

Agreement by and between  
**UFCW 3000**  
and  
**Providence Regional  
Medical Center Everett**

**Professional**

Effective through: 03-01-2025

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

# WEINGARTEN RIGHTS

## Your Right to Union Representation

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

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

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

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

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

**Call the Member Resource Center at: 1-866-210-3000**

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## **PREAMBLE**

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

## **ARTICLE 1 -RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining representative for all regular full-time, part-time and per diem professional employees employed in the classifications of work set forth in Appendix A covered by the National Labor Relations Board Certification in Case No. 19-RC-104903, excluding temporary employees, supervisors, confidential employees and guards, as defined in the Act, and all other employees.

## **ARTICLE 2 – UNION MATTERS**

### **2.1 Membership.**

**2.1.1** Employees who are members of the Union at the execution of this Agreement shall as a condition of employment, maintain their membership in the Union for the duration of this Agreement.

**2.1.2** Employees hired after the execution of this Agreement shall be required as a condition of employment to join the Union within thirty (30) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided, however, this provision shall not apply to any employee who declines joining the Union by providing written notice of such intent to the Union by certified mail with a copy to Human Resources, within fifteen (15) calendar days, of the employee's date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee's personnel file.

**2.1.3** The Hospital will notify employees of membership requirements/options at time of hire or transfer. Employees 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 uniformly required dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer the authorization form will be honored in accordance with its terms. Such dues shall be transmitted to the UFCW, Local 21. The Employer will send an electronic dues report monthly to the Union which will include the employee's name, employee ID number, and the amount deducted. Deductions shall be transmitted each month 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 deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**2.3 Bargaining Unit Roster.** The Employer shall supply to the Union monthly a list electronically of all employees covered by this Agreement including name, address, employee ID number, department, job

classification, work location, date of hire, rate of pay, FTE status, hire date and/or termination date for each employee covered under this agreement.

**2.4 Voluntary Political Action Fund Deduction.** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees 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. The Union and each employee authorizing the assignment of wages for payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demand, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Election campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the deduction check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) for all amounts deducted pursuant to the Political Action Fund check off provision in the parties' Collective Bargaining Agreement will be used to reimburse the Employer for its reasonable costs of administering the check off.

### **ARTICLE 3- MANAGEMENT RIGHTS**

**3.1** Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement.

Without limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to determine and redetermine the composition of its work force, including the mix of employees required and the composition of work teams; to determine the number of employees required, and its staffing requirements and criteria; the right to determine and require standards of performance and to maintain order and efficiency and to determine the competency of employees; to direct employees and to determine job assignments, including the floating and temporary reassignment of employees; to determine the working schedules; to determine whether the whole or any part of the operation shall continue to operate and whether and what work will be performed by employees of the Employer who are employed under this Agreement, assigned to employees outside this bargaining unit or subcontracted; to implement changes in operational methods and procedures; to determine the kind and location of its facilities and where its services will be performed. The matters set forth herein shall not be subject to Arbitration.

All matters not covered by the provisions of this Agreement shall be administered by the Employer on a unilateral basis.

**3.2** In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union thirty (30) days advance written notice. During this notice period, the Employer and Union will meet to discuss alternatives to contracting out the work.

**3.3** The use of temporary staffing, such as agency or traveler staff, will not be construed as contracting unit work.



## ARTICLE 4- UNION REPRESENTATION

**4.1 Union Representatives.** Upon obtaining approval from the Employer, duly authorized staff members of the Union may have access to the Employer's premises where employees covered by this Agreement are working, excluding nursing units and other patient-care or clinical areas, for the purpose of investigating grievances and contract compliance. Such visits shall be subject to general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

4.1.1 The Union representative shall have access to employee lounges during declared states of emergencies, and under the same procedures and guidelines as the Hospital's "visitor policy". The Union representative shall first notify the Employer of which employee lounges the Union representative plans to visit and shall confine the visit to such areas.

**4.2 Bargaining Unit Representatives.** The Union shall select members from the bargaining unit to function as bargaining unit representatives (Stewards). The bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selections and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times, in non-work areas and shall not interfere with the work of other staff. By approval of their manager, a shop steward may attend investigatory or grievance meetings under Article 17 on work time; provided that, patient care is maintained. Shop stewards will not leave their work area on any Union business without the consent of their manager or his/her designee.

**4.2.1 New Hire Orientation.** The Employer will provide the Union access to new hires, during the New Hire Orientation Day for the purpose of introduction and orientation to the Union. The Union representative will be notified of the orientation days each month. The bargaining unit representative will be allowed one-half (1/2) hour during the orientation session to introduce the Union contract to new employees. Such presentation will be on the representative's non-paid time and may include the representative's lunch break time.

By the end of the week prior to each new employee orientation, the employer will make available to the Union a list of all bargaining unit employees then scheduled for orientation. This list shall include the date of orientation, name, FTE, phone number, job classification, start date, shift, department, unit and campus of each new bargaining unit employee attending the orientation.

In the event new employee orientation is moved online permanently, employer shall provide the newly hired employee a link to the Union's new employee orientation page: <https://www.ufcw21.org/new-members>. The Employer and Union shall meet within 30 days prior to implementation to discuss access to online new employee orientation.

**4.3 Bulletin Boards.** With prior approval of the Human Resources office, the Union shall be permitted to post announcements and notifications of professional activities, signed by a designated Bargaining Unit Representative, in the space provided on bulletin boards designated by the Employer, on the Pacific and Colby campuses. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

**4.4 Bargaining Agreement.** The Employer will give a copy of this Agreement and the employee's job description to each employee during the hiring/orientation process. The Union shall be responsible for the printing of this Agreement, including the entire cost thereof, and shall provide the Employer with sufficient copies to be available in the Human Resources Department.

**4.5 Meeting Rooms.** The Union shall be permitted to use designated premises of the Employer on the Colby and Pacific campuses for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to and approved by Human Resources. Use of meeting rooms shall be subject to the hospital-wide "bump rule."

**4.6 Negotiations.** Members who are designated by the Union to serve on the Union's negotiating team will be allowed unpaid released time as may be consistent with patient-care needs to attend negotiation sessions. The supervisor will make reasonable efforts to work with the employee for scheduling such time.

Employees so designated will attempt to make arrangements to cover their shifts, on days when negotiations are on their scheduled days, at least one (1) week ahead of the negotiation date, or time off may not be approved.

Where the negotiation schedule permits, employees will work with their managers, prior to a monthly schedule being finalized, to schedule negotiation days as time off.

Employees so designated will not have their FTE, seniority or PTO/EIB rates impacted by participation in the negotiation process. Employees shall suffer no loss of Union seniority, which is based on date of hire per Article 7.1, for time spent during negotiations.

**4.7 Union Leave.** Consistent with patient-care requirements, members of Local 21 in good standing may be allowed unpaid time off for Union business as necessary, provided the request is made prior to the final posting of the employees' schedules. However, the Employer will consider requests made after the final posting of the employee's schedule provided the Employer receives reasonable notice of such request.

## ARTICLE 5- DEFINITIONS

**5.1 Introductory Employee.** An employee who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for less than six (6) months of actual work. Introductory employees will be advised in writing if they are not progressing satisfactorily to become regular employees. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

**5.2 Regular Full-time employees.** Employees with an FTE of 0.9 or greater and who have successfully completed the required introductory period.

**5.3 Regular Part-Time.** An employee with an FTE less than 0.9 who has successfully completed the required introductory period. Unless otherwise provided for herein and subject to benefit plan eligibility requirements, a part-time employee will be compensated in the same manner as a full-time employee except that benefit accruals (PTO and EIB) shall be earned in proportion to the employee's actual hours of work.

