

~~2019 — 2021~~ 2022 - 2025

EMPLOYMENT AGREEMENT

By and Between

~~HARRISON-ST. MICHAEL~~ MEDICAL CENTER

and

UFCW LOCAL ~~21~~ 3000

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~~HARRISON~~ST. MICHAEL-MEDICAL CENTER

and

UFCW LOCAL ~~3000~~21

## PREAMBLE

This Agreement is made and entered into by and between the United Food and Commercial Workers Local ~~3000~~21, AFL-CIO, hereinafter referred to as the “Union” or “Local ~~3000~~21” and ~~Harrison-St. Michael~~ Medical Center hereinafter referred to as the “Employer” or “Medical Center”. The Purpose of this Agreement is to set forth the understanding reached between the parties with the respect to wages, hours of work and conditions of employment.

## ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole representative for all nurses employed by the Employer as registered nurses, excluding nurses in supervisory and administrative/management positions, and all other employees. Such recognition shall include any registered nurse employed by the Employer at any off-site location whose duties and responsibilities are substantially similar to those of a staff registered nurse at the Medical Center.

## ARTICLE 2 – MEMBERSHIP

2.1 Membership. Nurses hired after the execution of this Agreement shall be required, as a condition of employment, to join the Union within thirty-one (31) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Nurses who fail to maintain membership requirements as defined herein shall be discharged by the Employer within thirty (30) calendar days after receiving written notice from the Union.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization and payroll deduction form. (The Union initiation fee shall also be deducted from the first full paycheck in the first pay period after the Employer receives an authorization form noting such.) When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted, with a roster of all nurses using payroll deduction, will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to such deductions.

The Union and each nurse authorizing the assignment of wages for the payment of Union dues shall both undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse or on account of sharing a nurse's social security number with the Union.

2.3 Notification and Distribution of Contract. The Employer agrees that new nurses covered by this Agreement shall be advised of the Union's representation status. The Employer further agrees to distribute a copy of this Agreement, membership application form, introductory letter from the union (letter content approved by management), payroll deduction form and the nurse's job description to each new eligible nurse. The Union will provide contract, application, introductory letter, and payroll deduction forms. Additional copies of this Agreement provided by the Union shall be available in the Human Resources Department.

2.4 Voluntary Political Action Fund Deduction (UFCW Active Ballot Club). During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. Minimum contribution must be at least two dollars (2\$) per month. The amount deducted and a roster of all nurses using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

2.5 Employee Rosters. The Employer shall supply to the Union a list of all nurses covered by this Agreement, once a month. The list shall include name, address, phone number, job classification, employment status, full time equivalent (FTE) level, department or work unit, ~~campus~~, last four digits of Social Security number, date of hire, hourly rate of pay, and hours worked for each employee. Monthly, the Employer will submit a list of new hires, with the previously listed information, and terminations.

### ARTICLE 3 – UNION REPRESENTATION

3.1 Union Access. The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding direct patient care areas, for the purpose of investigating grievances and contract compliance and other representational functions consistent with past practice, after reasonable notification to the Employer. Access for other purposes shall not be unreasonably denied by the Employer. The union's representatives shall advise the Employer as to which department or area the staff representative wishes to visit, and will confine such visits to the department and area agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

3.2 Steward. The Union shall have the right to select bargaining unit Stewards from among the nurses in the unit. Alternatively, if a bargaining unit Steward is unavailable, the nurse may select a steward from the SMMC UFCW 3000 Pro-tech or Dietary/Service units. The Union will give the Employer written notice of the selections. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

3.3 Bulletin Boards. Space will be made available on bulletin boards, exactly 24" by 36" in size, designated by the Employer in a non-public area in each department which nurses covered by this bargaining agreement work. The union agrees to limit the posting of union materials to the designated bulletin boards, and a union representative will sign all postings. The union will provide a copy of all posted materials to the human resources department at the time of posting.

3.4 New Hire Orientation. The Employer will provide the Union Representative or Steward access to new hires on one (1) of the Orientation days for the purpose of introduction and orientation to Local ~~213000~~. The Union Representative or Steward will be allowed one-half (1/2) hour during the orientation session to introduce the Union contract to newly-employed nurses. Such presentation will be on the Steward's non-paid time and may include the Steward's lunch break time. If the orientation at St. Michael Medical Center is expected to end early human resources will notify the Union.

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

3.6 Negotiations. Subject to appropriate advance notification by the Nurses to their appropriate Unit Director/Manager and patient care requirements, negotiating team members shall be given unpaid release time for joint negotiations. Time spent during negotiations will be treated as time worked only for the purposes of seniority and benefit accrual, similar to CEDO if the nurse chooses not to or is unable to trade days. The Unit Director/Manager will make all reasonable efforts to relieve the nurse for participation in negotiations including pre or post session caucus time. Nurses on the negotiating team may have access to their paid time off (PTO) and/or CEDO for normally scheduled work days designated for negotiations.

3.7 Union Leave. Consistent with patient care requirements, elected officers and Stewards of Local ~~213000~~ will be allowed unpaid time off for Union business as necessary.

#### ARTICLE 4 – DEFINITIONS

4.1 Resident Nurse. A registered nurse whose clinical experience in nursing care after graduation is less than nine (9) months, or a registered nurse who is returning to practice with no current clinical training or experience. A resident nurse shall be assigned under the

close and direct supervision of a designated experienced registered nurse(s) and shall have limited responsibilities as defined by the Unit Director/Manager. Residency shall not exceed (6) continuous months providing the nurse meets the criteria established by the nursing administration as evidenced by an evaluation at that time.

The time period may be extended when mutually agreed upon in writing by the nurse and the nursing administration. A conference will be held between the preceptor, resident nurse, charge nurse and/or Unit Director/Manager to determine readiness to work independently.

4.2 Staff Nurse. A registered nurse who is responsible for the direct and/or indirect nursing care of the patient.

4.3 Charge/Resource Nurse. Charge Nurse. An experienced registered nurse with demonstrated clinical and leadership skills who has been assigned by the Employer to serve as a leader and resource person to the staff on specific units on the nurse's shift. Nurses assigned charge responsibilities will have those additional responsibilities considered in their direct patient care assignments. Nurses assigned charge responsibilities will have those additional responsibilities considered in their direct patient care assignments. A Resource Nurse is an experienced nurse who is assigned by management to serve as a clinical resource within a unit or specialty area. If a nurse does not feel qualified to assume a Charge Nurse shift assignment, they should discuss their concerns with their direct supervisor. The direct supervisor will consider the nurses' concern and will seek to find a qualified volunteer. If there are no qualified volunteers, willing or available, the original assignment will remain.

4.4 Full-Time Nurse. A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in any fourteen (14) day period and who has successfully completed the required probationary period.

4.5 Part-Time Nurse. A nurse who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week, and who has successfully completed the required probationary period. A part-time nurse may elect a fifteen percent (15%) wage differential in lieu of eligible. The nurse must make elections within the first 31-days of new hire date or date of classification change, or annually during the Medical Center's annual enrollment period. Nurses will be given advance notice of the annual enrollment dates.

4.6 Per Diem Nurse. A nurse regularly scheduled to work less than sixteen (16) hours per week or hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Per Diem nurses shall be paid in accordance with the wage schedule set forth in Article 8 of this Agreement. In addition, a per diem nurse shall receive a fifteen percent (15%) wage differential. Per Diem nurses shall not accrue seniority or any benefits compensation but shall be eligible for overtime (Section 7.4), shift differential (Section 9.1), standby pay (Section 9.2), callback pay (Section 9.3) provided the nurse is being called in from standby status, weekend premium pay (Section 9.4), certification pay

(Section 9.9), pay for work on holidays (Section 10.5), and eligibility to participate in the Medical Center's Retirement Plan (Section 11.5). ~~Effective May 1, 2020, a per diem nurse shall receive a twelve percent (12%) wage differential. All per diem RN's on the payroll as of May 1, 2020 that are continuously employed as a per diem until May 1, 2021 will receive a 2.5% lump sum payment based on all gross wages for worked hours earned in the last 12 months prior to date of payment.~~

4.6.1 A full-time or part-time nurse may ~~apply for an open request a change to~~ per diem status. A written reply ~~to grant or deny the request~~ shall be given by the Employer within thirty (30) days of ~~requesting such change of status~~ filling the positions. Per Diem nurses shall retain previously accrued seniority and benefits in the event of return to regular status providing the nurse maintained continuity of employment (as provided for Section 4.6.2) during the period of per diem status. If a nurse requests and obtains an Employer-approved leave of absence or is granted "inactive status" by the Employer, continuity of employment shall not be considered broken.

4.6.2 To retain per diem status, a nurse must be available for assignment a minimum of four shifts per month to include one (1) weekend subject to the Unit Director/Manager's determination of patient needs per calendar month, one (1) summer holiday (Memorial Day, Fourth of July, Labor Day), and one (1) winter holiday (Thanksgiving, Christmas, New Year's Day). For departments with routine, scheduled call, Per Diem's who volunteer for and are assigned scheduled call will have that counted as a shift in their monthly requirement.

4.6.3 A per diem nurse shall provide their appropriate Unity Director/Manager the days they are available fifteen (15) days prior to the schedule posting date.

4.6.4 Any per diem nurse who works on a regularly scheduled basis at least sixteen (16) hours per week averaged over a six (6) month period may request a review of the employee's position to determine whether it should be converted to a regular position and posted (Section 7.8). Such requests shall be made in writing by the per diem employee to the manger.

4.6.5 Per Diem Nurses and Job Openings. If one (1) or more per diem nurses are applying for the same position under Section 6.6, Job Openings, then the nurse with the most paid hours during the nurse's employment at ~~Harrison~~ St. Michael shall have this criteria used as the determining factor, if the applicants' skills, competence, ability and experience are considered substantially equal in the opinion of the Employer.

4.7 Temporary Nurse. A nurse who has been hired to work for a specific need, strictly temporary in nature, for a relatively short period of time, but in no event to exceed six (6) months. Temporary nurses whose status is changed to a full-time or part-time shall be subject to a ninety (90) day probationary period. Time spent in temporary status shall not count toward seniority.

4.8 Probationary Nurse. A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall become a regular nurse unless specifically advised by the Employer of an extended probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) days' notice of intention to terminate.

Full-time or part-time nurses who change to a per diem status and then return to full-time or part-time status shall not be subject to the probationary period.

4.9 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse's hourly wage rate (8.1), shift differential (9.1), certification pay (9.9), and the wage premium in lieu of benefits for nurses selecting that optional method of compensation (4.5). Shift differential shall not be paid when a nurse is temporarily assigned to the day shift during the nurse's residency or orientation period.

4.10 Preceptor. ~~A preceptor is an experienced Registered Nurse proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing, and evaluating the new skill development of a nurse who is participating in a specific residency program, including a new Registered Nurse, or an experienced Registered Nurse transitioning to a new specialty; the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments and the selection of the preceptors, and such status shall be considered when making patient care assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses on the unit without preceptor pay. This would include the providing of informational assistance, support and guidance to new Registered Nurses. A Registered Nurse needing extended orientation and/or a specific skill development will be determined by management. The Employer shall provide education to any nurse assigned as a preceptor.~~

A Preceptor is an experienced registered nurse who is assigned specific responsibility for planning, organizing, teaching and evaluating the new skill development of a nurse who is participating in a specific program, the parameters of which have been set forth in writing by the Employer:

- a. A resident RN employed by the Medical Center;
- b. A senior elective RN student;
- c. An RN newly hired or transferred into clinical areas in which the RN has no previous experience;
- d. An RN cross-training into a new clinical area;
- e. An RN who has completed his/her residency but needs additional training time;

f. An RN needing additional and/or necessary specific new skill development as approved and directed by management.

Inherent in the Preceptor role is the responsibility for specific, criteria-based and goal directed education for a specific period. The employer shall provide education to any nurse assigned as a preceptor. A Preceptor shall work on a one-on-one basis and in close proximity to the preceptee. It is the intent that the Preceptee's schedule shall be incorporated into the regular schedule of the Preceptor to the extent possible, unless training needs are such that variation provides a fuller training experience. Preceptor responsibilities will be considered when making patient care assignments. Nursing management will determine the need for preceptor assignments. The Employer will first seek volunteers before making preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses without receiving preceptor pay. This would include the providing of informational assistance, support and guidance to new nurses on the unit.

4.11 New Positions. New job classifications established during the term of this Agreement shall be covered by this agreement unless they are bona fide supervisory or administrative/management positions. The Union and the Employer shall bargain the hours, wages and working conditions of any new classifications established by the Employer.

