

Agreement by and between  
**UFCW 3000**  
and  
**PROVIDENCE MOUNT CARMEL HOSPITAL**

**Registered Nurses**

Effective: 08-01-2022 – 07-31-2025

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





# WEINGARTEN RIGHTS

## Your Right to Union Representation

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

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

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

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

## Discipline? Contract violations?

## Call the Member Resource Center

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

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

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This Agreement is made and entered into by and between the UFCW Local 3000, hereinafter referred to as the "Union" and Providence Mount Carmel Hospital, hereinafter referred to as the "Hospital" or the "Employer". 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.

## **PREAMBLE**

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours and other conditions of employment, and to provide an orderly system of employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

It is intended that this Agreement will meet, among others, the following purposes:

- 1) To provide for the highest degree of efficiency and effectiveness in the accomplishment of the mission of Providence Mount Carmel Hospital;
- 2) To promote fair and reasonable working conditions; and
- 3) To adjust promptly any grievances arising under this Agreement.

## **ARTICLE 1 - RECOGNITION**

**1.1 Recognition.** The Employer recognizes the Union as the sole representative for all registered nurses employed by the Employer at Providence Mount Carmel Hospital, Colville, Washington, as full-time, part-time and supplemental resident nurses, staff nurses, obstetrical staff nurses, or charge nurses; excluding registered nurses in managerial, supervisory, confidential, administrative, or certified nurse anesthetist positions, and all other employees.

## **ARTICLE 2 - MEMBERSHIP**

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

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

(30) calendar days from the date of hire, with a copy furnished to the Employer.

In the event a newly-employed bargaining unit nurse fails to exercise the foregoing option within thirty (30) days, then said nurse shall be required to become a member of the Union (or pay the service fee) within sixty (60) calendar days from the date of hire. Failure to comply with this condition after the passing of sixty (60) calendar days shall, at the written request of the Union, result in immediate discharge of the nurse.

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

**2.2 Dues Deduction.** Upon presentation of a voluntarily submitted, individually signed dues deduction form in the form of Appendix A, the Hospital agrees to deduct from the paycheck of any registered nurse in the bargaining unit the monthly dues required of members by the Union. The amounts deducted and a roster of all nurses using the payroll deduction will be transmitted by the Hospital to the Union by check payable to the Union's order each month. Upon issuance and transmittal of this check to the Union, the Hospital's responsibility shall cease with respect to the deductions. The Union and each employee authorizing the assignment of his/her wages for the payment of Union dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, actions or proceedings arising from any dues deduction made hereunder by the Hospital. The deduction of Union dues may be terminated by an employee on written notice to the Hospital and the Union.

**2.3 Bargaining Unit Information.** Monthly, the Employer shall provide the Union with a list of the registered nurses in the bargaining unit, their home address and telephone number, position held, status (i.e., full-time, part-time or supplemental), date of hire, current rate of pay and the last four digits of the employee's social security number.

### **ARTICLE 3 - UNION REPRESENTATION**

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

**3.1.1 Exclusive Representative.** The Union, as the sole and exclusive representative of the bargaining unit employees, shall have the exclusive right to represent nurses in the contractual grievance procedure herein.

**3.2 Bargaining Unit Representative.** The Union shall have the right to select Stewards



from among the nurses in the unit. Stewards shall be recognized by the Employer when the Union has given the Employer written notice of the selection.

**3.2.1 Union Business.** Union business performed by a Steward will be conducted during non-working hours (i.e., rest breaks, meal periods, and before or after shift). With the prior approval of the Employer, a bargaining unit officer may be paid for time spent in grievance meetings with management.

**3.2.2 New Hire Orientation.** With prior supervisory approval, a Steward will be given unpaid leave for one half-hour during the newly hired nurse's general orientation day to introduce this Agreement to newly-employed bargaining unit nurses. The Human Resources Department will provide notice to the bargaining unit member(s) designated by the Union, within seven (7) calendar days of the date of hire, of the name, unit, and general orientation date of any newly hired bargaining unit nurse.

**3.2.3 Negotiations.** Subject to notification by the nurses to their appropriate supervisor and scheduling requirements, the Employer will endeavor to give negotiating team members unpaid release time for contract negotiations. Time spent during negotiations will be treated as time worked for the purposes of seniority and benefits accrual.

**3.3 Bulletin Boards.** The Union will provide a bulletin board which the Employer will designate for the use of the bargaining unit for the posting of official Union notices. Any notice shall be signed by a Steward or the Union Representative and approved by the Employer prior to posting. Courtesy copies, when possible, shall be provided to the Vice President of Patient Care Services or designee.

**3.4 Distribution of Agreement.** The Union shall distribute a copy of the Agreement to each nurse presently employed. The Union will provide copies of this Agreement to the Hospital and the Hospital will distribute such copies to each newly hired nurse. The cost of reproducing this Agreement shall be borne by the Union. If the Union provides additional copies of this Agreement to the Hospital, nurses may obtain them from the Hospital's Human Resource Department.