**5.4 Per Diem Employees.** An employee who is hired to work during any period when a temporarily augmented work force is required. Per diem employees will be paid at the rate of pay in Appendix B plus twelve percent (12%), in lieu of all benefits except shift differential, weekend premium, callback and standby pay. Per diem employees will be paid at time and one-half (1 ½) for all hours worked on a holiday. A per diem employee shall be credited with relevant experience in determining the employee's initial compensation. A full-time or part-time employee who changes to per diem status shall retain the rate of benefit accrual pending return to regular status. Any accrued paid time off shall be paid to the employee at the time the employee changes to per diem status. If a benefits-earning employee elects per diem status, all eligible accrued extended illness hours will be banked. Upon return to benefits-earning status, all banked extended illness hours will be reinstated so long as there has been no break in employment.

**5.5 Pay in Lieu of PTO and EIB.** In lieu of paid time off (PTO) and extended illness bank (EIB), an employee whose FTE is a 0.5 or above may elect a ten percent (10%) wage differential. This election must occur: 1) within the first ten (10) days of employment to be effective the first full pay period following the election; 2) within ten (10) days of ratification of this Agreement to be effective the first full pay period following the election; or 3) annually during a designated period, to be effective the first full pay period of the following year. Employees will be advised of re-enrollment conditions prior to the election of the ten percent (10%) wage differential.

Any accrued PTO shall be paid to the employee at the time the employee elects the ten percent (10%) wage differential. All eligible accrued extended illness hours will be banked. Upon return to paid time off accrual status without a break in employment, all EIB hours will be reinstated.

**5.5.1** For employees who are a .49 FTE or lower and, therefore, are not eligible for benefits, the wage differential shall be twelve percent (12%).

**5.6 Length of Service.** For purposes of this Agreement and the method of computing PTO, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2,080 hours of work. For purposes of computing longevity (wage) steps, a "year" shall be defined as 1872 hours of work or twelve (12) months whichever comes last.

Time paid for but not worked (excluding standby and on call pay) shall be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefits, not to exceed eighty (80) hours within any pay period.

**5.7 Preceptor.** Preceptor duties and assignment will be determined on each unit by management. A preceptor is an employee who is assigned the responsibility for planning, organizing and evaluating the new skill development of an employee newly assigned to a classification, a student or an intern whom the preceptor is assigned to instruct. It is understood that staff, in the ordinary course of their responsibilities, will be expected to participate in the general process of assisting employees requiring unit orientation. The employer will make a good faith effort to assign preceptor duties on a voluntary basis.

**5.8 Regular Rate of Pay.** Unless otherwise required by the Fair Labor Standards Act, the "regular rate of pay" shall be defined to include the employee's hourly wage rate, shift differential when the employee is regularly assigned to an evening or night shift, lead pay when the employee has a lead assignment, weekend differential for the hours worked on a weekend and any applicable wage premium in lieu of PTO/EIB for any employee exercising that option.

## ARTICLE 6 - EMPLOYMENT PRACTICES

**6.1 Nondiscrimination.** The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable federal and state laws, against any employee by reason of race, color, religion, creed, sex, national origin, age, marital status, sexual orientation, gender identity or expression, union membership, disability, subject to occupational requirements and ability to perform within those requirements. The matters set forth herein shall be interpreted consistent with the requirements of the Employer under applicable law.

**6.2 Gender Neutral.** Whenever words denoting gender are used in this Agreement, they are intended to apply equally to all genders.

**6.3 Discipline and Discharge.** No full-time or part-time employee 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). Per diem employees shall be disciplined or discharged only for just cause except for issues arising from hours of work and/or compliance requirements (to include annual or one time mandatory requirements). The determination of which step of progressive discipline applies rests with the Employer, subject to the grievance procedure with the understanding that the arbitrator shall have the authority under the "just cause" language of this section to determine the appropriateness of the level of progressive discipline applied by the Employer. A copy of all written disciplinary actions shall, as part of the discipline procedure, be made available to the employee within twenty four hours of the discipline. The employee shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the Employer determines the nature of the offense is just cause for immediate suspension or discharge. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action. The employee may provide a written response to the disciplinary action, which will be retained with the disciplinary action in the employee's personnel file.

**6.4 Notice of Resignation.** Employees shall be required to give at least fourteen (14) calendar days' written notice of intended resignation. Failure to give such notice shall result in the loss of accrued benefits. The Employer will give consideration to situations that would make such notice by an employee impossible. Probationary employees shall be required to give a minimum of seven (7) days' notice of intention to terminate.

**6.5 Notice of Termination.** Except for cases involving discharge for just cause, all full-time and part-time employees who have completed the required probationary period shall receive fourteen (14) calendar days' notice of termination or pay (prorated for part-time employees) in lieu thereof.

**6.6 Evaluations.** The Employer shall maintain a system for performance appraisal of skills and clinical knowledge providing for written evaluations, no more than annually unless required by law, licensing or accreditation agency. The employee shall acknowledge such evaluation by signing the document; however, such signature will imply neither agreement nor disagreement with the evaluation. The employee may provide a written response to the evaluation, which shall be retained with the evaluation in the employee's personnel file. A copy of the evaluation shall be made available to the employee upon request within two (2) business days of meeting with the employee. If the Employer decides to modify or change their evaluation process they will notify the Union and the evaluation process may be a topic for the Labor Management Committee.

**6.7 Employment Information.** Employee information used to specify conditions of hiring (including number of hours to be worked, rate of pay, unit and shift), termination, change of position or leave of absence are documented and available to the employee electronically.

**6.8 Personnel Files.** By appointment, employees may review their personnel files. Upon request, an employee shall receive a copy of any materials contained in their file. Employees may also request from their manager a written summary of any additional information on any behavioral or practice concerns identified since their last performance evaluation. Warning notices shall be removed upon mutual agreement of the employee and the Chief Human Resources Officer

**6.9 Travel.** An employee who, in accordance with Hospital policy, accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Hospital. The Employer shall be responsible for providing and approving travel arrangements for the employee to destination and return to the Hospital. Employees required to travel between campuses during work hours in their personal vehicle will be compensated at the IRS standard rate per mile in accordance with PRMCE policy.

**6.10 Parking.** The Employer will not discontinue its policy with respect to free parking without first

bargaining with the Union and will not make a change that affects only bargaining unit members.

**6.11 Safety.** The Hospital will maintain a safe and healthful workplace in compliance with all federal, state and local laws applicable to the safety and health of its employees, including providing protective equipment and having it readily available in accordance with appropriate OSHA and WISHA guidelines. The employees will comply with all health and safety policies and procedures of the Hospital. Matters arising out of this provision shall not be subject to the grievance and arbitration procedure.

**6.11.1 Declared State of Emergency.** In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the Hospital, the Hospital and Union, upon request, will meet to discuss safety measures within twenty-eight (28) days of the request, (i.e. area for donning and doffing of gowns, PPE, etc.)

**6.12 Staffing.** The Hospital will determine staffing levels. Employees who have concerns about staffing may address those concerns under the following process:

- Employee(s) who have staffing concerns (related to staffing levels or excessive workloads) are encouraged to document their concerns and address the issues directly with their supervisor/manager.
- After doing so, any employee(s) who are not satisfied with supervisor/manager response to the staffing concern or if the employee(s) does not receive a response in a timely manner, they may take their concerns to their Union representative to request the issues be taken to the Labor Management Committee for inclusion on a meeting agenda. Upon mutual agreement of the Employer and the Union, a special meeting of the Labor Management Committee may be scheduled in order to address the concerns in a timely manner.
- Up to two employees from any department affected will attend a Labor Management Committee, at a time when approved for the agenda, to discuss their concerns.
- The Labor Management Committee shall discuss the concerns and shall make written recommendations on ways to resolve the issues. Responses to the recommendations will be presented to the Labor Management Committee members in writing within fourteen (14) days of receiving the recommendations.

**6.13** All positions that become vacant and newly created positions will be posted.

**6.14 Job Posting.** Unless otherwise agreed to by the parties, all bargaining unit positions to be filled will be posted.