## ARTICLE 5 – EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Parties agree and support the policy to employ, evaluate, compensate, promote, and retain individuals on the basis of qualifications, ability, and performance regardless of race, creed, color, national origin, sex, sexual orientation, gender identity, genetic information, marital status, age, veteran status, or the presence of any sensory, mental or physical disability unless the disability precludes the person from performing the essential functions of the employment position, with or without accommodations. The seniority provisions of this Agreement apply as indicated except in the instance of actions necessary to comply with federal or state legislation regarding mental, physical or sensory disability.

[Alleged violation of this section may be addressed through the grievance procedure. However, prior to referral to arbitration, an employee must decide with the Union whether to continue to use the grievance procedure or the procedure established by applicable regulatory agencies. The Employer shall be notified of this decision in writing. The employee's choice of one (1) procedure shall preclude the utilization of the other.]

5.2 Notice of Termination. Nurses who have completed the required probationary period shall receive fourteen (14) days' notice of termination or pay in lieu thereof (prorated for part-time nurses), including any accrued PTO benefits, except in cases of discharge for just cause.



5.3 Notice of Resignation. Nurses who have completed the required probationary period ~~are encouraged to give twenty-eight (28) days' advance notice of resignation and shall give at least twenty-one (21) days' written notice of resignation. shall be required to give at least twenty-one (21) days' written notice of resignation.~~ The Employer and the Union encourage nurses to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. Failure to give the required twenty-one (21) day written notice shall result in loss of accrued benefits. If a new employer requires the employee, in writing, to report for work in fourteen (14) days, the employee will not lose his/her paid time off. Consideration by the Employer shall be given to extenuating circumstances that make such notice requirements impossible.

5.4 Discipline and Discharge. No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). Verbal reprimands will not be grievable unless the reprimand is relied upon for subsequent discipline(s). A copy of all written disciplinary actions shall be given to the nurse at the time of the discipline or promptly thereafter.

Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of the Union Representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action. The medical Center will notify the Union in writing within twenty-four (24) hours, exclusive of weekends and holidays, following notice of discharge or suspension to any employee in the bargaining unit.

5.4.1 A per diem or temporary nurse who is disciplined or discharged may utilize the grievance procedure through Step 3. Except for discipline and discharge, the grievance procedure will be in full effect for all other issues.

5.5 Evaluations. The Employer shall maintain an ongoing performance evaluation program which should be considered as a step in bringing about and determining progress in personal and professional growth and development which results in quality patient care. Nurses shall normally receive a written evaluation prior to the end of the probationary period and at least annually thereafter in accordance with Medical Center policy. As part of the evaluation, input may be solicited from peers and/or co-workers, two (2) of whom may be selected by the nurse. Evaluations will be a collaborative process, including a review of strengths and areas of needed improvement.

The nurses and Unit Director/Manager will work together to develop a plan for improvement areas. A nurse may provide a written response to the evaluation which will be attached to the evaluation and kept in the nurse's file. The nurse may also request a subsequent review of the evaluation with a Union Representative present. Any revisions to the Employer's policy will be reviewed with the Conference Committee.

5.6 Personnel files. Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting

materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. Nurses will be given the opportunity to provide a written response to any disciplinary actions to be included in the personnel file. The disciplinary notice shall indicate under what circumstances, if any, the notice will be removed from the file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, permanent change in status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse upon request. After one (1) year, a nurse may request in writing to the Director of Human Resources for warning notices, verbal and written, to be removed from his/her personnel file. The Director of Human Resources will respond within ten (10) working days approving or denying the request. If denied and at two (2) years, a nurse may again request in writing to the Chief Nursing officer for a written or verbal warning notice to be removed. Removal will be at the sole discretion of the Medical Center.

5.6.1 Nurses may, by appointment, with their Unit Director/Manager, review their personal anecdotal file kept by the Unit Director/Manager. (Notes or concerns/complaints from other nurses or staff shall not be accessible until the Employer has redacted names, additional personal identity information, or other confidential information.) The nurses may request reasonable explanation of materials found in that file.

5.7 Payroll Checks. Payroll checks shall reflect number of hours worked, rates of pay, and accruals for PTO and EIB.

5.8 Travel. In accordance with Medical Center policy, a nurse who is assigned and accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Medical Center. If the return trip to the Medical Center is not to be by the ambulance, etc., in which the nurse traveled with the patient, the nurse's return trip transportation expense shall be provided before departure. Assigned travel between medical centers and/or campuses will be reimbursed at the IRS mileage rule rate.

5.9 Floating. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Volunteers will be sought first when floating is necessary. Traveling nurses will be subject to the same floating requirements as the nurses on the units to which the traveling nurse is assigned. Nurses required to float within the Medical Center will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. A nurse who is a regular staff member of the unit will be assigned to serve as a clinical guidance contact person for the nurse who has been floated to the unit. When floated, nurses will be expected to perform all basic nursing functions, but will not be required to perform tasks or procedures which they are not qualified or trained to perform. If, during the float assignment, the nurse is asked to perform a procedure or skill which the nurse does not feel qualified to perform, the nurse will immediately discuss the matter with the Charge Nurse and/or Unit Director/Manager. The Employer will make a good faith effort not to float a nurse to a different unit more than

once per shift, excluding float pool nurses and nurses who float and do not take an assigned Patient load. A nurse who is floated to another unit shall not be required to take charge of that unit without mutual consent of the nurse and the Employer. For defined Units/Clinical areas see Addendum H.

5.10 Benefit Accrual. Paid time off shall be regarded as time worked for purposes of the accrual of benefits.

5.11 Low Census (CEDO). Low census (also known as CEDO or census extra day off) is defined as a decline in patient number or care requirements resulting in a temporary staff decrease. During periods of low census (CEDO), the Employer will release staff in the following order:

- First Cut - Agency/Travelers up to contractual maximum
- Next Cut - Volunteers who are working in an overtime situation or shift
- Next Cut - Scheduled overtime for that shift
- Next Cut - Volunteers
- Next Cut - Temporary
- Next Cut - Per Diem
- Next Cut - Part time working above FTE
- Next Cut - Equitable Rotation of Full-time, Part-time, and Travel Nurses (exceeding their contractual maximum):

Rotate low census equitably among nurses assigned to each unit by shift, subject to skill, competence, ability and availability as determined by the Employer. The Employer will attempt to make floating opportunities available to nurses subject to low census. A travel nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and part-time nurses. For purposes of administering this section the float pool shall be considered a unit. For defined Units/Clinical areas see Addendum H.

A standard Low Census Rotation list by unit will be maintained and updated by Management in a timely manner. Such list shall be available for viewing by nurses. This rotation list will be zeroed out quarterly.

5.11.1 If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. Nurses who are subject to low census may use accrued PTO time and such time off will count in the low census rotation. Full-time and part-time nurses who are released from duty due to low census shall continue to accrue benefits based upon the nurse's scheduled hours of work.

5.11.2 Low Census Standby. A nurse(s) may be assigned to either a straight CEDO or low census standby (CEDO/Standby) for either a partial shift or for the entire shift. A low census (CEDO) or a low census standby (CEDO/Standby) may be assigned for the partial shift only once per scheduled shift, for a period of time determined at the time the nurse(s) was placed on low census (CEDO) or low census standby

(CEDO/Standby), unless requested by the employer. If the nurse assigned low census standby returns to work at any time during his/her standby shift, he/she is paid at one and one halftimes (1-1/2x) callback for the hours worked until his/her scheduled shift begins. A nurse who reports to work after a partial day straight time CEDO is paid straight time for the remainder of his/her regularly scheduled shift.

5.12 American with Disabilities Act. The Parties to the Agreement recognize that the Americans with Disabilities Act (“ADA”) impose certain requirements on an Employer with regard to the hiring and retention of employees. The parties accordingly agree that, notwithstanding any other provision of this Agreement, the Employer may take any action it deems necessary in order to comply with the provisions of the ADA. Where possible, the Union shall be notified at least fourteen (14) days prior to the intended implementation of any action and, upon request; the Employer shall meet with the Union to explain the reasons for the action to be taken.

5.13 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 nurses will comply with all health and safety policies and procedures of the Medical Center. Concerns regarding personal and department safety shall be brought forward to the Safety Committee. If the nurse does not feel comfortable submitting their concern to the Committee they may submit their concern to HR, or up the chain of command.

5.13.1 Personal Protective Equipment. Personal protective equipment will be provided and readily available in accordance with OSHA and WISHA guidelines. Ongoing observance of these guidelines will be reviewed by the Nurse Practice Committee. (From Article 14.8)

~~[moved to new Article 6- Staffing] 5.14 Staffing. The Medical Center will endeavor to provide a level of staffing consistent with quality patient care and in accordance with State Law (RCW 70.41.420) and regulations. Staffing levels shall be determined by management.~~

- ~~1. Employee(s) believing there is a staffing problem are encouraged to address the issues immediately with their Charge Nurse/Supervisor/Manager/Director.~~
- ~~2.1. If the matter is not satisfactorily resolved the nurse may also document the concern on a staffing concern form, which could be the Collaborative Staffing Intervention (CSI) form as determined by the staffing committee. The form will be forwarded for review to the Staffing Committee Co Chairs, CNO, Union Representative, Department Manager, and House supervisor. The Staffing Committee shall review, assess and respond within 14 days of the committee review. The staffing committee may determine if the matter is resolved, unresolved or dismissed.~~
- ~~3.1. If there is no consensus with the staffing Committee, the committee may discuss the matter with the CNO or designee.~~

~~4.1. The employer will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Staffing Committee; or an employee who notifies the Staffing Committee, immediate supervisor or the Medical Center administration of his or her concerns about staffing.~~

5.15 Orientation. The objectives of orientation shall be to familiarize newly-hired nurses with the objectives and philosophy of the Medical Center and nursing services, to orient new nurses to Medical Center policies and procedures, and to instruct new nurses as to their functions and responsibilities to enable them to practice independently. Nurses will be oriented through a combination of instructional conferences, floor and/or shift work. (From 14.6)

5.16 In-Service Education. A regular and ongoing in-service education program shall be maintained. The objectives of in-service education shall be to review the philosophy, objectives and functions of in-service education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; and to review current nursing care trends.

The functions of in-service education shall be to promote the safe and intelligent care of the patient; to develop staff potential; to create an environment that stimulates learning creativity, and personal satisfaction; and to facilitate cross-orientation. Nurses who attend in-service education meetings or staff meetings shall be paid at the regular rate of pay and overtime pay, if applicable, if attendance is required by the Employer. (From 14.7)

5.16.1 Nurses attending required education will not lose hours, and if scheduled to make up hours, will have the option to take CEDO or use PTO if the education does not fulfill the nurse's full FTE. Nurses will not be required to work above their FTE.

#### ARTICLE 6 – STAFFING (amend subsequent article numbers)

~~6.1~~ 5.14 Staffing. The Medical Center will endeavor to provide a level of staffing consistent with quality patient care and in accordance with State Law (RCW 70.41.420) and regulations. Staffing levels shall be determined by management.

All official changes to the staffing matrix in any unit shall be considered and voted upon by the Staffing Committee before they are submitted to the Hospital President and implemented in accordance with RCW 70.41.410(6).

1. **Staffing Concerns: Nurses individually, or as a group** Employee(s) believing there is a staffing problem are encouraged to address the issues immediately with their Charge Nurse/Supervisor/Manager/**House Supervisor/Director.**
2. If the matter is not satisfactorily resolved the nurse may also document the concern on a staffing concern form, which could be the Collaborative Staffing Intervention (CSI) form as determined by the staffing committee. The form will be forwarded for review to the Staffing Committee Co-Chairs, CNO, Union Representative, Department Manager,

and House supervisor. The Staffing Committee shall review, assess and respond within 14 days of the committee review. The staffing committee may determine if the matter is resolved, unresolved or dismissed.

3. If there is no consensus with the staffing Committee, the committee may discuss the matter with the CNO or designee. **The Chief Nursing Officer or designee will respond within 30 days.**
4. The employer will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Staffing Committee; or an employee who notifies the Staffing Committee, immediate supervisor or the Medical Center administration of his or her concerns about staffing.

#### ARTICLE 6 – SENIORITY

6.1 Definition. Seniority is defined as a full-time or part-time nurse's continuous length of service as a registered nurse covered by this Agreement beginning with the most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from the most recent date of hire. Per Diem nurses shall not accrue seniority. Regular nurses who change to per diem status and subsequently return to regular status without a break in employment shall retain previously accrued seniority, subject to the conditions set forth in Section 4.6.1.

Continuously employed nurses who leave the bargaining unit to accept non-bargaining unit positions with the Employer shall retain all seniority accrued as a bargaining unit employee. In the event such nurse subsequently returns to a posted position in the bargaining unit, time worked outside of the bargaining unit shall be proportionally credited to seniority on the basis of one (1) year of seniority for each two (2) years of non-bargaining unit work. If a nurse terminates employment but is reemployed within one (1) year, prior bargaining unit seniority will be restored.