**3.5 Meeting Rooms.** No more frequently than three times a calendar quarter, the Union may be permitted to use designated premises of the Hospital in the evening for meetings of the local unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made, space is available, nurses are attending outside of working time, and provided further that such meeting facilities shall not be utilized by the Union to organize, directly or indirectly, employees not in the bargaining unit and such facilities are only used for registered nurse activities.

**3.6 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 4 - DEFINITIONS**

**4.1 Resident Nurse.** A resident nurse is a Registered Nurse whose acute care clinical experience is less than six hundred twenty-four (624) hours within the six months after receiving his/her RN license. A resident nurse shall be assured a planned training program of at least three hundred twenty (320) hours to be completed during twelve (12) consecutive calendar weeks, unless a shorter period is mutually agreed upon in writing by the nurse and the manager with the input of the preceptor(s). A resident nurse will provide nursing care to patients under the direction of a preceptor according to the residency training program policy and procedure. The resident nurse will be included in acuity staffing only to the extent allowed by the residency training program policy and procedure. Resident nurses shall not be assigned charge duties. Such nurse's performance shall be reviewed on an on-going basis during the residency period by the Chief Nursing Officer or designee. Residency shall not exceed six (6) continuous months unless there is a mutually agreed upon extension between the nurse and manager with input from the preceptor(s).

**4.2 Staff Nurse.** A registered nurse, currently licensed in Washington, who is responsible for the direct and indirect care of the patient.

**4.3 Charge Nurse.** A staff nurse who is assigned leadership responsibilities by Nursing Administration as to other staff nurses or health care workers in addition to providing nursing services. A nurse who is assigned charge duties shall receive the charge premium for charge assignments of one (1) or more hours in duration.

**4.3.1** If the Hospital eliminates the charge nurse classification, the Hospital will notify the Union in advance and give the Union the opportunity to discuss the impact of this decision on the nurses covered by this Agreement.

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

**4.5 Regular Part-Time Nurse.** A nurse who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the probationary period. Unless otherwise provided herein, a part-time nurse shall be compensated in the same manner as a full-time nurse except that wages and benefits shall be prorated in proportion to the employee's actual hours worked.

**4.6 Supplemental Nurse.** A nurse who is hired to work during any period when additional work of any nature requires a temporarily augmented work force, or who is hired to work in the event of an emergency or employee absenteeism, or who is hired to work on an on-call basis.

**4.6.1 Pay Practices.** Supplemental nurses shall receive longevity increments and shall be eligible for overtime, shift differential, weekend premium, callback pay, standby pay, charge pay, certification pay, and one and one-half (1½) times their hourly rate of pay for all hours worked on a recognized holiday. They shall also receive one and one-half (1½) times their hourly rate of pay for all hours worked on a weekend shift (as defined in Section 7.5) if they had not previously made themselves available for that weekend shift (as defined in Section 4.6.2.5) and they are requested to work that shift with less than two (2) hours notice before its start time.

**4.6.2 Wage Differential.** In lieu of all employee benefits or premium pay (except for overtime, shift differential, weekend premium, callback pay, standby pay, charge pay, certification pay, and one and one-half (1½) times the hourly rate of pay when a recognized holiday is worked), supplemental nurses shall be paid a wage differential above their longevity increment based upon their applicable availability tier.

**4.6.2.1 Tier 1.** Supplemental nurses at Tier 1 must make themselves available to work at least three (3) 8-hour shifts, or two (2) 10-hour shifts, or two (2) 12-hour shifts in a six (6) week period (two of which must be night shifts and one of which must be a weekend shift as defined in Section 7.5) and at least two (2) holidays per year (one of which must be either New Years, Thanksgiving or Christmas). Tier 1 supplemental nurses will receive a wage differential of twelve percent (12%) above their longevity increment.

**4.6.2.2 Tier 2.** Supplemental nurses at Tier 2 must make themselves available to work at least six (6) 8-hour shifts, or four (4) 10-hour shifts, or four (4) 12-hour shifts in a six (6) week period (two of which must be night shifts and two of which must be weekend shifts as defined in Section 7.5) and at least three holidays per year (one of which must be New Years, Thanksgiving or Christmas, and one of which must be Memorial Day, July 4 or Labor Day). Tier 2 supplemental nurses will receive a wage differential of sixteen percent (16%) above their longevity increment.

**4.6.2.3 Tier 3.** Supplemental nurses at Tier 3 must make themselves available to work at least twelve (12) 8-hour shifts, or ten (10) 10-hour shifts, or eight (8) 12-hour shifts in a six (6) week period (three of which must be non-day shifts and three of which must be weekend shifts as defined in Section 7.5) and at least three holidays per year (one of which must be New Years, Thanksgiving or Christmas, and one of which must be Memorial Day, July 4, or Labor Day). Tier 3 supplemental nurses will receive a wage differential of twenty percent (20%) above their longevity increment.