## **ARTICLE 7 – SENIORITY**

**7.1 Seniority Definition.** Seniority is defined as an employee's most recent date of hire into a full-time or part-time bargaining unit position with the Employer. However, seniority shall not apply to an employee until completion of the required introductory period. Seniority shall not apply to an employee while they are in a per diem status position. Regular status (FT/PT) employees who change to per diem status and subsequently return to regular status without a break in employment shall have their seniority date and benefit accrual level reinstated.

Regular FT and PT employees who change to a non-bargaining unit position at PRMCE and subsequently return to a bargaining unit position without a break in employment at PRMCE shall have previously accrued

bargaining unit; seniority reinstated. However, PTO and benefit accruals shall continue to be based on total length of service pursuant to Article 5.6.

The seniority of an employee returning to the bargaining unit shall not be recognized or used until after the returning employee has obtained an initial full-time or part-time bargaining unit position.

**7.2 Layoff.** A layoff is defined as a permanent or prolonged reduction in the number of employees in a particular classification by the Medical Center under this Agreement. The Employer shall provide as much notice to the affected employee and the Union as practical, but shall give at least fourteen (14) days' notice or pay in lieu of.

**7.2.1** When the Employer determines it is necessary to lay off employees from a classification, shift, and where appropriate, unit, the Employer will first seek volunteers from the classification.

**7.2.2** If volunteers do not meet the Employer's need for reduced staffing, employees will be designated for layoffs in the following order:

1. Temporary
2. Per diem
3. Introductory employees;
4. Regular full-time and part-time employees holding a FTE assigned to the classification and shift in the cost center affected by the layoff subject to the Employer's determination of qualifications as set forth above.

**7.3 Bumping.** In the event an employee is designated for layoff from his or her classification, the employee may choose to bump the least senior employee in the job classification or group to which they are assigned, subject to the Employer's determination of qualifications.

Job groups for purposes of this section shall be:

1. Dietitian, Advance Practice Dietitian
2. Medical Lab Tech, Med Technologist, Sr. Med Technologist
3. Transition Planner I, Transition Planner II, Transition Planner III
4. Licensed Associate EDCC, Licensed Independent EDCC (beginning one year after ratification)

All others will be determined by job classification.

**7.4 Recall.** Employees who are laid off shall have recall rights to vacant positions in the classification from which they were laid off for up to twelve (12) months following their layoff, when in the opinion of the Employer, the employee is fully qualified to perform the work required. Employees who are recalled to their classification to a position on the shift from which they were laid off and with a comparable FTE (within a .15) and who refuse the recall or fail to respond to the notice within three (3) days of notice shall be dropped from the recall roster. Employees are responsible for keeping the Employer advised of where notices of recall should be sent.

**7.5 Job Posting.** When there is a vacancy in a regular (FTE) position, it shall be posted for bid for five (5) days excluding holidays and weekends with Human Resources. Bids must be submitted in writing or according to PRMCE policy. When employees bid, who are qualified for the position, the position will be awarded to the senior qualified candidate where the skills, performance, ability, disciplinary record and experience are, in the opinion of the Employer, equal.

**7.6 Termination of Seniority Status.** Seniority shall terminate upon the occurrence of any one of the following:

1. Discharge or voluntary resignation from PRMCE or retirement;
2. Failure to return to work on a timely basis from an approved leave of absence;
3. Absence from work for any reason, including layoff, except worker's compensation or approved disability accommodation, for a period of twelve (12) months;
4. Failure to return to work from layoff when recalled in accord with the terms of this Agreement;
5. Failure to report to work as assigned for a period of two (2) consecutive workdays without calling in; however, the Employer agrees to consider mitigating circumstances on a case-by-case basis.

**7.7 Change in FTE Status.** Reduction in hours shall be defined as a permanent reduction of an employee's FTE level. If a reduction in FTE is determined to be necessary, the least senior employee(s) in the targeted job classification, cost center and shift will receive the hours reduction. Provided, however, senior employees in the classification must be qualified to perform all the work required - including applicable license. Prior to an hours reduction occurring, the Employer will first seek volunteers in the job classification, cost center and shift. Absent volunteers, the Employer will first remove from the schedule any temporary and probationary employees before reducing the FTE of a seniority employee. An employee subject to an involuntary reduction in their FTE will be given first preference up to their previous FTE status should the Employer expand the hours of an existing FTE in the employee's job classification, cost center and shift. Further, should the Employer have a need to temporarily augment the hours in the classification, shift, cost center or work unit where the hours reduction occurred, the Employer when it is not an emergency event, will give first preference to the employee(s) whose FTE has been reduced who can work the hours at the straight-time rate of pay.

**7.7.1** An employee whose FTE is reduced shall receive a minimum of fourteen (14) days' notice of the impending hours reduction.

**7.7.2** Employees whose hours have been reduced by more than .15 FTE may take the position of the least senior employee in the classification whose position is at a comparable FTE prior to the reduction in another cost center and/or another shift.

**7.7.3** In the event the Employer reinstates the operation, an employee in the impacted classification shall, in the order of seniority, be assigned the additional FTE they held before the reduction occurred. Such reassignment shall be consistent with scheduling requirements.

**7.8 Department Merger or Restructuring.** In the event of a merger of two (2) or more units into a single unit or restructuring of an existing department, the Employer will determine the number of fill-time

and part-time FTEs by shift required for the new or restructured department. The Employer will give the Union thirty (30) days' notice. The manager(s) of the unit(s) shall determine applicable guidelines with input from the employees affected and the Union. The positions will be filled by seniority, provided that, in the opinion of the Employer, the employee's skill, competence, performance as a professional, ability and experience are equal to that of the employee being displaced. An employee not able to retain a position will have the rights of an employee laid off from their classification.

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

**8.1 Work Period.** The work period is a regular, recurring period of either seven (7) consecutive days or fourteen (14) consecutive days.

**8.2 Regular Shift Assignment.** Each employee shall have a regularly assigned number of hours of a shift. Typically, these hours will be either eight (8) hours, nine (9) ten (10) hours or twelve (12) hours.

**8.3 Work Schedules.** Work schedules shall be posted for at least a four (4) week period and at least ten (10) days prior to the beginning of the schedule. Except as required by patient-care conditions (including an unanticipated shortage of staff) or low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent of the employee and the manager.

**8.4 Overtime.** For full-time and part-time employees, overtime shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay for all time worked beyond the employee's regular shift (provided the employee has worked at least eight (8) hours), beyond forty hours in a work week, or beyond eighty (80) hours in a fourteen (14) day period. All consecutive time worked in excess of twelve hours, or after fourteen hours for employees scheduled for twelve hour shifts, shall be paid at double the employee's regular rate of pay. Time paid for but not worked will not count as time worked for the purpose of determining and computing overtime. There shall be no pyramiding of overtime or holiday pay.

Per Diem employees will be paid the overtime rates for all time worked beyond forty (40) hours in a work week or beyond eighty (80) hours in a fourteen (14) day period. All consecutive time worked in excess of twelve (12) hours or after fourteen (14) hours for employees scheduled for twelve hour shifts shall be paid at double the employee's regular rate of pay. Time paid for but not worked will not count as time worked for the purpose of determining and computing overtime. There shall be no pyramiding of overtime or holiday pay.

The Employer may not arbitrarily change an employee's work schedule for the purpose of avoiding overtime. Overtime must be paid when incurred and may not be waived by the employee or the Employer.

Except for emergency situations, all overtime must be properly authorized and approved in advance by the appropriate supervisor.

**8.5 Work on Traditional Holidays.** Any employee who works on one of the "traditional" holidays (New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall be paid at the premium rate of one and one-half (1 ½) times the employee's regular rate of pay.