6.2 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Medical Center resulting from a need for fewer nurses as determined by the Employer. At least twenty one (21) days' advance notice of layoff will be given to the Union and to nurses who may be subject to layoff. Upon notice the Union may request to meet and discuss layoff alternatives. Subject to skill, competence, ability and experience, as determined by the Employer, temporary and probationary nurses shall be laid off before regular full-time and part-time nurses. Regular full-time and part-time nurses on layoff shall be given preference for per diem work assignments, within a clinical unit, subject to availability and skill, competence, ability and experience in the opinion of the Employer, providing the nurse has followed the Employer's procedures for requesting per diem work assignments. A layoff seniority roster will be available in the Human Resources Department, posted on the unit(s) directly impacted, and a copy sent to the Union. Prior to implementing the provisions set forth in this section, the Employer will

request volunteers for layoff from among those nurses on the units affected by the layoff. For defined Unites/Clinical areas see Addendum H.

**6.2.1 Unit Layoff.** If a unit layoff is determined by the Employer to be necessary, nurses will be designated for layoff within the unit in the inverse order of their seniority, providing skill, competence, ability and experience to perform the required work is considered equal in the opinion of the Employer. Any nurse subject to layoff may select another position when available from a listing of vacant positions within the Medical Center or, if eligible, a position from the Low Seniority Roster (Section 6.3), providing the nurse is qualified for the position in the opinion of the Employer. As a result of a unit layoff, the unit restructuring provisions of Section 6.2.2, Unit Merger and/or Restructuring, may be applied to the unit by the Employer.

**6.2.2 Unit Merger and/or Restructuring.** In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. A listing of the FTEs for each shift on the new/restructured unit, including qualification requirements, shall be posted on the unit(s), via hard copy and electronically, for at least ten (10) calendar days. Other vacant positions within the Medical Center will also be posted on the unit(s) at that time.

By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last).

Based upon these preference lists, the Employer will assign nurses to positions on the new/restructured unit based upon seniority, providing skill, competence, ability and experience are considered equal in the opinion of the Employer. Nurses who are not assigned a position on the new/restructured unit may select a new position from the Low Seniority Roster (Section 6.3), if eligible, providing the nurse is qualified for the position in the opinion of the Employer. As a result of this process, a nurse's shift, FTE status, hours per day and/or days per week may be changed to reflect the new job requirements.

**6.2.3 Unit Closure.** If a unit is closed, a listing of any available vacant positions within the Medical Center and the Low Seniority Roster (Section 6.3) will be posted on the unit for at least seven (7) days. At the end of that seven (7) calendar day period, nurses shall, in order of their seniority, be allowed to select a position from the list of any available vacant positions or, if eligible, a position from the Low Seniority Roster (Section 6.3) providing the nurse is qualified in the opinion of the Employer.

Nurses who are on PTO, approved leave of absence or EIB, and who are unable to be reached by telephone within the first twenty-four (24) hours of the notice of layoff, merger or restructure, will be sent notice by certified mail, return receipt requested, to their home address. If a nurse has not contacted the Employer regarding their

preferences, as provided for in this Agreement, the Employer will assign the nurse any available position as appears to be appropriate, based upon the nurse's seniority, subject to skill, competence, ability and experience in the opinion of the Employer. The process for assignment to available positions will not be delayed due to the absence of the nurse.

6.3 Low Seniority Roster. The "Low Seniority Roster" shall be a listing of nurses most recently hired into regular full-time or part-time positions by the Medical Center, and will represent a number equivalent to ten percent (10%) of the total regular full-time and part-time nurses in the bargaining unit. This listing shall include unit, department or service, employment status (FTE) and shift. Any nurse identified for layoff pursuant to Section 6.2, Layoff, whose name already appears on the Low Seniority Roster, and any nurse on the low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to immediate layoff.

6.4 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from date of layoff. When a vacancy occurs, nurses will be reinstated in the reverse order of the layoff, subject to Section 6.6, Job Openings, providing skill, competence, ability and experience are considered equal in the opinion of the Employer.

6.4.1 Notification to Employer. Nurses will notify the employer if they wish to be removed from the recall roster. If the nurse fails to keep the Employer notified of a current mailing address and home telephone number, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate. The Employer will provide laid-off nurses written notice of these requirements and will send a copy to the Union.

6.5 Termination of Seniority. Seniority shall cease upon termination of employment; for example, discharge, resignation, retirement, failure to return to work on a timely basis from an approved leave of absence, refusal to accept a regular job opening (same FTE status) offered by the Employer while on layoff status, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures. The Employer will notify the Union of any recall procedures prior to the recall. Nurses on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. Failure to comply with the notification and reporting requirements contained herein shall result in termination.

6.6 Job Openings. Notice of job openings shall be posted in the Medical Center's electronic job application system for seven (7) business days (Monday through Friday) in advance of filling. Employees on the unit will be notified of the posting. To be considered for such job openings, a nurse must submit an electronic application for each posted position. The application will be retained only so long as the position remains vacant. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing the applicants' skills, competence, ability and experience are considered substantially equal in the opinion of the Employer. Subject to the criteria set forth above, job openings will be filled in the following order:



- a. Transfers from one (1) shift to another on the same unit;
- b. From other full-time, part-time and per diem nurses on the same organizational unit applying for the vacant position;
- c. Return from leave;
- d. Other applicant from the bargaining unit (including nurses on the recall roster);
- e. Per Diem; and
- f. External candidates

If the Employer is unable to transfer a nurse to a vacant position pursuant to this section due to patient care considerations or departmental needs, the position may be filled on a temporary basis and the nurse will be advised as to when the transfer will occur. The Employer will use its best efforts to complete the transfer as soon as conditions allow. If the transfer does not occur within ninety (90) days, the nurse will receive regular communication about the status of the transfer. For defined Units/Clinical areas see Addendum G.

6.6.1 If an applicant is selected for a position, the nurse will not be eligible to apply for another position in another department for at least (6) months after assuming the new position, unless requested or approved by the Employer.

~~6.7 — Reversion Rights. If, within the first three (3) months of the new position (either promotion or layoff), the Nurse and the Employer agree the new position is not a good fit, the Nurse will have the option of reversion to their former position, if it remains vacant, or a similarly classified position in the same unit. If the position has been filled or eliminated, the Nurse may apply to any open position for which the Nurse is qualified pursuant to Article 6.6 Job Openings.~~

6.8 Projects and Professional Development. Participation in quality improvement work and professional development is encouraged. Examples include: participation in committees, unit councils and resulting projects. Committees and council minutes will be distributed within the applicable unit(s).

## ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8-1/2) consecutive hours.

7.1.1 Donning and Doffing. For areas where donning and doffing of hospital attire is required, an eight (8) minute donning time will be allowed at the beginning of a shift and an eight (8) minute doffing time will be allowed prior to the end of shift.

Donning time is defined as the time it takes to clock in, to change into required attire and to report to the primary work station to begin a shift.

Doffing time is defined as the time from the work station, to change out of required attire and to clock out for the end of shift.

7.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period. For purposes of this Agreement, the seven (7) day period shall begin at midnight Saturday and continue until midnight the following Saturday night.

7.3 Innovative Work schedules. Innovative work schedules providing for other than eight (8) hours per day may be established by the Employer with the agreement of the nurse(s) involved. Prior to implementing an innovative shift, the Employer and Union will meet to clarify the terms and conditions of employment related to that innovative work schedule. Where work schedules other than the eight (8) hour day work schedule are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least thirty (30) days' advance notice to the nurse.

7.3.1 For further information of established Innovative Work Schedules, review addendums at the end of this contract:

Addendum A for 12 hour shifts

Addendum B for 10 hour shifts

Addendum C for 16 hour shifts

7.4 Pyramiding. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one and one-half (1-1/2) the regular rate which would result in compensation exceeding one and one-half (1-1/2) for the same hours worked (Addendum F).

7.5 Overtime Approval. The Employer and the Union agree that overtime should be discouraged. The Employer will not require its nurses to work beyond their scheduled shift or work periods nor will it implement mandatory call, if doing so would violate RCW 49.28.130-150. If overtime work is necessary, volunteers will be sought before reasonable overtime may be assigned on a rotational basis. Overtime shall be considered in effect if eight (8) minutes or more are worked after the end of the scheduled shift. Thereafter, overtime will be paid to the nearest fifteen (15) minutes. Utilization of unauthorized overtime may be grounds for disciplinary action.

7.5.1 Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for time worked beyond the normal full-time work day or normal full-time work period. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. If a nurse works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2X) rate of pay. Excluding emergency situations, the Employer as a matter of policy shall not reschedule a nurse for extra work because of time off with pay.

However, if a nurse works an additional shift during the same week as time off with pay; and the employer has a need; the time off will be credited back to the appropriate accrual banks. This will not apply in instances of time off for unscheduled occurrences.

7.6 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or to return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. Meal periods and rest periods shall be administered in accordance with State Law (WAC 296-126-092). The Employer and Union agree that the rest period should be uninterrupted, unless otherwise requested by the nurse or a clinical emergency, as determined by the Employer or designee, requires that nurse to return to the unit. There shall be no retaliation of a nurse for accurately reporting any missed meal or rest periods.

7.7 Weekends. The Employer will make a good faith effort to schedule all full-time and part-time nurses to every other weekend off. If staffing levels on a particular unit allows, and provided there is mutual agreement, full-time and part-time nurses may be scheduled in other weekend worked configurations such as two off and two on or working every third weekend. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. \*

7.7.1 Consecutive Weekend Premium. In the event a full-time or part-time nurse is required to work on a scheduled weekend off, all time worked on such weekend shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay. The provision shall not apply in instances of trades, where nurses have elected every weekend work schedules, or where nurses voluntarily agree to frequent weekend duty.

\* For OR, Pre-op and PAR, the weekend shall be defined as all hours from 7:00am Saturday until 7:00am Monday.

7.8 Time Off Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1-1/2x). This Section shall not apply to standby and callback assignments performed pursuant to Article 9.

7.9 Posting. It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation.

Monthly-Six week work schedules shall be posted at least fourteen fifteen (14-15) days, but not more than thirty (30) days, prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care or low census conditions, individual scheduled hours of work may be changed only by mutual consent. Once vacant shifts are determined, Per Diem nurses may be scheduled for at least their minimum requirement, after which regularly scheduled nurses shall have the next opportunity to fill vacant shifts.

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

7.11 Report Pay. Nurses who report for work as scheduled (unless otherwise notified in advance) and are released by the Employer because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay at the straight-time rate of pay. Where the Employer has left a message on the nurse's telephone answering machine noting the time of the call, or has attempted to reach the nurse at home (documented attempts will be recorded) at least one and one-half (1-1/2) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and this section shall not apply.

7.12 Sixth Consecutive Day. Nurses who are scheduled and/or work six (6) days in a row will be paid one and one-half (1-1/2) times their regular rate of pay starting with the sixth day and continuing until that nurse has had a scheduled day off.

This section shall not apply to full-time or part-time nurses who voluntarily agree to be scheduled and/or work in such manner. If a nurse on callback (Section 9.3) works eight (8) hours within a twenty-four (24) hour period (excluding the minimum guaranteed callback hours paid but not worked), this will constitute a day, to be considered for the sixth consecutive day provision.