**4.6.2.4** The weekend, holiday, or evening and night shift components of the availability standards shall not apply to supplementals who are only trained/oriented to units which do not regularly schedule full- or part-time nurses during such hours, unless they can meet such components by making themselves available to cover scheduled standby in such units.

**4.6.2.5 Supplemental Availability.** To make her/himself available a supplemental nurse must notify the scheduling supervisor in writing by no later than the schedule request deadline of the shifts s/he is available to work. With regard to availability on weekend shifts, when the supplemental gives written notice to the scheduling supervisor, the supplemental nurse must rank in order of preference his/her availability for all weekend shifts in the six (6) week period. If there is an overlap on the order of preference for the weekend shift(s) that the supplemental nurses make themselves available to work, the scheduling supervisor will accept the supplemental nurses' available weekend shift(s) based on his/her tier in order of bargaining unit seniority (e.g., supplemental nurses with less seniority would have a lower ranked weekend shift(s) either scheduled or designated as their available weekend shift(s) in accordance with their tier availability standard). Whenever a supplemental nurse is not scheduled in advance for all his/her available shift(s) or some other combination of mutually acceptable shifts that satisfies his/her tier availability standard, the supplemental nurse must continue to be available to work the remainder of his/her available shifts up to the start time for such shifts.

**4.6.2.6 Changes in Tiers.** Newly hired supplementals shall provide notice of the availability tier they intend to meet on or before their date of hire. At or about the end of each three (3) month period (April-June; July - September; October-December; January - March), the scheduling supervisor will determine whether a supplemental nurse has met the availability requirements of his/her applicable tier. In making this determination, the scheduling supervisor shall have the discretion to substitute non-recognized holidays or other days/periods when supplementals made themselves available to work shifts that were difficult to cover, such as Christmas Eve, New Year's Eve, Easter, Spring Break, Mother's/Father's Days, etc. If the scheduling supervisor determines at or about the end of the designated three (3) month period that a supplemental nurse has failed to make him/herself available to work as required under his/her current tier, such nurse for the next three (3) month period shall be transferred by the Hospital to the tier level that reflects the extent to which the nurse actually made him/herself available to work during the three (3) month period that just ended. During a current three (3) month period the Hospital may also address a supplemental nurse's repeated failure to make him/herself available according to his/her tier, through progressive discipline. Supplementals who do not meet their applicable availability requirements may also be removed from the supplemental roster by the Hospital at or about the end of the designated three (3) month period. Additionally, a supplemental nurse who has met or exceeded his/her tier's availability standard during the current three (3) month period may change his/her tier effective the beginning of the next three (3) month period. The three (3) month reviews of the supplemental's actual availability will be shared with the Nurse Staffing Committee.

**4.6.3 Supplemental Utilization Review.** Any position that is regularly augmented by supplemental RNs over a nine (9) month period of time shall be evaluated by the Conference Committee/Nursing Practice Committee. Evaluation of all hours worked by supplemental nurses shall become a regular agenda item for the Nurse Staffing Committee to be reviewed as needed.

**4.7 Probationary Period.** The first three (3) calendar months shall be considered a probationary period for all full-and part-time nurses. A nurse's probationary period may be extended in writing by the Hospital for up to an additional three (3) months. After successful completion of the probationary period, the nurse shall be considered a regular employee. During the probationary period, a nurse may be terminated without notice or cause and without recourse to the grievance procedure.

**4.8 Preceptor.** A nurse assigned to provide close direction and support and to serve as a resource for resident nurses. Preceptors may also be assigned to selected orientees and other nurses as directed by Nursing Management. All hours assigned as preceptor shall be compensated at the preceptor rate of pay. Preceptor pay shall be paid in addition to Certification pay and/or other premium rates of pay. Nurses assigned as preceptor shall receive sufficient orientation prior to assuming the preceptor's role. Preceptor duties will be considered in direct patient care assignments. Preceptor assignments shall be determined by Hospital management with the agreement of the nurse.

## **ARTICLE 5 - EMPLOYMENT PRACTICES**

**5.1 Notice of Resignation.** Nurses who have completed the probationary period shall be required to give at least twenty-one (21) days written notice of resignation.

**5.2 Discipline and Discharge.** A regular nurse shall be disciplined or discharged only for just cause. A regular nurse who believes s/he has been disciplined or discharged without cause is entitled to appeal the discipline or discharge through the Grievance Procedure. The Employer uses progressive discipline except for situations for which immediate dismissal is appropriate. Which level of progressive discipline the Employer will use in a given situation will depend on the circumstances and severity of the employee's conduct or work performance as determined by the Hospital. Disciplinary actions (including a verbal counseling/warning) shall be documented in writing and a copy of the documentation shall be given to the nurse. Nurses may be requested to sign the written disciplinary action for the purpose of acknowledging receipt. After eighteen (18) months, if no further disciplinary action is applied, the employee may submit a written request seeking that written disciplinary notices be removed from his/her file. Any removal of material from the personnel file shall be at the sole discretion of the Chief Nursing Office and Human Resources Director.