**8.6 Alternative Work Schedules.** Alternative work schedules are defined as schedules that are other than eight (8) hours per shift. Prior to the implementation of a new alternative work schedule for employees currently working eight (8) hour shifts, the Employer and the Union will promptly meet for the purpose of negotiating the terms and conditions of employment relating to that work schedule. Alternative work schedules shall be in writing and are subject to mutual agreement between the Employer and the employees



involved. Where alternative schedules are utilized by the Employer the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after at least fourteen (14) days' advance notice to the employee.

**8.7 Report Pay.** Employees who report for work as scheduled and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay. If the employee reports to work and can be assigned other duties covered under the job description and chooses to go home rather than work, the employee will not be eligible for report pay. Should the Employer make a bona fide attempt to notify the employee of a cancellation of shift but be unsuccessful in doing so, the employee will not be eligible for report pay. It shall be the responsibility of the employee to maintain a current address and telephone number with the Human Resources Department and the staffing office. Failure to do so shall excuse the Employer from the notification requirement provided herein.

**8.8 Rest Between Shifts.** In scheduling shift work assignments, the Hospital will make a good-faith effort to provide each employee with at least twelve (12) hours off duty between scheduled shifts. In the event an employee is required to work a scheduled shift with less than twelve (12) hours off duty between scheduled shifts, all time worked within this twelve (12) hour period shall be at the premium rate of time and one-half (1 ½). There shall be no pyramiding of overtime pay.

Employees who work continuously beyond the end of their regular shift will receive the premium rate of pay for all time worked on their subsequent shift which is within twelve (12) hours of the time the employee left work after working the extra hours at the end of their shift the day before.

Employees who are scheduled on-call/stand-by shifts and who are called in to work during the 12 hour period following their regular work shift and who then work their next regular work shift within 12 hours of the time they left work after being called in, will at the beginning of their next regular shift, be paid at the premium rate for a period of time equal to the actual number of hours the employee worked on-call.

Employees working a schedule of a ten (10) hour or twelve (12) hour regular work day will have a ten (10) hour rest between shifts instead of twelve (12) hours.

## **8.9 Shifts.**

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

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

**8.9.3 Night Shift:** Any shift where the majority of regularly scheduled hours is between 10:30 p.m. and 7:00am

**8.10 Shift Differential.** Where the majority of hours worked, excluding overtime, occurs in the periods designated as evening or night shift, employees will be paid shift differential for all hours worked on that shift. Where the hours are evenly divided, the shift differential shall apply to all hours worked on that shift.

**8.11 Shift Rotation.** Subject to Article 8.13, shift rotation shall be voluntary.

**8.12 Meal/Rest Period.** At all times, meals and rest periods shall be administered consistent with state and federal law. Typically, employees shall receive an unpaid meal period of one-half (½) hour for all shifts in excess of five (5) hours. Employees required by supervision to work during this meal period shall

be compensated for such work at the appropriate rate of pay. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each, which may be taken intermittently or uninterrupted, during each shift of eight (8) hours or more in duration. Employees may choose to take their rest breaks intermittently by providing written and/or verbal notification to their supervisor. The employer will comply with federal and state laws regarding meal and rest periods.

**8.13 Additional Hours/Shifts.** Employees interested in additional hours/shifts should sign up for same. If the employee indicates the additional hours/shifts are being requested because of recent hospital-initiated low census, priority will be given to that employee up to their assigned FTE. The Employer will attempt to equitably distribute additional hours/shifts among the available full-time and part-time employees in the department. Priority will be given to employees who are able to work the additional hours/shifts on a straight-time basis without incurring overtime.

**8.14 Full-time, Part-time and Per diem Priority.** Reasonable efforts will be made to schedule full-time and part-time employees, subject to low census, to temporary work prior to utilizing per diem employees, subject to skill, competency and ability requirements as determined the Employer.

**8.15 Weekends.** The Employer will make a good faith effort to equitably rotate weekend schedules. The employer will make a good faith effort to schedule every other weekend off. This section shall not apply to part-time employees or full-time employees who are hired to work weekend shifts only, or to those who trade shifts or voluntarily agree to more frequent weekend duty. The weekend shall be defined for day and evening shift personnel as Saturday and Sunday, and for night personnel as Friday and Saturday night.

**8.16 Temporary Assignments and Transfers.** No employee shall suffer a reduction in pay due to a temporary assignment. Temporary assignment to a higher-paid position within the bargaining unit shall be compensated at the higher rate of pay. A permanent transfer to a position outside the bargaining unit shall be by mutual consent between the Employer and the employee.

**8.17 Voluntary Reduction of FTEs.** Employees may reduce their FTE at any time upon mutual agreement with their manager based on the staffing needs of the unit. The manager will indicate that the employee is "reducing the hours of their current position". Employees reducing their FTE may not change shifts or shift length as part of the FTE reduction. The FTE reduction shall be effective on the first day of a pay period. When an employee reduces their FTE and the manager determines those hours will be filled those remaining hours will become available and will be posted. An employee can only reduce their FTE to a per diem position if there is a posted per diem position available.

**8.18 Assignment of Low Census.**

**8.18.1** Where the Employer determines that patient and/or available work does not require the number of employees on the schedule in a particular unit/department on a particular shift, the Employer will first release any employee on overtime and then request volunteers.

**8.18.2** Full-time and part-time employees who are released from duty due to low census will continue to accrue PTO/EIB based upon the employee's scheduled hours of work. All employees will be notified at least one and one-half (1 ½) hours prior to the scheduled day shift and one and one-half (1/2) hours prior to a scheduled evening or night shift.

**8.18.3 Order of Low Census**

- a) Agency (guaranteed and not guaranteed)
- b) Overtime or other premium shifts

- c) Volunteers for low census who hold an FTE
- d) Per diem employees who were not on the schedule as of the time of posting.
- e) Employees working extra shifts above their FTE status, except under Article 8.13
- f) Regularly scheduled employees in reverse order of seniority by rotation.

Employees working as travelers or agency guaranteed are not subject to mandatory low census.

## **ARTICLE 9 – COMPENSATION**

### **9.1 Wages.**

#### **9.1.1 Wage Increases Effective Dates**

Effective the first pay period following the ratification of this Agreement, an across the board increase of 2.5% shall be applied to the wage scale.

Effective the first pay period following September 1, 2022, an across the board increase of 1.5% shall be applied to the wage scale.

Effective the first pay period following March 1, 2023, Steps 11, 13, 15, and 28 of the wage scale will increase at a rate of 1.7% above the previous step.

Effective the first pay period following March 1, 2023, an across the board increase of 1.5% shall be applied to the wage scale.

Effective the first pay period following September 1, 2023, an across the board increase of 1.5% shall be applied to the wage scale.

Effective the first pay period following March 1, 2024 an across the board increase of 2.75% shall be applied to the wage scale.

#### **9.1.2 Market Rate Adjustments**

**In addition to the wage increases in article 9.1.1 the following market rate adjustments will also become effective after the first pay period following ratification of this agreement:**

Speech Pathologist shall advance from Grade 13 to Grade 14

Occupational Therapist shall advance from Grade 13 to Grade 14

Discharge Planner and Transition Planner II shall advance from Grade 10 to Grade 11

Licensed Associate ED Crisis Counselor shall be added to the wage scale at Grade 11

Dietitian shall advance to Grade 7

Advance Practice (AP) Dietitian shall be added to the wage scale at Grade 9

Counselors shall advance from Grade 3 to Grade 5

MLT shall advance from Grade 2 to Grade 3

Med Tech shall advance to Grade 9

Med Tech Sr shall advance to Grade 10

Recreation Therapist shall advance from Grade 3 to Grade 5

**In addition to the wage increases in article 9.1.1 the following market rate adjustments will also become effective one year from ratification of this agreement:**

MLT shall advance from Grade 3 to Grade 4

Licensed (LICSW, LMHC, LASW) Transition Planner II on Grade 11 will move to new job classification, Transition Planner III on Grade 12

Licensed ED Crisis Counselors (LICSW, LMHC, LMFT, LCSW) on Grade 11 will move to new job classification, Licensed Independent ED Crisis Counselor on Grade 12

**9.2 Shift Differential.** Where hours worked occurs in the period designated as evening or night shift in Article 8.9, employees will be paid shift differential of two dollars (\$2.00)/hour for evenings and three dollars fifty cents (\$3.50) per hour for nights for all hours worked on that shift.