## ARTICLE 8 – COMPENSATION

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule:

	<u>(12.5%)</u>	<u>(2.50%)</u>	<u>(4.00%)</u>
	<u>Effective 2 pay</u>	<u>1st full pay</u>	<u>1st full pay</u>
	<u>periods post</u>	<u>period following</u>	<u>period following</u>
	<u>ratification</u>	<u>May 1, 2023</u>	<u>May 1, 2024</u>
<u>Base</u>	<u>\$37.37</u>	<u>\$38.31</u>	<u>\$39.84</u>
<u>Step 1</u>	<u>\$38.97</u>	<u>\$39.94</u>	<u>\$41.54</u>
<u>Step 2</u>	<u>\$40.49</u>	<u>\$41.50</u>	<u>\$43.16</u>
<u>Step 3</u>	<u>\$42.08</u>	<u>\$43.13</u>	<u>\$44.85</u>
<u>Step 4</u>	<u>\$43.67</u>	<u>\$44.76</u>	<u>\$46.55</u>
<u>Step 5</u>	<u>\$45.15</u>	<u>\$46.27</u>	<u>\$48.13</u>
<u>Step 6</u>	<u>\$46.76</u>	<u>\$47.92</u>	<u>\$49.84</u>

<u>Step 7</u>	<u>\$48.31</u>	<u>\$49.52</u>	<u>\$51.50</u>
<u>Step 8</u>	<u>\$49.93</u>	<u>\$51.18</u>	<u>\$53.22</u>
<u>Step 9</u>	<u>\$51.48</u>	<u>\$52.77</u>	<u>\$54.88</u>
<u>Step 10</u>	<u>\$53.54</u>	<u>\$54.88</u>	<u>\$57.07</u>
<u>Step 11</u>	<u>\$54.33</u>	<u>\$55.68</u>	<u>\$57.91</u>
<u>Step 12</u>	<u>\$55.34</u>	<u>\$56.72</u>	<u>\$58.99</u>
<u>Step 13</u>	<u>\$56.17</u>	<u>\$57.58</u>	<u>\$59.88</u>
<u>Step 14</u>	<u>\$56.71</u>	<u>\$58.13</u>	<u>\$60.45</u>
<u>Step 15</u>	<u>\$57.58</u>	<u>\$59.02</u>	<u>\$61.38</u>
<u>Step 16</u>	<u>\$58.43</u>	<u>\$59.89</u>	<u>\$62.29</u>
<u>Step 17</u>	<u>\$59.10</u>	<u>\$60.57</u>	<u>\$63.00</u>
<u>Step 18</u>	<u>\$59.77</u>	<u>\$61.26</u>	<u>\$63.71</u>
<u>Step 19</u>	<u>\$61.11</u>	<u>\$62.63</u>	<u>\$65.14</u>
<u>Step 20</u>	<u>\$62.48</u>	<u>\$64.04</u>	<u>\$66.60</u>
<u>Step 21</u>	<u>\$63.19</u>	<u>\$64.77</u>	<u>\$67.36</u>
<u>Step 22</u>	<u>\$63.90</u>	<u>\$65.50</u>	<u>\$68.12</u>
<u>Step 23</u>	<u>\$64.23</u>	<u>\$65.83</u>	<u>\$68.46</u>
<u>Step 24</u>	<u>\$64.55</u>	<u>\$66.16</u>	<u>\$68.81</u>
<u>Step 25</u>	<u>\$65.34</u>	<u>\$66.97</u>	<u>\$69.65</u>
<u>Step 26</u>	<u>\$66.33</u>	<u>\$67.98</u>	<u>\$70.70</u>
<u>Step 27</u>	<u>\$66.33</u>	<u>\$67.98</u>	<u>\$70.70</u>
<u>Step 28</u>	<u>\$67.14</u>	<u>\$68.81</u>	<u>\$71.57</u>
<u>Step 29</u>	<u>\$67.79</u>	<u>\$69.48</u>	<u>\$72.26</u>
<u>Step 30</u>	<u>\$68.62</u>	<u>\$70.34</u>	<u>\$73.15</u>

	<u>Effective 10/6/19</u>	<u>Effective 2/1/21</u>
<u>Base</u>	<u>\$32.10</u>	<u>\$33.22</u>
<u>Step 1</u>	<u>\$33.47</u>	<u>\$34.64</u>
<u>Step 2</u>	<u>\$34.77</u>	<u>\$35.99</u>
<u>Step 3</u>	<u>\$36.14</u>	<u>\$37.40</u>
<u>Step 4</u>	<u>\$37.51</u>	<u>\$38.82</u>
<u>Step 5</u>	<u>\$38.77</u>	<u>\$40.13</u>
<u>Step 6</u>	<u>\$40.15</u>	<u>\$41.56</u>
<u>Step 7</u>	<u>\$41.49</u>	<u>\$42.94</u>
<u>Step 8</u>	<u>\$42.88</u>	<u>\$44.38</u>
<u>Step 9</u>	<u>\$44.21</u>	<u>\$45.76</u>
<u>Step 10</u>	<u>\$45.98</u>	<u>\$47.59</u>
<u>Step 11</u>	<u>\$46.66</u>	<u>\$48.29</u>
<u>Step 12</u>	<u>\$47.53</u>	<u>\$49.19</u>
<u>Step 13</u>	<u>\$48.24</u>	<u>\$49.93</u>
<u>Step 14</u>	<u>\$48.71</u>	<u>\$50.41</u>
<u>Step 15</u>	<u>\$49.45</u>	<u>\$51.18</u>
<u>Step 16</u>	<u>\$50.18</u>	<u>\$51.94</u>
<u>Step 17</u>	<u>\$50.18</u>	<u>\$51.94</u>
<u>Step 18</u>	<u>\$51.32</u>	<u>\$53.12</u>

Step 19	\$52.47	\$54.31
Step 20	\$53.65	\$55.53
Step 21	\$53.65	\$55.53
Step 22	\$54.87	\$56.79
Step 23	\$54.87	\$56.79
Step 24	\$55.42	\$57.36
Step 25	\$56.10	\$58.06
Step 26	\$56.95	\$58.94
Step 27	\$56.95	\$58.94
Step 28	\$57.64	\$59.66
Step 29	\$58.20	\$60.24
Step 30	\$58.92	\$60.98

8.2 Compensation Increase. Wage increases set forth herein shall become effective at the beginning of the first pay period on or after the dates designated.

8.3 Longevity Increase. Longevity increases shall become effective at the beginning of the first full payroll period on the completion of twelve (12) months of service from the nurse's last increase.

8.4 Recognition for Past Experience – New Hires. Nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experiences when placed on the wage scale. For purposes of this section, continuous recent nursing experience shall be defined as verifiable clinical nursing experience as a registered nurse in an accredited hospital, ambulatory care setting, or equivalent health care experience acceptable to the Employer (including temporary employment with an employer) without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer.

8.4.1 Effective (Ratification date) Nurses hired with continuous recent experience as a Licensed Practical Nurse (LPN) at an acute care facility or ambulatory care setting, or equivalent health care experience acceptable to the Employer shall have such experience credited at a rate of one (1) year for each two (2) years of LPN experience for purposes of the wage schedule.

~~8.5 — LPNs. An LPN employed at HarrisonSt. Michael Medical Center who becomes an RN after October 1, 2008 will maintain PTO and EIB accrual at the level accrued as an LPN and will at such future time of transfer from LPN to RN status for wage placement purposes as an RN be given one (1) year of credit for each two (2) years of service as an LPN. (This provision does not apply to RN's who transferred to RN from LPN status prior to October 1, 2008).~~

## ARTICLE 9 – PREMIUM PAY

9.1 Shift Differential. Nurses regularly assigned to work the evening shift shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour. Nurses regularly assigned to work the night shift shall be paid a shift differential of four dollars and ~~twenty-~~

~~five~~~~seventy-five~~ cents (~~\$4.75~~ ~~\$4.25~~) per hour. The evening shift shall be defined as any shift having four (4) or more hours between 3:00pm and 11:00pm. The night shift shall be defined as any shift having (4) or more hours between 11:00pm and 7:00am. Such standard shall also be applicable to per diem shift differential pay pursuant to Section 4.6.

9.1.1 Shift differential pay shall not apply to nurses regularly assigned to the day shift unless management schedules a day shift nurse for four (4) or more hours on an evening or night shift. Nurses who are assigned standby as part of the regular assignment such as OR (including Same Day Surgery), PACU, L&D, Special Procedures, and Medical Imaging are not subject to the four (4) hour minimum if called in to work during a shift that pays a shift differential.

9.1.2 In the event a nurse works exactly four (4) hours on two (2) different shifts, the hours shall be apportioned to reflect a shift differential rate applicable to all hours worked. In the event a nurse works a combination of shifts as part of a regular assignment, the hours shall be apportioned to reflect a shift differential rate applicable to all hours worked.

9.2 Standby Pay. Nurses assigned standby status off Medical Center premises shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour. For standby in excess of 60 standby hours per pay period a nurse shall receive an additional ~~one dollar and twenty-five cents (\$1.25)~~ ~~\$ .50~~ per hour for all standby hours over 60 in a pay period. Standby duty shall not be counted as hours worked for purposes of computing overtime and eligibility for longevity increments or fringe benefits unless such standby is assigned in lieu of a CEDO. [A nurse assigned standby status for Thanksgiving Day, Christmas Day, or New Year's Day (as specified by the Employer under Section 10.5, Work on Holidays) shall be compensated at one and one-half (1-1/2) times the standby pay rate.]

9.3 Callback Pay. Any nurse called back to work at any time while on standby or at any time within fifteen and one-half (15-1/2) hours of the completion of the nurse's regular work day (including CEDO days) shall be compensated at the rate of time and one-half (1-1/2x) the regular rate of pay. Call back while on standby status shall be mandatory; if not on standby status, callback shall be voluntary. When called back, the nurse shall receive time and one-half (1-1/2x) for a minimum of three (3) hours. Callback pay shall be paid in addition to and exclusive of any standby pay. Travel time to and from the Medical Center shall not be considered time worked. When called back, the nurse shall receive time and one-half (1-1/2x) for all hours actually worked but not less than three (3) hours at time and one-half (1-1/2x) within any eight (8) hour period. ~~Any nurse called back to work from standby status on a designated holiday shall be compensated at the rate of double time (2x) the regular rate of pay for hours worked on the holiday. Nurses assigned standby for a recognized holiday will receive one and one-half (1-1/2) times their regular rate of pay for the first eight (8) callback hours worked on the holiday. Additional callback hours worked within the twenty four (24) hour holiday period will be paid at double time (2x).~~ Nurses on standby on the holiday will have the option of using PTO hours up to their assigned FTE.

The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift. This section shall not be used in conjunction with any assignment involving a double shift.

9.3.1 Standby Callback. Nurses who are assigned standby for the shift following their regular work shift and who are held over will be paid at the overtime rate for the hours worked at their regular quitting time with a guarantee of three (3) hours of pay, if the holdover is more than one and one-half (1-1/2) hours.

9.3.2 Standby CEDO. A good faith effort will be made to give nurses a one and one half (1 ½) hour notice every time the nurse is called in, except in areas where call back times have been established.

9.3.3 Standby Callback Pay. Once a nurse is placed on standby on the nurse's regularly scheduled work day, the nurse will be paid (when called in) at one and one-half (1-1/2) times the regular rate of pay for all hours worked that shift.

9.3.4 If a nurse is required to take a telephone call directly related to patient care while on standby, the time spent on each telephone call shall be considered time worked for a minimum of 15 minutes and shall be compensated at the appropriate rate of pay in addition to standby pay. Payment for telephone calls answered will not result in any contractual premium pay. Time spent working under this section will not count as hours worked for the purposes of Section 7.8, Time Off Between Shifts.

9.4 Weekend Premium Pay. There shall be a premium of three dollars and twenty-five cents (\$3.25) per hour for all hours worked between 11:00pm Friday and 11:00pm Sunday (7:00am Saturday and 7:00am Monday for Recovery and Operating Room employees). Such premium is excluded from overtime/premium calculations unless otherwise required by the Fair Labor Standards Act.

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

9.6 Charge/Resource Nurse Pay. Any nurse assigned as a charge/resource nurse shall receive two dollars ~~fifty-seventy-five~~ cents (~~\$2.75~~ ~~\$2.50~~) per hour over the regular rate of pay. Effective May 1, 2023 a charge/resource nurse shall receive three dollars (\$3.00) per hour over the regular rate of pay. Effective May 1, 2024, a charge/resource nurse shall receive three dollars and twenty-five cents (\$3.25) over the regular rate of pay.

9.7 Preceptor Premium. Any nurse assigned as a preceptor shall receive two dollars (\$2.00) per hour over the regular rate of pay for all hours so assigned.



9.8 Temporary Assignment. A nurse temporarily assigned to a higher paid position shall be compensated for such work at the rate of pay applicable to the higher position.

9.9 Certification Premium. Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour, provided the particular certification has been approved by the Employer and the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. Certification pay shall not be reduced because of floating out of the certification area. Certification pay shall become effective at the beginning of the first pay period after receipt in the Human Resources department following HarrisonSt. Michael Medical Center process of certifying agency official certificate or card. (Official certificate or card must include certification number and expiration date). To maintain certification, the nurse must provide Human Resources department following HarrisonSt. Michael Medical Center process with the official certificate or card indicating continued certification prior to noted certification expiration date or certification pay will cease on that date.

For newly certified nurses, it is the responsibility of the registered nurse to submit the certification document indicating the certification title and acronym, and the expiration date to their manager who will initiate the certification process. Certification pay shall become effective the first full pay period following receipt of the certification by the manager. To maintain certification premium pay, the nurse must renew and update their certification credential prior to the expiration date following the Medical Center's policy. Failure to update the certification credential prior to the expiration date will cause the premium pay to cease.

9.9.1 Approved Certifications. HarrisonSt. Michael Medical Center's list of approved certifications will be reviewed annually by the Conference committee. The Committee will make recommendations to the HarrisonSt. Michael Medical Center Chief Nursing Officer for review and possible addition to the approved certifications list; and if denied, the reason for the denial will be communicated. Eligibility date for newly added certifications during the life of the contract will be agreed upon by the Conference Committee. (From Addendum F)

9.10 B.S.N. / M.S.N. Differential. Effective the first full pay period following July 1, 2022 Nurses who have a Bachelor of Science or Master of Science Degree in nursing or equivalent advanced degree in nursing (including PhD in nursing or DNP) shall receive a differential of one dollar (\$1.00) for all compensated hours. The Nurse is required to provide appropriate proof of the qualifying degree, and no retroactive payment is due if the Nurse provides appropriate proof at a later date. The B.S.N./M.S.N. differential shall be paid in addition to certification pay.

