem immediately with the nurse's Department Director and in no event later than twenty-one (21) days of the occurrence of the event giving rise to the grievance, or when the nurse either becomes aware, or should have become aware of the occurrence. The Director shall be given twenty-one (21) days to resolve the problem.

18.3 Step 2. Nurse, Bargaining Unit Representative and Chief Nursing Officer. If the matter is not resolved to the nurse's satisfaction in Step 1, the nurse shall reduce the grievance to writing and shall present same to the Chief Nursing Officer within fourteen (14) days following the Director's response in Step 1. A conference between the nurse (and the Bargaining Unit Representative, if requested by the nurse), and the Chief Nursing Officer shall be held. The Chief Nursing Officer shall be given fourteen (14) days to resolve the problem.

18.4 Step 3. Conference Committee. If the decision of the Chief Nursing Officer does not resolve the grievance, the UFCW Representative may refer it in writing to the Medical Center's Chief Executive Officer (or designee) within fourteen (14) days of the Chief Nursing Officer's response. Either the Chief Executive Officer (or designee) or the UFCW representative may insist that the Conference Committee hear and make recommendations on the grievance before proceeding further. If neither insists on utilizing the Conference Committee, the grievance shall automatically advance to Step 4. If requested, the Conference Committee shall meet at its earliest opportunity to review the grievance. Only nurses or management of the Medical Center shall vote in a grievance discussion with the Conference Committee. Any voting by the Conference Committee shall be by secret ballot.

18.5 Step 4. Chief Executive Officer and UFCW Representative. If the matter is not settled on the basis of the foregoing procedure, the UFCW representative shall contact the Chief Executive Officer (or designee) and they shall meet within fourteen (14) days to resolve the dispute.

18.6 Step 5. Mediation. If the grievance is not resolved by the foregoing procedure, the parties may agree to use mediation in an attempt to resolve the grievance prior to advancing the grievance to arbitration. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. If the parties agree to use mediation to attempt to resolve the grievance, the parties will request a mediator from the Federal Mediation and Conciliation Service (FMCS). The grievance time line will be suspended during the mediation process. If the mediation does not successfully resolve the grievance, the parties may invoke the arbitration provision of this Agreement. All statements made during the course of the mediation are made without prejudice to either party's position, and are inadmissible for any purpose in any later arbitration or other legal or administrative proceeding. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its disclosure or use during the mediation.

18.7 Step 6. Arbitration. If the grievance is not resolved by the foregoing procedure(s), the Union may submit the grievance in writing for arbitration within fourteen (14) days following the Step 4 meeting.

The notice shall fully identify and describe the grievance to be arbitrated. The dispute may then be submitted for final and binding determination to an arbitrator who shall be such person as may be mutually agreed upon by the parties. If the parties fail to agree upon the arbitrator within fourteen (14) calendar days after receipt of the written request, the parties shall jointly request in writing that the Federal Mediation and Conciliation Service submit to the parties a panel of nine (9) arbitrators. The parties shall thereupon alternate in striking a name from the panel until one name remains. This shall be completed within five (5) calendar days. The person whose name remains shall be the arbitrator.

The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify any of the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Further, if an arbitrator finds a violation of this Agreement, he shall state the Article and Section he has found to be violated, the violation that occurred and the reasons for finding a violation. Provided further, any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of hearing or the receipt of post hearing briefs, whichever is later.

Each party shall bear one-half (½) of the fee of the arbitrator and any other expenses (including but not limited to their own attorney fees) incurred incident to the arbitration hearing.

ARTICLE 19 - MANAGEMENT RIGHTS

The management of the Medical Center and the direction of the working force, including the right to hire, assign, suspend, transfer, promote, discharge and to maintain discipline and efficiency of its nurses and the right to relieve the nurses from duty because of lack of work or for other legitimate reasons, the right to determine the nature and extent of which the Medical Center shall be operated, and to change methods or procedures, or to use new equipment, the right to establish schedules of service, to introduce new or improved services, methods or facilities, and to extend, limit or curtail its operations, is vested exclusively in the Medical Center. The above statement of management function shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of terms or conditions of this Agreement. However, nothing in this Agreement is intended to, or is to be construed in any way to, interfere with the recognized prerogative of the Medical Center to manage and control the Medical Center.