**9.3 Weekend Differential.** Employees will be paid a premium of two dollars (\$2.00) per hour for each hour worked on the weekend. Any Employees employed in the classifications of Transition Planner I, II, & III, Discharge Planner, MLT, MT, and Senior MT shall receive a premium of four dollars (\$4.00) an hour for each hour worked on the weekend. "Weekend" shall be defined as Saturday and Sunday for Day and Evening shift. For Night shift it shall be defined as Friday night and Saturday night.

**9.4 Lead.** On ratification, Employees assigned lead responsibilities by the Employer will receive a differential of two dollars (\$2.00) per hour for the time assigned.

**9.5 Standby On Call.** On call employees may be placed on call for hours outside of their regular schedule. Employees will receive three dollars and fifty cents (\$3.50) per hour for each hour the employee is on call. If called in to work the employee will be compensated at the overtime rate of time and one half (1-1/2) the employee's regular rate of pay for each hour worked with a minimum of three (3) hours of work each time an employee is called in, except that the guarantee shall not exceed the number of hours the employee is scheduled on call. In such case no new minimum will apply to that call. The minimum call in hours provided for herein shall not apply when the employee reports for work in advance of the assigned shift and continues working through the entire scheduled shift. This provision shall apply only to employees who have discontinued work and left the Employer's premises. Employees called in to work hours on either the evening or night shift will be paid the applicable shift differential for the hours worked on that call in. Similarly, when an employee from evening or night shift is called in to work during the day shift the employee shall not receive shift differential for those hours. This does not affect hold over hours for evening or night shift employees.

**9.6 Preceptor Pay.** The Employer may assign employees as preceptors. Preceptor duties and assignments are at the sole discretion of the Employer. An employee that is assigned preceptor duties by the department manager will receive a premium of one dollar fifty cents (\$1.50) per hour. The differential will be paid only during those hours when the employee is assigned as a preceptor.

**9.7 Job Title Changes.** A change in job title with no material change in duties shall not affect an employee's tenure, seniority or pay level or rate of benefit accrual.

**9.8 Higher Classification.** An employee who moves to a higher paid classification in a related job classification will move to the same step in that higher classification. It is agreed that the application of this provision does not create an inequity.

**9.9 Changes in Pay.** Changes in wages and/or premiums will take effect on the dates specified in the Wage Scale Appendices

**9.10 Wage Scale Placement.** New employees shall be hired on the scale at a step number that corresponds with the number of years of the employee's completed relevant experience in the same or similar job classification.

**9.11 Certification.** Bargaining unit employees holding a current certification(s) in their assigned practice area that are not required for their job classification nor receive a higher pay grade will receive a one dollar (\$1.00) per hour certification pay. Employees with multiple certifications shall be eligible to receive only one certification premium. The employee retains the responsibility for notifying the employer, within a timely manner, of each renewal of the certification in order to continue to receive the incentive. Certification pay for expired licenses will end the first full pay period following the expiration date if the renewal is not submitted. Certification pay will resume the first full pay period after the employer receives the updated/current certification.

The parties agree to discuss which certifications are appropriate through the labor management committee and create a mutually agreed upon list of approved certifications within ninety (90) days of a signed agreement. A list of approved certifications will be created as an attachment to the CBA.

**9.11.1 BSN Pay.** Employees who present evidence of a BSN from an approved accredited organization which enhances their skills but is not required for their assigned classification will receive one dollar (\$1.00) per hour in addition to any existing approved certification pay (for a total of \$2.00 per hour).

## **ARTICLE 10 - PAID TIME OFF/EXTENDED ILLNESS BANK**

**10.1 Eligibility.** The Employer provides eligible employees with the opportunity to have paid time off for various reasons including vacation, holiday, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Time off for extended illness is accrued as EIB (Extended Illness Bank) hours.

Employees with an FTE Status of .5 or above are eligible to accrue PTO and EIB hours. New employees accrue but may not use PTO or EIB hours during the first 90 days of employment, except when a recognized legal holiday falls in this period. In this case, new employees may use PTO time for the holiday. PTO or EIB is not earned or accrued when employees are on an unpaid leave of absence or layoff.

**10.1.1** PTO/EIB shall be paid at the employee's regular rate of pay.

**10.2 PTO/EIB Accrual.** PTO and EIB hours are accrued on all hours paid (i.e., paid PTO and/or EIB hours paid accrue hours), up to a maximum of 80 hours paid in every pay period (2080 hours per year). Part-time employees' accrual will be pro-rated on hours paid (excluding standby) up to 80 hours. Employees may not accrue PTO/EIB hours on "standby on-call hours".

Employees who were hired on or after January 4, 1998, PTO will accrue according to the following schedule:

<u>PTO Credited Years of Service</u>	<u>PTO Plan Year Accrual</u>
Upon Hire	23 days (184 Hours)
Beginning with 4 <sup>th</sup> Year	28 Days (224 Hours)
Beginning with 6 <sup>th</sup> Year	29 Days (232 Hours)
Beginning with 8 <sup>th</sup> Year	30 Days (240 Hours)
Beginning with 10 <sup>th</sup> Year	31 Days (248 Hours)
Beginning with 12 <sup>th</sup> Year	32 Days (256 Hours)
Beginning with 13 <sup>th</sup> Year	34 Days (272 Hours)

Employees hired prior to January 4, 1998, PTO will accrue in accordance with the following schedule:

<u>PTO Credited Years of Service</u>	<u>PTO Plan Year Accrual</u>
Upon Hire	25 days (200 Hours)
Beginning with 4 <sup>th</sup> Year	33 Days (264 Hours)
Beginning with 6 <sup>th</sup> Year	34 Days (272 Hours)
Beginning with 8 <sup>th</sup> Year	35 Days (280 Hours)
Beginning with 10 <sup>th</sup> Year	36 Days (288 Hours)
Beginning with 12 <sup>th</sup> Year	38 Days (304 Hours)
Beginning with 13 <sup>th</sup> Year	40 Days (320 Hours)

For all employees, EIB will accrue in accordance with the following schedule:

<u>EIB Credited Years of Service</u>	<u>EIB Plan Year Accrual</u>
Upon Hire	6 Days (48 Hours)

**10.2.1** At the end of the plan year (December of each year) employees will have the opportunity to make an election from the options below on how they would like to allocate their excess unused PTO hours:

- a. Carry over 50% of their PTO plan year accrual balance into the next year.
- b. Cash out any unused PTO
- c. Transfer any unused PTO to EIB
- d. Or a combination of the above options.

If an election is not received by the defined due date each year, Providence will carry over the maximum amount of PTO allowed and cash out the remainder to the employee. Employee elections, once made, are irrevocable for that plan year.

**10.3 Use of PTO.** Employees may use accrued PTO hours for personal time off (i.e., vacations, holidays, etc.) with advance approval of their supervisor. Department needs and work requirements shall be taken into consideration.

**10.4 Scheduling of PTO.** In scheduling vacations, each department will establish guidelines for scheduling and approving time off. PTO may be scheduled in increments of at least one day or less if used for low census hours; however, employees are encouraged to take PTO in weekly blocks. The Clinical Laboratory Services department will continue its current PTO scheduling practices.

In coordination with department needs and work requirements regarding the number of employees who may take vacation at one time, the Care Management Department shall bid annually on vacations to be taken in the following year (e.g., a 1/1-1/15/2000 bidding period for 2/1/00-1/31/01 vacations) based on seniority, provided the employee requests PTO during the set bidding period, and may be limited in cases of conflict to two weeks during the prime time (Memorial Day through Labor Day weekend and Thanksgiving through January 2). In this department, requests submitted outside of the bidding period shall be considered on a first-come first-serve basis, and shall receive a response within fourteen (14) days.