**5.3 Union Representation.** A regular nurse will be informed of the right to and may request the presence of a Steward or Union Representative during any investigation that may lead to disciplinary action.

**5.4 Performance Review.** The Employer shall maintain a performance review program which should be considered as a step in bringing about and determining progress in personal and professional growth and development which results in quality patient care. Nurses normally receive a written review prior to the end of the probationary period and annually thereafter. Nurses shall acknowledge such review by signature; such signature will imply neither agreement nor disagreement with the review. An electronic copy of the review shall be available to the nurse. The nurse may provide a written response to the performance review which shall be

retained with the review in the nurse's personnel file.

**5.5 Personnel Files.** Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance reviews, any written response to performance reviews, personnel action forms, licensure and continuing education records, and records of disciplinary counseling/action. By appointment, nurses may inspect their personnel records at mutually convenient times. Copies of materials contained in the personnel file are available to the nurse upon request.

**5.6 Travel.** A nurse who, in accordance with Hospital policy, accompanies a patient traveling by ambulance shall be considered to be in the employ of the Hospital. All such time spent traveling shall be considered time worked. Overtime will apply when appropriate.

**5.6.1 Mileage and Meals.** Subject to prior supervisory approval, nurses required to use their personal automobile on Hospital business will be reimbursed for their mileage at the current IRS rate, plus up to \$30.00 per day for meals. Receipts for all expenses must be submitted to the Department Manager promptly upon return.

**5.7 Floating.** The Employer retains the right to change the nurse's daily work assignment on a shift-by-shift basis by floating the nurse to another work area in order to meet patient care needs. Nurses will be expected to perform all basic nursing functions when floating. Reasonable effort will be made to provide orientation to nurses required to float. This orientation may occur during low census hours. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing area to which such nurse is assigned to float. If during assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with her/his supervisor.

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

1. Travelers, if allowed by their contract.
2. Staff on overtime.
3. Volunteers.
4. Per diem staff, including supplemental staff.

The Employer reserves the right to adjust the order of implementation of low census time based upon the required skill levels and operational requirements of the Hospital. The Employer will attempt to make floating opportunities available to nurses subject to low census.

Low census hours will be tracked continuously. A nurse may request her/his year-to-date low census hours from the Staffing Office. If a nurse questions the low census hours credited to the nurse, s/he will contact his/her manager. If the nurse continues to question his/her credited year to date low census hours, the issue will be reviewed by the Nursing Practice/Staffing Committee. The Hospital will send the Union a list of the year to date low census and agrees to meet with the Union to discuss alternatives to reduction in force upon the Union's request

**5.9 Hospital Committees.** Employees shall be compensated for all time spent on established Hospital committees when they are members of the committee or are required to attend.

**5.10 Staffing.** The Hospital will endeavor to provide a level of staffing consistent with Department of Health and Joint Commission standards. In the event nurses have staffing concerns, they shall have the right to discuss such concerns with their supervisor. In the event the supervisor's response is unsatisfactory, the nurse may document the concern on the UFCW Staffing Assignment Concern Form for review by Nursing Administration. In the event Nursing Administration's response is unsatisfactory, the concern may be discussed by the Nurse Staffing Committee. The outcome of the Nurse Staffing Committee shall not be subject to the grievance procedure unless it creates an alleged violation of another provision of this Agreement that is subject to the grievance process. In such case, the contract provision allegedly violated will be the subject of the grievance; and in such case, the nurse shall have fourteen (14) days from the Nurse Staffing Committee meeting to file the grievance.

**5.11 Additional Hours.** Part-time nurses may request additional hours by notifying the Department Manager in writing by the schedule request deadline., Such notice shall describe the days and shifts when the part-time nurse is available to work additional shifts. The Employer will endeavor to utilize part-time nurses who make such requests before scheduling supplemental nurses, providing the part-time nurse is available and has the required skills, qualifications, and experience, and the additional hours do not create overtime or premium pay conditions. When there are multiple requests, regular part-time nurses who have made timely requests will be assigned additional shifts according to seniority on a rotating basis; provided, however, that the Hospital may include supplemental nurses in this rotation if it determines that such nurses need to be offered and assigned some shifts to ensure the supplemental nurse's skills, experience and orientation to the Hospital are maintained to an acceptable level.

## **ARTICLE 6 – SENIORITY**

**6.1 Definition.** Seniority shall mean a nurse's continuous length of service with the Hospital from the most recent date of hire as a registered nurse in the bargaining unit. Seniority shall not apply to a nurse until completion of the probationary period. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from the most recent date of hire as a registered nurse. Length of service as an employee of any Providence Services facilities shall be used to determine vacation and benefit accruals.