9.11 Float Pool Premium. SMMC has an established float pool unit from which nurses are assigned to cover shifts throughout the medical center. To be eligible to receive float pay, a float pool nurse must be qualified to float to a medical surgical area and at least one of the following specialty areas:

- Emergency Department
- Critical Care
- Family Birth Center
- Surgical Services
- Cath Lab

Float pool nurses are expected to work on any assigned unit for which they are qualified. Effective the first full pay period 60 days post ratification, Nurses eligible for float pay shall receive a five dollar (\$5.00) per hour if the nurse maintains their eligibility.

Effective January 2023, in the event the Employer needs to float an RN, who is not in the float pool, to the Emergency Department, the RN will receive a two dollar and fifty cent (\$2.50) per hour differential for time worked in the Emergency Department if a patient assignment is taken.

9.12.10 Mileage. Subject to prior approval, nurses required to use their personally-owned automobile on Medical Center business will be reimbursed for their mileage at the current IRS rate.

9.13.11 Incentive Shifts and Pay. When incentive pay is being offered to units and/or shifts, the Union will be notified and the issue may be brought to Conference Committee to examine the parameters of use in the instance and to discuss the feasibility of the incentives expanding to units and/or shifts in similar circumstances.

9.14.12 Recruitment Bonus. The current employee referral recruitment program, will be maintained through the life of the contract. Nurses working in areas where this program is in use will be informed.

#### ARTICLE 10 – PAID TIME OFF PROGRAM

10.0 Paid Time Off Program – PTO & EIB. All full-time and part-time employees are eligible for paid time off (“PTO”) and Extended Illness Bank (“EIB”) pursuant to this article, and the provisions of the Employer’s policy, “Paid Time Off Program (PTO and EIB)”.

10.1 PTO/EIB Accrual. Full-time and part-time nurses shall accrue PTO and EIB benefits in accordance with the following schedule. Paid Time Off will accrue on all paid hours and low census hours not to exceed 2080 hours each anniversary year of employment. Accrual rates are based on the employee’s date of hire.

Paid Hours Of Service	<u>PAID TIME OFF (PTO)</u>			<u>EXTENDED ILLNESS BANK (EIB)</u>		
	Hourly Accrual	Max Hours Per Year	Max Accrued Hours	Hourly Accrual	Max Hours Per Year	Max Accrued Hours

1 - 3 Years	0.088462	184	384	0.0269	56	824
4 - 9 Years	0.115385	240	464	0.0269	56	824
10 - 15 Years	0.130770	272	544	0.0269	56	824
16+ Years	0.138462	288	576	0.0269	56	824

Effective November 3, 2019, all EIB balances above the 824 hour max will be converted to PTO. If the conversion of EIB to PTO will push the PTO over the current PTO maximum the remaining EIB hours will be paid at 50%.

Accruals cease when the maximum accrual level has been reached, but resume when leave is taken to keep the accrual level below the maximum. Maximum hours per year cease when the maximum accrual hours per year have been reached. Upon, request, a nurse's manager will provide to the nurse a written summary hours accrued from the most recent anniversary date.

[Unused PTO hours may at the employee's request be transferred and credited to the employee's EIB hours balance, so long as the employee maintains forty (40) hours in the PTO balance.]

10.2 PTO/EIB Eligibility & Purpose. PTO and EIB shall begin accruing the first day of employment. However, during the probationary period, a nurse is not eligible to receive compensation from the PTO or EIB account. Upon satisfactory completion of the ninety (90) day probationary period, a nurse shall be eligible to use PTO for vacation and sick time (illness or injury), as well as observed holiday. EIB is to be used for instances of illness and/or short-term disability, as permitted in this Article. Prior to payment for PTO or EIB for illness, injury, or temporary disability which renders the nurse physically unable to perform his/her normal duties, reasonable proof may be required by the Employer, unless prohibited by law. PTO and EIB may be used for children and family in accordance with applicable state statute. No employee will be denied PTO/EIB for sick leave, or counseled or disciplined for sick leave utilization without just cause.

10.2.1 EIB use. Accrued EIB may be paid after the sixteenth hour of absence or an employee's bona fide illness or injury off the job or that of a qualified family member under state law. Additionally:

- a. Immediate access to EIB (without waiting period) is available due to inpatient hospitalization of the employee or the employee's family member (exclusive of Emergency Room visits), the employee's on-the-job injury, chemotherapy treatment, radiation treatment, or outpatient surgery of the employee.
- b. EIB may be accessed for the first day of absence if the employee has been on extended leave, returns, and cannot continue to work within forty-eight (48) hours;
- c. EIB may be used to offset reduced schedule due to illness/injury; and

- d. An employee who will receive time loss compensation under the Employer's Workers' Compensation program may supplement time loss payments by accessing limited accruals, up to the amount of the employee's pay for the hours the employee would have worked had the employee been available to work. The employee may choose to use either PTO or EIB to supplement time loss payments.

10.2.2 Unscheduled PTO/EIB Use Notification. Nurses shall notify the Employer at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above- specified notification requirements may result in loss of paid PTO or EIB for that day. Proven abuse of PTO or EIB may be grounds for discharge.

10.3 PTO for Vacation Use. PTO shall only be utilized at the request of the employee. All PTO for vacation use must be scheduled in advance and be approved by the Unit Director/Manager. The employer shall have the right to schedule this PTO in such a way as will least interfere with patient care and work load requirements of the Medical Center, provided that PTO requests are not unreasonably denied. Nurses shall notify the Unity Director/Manager of their proposed peak summer vacation time by March 1 and winter peak vacation by August 1 of each year. Summer peak vacation times are Memorial Day weekend through Labor Day, and peak winter vacations are the Monday prior to Thanksgiving through January 5. Nurses who give such notice will be notified of their vacation dates by the Unit Director/Manager by April 1 for peak summer vacations and by September 1 for peak winter vacations. Nurses will be notified of all other non-peak vacation dates within one (1) month of submitting a vacation request. In the event of conflicting requests by nurses for vacation time, length of service by department shall prevail one (1) time annually in a calendar year, provided requests are submitted in accordance with the above time frames, with the exception of holiday vacation requests that shall be rotated. Conflicts involving vacation requests submitted after March 1 and August 1 shall be resolved based on the submitted date and nurses submitting these requests will be notified within thirty (30) calendar days after such requests. Nurses shall not be required to find their own replacements for PTO vacation requests made prior to the posting of the schedule.

10.4 Work on Holidays. ~~Nurses assigned to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of time and one-half (1-1/2x) their regular rate of pay for all regular hours worked on the holiday. Time worked in excess of the normal work day on one (1) of the above-designated holidays shall be paid at the double time (2x) rate of pay. Calendar dates to be observed as holidays shall be specified by the Employer. All full-time and part-time nurses who work on the following holidays, New Year's Day, Presidents' Day, Memorial~~

Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay for all hours worked on the holiday for purposes of this section, a holiday will begin at 11:00 p.m. the evening before and will end at 11:00 p.m. the evening of the recognized holiday.

The time period from 3:00 p.m. December 24 to 11:00 p.m. December 25 shall be recognized as Christmas Day. The time period from 3:00 p.m. December 31 to 11:00 p.m. January 1 shall be recognized as the New Year's holiday. Premium pay hours worked on a holiday shall count as time worked in computing overtime hours in the work period.

10.4.1 Holiday Rotation. Holiday work shall be rotated equitably among nurses within the designated work area and shift. Volunteers to work will be sought before holidays are assigned. Trades among staff will not be unreasonably denied. Each department will develop unit specific Holiday rotation guidelines with staff input and management approval provided Management will make reasonable effort to ensure that no nurse is required to work the same holiday two consecutive years. Holiday rotation issues that are unresolved at the unit level should be referred to the appropriate Director, the Human Resources department, and up the chain of command.

10.4.2 Nurses are entitled to one (1) personal holiday per year. Nurses may use this on their birthday to be scheduled off and compensated at their regular rate of pay.

~~10.4.3 Night nurses are to receive holiday pay for the shift where the majority of the hours worked are on the holiday.~~

10.5 Payment Upon Termination. After completion of Probationary period, a nurse shall be paid upon termination of employment for all accrued unused PTO; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required twenty-one (21) days' prior written notice, or to those nurses who are discharged for cause.

Acknowledging emergencies do develop that prevent full compliance with the notice provisions of this section as a result of circumstances beyond a nurse's control, payment of accrued unused PTO will be decided on the facts and circumstances of the individual case. (EIB is not paid out at termination or discharge. Further, upon notice of termination or discharge, an employee's EIB will not be available for use.)

10.5.1 Termination of Benefits. Employees who terminate in good standing will be paid as follows:

- a. Paid Time Off accounts paid at 100% per Article 10.6
- b. EIB accounts paid at:

1-14 years	-	Paid at 0%
15-19 years	-	Paid at 10%
20-24 years	-	Paid at 15%
25+ years	-	Paid at 50%

10.6 Pay Rate. PTO and EIB pay shall be paid at the nurse's regular rate of pay, and may be used in fifteen (15) minute blocks. Neither PTO nor EIB hours count as hours worked in determining eligibility for overtime.

10.7 Cash Out Option. ~~Harrison~~St. Michael Medical Center will allow PTO cash outs in accordance with IRS regulations. An eligible employee may elect to cash out up to fifty percent (50%) of his or her PTO accrual (up to one hundred twenty (120) hours).

Employee electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during the November Annual Open Enrollment timeframe each year prior to accruing the time off in the following year.

For example, during November an employee may make an irrevocable election to cash out up to no more than fifty percent (50%) of the PTO hours they will accrue in the next calendar year, not to exceed ninety two (92) hours. Note: Employees accruing PTO at the one hundred-eight four (184) hour tier level may elect to cash out up to ninety two (92) hours of PTO in the following year. Employees may elect to receive their cash out in one of the following two ways:

1. 100% of election amount paid by December 31 (not to exceed 120 hours or 92 hours for those accruals at the 184 tier level)
2. 50% of election amount paid by July 31 (not to exceed 60 hours) and the remaining 50% paid by December 31 (not to exceed a total of 120 hours or 92 hours for those accruals at the 184 tier level). Employees who elect PTO cash out will accrue their elected PTO cash out hours in a separate accrual balance which will be visible on the pay stub. Employees will only have access to these accrued hours for purposes of elected cash out.

Employees who elect a pay out twice per year and who have not accrued fifty percent (50%) of their election by July will receive the amount they have earned towards their election and the remaining hours will be paid at the time of their December pay out. Employees who experience a reduction in their overall PTO accrual (i.e. change in hours worked, etc.) or who stop accruing PTO due to a leave of absence or reaching the annual maximums for example may not reach their full cash out election amount and as such will only be paid what they have accrued toward the cash out election at the time of the payout.

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

Employees terminating employment with ~~Harrison~~St. Michael Medical Center shall not be subject to the limitations above and shall be paid at one hundred percent (100%) in accordance with Article 10.6 of the Collective Bargaining Agreement.

10.8 Workers' Compensation Insurance. In any case in which a nurse shall be entitled to benefits or payments under the Workers' Compensation Act or similar legislation, the Employer will be required to provide compensation as set forth by the State Law.

10.9 Donation of PTO Hours. Employees may donate up to forty (40) hours of accrued unused PTO time per calendar year to another employee of the Medical Center, in accordance with Medical Center policy.

#### ARTICLE 11 – MEDICAL AND INSURANCE BENEFITS

11.1 Medical Insurance. The Medical Centers benefit program provides medical, dental, and vision coverage. All employees who have an assigned FTE of thirty-two (32) hours or more per pay period are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of continuous employment. For those employees who have an assigned FTE of at least forty-eight (48) hours per pay period, the Employer will provide a medical and dental option that pays the employee premium and fifty percent (50%) of the cost of dependent coverage. All employees who have an assigned FTE of thirty-two (32) to forty-seven (47) hours per pay period will be able to participate in benefits as defined in the Employer's benefit program, which will provide a medical and dental option that pays fifty percent (50%) of the cost of employee-only coverage and fifty percent (50%) of the corresponding dependent premium.

11.2 Pre-Tax Basis. All premiums in excess of those covered in 11.1 above shall be borne by the individual nurse on a pre-tax basis. Deductions for each pay period shall be equal. Such procedure shall apply to all payroll deductions for health insurance regardless of the plan in which the nurse is participating.