**10.5 Use of EIB.** EIB hours may be used for days off work due to illness or injury, after the employee has been off the shorter of two (2) workdays scheduled or sixteen (16) hours. If an employee is hospitalized as an in-patient during an illness or injury, or has outpatient surgery requiring three (3) or more weeks of recovery before returning to work, EIB may be used from the first day of absence. In the case of catastrophic illness, such as cancer, which requires follow-up treatment, EIB may be used to cover the treatment. In the event of an occupational injury, PTO and/or EIB (on the third consecutive workday) may be used at the employee's request, for lost work time not covered by Worker's Compensation Insurance. It can be integrated with Worker's Compensation to the extent available to continue normal earnings.

**10.5.1 EIB Upon Retirement.** EIB hours accrue on an on-going basis up to a maximum of 1,040 hours. Upon retirement from the Sisters of Providence, 25% of the EIB balance should be paid out.

**10.6 Proof of Illness.** Employees may be asked to submit satisfactory evidence of injury, illness, or disability for themselves or a dependent child, ill spouse or parent as a condition of payment of EIB benefits upon request of the Employer.

**10.7 Notification.** Employees are expected to notify their supervisor 90 minutes prior to the start of their scheduled day shift and 3 hours prior to the start of their scheduled evening/night shift when it is known that they will be unable to work due to illness or disability (whether personal or due to the need to care for a dependent child, or seriously ill spouse or parent).

**10.8 Payment Upon Termination.** Following six (6) months of employment, upon voluntary termination, retirement, or transfer to per diem or on call status, 100% of all eligible accrued PTO hours will be paid out. Employees who fail to give proper notice of termination or whose employment is terminated for reasons of (or normally defined as) criminal misconduct will forfeit PTO pay.

## ARTICLE 11- HEALTH BENEFITS & SAFETY

**11.1 Insurance.** Medical, dental and long-term disability insurance shall be available through the employer for all benefit eligible (0.5 – 1.0 FTE) employees beginning the first of the month following date of hire in an eligible status. Premiums paid by the employer (based on core plan) will be based on benefit eligibility (0.5 – 1.0 FTE).

Benefit eligible bargaining unit employees shall participate in the same plans as the nurses' bargaining unit at PRMCE, with the same plan design including deductibles copays, premiums, wellness incentives, etc. related to medical dental and long-term disability insurance.

**11.2 Health Tests.** All employees shall participate in the Employer's tuberculosis and rubella screening programs consistent with state law and the Employer's occupational health policies and procedures. The Employer will address additional occupational health needs consistent with state and federal requirements and, as appropriate, consistent with recommendations and guidelines of the Centers for Disease Control, local and state health departments and community standards. The Employer will provide Hepatitis "B" vaccine, without cost, to any employee, upon request to the Employee Health Services.

**11.3 Workers' Compensation and Unemployment Compensation.** The Employer will provide Workers' Compensation insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

## **ARTICLE 12 - RETIREMENT PLAN**

Employees covered by this Agreement shall be eligible to participate in the retirement plan of the Employer as that plan may be amended from time to time. As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least thirty (30) days' advance notice before implementation of any change.

## **ARTICLE 13 - LEAVES OF ABSENCE**

**13.1 Request for Leave.** Any leave of absence must be requested from the Employer as far in advance as possible, stating the reason for the leave and the amount of time requested. All leaves of absence shall be without pay unless specifically provided for herein or agreed to by the Employer. The denial of a request for a personal leave of absence shall not be subject to grievance or arbitration.

**13.2 Maternity Leave.** A maternity leave of absence shall be granted upon request of an employee for the period of time that the employee is sick or temporarily disabled due to pregnancy or childbirth. All leaves of absence shall commence on the first day of absence from work. If the employee's absence does not exceed the actual period of disability due to pregnancy or childbirth, the employee is entitled to return to work with the same unit, shift and FTE status. The employee may use accrued EIB and PTO during the maternity leave. The employee may be asked to provide a statement from her health care provider verifying the period of physical disability and her fitness-for duty. Employees on approved maternity leave who are not eligible for Family and Medical Leave will have the option of continuing their group medical coverage at their own expense during a maternity leave.

**13.3 Health Leave.** After six (6) months of continuous employment, a leave of absence for health reasons may be granted upon the recommendation of a physician for the period of disability, up to six (6) months, without loss of accrued benefits to the date such leave commences. Such approval will not be unreasonably withheld. If the employee is eligible, this leave shall run concurrently with FMLA and the employee shall return to work to the same classification and FTE status if the employee's absence does not exceed that allowed under FMLA. If the employee does not qualify under FMLA, or upon expiration of the FMLA leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee has applied and is qualified.

Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position. Employees on approved health leave who are not eligible for Family and Medical Leave will have the option of continuing their group medical coverage at their own expense.

**13.4 Family and Medical Leave.** As required by Federal Law, upon completion of one (1) year of employment, any employee who has worked at least 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 Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.



If a particular period of leave qualified under both the Family Medical Leave Act of 1993 (FMLA) and applicable law, the leaves shall run concurrently. This leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal law whichever is more broadly construed. The employee may elect or the Employer may require the employee to use any accrued paid leave time during the leave of absence for which the employee is eligible under the Employer's policies. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

**13.5 Military Leave.** A leave of absence required in order for an employee to maintain status in a military reserve of the United States shall be granted in accordance with the law.

**13.6 Related Study.** After one (1) year of continuous employment, permission may be granted for a leave of absence for job-related study, without loss of accrued benefits, providing such leave does not jeopardize hospital service.

**13.7 Compensation, Benefits and Status.** Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Employer. An employee on a leave without pay shall not lose seniority during the leave of absence.

**13.8 Return to Work.** An employee who indicates his/her availability to return to work on a timely basis in accordance with an approved leave of absence agreement shall be offered the first available opening for which the employee has applied and is qualified.

**13.9 Witness Leave.** Any employee who is called to be a witness on behalf of the Employer shall be paid for such time at the straight time rate of pay, including any applicable shift differential. In the event that an employee is subpoenaed to testify in any other judicial proceeding, the employee will be given time off without pay.

**13.10 Jury Duty.** Full-time and part-time employees who are required to serve on jury duty shall be compensated by the Employer up to four (4) weeks of their normal straight-time rates of pay upon presentation of their summonses to their Department Managers. An employee must notify his/her Department Manager as soon as possible so that arrangements can be made to cover the employee's position during the intended absence. The employee's timecard must indicate that the employee is serving on jury or witness duty. The straight-time rate of pay, including any applicable shift differential, will be given for the number of hours of the employee's regular schedule for each scheduled work day missed, providing that the employee submits proof of jury-duty service.

An employee working the evening shift will be released from his/her shift on the day of jury duty. An employee working nights will be released either the shift ending on the day jury duty begins or the shift beginning on the day jury duty ends, as the employee may request.

**13.11 Bereavement Leave.** Leave up to twenty-four (24) hours with pay will be allowed for death in an employee's immediate family, or up to forty (40) hours with pay to attend to family bereavement needs for the employee's spouse, significant other, or child. Bereavement time should be taken within a fourteen (14) calendar day period unless a different period of time is mutually agreed to by the employer and employee. Part-time employees will be paid for those hours they were scheduled to work falling within this fourteen (14) day period. The Hospital will pay the employee at the straight time rate of pay, including any applicable shift differential. Unpaid time off will be allowed for employees who have elected pay in lieu of PTO/EIB. Per diem employees and those employees opting for pay in lieu of PTO/EIB are not eligible for paid bereavement leave. "Immediate family" shall be defined consistent with PRMCE policy. The Department Manager may also approve additional time off as (a) leave without pay or (b) annual leave.