**6.1.1** When determining relative seniority among supplemental nurses, such nurses' seniority shall be calculated based on their most recent date of hire as a registered nurse in the bargaining unit. Once a supplemental nurse accepts a full- or part-time position his or her

seniority shall be determined according to Section 6.1. A registered nurse who accepts a position with the Hospital outside the bargaining unit shall have his/her bargaining unit seniority frozen, provided s/he does not have a break in employment with the Hospital. Such a nurse may utilize his/her frozen seniority in the future when applying for and after returning to a bargaining unit position. For purposes of bargaining unit seniority, his/her date of hire shall be adjusted to reflect the time period s/he worked outside the bargaining unit. Such a nurse's frozen seniority may not be used, while working outside the bargaining unit, to avoid a layoff from her/his non bargaining unit job by attempting to "bump" into the bargaining unit position under Section 6.3.

**6.2 Termination of Seniority.** Seniority shall terminate upon cessation of the employment relationship. For example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on layoff, twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures will all terminate a nurse's seniority.

**6.3 Layoffs.** In the event the number of full-time equivalent (FTE) registered nurses are to be reduced on a unit (acute care, critical care, operating department, emergency department, day surgery, endoscopy, recovery, and OB) the following procedure will be used:

**6.3.1** The Hospital shall post the revised schedule reflecting the new FTE positions which will be regularly scheduled. Full- and part-time nurses in the affected unit shall have five (5) days to bid on such posted positions based on seniority. The results of this bidding process shall be completed within seven (7) days of posting.

**6.3.2** Any nurse who has been unsuccessful in this bidding process due to his/her seniority shall have two (2) days to displace a less senior full- or part-time nurse in another unit, provided such displacement is conditioned upon the senior nurse's accepting the junior nurse's current position (e.g., FTE, shift(s) and schedule), the senior nurse will be able to perform the duties of the junior nurse without orientation or training, and the senior nurse has not already exercised her/his right to displace a junior nurse within the current layoff.

**6.3.3** Any nurse displaced by a more senior nurse as a result of Section 6.3.2 may in turn have two (2) days to displace a less senior nurse on the same conditions as s/he was displaced. Such process may continue according to the time limits until there are no further displacements which can be made by an affected nurse.

**6.3.4** Any nurse who is unsuccessful in bidding for a reposted FTE position on his/her unit or is displaced and unable to successfully displace a less senior nurse within the relevant time periods shall be laid off. Laid off full- and part-time nurses may add their names to the supplemental list without affecting their recall rights under Section 6.5.

**6.3.5** The Union and the nurses impacted by a layoff shall be given twenty-one (21) days advance notice of layoff by the Hospital. Upon request by the Union, the parties will meet for the purpose of reviewing the anticipated reduction in FTE positions, the revised FTE needs/schedule and the seniority ranking of the full- and part-time nurses on the affected unit. The Union's request for a meeting shall not, however, delay the bidding or displacement process. The notice given to the affected unit(s) through the posting process shall be considered notice of



layoff to the ultimately affected nurse(s), provided there shall be at least twenty-one (21) days between the posting and the effective date of layoff of any nurse(s) displaced through the operation of Sections 6.3.2 through 6.3.4.

**6.4 Roster.** After ratification, an updated seniority roster will be developed. In the event of a layoff, the seniority roster will be updated and available at the Human Resource Department.

**6.5 Recall.** Nurses on layoff status shall be placed on a recall list for a period of twelve (12) months from the date of layoff. When vacancies occur, nurses will be reinstated in reverse order of the layoff providing skills, ability, experience, competence and qualifications are considered equal in the opinion of the Hospital. The Hospital shall endeavor to reinstate the nurse to the same position held prior to layoff. Upon reinstatement, the nurse shall assume her/his previous seniority position and shall have his/her previously earned sick leave accrual balance and seniority restored. Nurses on layoff must keep the Employer informed as to current address and telephone number. Any recall of nurses out of seniority will be communicated to the bargaining unit representative in advance of the recall.

**6.6 Job Openings.** Notices of open registered nurse positions covered by this Agreement shall be posted on the internet at least five (5) calendar days in advance of filling the position in order to afford presently employed nurses the first opportunity to apply. In filling vacancies in positions covered by this Agreement, presently employed full- and part-time nurses shall be given first consideration on the basis of seniority; providing the skills, abilities, experience, competence or qualifications of the applicants are not overriding factors as determined by the Employer. To be considered for an opening, a nurse must submit an on-line application for each posted position. If, due to patient care considerations, the Hospital is unable to transfer a nurse who has successfully applied for a vacant position, that position may be filled on a temporary basis and the nurse will be notified as to when the transfer will be expected to occur.

## ARTICLE 7 - HOURS OF WORK AND OVERTIME

**7.1 Work Day.** The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8½) consecutive hours, or ten (10) hours of work to be completed within ten and one-half (10½) consecutive hours, or twelve (12) hours of work to be completed in thirteen (13) consecutive hours; provided, however, at the 12-hour shift nurse's request the second half-hour meal period may be waived so that the nurse's 12-hour shift is completed in twelve and one-half (12½) consecutive hours.