ARTICLE 20 - NO STRIKE, NO LOCKOUT

The parties to this Agreement realize that this Medical Center and other health care institutions provide the special and essential services to the community. For this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein.

It is therefore agreed that during the term of this Agreement, the Medical Center shall not lock out its nurses, and neither the nurses nor their agents or other representatives shall, directly or indirectly, authorize, assist, or encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott, or any other interference with the

operations of the Medical Center, nor shall any nurse refuse to cross any other labor organizations' picket lines.

ARTICLE 21 - SEPARABILITY

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

ARTICLE 22 - SUCCESSORSHIP


In the event of the sale, merger or transfer of the ownership of the Medical Center to an entity not a signatory to this Agreement, the Medical Center will provide the Union sixty (60) days' notice and will meet, at the Union's request, to discuss the impact of such change.

ARTICLE 23 - TERM OF AGREEMENT

Except as provided in Section 10.1, this Agreement shall become effective on date of ratification, and shall continue in full force and effect through and including December 31, 2025, and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2022.

PROVIDENCE ST. MARY MEDICAL
CENTER
Walla Walla, Washington




Reza Kaleel, CEO

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 3000



Faye Guenther, President



Toby Sutton,
Chief Human Resources Officer



Jackie Williams, Negotiator

APPENDIX A

MEMORANDUM OF UNDERSTANDING REGARDING FLEXIBLE SHIFTS

This Memorandum of Understanding regarding flexible shifts is being adopted in accordance with Section 5.3 of the Collective Bargaining Agreement between St. Mary Medical Center and United Food and Commercial Workers 3000. All existing provisions of the parties' Agreement shall apply unless stipulated otherwise herein.

1. The basic work period shall be forty (40) hours within the seven day period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday. Full-time nurses working twelve hour shifts will be scheduled to work three (3) twelve hour shifts or three (3) twelve-hour shifts plus one (1) eight-hour shift per basic work period depending upon position control as determined by the Medical Center.

Full-time nurses working ten-hour shifts will be scheduled to work four (4) ten-hour shifts in a work week.

2. Overtime will be paid at the time and one-half rate for hours worked in excess of eight (8) when scheduled to work an eight-hour shift, for hours worked in excess of ten (10) when scheduled to work a ten-hour shift, or for all hours worked in excess of forty (40) hour basic work period. Double time will be paid when actual hours worked on eight (8) or ten (10)-hour shifts exceed twelve (12) hours. For those working twelve (12)-hour shifts, time and a half will be paid when actual hours worked exceed twelve (12) through thirteen and one-half (13.5) hours, and double time will be paid for actual hours worked in excess of thirteen and one-half (13.5) hours.

3. For nurses scheduled to work a twelve-hour shift, the work day shall be thirteen (13) consecutive hours and shall include two (2), thirty (30) minute unpaid meal periods and three (3), fifteen-minute, paid rest periods spaced appropriately apart. Provided, however, if a 12-hour shift nurse voluntarily signs a waiver of the second meal period, s/he may be scheduled for twelve and one-half (12-1/2) consecutive hours, which will include one (1), thirty (30) minute unpaid meal period and three (3), fifteen (15) minute paid rest periods spaced appropriately apart.

4. The Medical Center will make a good faith effort to provide each nurse ten (10) hours' rest between shifts. In the event a nurse is required to work with less than ten (10) hours off between shifts (excluding call-back and standby hours), all time worked on that subsequent shift shall be paid at one and one-half (1½) times the nurse's regular rate of pay.

5. Nurses scheduled to work 0700 hours to 1930 hours shall receive no shift differential. Nurses scheduled to work 1900 hours to 0730 hours shall receive the night shift differential. Nurses scheduled to work any other twelve (12) hour shift between 1500 hours and 0700 will receive the shift differential for the appropriate shift (evening or night) upon which the nurse worked the majority of hours.

5.1 For nurses working twelve (12) hour shifts, the weekend shall be defined as Saturday and Sunday for day and evening shifts and Friday and Saturday for night shift.