“Immediate family shall be defined as:

1. Current spouse or domestic partner
2. Child
3. Parent
4. Sibling
5. Stepparents/stepchild/step-sibling
6. Grandparent/grandchild
7. A person who stood in loco parentis (legal responsibility of a person to take on the functions and responsibilities of a parent)
8. Current in-law relationships through marriage or partnership of the above

Up to five (5) days of unpaid time off may be allowed for verifiable catastrophic events outside the employee's control. Such requests shall not be unreasonably denied.

#### **ARTICLE 14 - NO STRIKE/NO LOCKOUT**

It is agreed that, during the term of this Agreement, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slow down, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any employee participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

This provision shall not be interpreted to prohibit an individual employee from participating in picketing or other publicity activity engaged in by a labor organization other than the Union, so long as the employee is off work and on their own time and neither the Union nor any of its agents encouraged the employee to engage in such activity.

#### **ARTICLE 15- COMMITTEES**

**15.1 Labor Management Committee.** The Employer, jointly with the Union appointed representatives of the employees covered by this Agreement, shall establish a Labor Management Committee to assist with the administration of this agreement. The purpose of the Labor Management Committee shall be to foster improved communications between the Employer and the staff. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of representatives of management and representatives of the employees covered by this Agreement with up to five (5) from each group. All members of the Committee shall be employees of the Hospital. A Union staff representative may attend at the request of the bargaining unit employees. When mutually agreed upon, additional resource people may be invited to attend for the purpose of providing information on an agenda item before the Labor Management Committee.

The Committee shall meet at least quarterly, additional meetings may be scheduled by mutual agreement.

**15.2 Safety Committee.** Bargaining unit employees may participate in the election of representatives for Employer's Safety Committee subject to state law requirements.

**15.3 Compensation.** Members of the labor management committee shall be compensated for attendance at committee meetings at their appropriate rates of pay. Hours compensated outside of an employee's regular work schedule shall be paid at the employee's appropriate rates of pay and shall not be counted as hours

worked for the purpose of computing overtime. Other premiums shall not be applicable to time spent in committee meetings. Non-members will not be compensated. Committee members will be released to attend meetings with notice prior to the posting for the final schedule. If the final schedule is posted, committee members are responsible to find a replacement.

## ARTICLE 16 – EDUCATION

**16.1 In-Service.** In-service education programs shall be maintained and made available to all shifts and to all personnel, with programs posted in advance. The posting will include whether attendance is mandatory. Time spent at in-service meeting will be paid at the appropriate rate of pay.

**16.2 Expenses.** The Employer will reimburse employees for all approved expenses the employees incur while attending educational offerings at the request of the Employer.

**16.3 Voluntary Employee Professional Development.** After one (1) year of continuous employment, subject to budgetary considerations and satisfactory employee job performance, employees will be provided voluntary professional development leave per calendar year for the purpose of enhancing the employees' clinical skills (at base rates of pay) according to the following schedule:

FTE at Time Leave is Requested:	Per Diem, less than 16 hours – not eligible
	0.2 – 0.59 hours per week – 8 hours
	0.6-0.79 hours per week – 16 hours
	0.8-1.0 hours per week – 24 hours

Employees in the Nutritional Services Department in this bargaining unit as of the date of ratification shall receive twenty-four (24) hours of educational leave time regardless of FTE.

Hours spent participating in voluntary professional development will not be counted as hours worked for purposes of calculating overtime.

**16.4 Continuing Education and Professional Development Expenses.** Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition and registration fees and certification exams, up to the amount set forth for each employee in the following reimbursement schedule. Such financial assistance shall be subject to the approval of the subject matter, verification of attendance and/or completion of the course, and temporary budgetary and staffing constraints as determined by the manager. Unused amounts shall not be carried from one calendar year to the next. No employee shall be unreasonably denied a request for continuing education and/or professional development leave.

FTE	Dollars
0.8-1.0	\$600.00
0.6-0.79	\$400.00
0.3-0.59	\$300.00
0.1-0.29	\$200.00

Any per diem employee who has worked at least Five Hundred Seventy-Six (576) hours in the prior calendar year shall be eligible for one hundred dollars (\$100) continuing education expense reimbursement the following calendar year.

**16.5 Tuition Reimbursement.** Beginning July 1, 2022 after a 180 day introductory period, all caregivers with an FTE of 0.75 or above may be reimbursed up to \$5,250. Beginning July 1, 2022, after a 180 day introductory period, all caregivers with an FTE of 0.5-0.74 may be reimbursed up to \$2,625. Use of funds must be approved by management pursuant to the Tuition Education Reimbursement Policy.

**16.5.1 Student Loan Forgiveness Program.** The Employer will comply with Public Service Loan Forgiveness programs and provide necessary information or signatures for employees requesting any forms or materials therefore.

## ARTICLE 17- GRIEVANCE AND ARBITRATION

**17.1 "Grievance" Defined.** A "grievance" is defined as any alleged violation of the terms and conditions of this Agreement. A grievance shall be submitted to the following grievance procedure.

**17.2 Time Limits.** Time limits set forth in the following steps may be extended only by mutual consent of the parties involved. A time limit which ends on a Saturday, a Sunday or a holiday designated in Article 8.5 hereof shall be deemed to end at 5:00 p.m. on the next following business day. Failure of an employee or the Union to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer or the Union to comply with the time limits set forth below shall result in the grievance being automatically elevated to Step 2 or Step 3, as the case may be, without any action necessary on the part of the employee or the Union.

### 17.3 Procedure

**Step 1. Employee and Manager.** The employee shall first attempt to resolve the problem with the employee's immediate supervisor and no later than twenty one (21) calendar days from the date the employee was or should have been aware that a grievance existed. The employee may request a Union Representative or a Shop Steward be present for this meeting. The immediate supervisor shall be given fourteen (14) calendar days to respond to the grievance.

A Union representative including a shop steward may present a group grievance where the occurrence actually involved at least four (4) employees in the bargaining unit which shall be named in the grievance. The Union may choose to present such a group grievance at Step 1 if the affected employees have the same manager. Otherwise, the grievance will be presented at Step 2.

**Step 2. Employee, Union Representative and Department Director.** If the matter is not resolved at Step 1, the employee or the Union shall reduce the grievance to writing and shall present it to the Department Director within fourteen (14) calendar days of the immediate supervisor's decision. The written grievance shall contain a description of the problem, the specific section of the contract that allegedly has been breached, the date it occurred and the corrective action the grievance is requesting. A conference between the employee, the Union Representative, the Department Director and a Human Resource representative shall be held. The Department Director shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

**Step 3. Employee, Union Representative and Human Resources.** If the matter is not resolved at Step 2, the grievance shall be referred in writing to the Human Resources designee within fourteen (14) calendar days of the Department Director's decision. A conference between the employee and the Union Representative and the Human Resources designee shall be held. The Human Resources designee shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

**Step 4. Mediation (Optional).** The Employer and the Union may mutually agree to submit an unresolved grievance to mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process may be terminated through written notice to the other party at any time.

**Step 5. Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the union have complied with the specific procedures, requirements and time limitations, either party may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply of the Human Resources designee. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains, with the party requesting arbitration to strike the first name. The person whose name remains shall be the arbitrator. The parties will strive to have arbitrations scheduled within six (6) months of the date of the letter moving the grievance to arbitration. The Arbitrator's decision shall be final and binding, subject to the limits of authority stated herein. The parties agree to use reasonable measures to protect the privacy of the parties and witnesses.