**7.2 Work Period.** The normal work period for employees scheduled for ten (10) hour shifts shall consist of forty (40) hours of work within a regularly recurring seven (7) day period. The normal work period for employees scheduled for twelve (12) hour shifts is thirty-six (36) hours of work within a regularly recurring seven (7) day period. The normal work period for employees scheduled to work eight (8) hour shifts shall consist of eighty (80) hours of work within a regularly recurring fourteen (14) day period.

**7.3 Overtime Definition.** All time worked in excess of the normal work day or forty (40) hours during one work week by employees exclusively scheduled to work either ten (10) or

twelve (12) hour shifts shall be considered overtime. All time worked in excess of eight (8) hours in one day or eighty (80) hours during a fourteen (14) day period by employees exclusively scheduled to work eight (8) hour shifts shall be considered overtime. All time worked in excess of the normal work day or forty (40) hours during one work week by employees working a mix of 8, 10 or 12 hour shifts shall be considered overtime. Overtime must be paid in accordance with applicable law and/or contractual provisions, and may not be waived by the nurse or the Hospital.

**7.3.1 Overtime Pay.** Overtime shall be compensated at the rate of one and one-half (1½) times the nurse's regular rate of pay. Overtime shall be computed to the nearest minute.

**7.3.2 Paid Time.** Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. There shall be no pyramiding or duplication of overtime (or premium pay paid at the rate of time and one-half).

**7.4 Meal/Rest Periods.** Meal and rest periods shall be administered in accordance with state law (WAC 296-126-092). All nurses working 8 or 10 hour shifts shall receive an unpaid meal period of one-half(½) hour. Nurses working a twelve hour shift shall receive two one-half hour unpaid meal periods, and may waive their second meal period as provided in Section 7.1. Employees working eight (8) or ten (10) hour shifts shall be allowed two (2) paid rest periods of fifteen (15) minutes each. Employees working twelve (12) hour shifts shall be allowed three (3) paid rest periods of fifteen (15) minutes each. Nurses required to work during their meal periods shall be compensated for such work at the appropriate rate. Missed rest periods shall be compensated at the appropriate rate, including, when applicable, the daily overtime rate.

**7.5 Weekends.** The Hospital will make a good faith effort to schedule all full- and part-time nurses for every other weekend off. In the event such a nurse works two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of one and one-half (1½) times the regular rate of pay. The third (regularly scheduled) weekend shall be paid at the nurse's regular rate of pay. This premium pay provision shall not apply to a nurse scheduled to work a second weekend at the nurse's request, to a nurse requesting more frequent weekend duty, or to a nurse requesting a vacation schedule which covers more than one regularly scheduled weekend. The weekend shall be defined for day and evening shift personnel as Saturday and/or Sunday. For night shift personnel, the weekend shall be defined as Friday and/or Saturday nights.

**7.6 Rest Between Shifts.** Unless performing standby duty, nurses working eight (8) hour shifts shall have an unbroken rest period of at least twelve (12) hours between scheduled shifts, unless otherwise mutually agreeable to the nurse and the Hospital. Unless performing standby duty, nurses working ten (10) hour shifts or twelve (12) hour shifts shall have an unbroken rest period of at least ten (10) hours between scheduled shifts, unless otherwise mutually agreed between the nurse and the Hospital. Any time worked by such nurses on the subsequent shift without the stated rest between shifts shall be paid for at the overtime rate. Operating Room nurses scheduled to work consecutive shifts Monday through Thursday, and scheduled for standby between such shifts, shall be paid at the overtime rate for the scheduled shift following such a standby assignment if such a nurse's call back assignments equal four (4) or more hours

(consecutive or nonconsecutive).

**7.7 Work Schedules.** The Employer retains the right to determine which areas will work what schedules/shifts and to adjust work schedules to maintain an efficient and orderly operation. Six (6) week schedules shall be posted at least ten (10) days before the first day of the schedule time period. After the schedule is posted, except for special situations involving patient care (including low census), individual schedules cannot be changed except by mutual agreement.

**7.8 Shift Rotation.** In the event shift rotation is necessary, the Hospital will make a good faith effort to find volunteers. If the Hospital is unable to obtain volunteers, shift rotation will be assigned on an equitable basis, after first consulting with the nurses involved. The Hospital will use shift rotation only when there are no other reasonable alternatives.

**7.9 Work on a Scheduled Day Off.** Any time actually worked by a full- or part-time nurse on their scheduled day off with less than twenty-four (24) hours notice shall be compensated at one and one-half (1½) times the regular rate of pay. Notice for purposes of this section shall be satisfied by a voicemail or text message left on the phone number of the nurse concerned.

**7.10 Surgical Services Call.** Surgical Services (Operating Room, PACU, Day Surgery and Endoscopy) call shall be rotated equitably among full-time, part-time, and supplemental nurses qualified to work in the designated areas. The nurses in Surgical Services shall develop a written method that addresses call rotation, scheduling and emergency situations. This method will be updated by the unit staff based on operational needs of Surgical Services. The method and subsequent changes will be approved by the Surgical Services Manager.