6. For the purpose of medical, dental and vision benefit accrual, nurses regularly scheduled for sixty (60) or more hours per pay period will be considered full-time. Those regularly scheduled less than sixty (60) hours per pay period will be considered part-time. For all other benefits, accrual will be based upon hours worked. At the nurse's option, PTO and EIB can be used in eight (8), ten (10), or twelve (12) hour increments depending on the nurse's regularly scheduled shift. Accrued paid education leave may be used to cover the nurse's hours of actual attendance at an approved education program. PTO may be used at the nurse's option to cover any difference between actual hours attended and the nurse's ten (10) or twelve (12) hour shift. The nurse may also request to schedule mandatory education time or extra hours on their unit, in combination with an education program, to cover the difference between their education time and their innovative shift.

7. Once a flexible hour shift is established in accordance with Section 5.3 and 5.3.1 of this Agreement, the Medical Center may discontinue such flexible hour shift upon giving at least a fourteen (14) calendar day written notice to the affected nurse(s) and UFCW of its intent to return to the eight (8) hour schedule.

UFCW 3000

PROVIDENCE ST. MARY MEDICAL
CENTER

Date: 11-29-2022

Date: 12-02-2022



Jackie Williams, Negotiator, UFCW 3000

Reza Kaeel, CEO



Toby Sutton, CHRO

APPENDIX B

MEMORANDUM OF UNDERSTANDING REGARDING SUPPLEMENTAL WEEKDAY
BONUS PAY PLAN

1. All part-time nurses (excluding professional option pool and per-diem) are eligible to receive weekday bonus pay.
2. Hours that are eligible to be counted toward the bonus pay are those hours worked from 11:00 p.m. Sunday to 11:30 p.m. Friday for which a nurse agrees to work, and that were not (1) previously scheduled, or (2) traded with another nurse.
3. Overtime hours and any time paid for but not worked shall not count toward the calculation of the bonus pay.
4. Each block of forty (40) eligible hours shall result in an Eighty Dollar (\$80.00) bonus being paid to an eligible nurse. Such bonus payment shall be included in the nurse's pay in the first full pay period following the accumulation of a forty (40) hour block of time.

UNITED FOOD AND COMMERCIAL
WORKERS UNION 3000

Date: 11-29-2022



Jackie Williams, Negotiator, UFCW 3000

PROVIDENCE ST. MARY MEDICAL
CENTER

Date: 12-02-2022



Reza Kaleel, CEO



Toby Sutton, CHRO

APPENDIX C

MEMORANDUM OF UNDERSTANDING REGARDING HEALTH STREAM EDUCATION
TIME

1. Whenever possible, nurses are expected to complete the Health Stream or similar on-line education modules during scheduled working hours within the estimated time of completion of each module. Nurses will be paid at the appropriate rate of pay for time spent completing such modules.
2. Nurses are to record the actual time spent completing a module. Should a nurse exceed the estimated average time of completion for a module, such nurse must promptly advise her/his Unit/Department Director as to how long it took the nurse to complete the module, and any technical issues that may have contributed to the nurse exceeding the module's estimated average completion time. Generally, prompt notice will consist of an email to the Unit/Department Director within 48 hours of the nurse's completion or attempted completion of the module, and if applicable, will include a brief description of any technical issues. Notice that is not prompt may result in adjustment to later paychecks if time was paid for but not actually worked.
3. Nurses shall not complete modules outside of their scheduled working hours or extend their working hours to complete such modules without prior authorization and approval by their Unit/Department Director. If such approval is granted, the Unit/Department Director will determine if the nurse may complete a module through extending his/her scheduled shift, before the nurse leaves due to low census, by accessing a "remote access" URL (if available) through a nurse's personal computer, or by completing a module at the Medical Center's "computer lab" or on another hospital computer. Pre-authorized additional time worked outside of schedule shifts to complete modules is not eligible for premium pay unless the actual time spent completing the module constitutes overtime as defined under Sections 5.1, 5.2 and 5.4 of the parties' Collective Bargaining Agreement.
4. When modules are approved in advance to be completed outside of scheduled working hours, the time spent completing the modules must be recorded in the automated time and attendance system as "education". The Medical Center may update and/or change this designation if there are Medical Center-wide changes to its automated time-keeping system applicable to all employees using such modules.