11.3 Other Benefits. The Medical Center shall continue to provide the life, AD&D and long-term-disability benefits in effect at the execution of this Agreement for all eligible participating nurses.

11.4 Discount Policy. The Medical Center shall continue the discount policy in effect at the execution of this Agreement.

11.5 Retirement Plan. The Medical Center will provide a retirement plan for all eligible regular nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan.

11.6 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will, upon request, review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least forty-five (45) days prior to the intended implementation date.

11.7 Unemployment Compensation. The Employer will provide unemployment compensation insurance in accordance with the laws of the State of Washington.

11.8 Insurance Committee. HarrisonSt. Michael Medical Center (“HarrisonSt. Michael”) and the UFCW Local 243000 (“Union”), agree that HarrisonSt. Michael will, during 2019, reconvene its Insurance Committee with participation from HarrisonSt. Michael and the UFCW and other unions representing HarrisonSt. Michael staff to meet quarterly, if requested by the Union, for the purpose of discussing and reviewing the HarrisonSt. Michael Insurance Program in an advisory fashion for 2020, 2021 and subsequent years. These conversations shall include recommendations to improve the healthcare plans, discussion on health fairs as well as healthcare education seminars on how to best purchase and utilize health benefits to ensure good health for HarrisonSt. Michael Employees.

## ARTICLE 12 – LEAVE OF ABSENCE

12.1 Leave of Absence. All leave are to be requested from the Employer in writing as far in advance as possible, stating the amount of time requested. A written reply to grant or deny the request shall be given by the Employer. If approved, a leave of absence shall commence on the first day of absence from work.

12.2 Health Leave. Upon completion of the probationary period, a leave of absence may be granted for health reason upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. If the nurse’s absence from work for health reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status.

Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified, in accordance with Section 6.6, Job Openings.

The nurse may use previously accrued EIB and PTO thereafter to the extent accrued. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse’s capability to perform the work required of the position. A health leave will run concurrently with any other leave of absence for which the employee may be eligible, including a leave granted under the Family and Medical Leave Act.

12.2.1 For an on-the-job injury, a health leave will be granted for up to six (6) months from the date of injury with an extension up to nine (9) months from the date of injury inclusive of any modified work assignments, if need. If the nurse’s absence from his/her



regular work assignment for the on-the-job injury does not exceed six (6) months, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter, during the term of the leave of absence, the nurse shall be offered the first available opening for which the nurse is qualified, in accordance with Section 6.6, Job Openings. If needed, the nurse will return to work on a Temporary Modified Work Program.

12.3 Jury Duty. All full-time and part-time nurses who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding shall be compensated by the Employer. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time. Nurses will have at least twelve (12) hours off prior to any judicial proceedings.

12.4 Military Leave. Leave for a nurse (or spouse in a deployment situation) shall be granted as required by Federal and State laws and regulation.

12.5 Leave with Pay. Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

12.6 Personal Leave Without Pay. Leave without pay for personal reasons for a period of sixty (60) days or less within an anniversary year shall not alter a nurse's anniversary date of employment or the amount of PTO pay or EIB which could otherwise be earned by the nurse. Leave without pay for a period in excess of sixty (60) days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Employer.

12.7 Return From Leave. Except as specified in health leave and maternity leave, nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified.

12.8 Professional/Education Leave. Nurses may be allowed up to forty-eight (48) hours of paid professional/education leave per year; provided, however, such leave shall be subject to good faith budgetary considerations, scheduling requirements of the Employer and prior approval by the appropriate administrator of the subject matter to be studied. Management will make a good faith effort to respond in writing to all written requests of Professional/education leave within fourteen (14) calendar days. All written requests, approved or denied will be tracked and sent to the Nurse Conference Committee quarterly.

12.8.1 After one (1) year of continuous employment, Nurses may apply for an unpaid leave of absence of up to twelve (12) months for job-related study approved by the employer. Requests and approval shall be made in writing with the Manager and Human Resources.

12.9 Union Leave. A Nurse may be granted, at the Employer's discretion, an unpaid leave of absence for up to twelve (12) months to assume a position with the Union. Seniority and other accruals will be frozen for the Nurse while on such leave. For leave granted up to twelve (12) weeks, the Nurse shall be entitled to return to the Nurse's former position at the end of the approved leave period. For leave granted greater than twelve (12) weeks, but no longer than twelve (12) months, the Nurse shall only be entitled, at the end of the approved leave period, to placement in the first available opening for a position that the Nurse is qualified for pursuant to Section 6.6, Job Openings.

### ARTICLE 13 – FAMILY LEAVE AND CARE

13.1 Maternity Leave/Pregnancy Disability Leave. Upon completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for maternity/pregnancy disability purposes, without loss of benefits accrued to the date such leave commences. The nurse shall use previously accrued EIB during the period of disability. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

13.2 Family Leave/Parental Leave. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the nurse for a period of up to six (6) months following the birth of a natural child, adopted child or to care for a terminally ill child or spouse without loss of benefits accrued to the date such leave commences. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of parental leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the first day of the thirteenth week. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening for which the nurse is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law.

13.2.1 Leave Combined. A nurse may guarantee her position (same unit, shift, and FTE status) for a period of up to twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

13.3 Bereavement Leave. Leave with pay up to forty (40) hours may be allowed for death in the immediate family. ~~Bereavement time off with pay may be split but must be utilized in no more than two increments with ninety (90) days of death. Such leave must normally be taken within a seven (7) calendar day period, and within one (1) month of the immediate family member's death (exceptions may be made on a case-by-case basis).~~ Immediate family shall be defined as grandparent, grandchild, spouse, parent, child, sibling, step parent, step-sibling, stepchild, step grandparents, parent-in-law, brother/sister-in-law, significant other, and daughter/son-in-law. If travel requirements exceed five hundred

(500) miles, PTO may be used to extend the leave at the discretion of the manager and based on the needs of the unit. Such requests for extension will not be unreasonably denied.

13.4 Family and Medical Leave Act. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. An employee must submit written documentation annually for continuing intermittent leaves eligible under FMLA.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993, State law or this Collective bargaining Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the Federal law and shall not be more broadly construed. The employee may be required to use any accrued paid leave time for with the employee is eligible during the leave of absence consistent with Medical Center policy. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

#### ARTICLE 14 – COMMITTEES

14.1 Nurse Practice. The purpose of this committee is to facilitate the achievement of the mutual goal of quality patient care by actively promoting high standards of nursing practice. Both parties agree that they share the common goal of providing quality patient care. To this end, the Medical Center agrees to recognize the rights and responsibilities of the registered nurse within the scope of the Washington State Nursing Practice Act, the Rules and regulations of the Board of Nursing and Standards of Nursing Service as developed by the Joint Commission. This Committee shall be advisory in nature. Matters subject to collective bargaining or the administration of this Agreement will be brought to Conference Committee or the Union Representative for further discussion.

The Medical Center recognizes the responsibility of the Nurse Practice Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the Nurse Practice Committee of any action taken. Responses to specific Nurse Practice Committee suggestions or recommendations shall be given in writing. Such responses shall be made in a timely fashion.

14.1.1 Function. The intended subject matter of the Nurse Practice Committee shall be:

- a. To consider constructively the professional practice of nurses and nursing assistants;

- b. To work constructively for the improvement of patient care and nursing practice;
- c. To recommend to the facility ways and means to improve patient care and safety;
- d. To consider constructively the improvement of safety and health conditions which may be hazardous;
- e. To foster communications between and among staff nurses, administration, and other health care workers;
- f. To improve and/or increase job satisfactions; and
- g. Review OSHA/WISHA Guidelines.

14.1.2 Membership. The practice committee will consist of staff nurse representation from each unit. Unit Directors/Managers will be selected by the Employer.

14.2 Conference Committee. The employer, jointly with the elected representatives of the nurses, shall establish a Conference Committee to foster improved communications between the Employer and the nursing staff, to discuss matters of nursing care and difficulties that may arise over this Agreement. The primary function of the committee shall be limited to an advisory rather than a decision-making capacity; however, by mutual agreement of both parties, existing provisions of this contract may be modified to implement solutions and resolutions. The committee shall be established on a permanent basis and shall consist of six (6) representatives of the Employer and six (6) representatives of the nurses, including the Union Representative.

The Employer and the Union recognize that positive dialogue in the Conference Committee occurs on important subjects of mutual interest. While not inclusive the following are some of the agenda subjects that the Conference Committee will discuss:

- |                          |  |  |
|--------------------------|--|--|
| 1. Attendance/sick calls | 4. <del>Transition to Silverdale</del> | 7. <del>Units/Clinical Areas</del>     |
| 2. Clinical Ladders      | 45. BSN Recognition                    | 68. Safety                             |
| 3. Bulletin Boards       | 56. Wellness Participation             | 79. Certifications                     |
|                          |  | 8. <u>Professional/Education Leave</u> |

Any agreements that may be reached in Conference Committee will be summarized and signed by the parties.

14.3 Safety Committee. This bargaining unit shall be provided representation on the Medical Center-wide Safety Committee. Minutes from the meetings will be provided to Conference Committee. The Employer shall continue its Safety Committee in accordance with existing regulatory requirements (WAC 296-800-13020). The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer of

education and preventive health measures for the workplace and its employees. Updates regarding public health emergencies and disaster response will be presented.

14.4 Staffing Committee. The purpose of this Committee is to: protect patients, support greater retention of registered nurses, and promote evidence-based nurse staffing by establishing a mechanism whereby direct care nurses and hospital management can participate in a joint process regarding decisions about nurse staffing, consistent with RCW 70.41.420. Any changes in acuity systems in any unit will be discussed with the Staffing Committee prior to implementation of changes.

~~14.4.1 Membership. At least one-half of the members of the nurse staffing committee shall be registered nurses currently providing direct patient care, as selected by the union. Up to one-half of the members shall be determined by the hospital administration. A union representative may attend the meeting. The staffing committee will consist of at least ten (10) members. Registered Nurses, as selected by peers currently providing direct patient care will represent at least one half of the total committee membership, consistent with the RCW. Each nursing department will have the opportunity to provide advice to the Nurse Staffing Committee.~~

14.5 General Understandings for Committees:

14.5.1 Frequency. Committees shall schedule regular monthly meetings. More frequent meetings may be scheduled as determined by the Committee.

14.5.2 Agenda and Minutes. Committees shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Chief Nurse and distributed to each nursing unit and the Union Representative.

14.5.3 Compensation. Nurses shall be compensated at their regular rate of pay for all time spent on Employer established and Contractual committees when they are members of the committee and attend committee meetings.

~~14.5.4 Leadership: The President of the Medical Center shall attend the staffing and safety committee at least once every twelve (12) months.~~

~~14.5.5 Canceled Meetings: Prior to cancelation of a meeting the co-chairs will discuss and come to a consensus. The President or Chief Nursing Officer (CNO) of the Medical Center may cancel any meeting due to operational need.~~

#### ARTICLE 15 – SAFETY (amend subsequent article numbers)

~~15.1 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 nurses will comply with all health and safety policies and procedures of the Medical Center. Concerns regarding personal and department safety shall be brought forward to the Safety Committee. If the nurse does not feel comfortable submitting their concern to the Committee they may submit their concern to HR, or up the chain of command. Urgent safety concerns that require immediate action should be reported directly to the nurse's immediate supervisor and should follow the medical center's chain of command. At any time the nurse may report a concern to the Safety Hotline. The nurse that placed the call will be contacted by phone or memo to close out the issue if the nurse provided sufficient information. The Safety Hotline number will be posted on the intranet and on the nursing unit.

15.1.1 Personal Protective Equipment. Personal protective equipment will be provided and readily available in accordance with OSHA and WISHA guidelines. Ongoing observance of these guidelines will be reviewed by the Nurse Practice Committee. (From Article 14.8).

15.1.2 The Employer will provide nurses with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. Matters arising that relate to the physical work environment, employee safety training or employee safety equipment should be presented to the charge nurse or supervisor immediately. The issue may be addressed at the next safety huddle. The nurse may also take steps to have the issue presented to the Safety Committee.

15.2 Health Tests. The Hospital shall arrange opportunities for required work related health screenings and immunizations, to be provided at no cost to the nurse.

15.3 Public Health Emergency. In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the Medical Center, the Medical Center and the union, upon request, will meet to discuss safety measures.

15.3.1 Communicable Diseases: In the case of a suspected outbreak of a communicable disease, and when the Employer requires testing for such communicable disease, the Employer shall offer such tests for bargaining unit employees at no cost to the employees and provide testing results as soon as practicable.

15.3.2 To ensure the safest possible work environment, the Medical Center shall maintain and periodically review an Infection Control Prevention Plan in accordance with State and/or Federal Law. A nurse member may participate in the review and updating of the Infection Control Prevention Plan by participating in the Infection Prevention Committee. Copies of the Infection Control Prevention Plan shall be available to the Union upon request.