The Arbitrator shall have no authority to add to, delete from, disregard, alter or otherwise change or modify any of the provisions of this Agreement but shall be authorized only to interpret the specific facts of the issue in dispute. The Arbitrator shall base his or her decision solely on the specific contractual obligations expressed in this Agreement. The Arbitrator shall have no authority to reverse the Employer's judgment or exercise of discretion in management decisions involving patient care, providing such decisions are not in violation of other provisions of this Agreement, and shall not substitute his or her judgment for that of the Employer where the Agreement reserves judgment to the Employer. The Arbitrator shall not require either the Employer or the Union to take or refrain from taking any action unless it is clear from the express words of this Agreement that such result was mutually intended. The Arbitrator shall have no authority to award punitive damages.

Each party shall bear one-half (1/2) of the fee of the Arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. All other expenses, including but not limited to legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case in this or any other forum shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

This grievance procedure shall terminate on the expiration date of this Agreement unless this Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of this 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.

## **ARTICLE 18 – GENERAL PROVISIONS**

**18.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, valid executive orders of the President of the United States or the Governor of the State of Washington, and valid 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 this 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 provision.

**18.2 Complete Agreement.** The parties acknowledge that during the negotiations which resulted in this

Agreement, each 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 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 Employer and the Union, for the term 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 discussed during negotiations or covered in this Agreement, whether or not such subject or matter may have been within the knowledge or contemplation by either or both of the parties. 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.

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

#### ARTICLE 19 – DURATION

This Agreement shall be effective on the date of ratification and continue in effect until March 1, 2025, and from year to year thereafter unless either party gives to the other written notice to open this Agreement at least ninety (90) days prior.



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Darren Redick, Chief Executive Officer  
Providence Regional Medical Center Everett

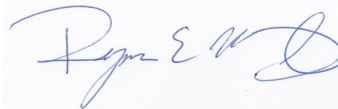


Faye Guenther, President  
UFCW 21



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Kathleen Groen, Director Human Resources  
Providence Regional Medical Center Everett



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Regan McBride, Negotiator  
UFCW 21

## APPENDIX A

Bargaining Unit position classifications include: All full-time, regular part-time and per diem professional employees employed by the Employer at its Colby Campus, located at 1700 13th Street, Everett, Washington, and its Pacific Campus, located at 916 Pacific Ave., Everett, Washington, employed in the following job classifications: Advance Practice Dietitian I & II, Care Coordinator, Clinical Documentation Specialists, Counselor, Dietitian, Transition Planner MSW, Medical Lab Tech, Medical Technologist ASCP, Medical Technologist Sr., Occupational Therapist, Physical Therapist, Recreation Therapist, Speech Language Pathologist, Transition Planning.

In the event that new positions are created by the Employer that would be similar in responsibility, duties, scope or performance to those of existing positions covered under this Agreement, the Employer agrees to notify and inform the Union of the new position.

Bargaining unit positions excluded: All other employees, employees working at the Pavilion, located at 900 Pacific Ave., Everett, Washington and all other locations, all employees represented by other labor organizations, employees employed by Providence Medical Group, office clerical employees, pharmacists, confidential employees, temporary employees, and guards and supervisors as defined by the Act.



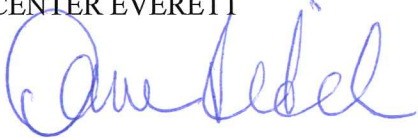


**LETTER OF UNDERSTANDING**

**Article 8.12 Meal/Rest Periods.**

Nothing herein shall interfere with current department practice in regard to meal and rest periods.  
This Agreement is executed by the parties on \_\_\_\_\_, 2022.

PROVIDENCE REGIONAL MEDICAL  
CENTER EVERETT



\_\_\_\_\_  
Darren Redick, Chief Executive Officer  
Providence Regional Medical Center Everett

UNITED FOOD AND COMERCIAL  
WORKERS, LOCAL 21

\_\_\_\_\_  
Faye Guenther, President  
UFCW 21



\_\_\_\_\_  
Kathleen Groen, Director Human Resources  
Providence Regional Medical Center Everett

\_\_\_\_\_  
Regan McBride, Negotiator  
UFCW 21

## LETTER OF UNDERSTANDING

**Parking.** Bargaining Unit employees will pay for parking under the same terms and conditions as all other represented bargaining units at PMRCE, with anticipated effective date no earlier than October 1, 2023, at the following rates:

- \$25.00 per month for .6 FTE and higher
- \$15.00 per month for .5 FTE and lower
- \$4.00 per day if caregivers do not choose monthly parking.

The above rates will not be changed during the term of this Agreement. A member of this bargaining unit may be included on the "Paid Parking and Single Occupancy Vehicle Caregiver Involvement Team", which is set to be established no later than ninety (90) days before implementation of the above implementation date, and may discuss items such as commuter benefits, reimbursements for claims involving unavailable parking by monthly payors, safety issues, and the feasibility of complimentary hospital shuttling. The Hospital and Union also agree to jointly request assistance from local government authorities to mitigate the need for paid parking through adjusted bus routes or other incentives to promote public transportation.

The Hospital will develop a "Paid Parking Assistance Fund" ("Fund"), to be funded and awarded at its discretion. A simple application form will be developed no later than sixty (60) days after the paid parking going into effect. The Fund and applications will be administered by Human Resources, or its designee.

**Bonus.** Should the parties come to a tentative agreement within the agreed upon five sessions provided for during this abbreviated bargain, or a mutually agreed upon additional abbreviated bargaining session, PRMCE agrees to pay the following two bonuses:

1. PRMCE will pay all active full-time, part-time, and per diem employees a \$1,750 bonus (prorated by FTE), less applicable withholdings and deductions, on the next full payroll date following the date of ratification of this Agreement. Per diem employees will be considered as having a 0.25 FTE
2. PRMCE will pay all full-time, part-time, and per diem employees (prorated by FTE), less applicable withholdings and deductions, who are employed in the bargaining unit on the active payroll both on the ratification date of the Agreement and one year from the ratification date of the Agreement a \$3,250 bonus. This bonus shall be paid on the next full pay period following the 1-year anniversary of ratification of this Agreement. Per diem employees will be considered as having a 0.25 FTE.

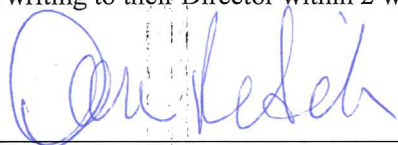
**Leave and Time-Off Program.** The Union and Employer agree to meet on a regular basis for one year following ratification, or for a mutually agreed upon extended time period to discuss the potential implementation of a new time-off and leave program during the life of this Agreement, provided the program is mutually agreeable to the Union and the Employer. Should no mutually agreeable solution be reached on the details of the new time-off and leave program, the current contract language will remain in force for the duration of the agreement.

**Employee Professional Development Budget.** Upon request, the Hospital will provide each year's budgeted amount for professional development funds of the labor management committee.

**Dietitians.** Upon ratification of this agreement, Advance Practice Dietitian I and Advance Practice Dietitian II shall be combined into one wage scale of Advance Practice Dietitian at Grade 9. All currently employed Advance Practice Dietitians (I & II) will be placed on the Advance Practice Dietitian scale.

For employees on the active payroll upon ratification of the Agreement, Advancement from Dietitian to Advance Practice Dietitian will continue to require 2 years of experience and a certification. New hires after ratification of the Agreement shall require 4 years of experience and a certification for advancement from Dietitian to Advance Practice Dietitian.

**Placement of Emergency Department Crisis Counselors.** The parties agree that all EDCC will be placed on the union scale based on their years of experience in their role, and will provide their experience in writing to their Director within 2 weeks from ratification.



Darren Redick, Chief Executive Officer  
Providence Regional Medical Center Everett



Faye Guenther, President  
UFCW 21

# THE UNION DIFFERENCE

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

## A Voice at Work

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

## Right to Union Representation

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

## Just Cause for Discipline

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

## The Security of a Union Contract

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

## Union Leadership

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

# My Shop Steward is:

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# My Union Rep is:

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

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

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

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

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

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

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

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

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

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

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

UFCW3000



**UFCW3000**

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

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