UNITED FOOD AND COMMERCIAL
WORKERS UNION 3000

Date: 11-29-2022

PROVIDENCE ST. MARY MEDICAL
CENTER

Date: 12-02-2022

Jackie Williams

Jackie Williams, Negotiator, UFCW 3000

Reza Kaleel

Reza Kaleel, CEO

Toby Sutton

Toby Sutton, CHRO

APPENDIX D

MEMORANDUM OF UNDERSTANDING REGARDING HEALTH CARE REFORM

If during the term of the Parties' 2022-2025 Collective Bargaining Agreement (the "Agreement"), federal and/or state health care reform legislation or other governmental regulation of health care imposes obligations on employers with respect to providing medical insurance coverage, the Hospital or the Union may, at its option, give written notice to the other party of its desire to reopen and renegotiate any provisions in their Agreement related to providing, waiving (e.g., "in lieu of") or receiving medical insurance, including but not limited to Article 14 of the Agreement.

UNITED FOOD AND COMMERCIAL
WORKERS UNION 3000

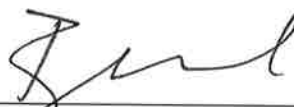
PROVIDENCE ST. MARY MEDICAL
CENTER

Date: 11-29-2022

Date: 12-02-2022



Jackie Williams, Negotiator, UFCW 3000



Reza Kalleel
CEO



Toby Sutton, CHRO

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PROVIDENCE ST. MARY MEDICAL CENTER AND
UNITED FOOD & COMMERCIAL WORKERS 3000**

Weekend Pilot Program. Starting the second pay period following January 1, 2023, and for a period of twelve (12) months thereafter, SMMC will pilot a weekend premium of three dollars (\$3.00) per hour for hours worked on the weekend as defined in Article 5.8 of the Agreement. At the conclusion of the pilot program, SMMC will review the impact of the pilot premium on unscheduled weekend shifts and will retain sole discretion as to whether the program continues beyond the pilot phase. At the end of the pilot period, the parties will meet and discuss continuing to offer the weekend premium or extending the pilot program.

Float Committee. Within ninety (90) days following ratification of this Agreement, the parties will meet to discuss development of a float program design. The goal of this meeting and any subsequent meetings will be to determine whether the parties can agree on appropriate float groups/pods, what float premium (if any) may be available for floating outside of groups/pods, what qualifications/training/competencies might be required for floating, and how such a program could be implemented. This committee will include one (1) Union representative and up to three (3) members of the bargaining unit and up to three (3) members of management. These discussions will conclude by or before one-hundred and eighty (180) days following ratification of this Agreement. No part of this process, or the decisions made through this process, will be subject to the grievance or arbitration procedures outlined in the Agreement.

The parties acknowledge that, unless emergent situations occur where patient needs dictate otherwise, nurses working in certain departments, including OB, will not be required to take a patient assignment when floating.

Standby and Call-back Pay. Nurses with scheduled standby will receive both the standby rate and call-back pay for time they are called back to work during scheduled standby.

Ratification Bonus. Following the first pay period following January 1, 2023, nurses employed at the Medical Center at the time of ratification will receive a bonus in the amount of five-hundred dollars (\$500.00), prorated by FTE. Following the first pay period following January 1, 2024, nurses employed at the Medical Center who received the first bonus payment will receive a second bonus payment in the amount of five-hundred dollars (\$500.00), prorated by FTE. Only nurses who remain employed at the time of payment will be eligible for the second bonus payment.

UNITED FOOD AND COMMERCIAL
WORKERS UNION 3000

PROVIDENCE ST. MARY MEDICAL
CENTER

Date: 11-29-2022

Date: 12-02-2022

Jackie Williams

Jackie Williams, Negotiator, UFCW 3000

Reza Kaveel

Reza Kaveel
CEO

Toby Sutton

Toby Sutton, CHRO

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:

My Union Rep is:

*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

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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