15.3.3 Pay during hospital mandated quarantine. An employee who believes they are unfairly denied paid administrative leave during hospital-mandated quarantine, may seek assistance through the HR Department to facilitate communication with the Employee Health Department to obtain clarification and reconsideration, as applicable.

## ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following procedure. In order to be subject to the following procedure, a grievance shall be submitted at the first applicable step within thirty (30) calendar days from when a nurse, nurses or the Union is aware or should have been aware that a grievance exists.

### Informal Process.

It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a nurse(s) has a grievance, she/he shall identify it as a grievance and first discuss it with her or his Unit Director/Manager.

### Step 1. Unit Director/Manager and Human Resources

If the matter is not resolved informally between the nurse and Unit Director/Manager, the Union, within thirty (30) calendar days from when the nurse(s) was aware or should have been aware a grievance existed, may file a formal grievance in writing. The written grievance will include a brief statement describing the grievance, the provisions of the Collective Bargaining Agreement alleged to have been violated, and remedy desired. A Step 1 meeting between the Unit Director/Manager (with a Human Resources Representative) and the nurse (with Steward and/or Union Representative) to review the grievance together in detail shall be scheduled at a mutually agreeable time within fourteen (14) days. The nurse(s) and Unit Director/Manager shall make a good faith effort to resolve the grievance informally in this Step 1 meeting.

### Step 2. Chief Nurse and Director of Human Resources.

If the matter is not resolved at Step 1, within (14) calendar days of the Step 1 meeting, the grievance may be advanced to Step 2 and presented to the Chief Nurse (and a copy of the written grievance will be directed to the Director of Human Resources). The Chief Nurse and Director of Human Resources (or designees), the grievant(s), the Steward and the Union Representative shall meet and confer in an attempt to resolve the grievance within fourteen (14) calendar days, or mutually agreeable time

from receipt of the written grievance. The Chief Nurse or Director of Human Resources (or designees) shall issue a written reply to the grievant, with a copy to the Union and the Steward within fourteen (14) calendar days of the meeting.

Step 3.            Medical Center President.

If the matter is not resolved at Step 2, the grievance may be advanced to Step 3 and presented to the Medical Center President or designee (and a copy of the written grievance will be directed to the Director of Human Resources) within fourteen (14) calendar days of the Step 2 response. The Medical Center President (or designee), the grievant and/or the Steward, and the Union Representative shall meet and confer in an attempt to resolve the grievance within fourteen (14) calendar days, or a mutually agreeable time from receipt of the written grievance. The Medical Center will render a written decision to the Union within fourteen (14) calendar days of the receipt of the appeal.

Step 4.            Mediation (optional).

Within fourteen (14) calendar days, the parties may mutually agree to submit a dispute to mediation. Costs of mediation, if any, shall be equally borne by the parties. The mediation process may be terminated through written notice to the other party at any time.

Step 5.            Arbitration.

If the grievance is not settled on the basis of foregoing procedures, the Union may submit the issue in writing for arbitration within fourteen (14) calendar days following the final Step 3 decision (or if mediation was evoked, within fourteen (14) calendar days from the written date of termination of the mediation process). Within fourteen (14) calendar days of notification that the dispute is submitted for arbitration, the Medical Center and the Union shall attempt to agree on an arbitrator. If the Medical Center and Union fail to agree on an arbitrator, a list of eleven (11) arbitrators from Washington and Oregon shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator shall conduct the arbitration in accordance with the voluntary rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on all parties.



The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witness called by the other party.

15.2 Time Limits. Time limits set forth in the grievance procedure may be extended by mutual agreement of the Union and the Medial Center, and shall be confirmed in writing by the parties.

15.3 Miscellaneous Conditions.

- a. This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of the Agreement shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Agreement shall be null and void, and shall not be subject to this grievance procedure.
- b. No Reprisals. No reprisals of any kind will be taken by the Medial Center against any nurse or nurses because of her/his participation in the grievance process.
- c. Cooperation of Medical Center. The Medical Center will cooperate with the Union in its investigation of any grievance; further, it will furnish the Union relevant information requested for the purpose of processing any grievance, within fourteen (14) calendar days.
- d. Release Time. Should the investigation or processing of any grievance require that a nurse(s) or a local bargaining unit representative be released from her/his regular assignment, upon request of the Union, she/he shall be released without pay or benefits.
- e. Documents and Records. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file(s) of the participant(s).
- f. Access. The Medical Center shall be permit an employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file.

## ARTICLE 16 – GENERAL PROVISIONS

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

16.2 Changes in Writing. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

16.3 Past Practices. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

16.4 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of the collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

16.5 Management Responsibilities. The management of the Medical Center and the direction of the work force are vested exclusively with the Employer, subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

## ARTICLE 17 – NO STRIKE/NO LOCKOUT

The parties to this Agreement realize that the Medical Center provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, (a) Lockout: the Employer shall

not lock out its nurses and (b) Strike Actions: neither the nurses nor their agents or any other representatives shall, directly, or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, strike picketing, walkout, slowdown or any other interference with the operations of the Employer, including any refusal to cross any labor organization's picket line. Any nurse participating in any strike, sympathy strike, strike picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

This provision (b) shall not prevent the nurses or their representatives from engaging in any other lawful concerted activities that shall do not constitute strike activities, as indicated above. This provision (b) shall also not apply to or restrict nurses' activities on behalf of the bargaining units of the Employer while on non-work time. This Article only applies to the Union's actions on behalf of nurses covered under this Agreement.

ARTICLE 18 – DURATION AND TERMINATION

This Agreement shall be effective upon ratification, and shall continue in full force and effect to and including the last day of April 30, ~~2025~~ ~~2022~~, and shall continue in effect from year to year thereafter unless terminated by written notice served by either party ninety (90) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_.

~~HARRISON~~ ST. MICHAEL MEDICAL CENTER

UFCW LOCAL ~~21~~ 3000

\_\_\_\_\_  
Sharon Royne  
Sr Vice President, Human Resources

\_\_\_\_\_  
~~Mike Hines~~ David Barnes, Negotiator

\_\_\_\_\_  
Marie LaMarche  
Division Director of Labor Relations

\_\_\_\_\_  
~~Todd Crosby~~ Faye Guenther, President



~~HARRISON~~ST. MICHAEL MEDICAL CENTER  
ADDENDUM A  
TWELVE (12) HOUR WORK SCHEDULE

1. Definitions

Full-time employees will be scheduled one hundred fifty-six (156) hours within a twenty-eight (28) day period.

2. Hours of Work and Overtime

- a. The normal work day shall consist of twelve (12) hours' work to be completed within twelve and one-half (12-1/2) consecutive hours.
- b. The normal work period will consist of forty (40) hours within a seven (7) day work period.
- c. Overtime shall be compensated for at a rate of one and one-half (1-1/2) times the regular rate of pay for all time worked beyond or prior to the normal work day [twelve (12) hours] or beyond or prior to the normal work period [forty (40) hours within a seven (7) day period].
- d. Employees shall receive an unpaid meal period of thirty (30) minutes and shall be allowed three (3) paid fifteen (15) minute breaks during each twelve (12) hour shift.
- e. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be a time and one-half (1-1/2). This section shall not apply to standby and callback assignments.
- f. Twelve (12) Hour Shift nurses who work sixteen (16) or more consecutive hours shall receive double time (2x) compensation beginning with the thirteenth hour. In such instances, the payment for working in advance of shift shall not be applicable.

3. Shift Differential

Shift differential pay will be paid according to Section 9.1. If the shift premium hours are equal, the premium hours shall be similarly split. Otherwise, premium pay for the entire shift shall be at the rate which reflects the majority of premium hours worked on the shift.

ADDENDUM A  
TWELVE (12) HOUR WORK SCHEDULE

4. Holidays

A twelve (12) hour nurse who works a traditional holiday (New Year's Day-January 1, President's Day, Memorial Day, Independence Day-July 4, Thanksgiving Day and Christmas Day-December 25) will be paid at time and one-half (1-1/2x) for the shift where the majority of the hours worked are on the holiday. Hours worked in excess of twelve (12) hours on the above holidays shall be paid at double time (2x).

5. Leaves of Absence

A twelve (12) hour shift nurse will be compensated for approved paid educational leave on an eight (8) hour day straight-time basis for each approved day [twenty-four (24) hours] off. Paid education leave may be allowed up to forty-eight (48) hours each year.

A twelve (12) hour shift nurse will be compensated for leave up to forty (40) hours in the event of death in the nurse's immediate family.

A full-time or part-time twelve (12) hour shift nurse who is required to serve on jury/witness duty shall be compensated for the difference between their jury/witness duty pay and the regular rate of pay for each scheduled work day on duty, with a maximum of forty (40) hours per seven (7) day period. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time. Nurses will have at least twelve (12) hours off prior to any judicial proceedings.

6. Revision of Schedule

The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the twelve (12) hour shift schedule, after at least thirty (30) days' advance notice to the nurse(s).

7. Employees Unable to Continue the Twelve (12) Hour Shift Schedule

Nurses unable to continue the twelve (12) hour work schedule should notify the supervisor as soon in advance as possible. If the nurse's work performance has been satisfactory, the nurse may apply for consideration for another position in the Medical Center for which the nurse is qualified. Every effort will be made to assist the nurse to secure an available position.

ADDENDUM A  
TWELVE (12) HOUR WORK SCHEDULE

8. Low Census or Activity

When a twelve (12) hour shift nurse is floated to an eight (8) hour unit, the nurse shall have the option of working an eight (8) hour day (CEDO for the balance of the shift), unless the nurse is recalled to the twelve (12) hour unit. Twelve (12) Hour Work Schedule Addendum.

If advance notice is given, a nurse may be rescheduled to begin the shift at a later time. Example: A twelve (12) hour night shift nurse is scheduled to begin the shift at 7:00p.m. The Medical Center notifies the nurse that the nurse is not needed, due to low census, until 11:00p.m. The nurse takes CEDO time for the time between 7:00p.m. and 11:00p.m.; this CEDO time is unpaid. The employee is rescheduled to begin the shift at 11:00pm.

Full-time and part-time nurses who are scheduled to work but are released from duty due to low census shall continue to accrue benefits and hours toward longevity increments based upon the nurses' scheduled hours of work.

9. Weekends

The weekend shall be defined as all hours between 6:00p.m. on Friday and 7:30p.m. on Sunday.

10. Employees Who Float Into the Department When Additional Staff is Needed

Nurses assigned to eight (8) hour units will maintain an eight (8) hour shift work day when floated into a twelve (12) hour unit. A nurse floating into the unit shall be exempted from low census rotation in that unit.

11. General Provisions:

- a. Except as specifically provide in this Twelve (12) Hour Work Schedule Addendum, all provisions of the Agreement shall be applicable.
- b. It is understood that this Addendum is in full conformance of Section 7.3 of the Agreement.

HARRISONST. MICHAEL MEDICAL CENTER  
ADDENDUM B  
TEN (10) HOUR WORK SCHEDULE

It is understood the following terms and conditions apply to the above-referenced nurses:

1. General. Nurses working the (10) hour shift schedule shall do so voluntarily, unless it is a condition of initial hire.
2. Work Day. The normal work day shall consist of ten (10) hours of work plus one (1) unpaid meal of thirty (30) minutes and two (2) paid breaks of fifteen (15) minutes each.
3. Overtime. Ten (10) hour nurses receive overtime compensation for all hours actually worked in excess of ten (10) hours in one (1) day and/or in excess of forty (40) hours in a seven (7) day period. Overtime shall be paid at time and one-half (1-1/2x) the normal straight-time rate of pay.
4. Shift Differential. Shift differential pay will be paid according to Section 9.1. If the shift premium hours are equal, the premium hours shall be similarly split. Otherwise, premium pay for the entire shift shall be at the rate which reflects the majority of premium hours worked on the shift.
5. PTO. All Provisions of Article 10 of the Agreement shall apply to ten (10) hour staff except that PTO taken should be in ten (10) hour increments.
6. EIB. EIB shall accrue on a pro rata basis for ten (10) hour nurses up to a maximum of forty-eight (48) hours per calendar year [@4.67 hours in each calendar month], up to a maximum of eight hundred twenty four (824) hours. Accrued EIB must be utilized up to ten (10) hours per shift.
7. Notification. Ten (10) hour shift nurses unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with at least thirty (30) days' notice to the Medical Center. If the nurse's work performance has been satisfactory, the nurse may apply for consideration for another position in the Medical Center for which the nurse is qualified. Even effort will be made to assist the nurse to secure an available position.
8. Change in Schedule. The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the ten (10) hour shift schedule, after at least thirty (30) days' advance notice to the nurses.