**7.11 Innovative Schedules.** An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Agreement, such as shift lengths that are shorter or longer than the work days defined in Section 7.1, provide for more frequent weekend work, or waive non-statutory premiums, e.g., rest between shifts. Written innovative schedules may be established by mutual agreement between the Hospital and the nurse involved. At least two pay periods prior to the implementation of a new innovative schedule, the Employer will give the Union notice of the innovative schedule and the conditions of employment relating to that schedule. If the Union promptly requests it, the Hospital and the Union will discuss the terms and conditions of the innovative schedule that require modification, changes or waivers of any term or this Agreement before implementing the innovative schedule. Where innovative schedules are utilized, the Employer retains the right, effective at the beginning of a posted work schedule, to revert back to a schedule that uses the work days defined in Section 7.1 of this Agreement or the work schedule which was in effect prior to the innovative schedule, after giving at least two pay periods' advance notice to the nurse.

## ARTICLE 8 - COMPENSATION

**8.1 Wage Rates.** Nurses covered by this Agreement shall be paid the applicable wage rates set forth in Appendix B to this Agreement.

3.0%, ATB increase to become effective the first full pay period after August 1, 2022.

2.0%, ATB increase to become effective the first full pay period after January 1, 2023.

3.0%, ATB increase to become effective the first full pay period after August 1, 2023.

2.75%, ATB increase to become effective the first full pay period after August 1, 2024.

**8.1.1 Longevity Increases.** Following date of ratification, nurses shall receive their longevity increases beginning the first payroll period starting after their anniversary date.

**8.2 Recognition for Past Experience.** All nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale.

Recent continuous experience shall be defined as nursing experience in an acute care hospital, excluding on-call, without a break in nursing experience of three (3) years or more, which would reduce the level of nursing skill.

**8.2.1 Equity Review.** If a Nurse believes she/he was not placed on the scale at the appropriate wage rate when hired the Nurse will be given thirty (30) days from the signing of the Agreement to provide the employer with the documentation that may change the rate as referenced in the above article. The Equity Review decision shall be considered final and the grievance process is not available for this process.

Human Resources will respond to the requests within sixty (60) days. If the Nurse is dissatisfied with the response of Human Resources, the Nurse may appeal the decision within ten (10) days to a committee comprised of two (2) members appointed by the Union and two (2) representatives appointed by the Employer. The committee shall issue a decision within sixty (60) days, plus five (5) additional days for each appealed decision in excess of ten (10). The decision of Human Resources may be overturned by a majority vote of the committee. If the decision of Human Resources is reversed the committee shall determine the step on the scale on which the employee shall be placed. The decision of the committee shall be final and is not subject to the grievance procedure

### **8.3 Wage and Benefit Minimums.**

**8.3.1** Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those specified in this Agreement.

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

## ARTICLE 9 - PREMIUM PAY

**9.1 Shift Differential.** Nurses assigned to work the second shift (where the majority of the scheduled hours are between 2 and 10:30 p.m.; 3 and 11:30 p.m. in the Emergency Room) shall be paid a shift differential of three dollars (\$3.00) per hour over the hourly rate of pay. Nurses assigned to work the third shift (where the majority of the scheduled hours are between 10 p.m.- 6:30 a.m.) shall be paid a shift differential of four dollars (\$4.00) per hour over the hourly rate of pay. If an evening or night shift is a permanent assignment, shift differential will be included in the full- or part-time nurse's vacation pay and sick pay.

**9.2 Standby Pay.** The Hospital shall have the right to determine whether and if so which nurses will be assigned or scheduled for standby duty. Nurses placed on standby status at the completion of their daily shift assignment shall be compensated at the rate of three dollars and fifty cents (\$3.50) per hour. Additionally, Surgical Services nurses scheduled for standby in advance on the posted schedule shall be compensated at the rate of four dollars (\$4.00) per hour; this scheduled standby rate shall increase to four dollars and fifty cents (\$4.50) an hour on the six (6) recognized national holidays listed in Section 11.1. Standby duty shall not be counted as hours worked for purposes of computing overtime, longevity increments or employee benefits.

**9.3 Callback Pay.** Nurses who are scheduled for standby or who are assigned standby due to low census, and who are called in while on standby shall be paid for all call back hours worked at the rate of time and one-half (1½) the nurse's hourly rate of pay for a minimum of three (3) hours. Standby pay will continue upon the Nurse's return to work. If Nurses' call back hours fall on a shift eligible for shift differential or during the weekend as defined in Section 9.9, such nurses shall be eligible to receive shift differential or weekend premium for the call back hours.

**9.3.1** If a nurse is scheduled for a shift and requests in advance of the shift to be low censused for the beginning of that shift, if the nurse's request is granted subject to the nurse being assigned standby, the nurse shall be paid for any part of this shift actually worked at the straight time rate (unless the hours actually worked qualify for overtime pay under Section 7.3). When such requests are granted, standby pay shall not continue upon the nurse's return to work, and this low census request shall not count in the rotation list under Section 5.8.