ADDENDUM B  
TEN (10) HOUR WORK SCHEDULE

9. Floating. It is understood that ten (10) hour nurses remain ten (10) hour nurses and are therefore covered by this Addendum even if floated to an eight (8) hour unit.
10. Double Time (2x). Ten (10) hour shift nurses working sixteen (16) or more consecutive hours shall receive double time (2x) beginning with the eleventh hour.
11. Education Leave. A ten (10) hour shift nurse will be compensated for approved paid educational leave on an eight (8) hour day straight-time basis for each approved day [twenty-four (24) hours] off. Paid education leave may be allowed up to forty-eight (48) hours each year.
12. Jury Duty. A full-time or part-time ten (10) hour shift nurse who is required to serve on jury/witness duty shall be compensated for the difference between their jury/witness duty pay and the regular rate of pay for each scheduled work day on duty, with a maximum for forty (40) hours per seven (7) day period. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time. Nurses will have at least ten (10) hours off prior to any judicial proceedings.
13. General Provisions. Except as specifically provided in this Ten (10) Hour Work Schedule Addendum, all provisions of the Agreement shall be applicable.

It is understood that this Addendum is in full conformance of Section 7.3 of the Agreement.

HARRISONST. MICHAEL MEDICAL CENTER  
ADDENDUM C  
SEXUAL ASSULT NURSES EXAMINER PROGRAM

HarrisonSt. Michael Medical Center and UFCW, Local ~~21~~3000 are committed to providing a Sexual Assault Nurses Examiner (S.A.N.E) Program for Kitsap County. This program uses specially trained registered nurses, nurse practitioners, and physicians to perform the forensic medical examinations of victims of sexual assault. This program has been found to provide a consistently supportive and efficient response to victims during their care which increases victim reporting and successful conviction rates for perpetrators.

1. HarrisonSt. Michael will provide specialized training for nurses selected to participate in program.
2. Pager standby will be paid at standard Agreement rates.
3. For the first ten (10) exams, when a nurse performs an exam, the nurse will receive a flat fee of two hundred fifty dollars (\$250) per exam, to include travel.
4. After ten (10) exams, with a minimum standby availability of forty-eight (48) hours per month, a nurse will receive a flat fee of four hundred dollars (\$400) per exam, to include travel.
5. Compensation for testimony or documentation review will be payable by the Prosecuting Attorney's Office, according to the most recent agreement.

I agree to provide medical examinations for HarrisonSt. Michael Medical Center under the terms outlined above as specified in the attached job description. I agree that I will give the Medical Center no less than thirty (30) days' notice if I choose to voluntarily leave the program.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_.

Employee Signature: \_\_\_\_\_

HARRISOIN MEDICAL CENTER  
ADDENDUM D  
NO PYRAMIDING/DUPLICATION

Examples of Pyramiding/Duplication

Pursuant to Article 7.4, the following rules and guidelines shall apply in the administration of that Agreement language.

1. Instances Involving Same Actual Hours. In instances where either overtime or premium pay at time and one-half (1-1/2x) and double time (2x) apply to the same hours, the double time (2x) rate shall be utilized (Section 7.4.1, Section 10.5, Twelve (12) Hour Work Schedule Addendum, 2.f).
2. Instances Not Involving Same Actual Hours. In instances not involving the same actual hours but where pyramiding and/or duplication exists, the following standards shall be utilized:
  - a. Weekend Premium Pay (Section 9.4). Hours paid for beyond the normal full-time work day (i.e., daily overtime) or hours paid for at the time and one-half (1-1/2x) premium shall not count in computing hours worked beyond the normal full-time work period (i.e., weekly overtime).
  - b. Time Off Between Shifts (Section 7.7). Hours paid for at this premium which occur before a regularly-scheduled shift shall not count in computing hours worked beyond the normal full-time work period (i.e., weekly overtime). Hours paid for at this premium during the nurse's regularly-scheduled shift shall count in computing hours worked beyond the normal full-time work week (i.e., weekly overtime).
  - c. Double Shift (Section 7.4.1, Twelve Hour (12) Work Addendum, 2.f). Six Consecutive Days (Article 7.11), Call Back Pay (Article 9.3) and Work in Advance of Shift (Article 9.5); hours paid for under these premiums shall not count as time worked in computing hours beyond the normal full-time work period (i.e., weekly overtime).
  - d. Work on Holiday (Section 10.5). Hours paid for under this premium during the normal work day shall count as time worked in computing hours beyond the normal full-time work period (i.e., weekly overtime). Hours paid for under this premium in excess of the normal work day shall not count as time worked in computing hours beyond the normal full-time work period (i.e., weekly overtime).

HARRISONST. MICHAEL MEDICAL CENTER  
ADDENDUM E  
JOB SHARING GUIDELINES

Posting. Job share opportunities must be posted. The position will be posed based on the full FEW with indication that HarrisonSt. Michael will accept proposed job shares. If a senior nurse who is eligible for transfer, however, bids for the entire FTE the position will be awarded to the senior nurse. As in other positions, assuming skills and abilities are equal, seniority will be the determining factor.

Benefits. Nurses in a job share situation will be eligible for benefits based on the portion of the total FTE to which he/she has committed. For example, a .9 job share is posed. Nurse 1 is awarded .5 and nurse 2 is awarded .4 of the FTE. Nurse 1 is eligible for benefits based on twenty (20) hours per week; Nurse 2 is eligible for benefits based on sixteen (16) hours per week [PTO/EIB or fifteen percent (15%) in lieu of]. Neither Nurse 1 nor Nurse 2 would be eligible for benefits normally provided to a Nurse working a .9 FTE.

Resignations. If one (1) Nurse involved in a job share resigns or is otherwise removed from his/her position, the remaining Nurse is responsible for covering the total FTE until a replacement is found. If management is not able to find a replacement in a reasonable amount of time for a job share, management has the option to re-post the entire FTE, or require the remaining Nurse to commit to the entire FTE. The remaining nurse will have first consideration for filling the full FTE once the position is posted.

PTO Sick Calls/Vacation. Job share partners are not responsible for covering his/her partner's sick call. Normal replacement procedures for sick calls will be followed. Job share partners are not expected to cover each other for scheduled vacations. Vacation requests and coverage will be handled in the same manner as any vacation request in the department.

Holiday Rotations. Job share partners will commit to agree among the partners as to how holidays will be covered. Should the partners not agree, management will assign holidays in accordance with the normal department rotation of holidays by individual. Holiday rotation is based on the FTE and not the number of individuals filling the FTE.

Weekend Work. Job share partners will come to agreement among the partners as to how weekend coverage will be allocated. Should the partners not agree, management will assign the position's weekends on a rotating basis between the partners. Weekend rotation is based on the FTE and not the number of individuals filling the FTE.

ADDENDUM E  
JOB SHARING GUIDELINES

OT and Float, Low Census. OT/float and low census will be rotated by individual, not by the portion of the job share FTE, in accordance with the normal department rotations.

Layoff. A job share is considered one (1) position, any bumping due to lay off will be based on the entire FTE, not on the portion of the FTE held by either partner. The individuals sharing the FTE will be eligible to bump as per the portion of the FTE he or she holds and his/her seniority, and in accordance with the current bargaining unit agreement.

Should the partners not be able to come to consensus as to any aspect of the work schedules not outlined herein, management and the bargaining unit representative will meet to resolve the issue.

HARRISONST. MICHAEL MEDICAL CENER  
ADDENDUM F  
UNITS GROUPINGS

“Clinical areas” used by HarrisonSt. Michael are shown below by individual Departments or Groups by specialty and subject, as appropriate for use under the HarrisonSt. Michael Medical Center-UFCW Local 213000 Collective Bargaining Agreement:

1. For Purposes of job openings and low census these groupings will be considered a single unit.

- ~~a) Pre-Op/PACU—Silverdale~~
- ~~b)a) Cardiovascular Pre and Post~~
- ~~e)b) Nursing Float and SWAT team~~
- ~~d)c) Bremerton>Main Pre-Op, PACU, and Same Day Surgery~~

Unless listed above, all other units are considered individual units.

2. Groups – For Low Census and Floating Purposes:  
~~Silverdale~~ Nursing – The entire Clinical area includes:

- a) Postpartum —~~Silverdale~~
- b) Nursery —~~Silverdale~~
- c) Labor, Delivery, & Recovery
- d) OB Triage

3. Groups – For Layoff and Job Opening Purposes:  
~~Silverdale~~ Nursing – Each group listed below is a separate “clinical area”.

- a) Postpartum —~~Silverdale~~
- b) Nursery —~~Silverdale~~
- c) Labor, Delivery, & Recovery
- d) OB Triage

4. For purposes of Layoff, Job Openings and Floating these groupings will be considered a single unit:

1. Bremerton and Silverdale Emergency Departments

Letter of Understanding

By and Between

~~Harrison~~St. Michael Medical Center

And

UFCW – Local ~~21~~3000

It is understood that ~~Harrison~~St. Michael Medical Center will be initiating planning for the future move of inpatient services to the Silverdale campus and the repurposing of the Bremerton Campus. The employer agrees to include direct patient care Registered Nurses in an advisory role through multiple avenues; for example: Shared Governance, Unit Councils, Building Planning Meetings, Workflow Design and Evaluation Meetings.

Representative will bring unit concerns forward to these meetings. Minutes from these meetings will be shared with the Union Representative. Updates, concerns and issues will be discussed in Conference Committee as part of the regular agenda.

## MEMORANDUM OF UNDERSTANDING

1. Staffing. HarrisonSt. Michael Medical Center is responsible for the development and implementation of all staffing plans for nursing. The general staffing plan is reviewed and modified as necessary, at least annually in accordance with the Medical Center process. The content of all staffing plans is not subject to the grievance procedure. The Medical Center will endeavor to staff in such a way to promote patient and nurse safety, which includes staffing at levels that allow for adequate rest and meal breaks. Each unit/work area of the Medical Center will seek staff nurse input into the development and modification of their staffing plans through the Unit Councils. Such plans on each unit consider items including: Patient acuity, patient activity (admissions, discharges and transfers), total patient days, daily census patterns/unit census volume, and optimal number of support personnel. The acuity levels process will be addressed at the Nurse Staffing Committee. Day to day adjustments to the staffing plans are made based on the professional judgement of appropriate nursing personnel including the charge nurse and take into consideration the items listed above as they relate to current patient care needs. The Medical Center will make the staffing plan available on each patient care unit in the facility. The Medical Center will inform the Union through the Nurse Staffing Committee in the event of changes in the general staffing plan for nursing.
2. HarrisonSt. Michael Medical Center and The UFCW agree that when the Main campus is completed and opened in Silverdale, the subject of bulletin board placement may be discussed in Nurse Conference Committee.
3. HarrisonSt. Michael Medical Center and the UFCW agree that the opening of the new main campus in Silverdale will result in a need for new Unit Groupings. An advisory committee comprised of up to six (6) bargaining unit members, one (1) union representative, management designees, and the Human Resource Director or designee, will convene prior to the Silverdale Hospital opening to discuss the unit groupings.
4. Over the course of negotiations, the Union raised concerns regarding the potential impact on bargaining unit employees of a potential business transaction between Catholic Health Initiatives (CHI), ~~and~~ Dignity Health or other entity. To address these concerns as they may relate to the impact on bargaining unit employees at HarrisonSt. Michael-St. Michael Medical Center (“the Medical Center”), the Medical Center attests that any new relationship involving CHI and Dignity Health or any comparable new relationship between CHI and any other entity will have no impact on bargaining relationships or the contractual terms and conditions of employment for bargaining unit employees employed by the Medical Center. The 2022-2025 ~~2019—2022~~ collective bargaining agreement will continue unaffected through any new relationship between CHI and Dignity Health or through any comparable new relationship between CHI and any other entity for the contract term.



5. Ratification Bonus. Effective two pay periods post-ratification, a one time bonus equal to \$1000 pro-rated by FTE will be paid to nurses on the active payroll as of the date of payment. A per diem nurse is considered a .2 FTE for the purposes of this bonus. To be eligible, the nurse must also be continuously employed from the date of expiration. For employees on the active payroll on May 1, 2019, and who are continuously employed as of the date of payment (last day of the pay period for which payment occurs), there will be a ratification bonus of \$200 based on 1.0 FTE (.90 considered a 1.0 for this calculation). For example, a 1.0 FTE shall receive a bonus of \$200, a .5 FTE shall receive a bonus of \$100, and so on. Per diem and supplemental employees shall receive a bonus based on .2 FTE. The bonuses will be paid within two pay periods of ratification.
  
6. In order to create collaborative and productive working committees, within 120 days of ratification the co-chairs of the Nurse Conference Committee, Safety Committee (if chaired by a bargaining unit member), Nurse Practice Committee and Nurse Staffing Committee will attend training on Conducting Effective Meetings. The training will be conducted by the Medical Center.