**9.3.2** Travel time to and from the Hospital shall not be considered time worked. The callback minimum shall not apply where the employee reports for work in advance of an assigned shift.

**9.4 Work in Advance of Shift.** When an employee is required to report for work in advance of the assigned shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the regular rate of pay.

**9.5 Report Pay.** Nurses who report for work as scheduled, unless otherwise notified in advance of the time to report for work, and are released from duty by the Employer, shall receive a minimum of two (2) hours of work or two (2) hours of pay.

**9.5.1** The Hospital endeavors to provide at least two (2) hours notice in advance of the time to report for work in the event a nurse is not needed to work a scheduled shift. Notice may include (in addition to telephone contact with the nurse) messages left with other persons who answer the phone or messages on answering machines. Answering machine messages should state the date and time of the call.

**9.5.2** Nurses who do not have a phone are responsible for checking in with the appropriate supervisor at least two (2) hours in advance of shift in order to be eligible to receive report pay.

**9.6 Charge Premium.** Any nurse who is assigned charge duties for one (1) or more hours shall be paid a premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked as charge.

**9.7 Preceptor Pay.** Any nurse who is assigned preceptor duties shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked as preceptor.

**9.8 Certification.** Nurses who are or who become certified in a clinical specialty recognized by a national organization and who are working in their area of certification shall receive a certification premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked when such certification has been approved by a nurse's Department Manager and the Vice President of Patient Care Services. Provided, however, that only two certifications may apply per nurse at any one time.

**9.9 Weekend Premium Pay.** Any nurse who works on a weekend shall receive three dollars (\$3.00) per hour for each hour worked on the weekend in addition to the nurse's hourly rate of pay. The weekend shall be defined as all hours between 12:01 a.m. Saturday and midnight Sunday.

**9.10 Temporary Assignment to Supervisory Position.** A nurse temporarily assigned to a supervisor position for at least one (1) hour shall be paid a premium of two dollars and twenty-five cents \$2.25 an hour for all hours worked as a temporary supervisor.

## **ARTICLE 10 - SICK LEAVE**

**10.1 Sick Leave Benefits.** Sick leave benefits are intended to assure continued income when the employee is unable to work due to illness or injury. It is to the employee's benefit to accumulate sick leave as allowed, should illness or accident occur.

**10.2 Earning.** Through July 4, 2020, full- and part-time employees earn sick leave at the rate of .046155 hour for all paid and low census hours, starting with the first day of employment, but earned sick leave may not be used until after completion of three (3) months of employment. Effective July 5, 2020, no further Sick Leave accruals will occur.

**10.3 Maximum Accumulation.** The maximum sick leave that will be allowed to be carried over from one (1) year to a succeeding year will be one thousand (1,000) hours.

**10.4 Sick Leave Compensation.** If a regular full-time and part-time nurse is absent from work due to personal illness or injury, the Hospital shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less. Sick leave may be used for the illness or injury of a minor child, or to care for other family members as specified in the Washington Family Care Act.

**10.5 Coordination of Sick Leave/Worker's Compensation.** When a regular full- or part-time nurse is eligible to receive payments under the Workers' Compensation Act, earned but unused sick leave/PTO/PTO Safe-Sick may be used to supplement such payments to make up the difference between the compensation received under the Worker's Compensation Act and the nurse's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work period.

## ARTICLE 11 - HOLIDAYS

**11.1 Additional Holidays.** If the Employer recognizes additional holidays for Hospital employees during the term of this Agreement, nurses covered by this Agreement will automatically receive those holidays.

**11.2 Work on a Holiday.** Regular supplemental, part-time and full-time nurses required to work on a recognized holiday (New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day) shall be paid at one and one-half (1½) times their regular rate.

## ARTICLE 12 - VACATION/PAID TIME OFF (PTO)

**12.1 Vacation/Paid Time Off Benefits.** Eligible employees will earn vacation/PTO/PTO Safe-Sick benefits on a pro-rate basis according to actual hours worked (up to 80 hours worked per pay period). The accrual rate for PTO Safe-Sick shall be one (1) hour for every thirty (30) hours worked. Supplemental and temporary employees do not accrue vacation/PTO benefits. Beginning on July 5, 2020, Paid Time Off (PTO) days are designated in place of vacation, holidays and initial days of illness.

**12.2 Earning.** The rate of accrual per pay period, accrual per year and maximum accumulations are outlined in the schedule below:

Tenure	Annual Accrual			Maximum Accrual		
	PTO	PTO-Safe Sick	Total PTO	PTO Accrual	PTO-Safe Sick Accrual	Total PTO Accrual
Less than 4 years	131 hours (5.04 per pay period)	69 hours (2.65 per pay period)	200 hours	192 hours	108 hours*	300 hours
4 to less than 8 years	171 hours (6.568 per period)	69 hours	240 hours	252 hours	108 hours*	360 hours

8 to less than 10 years	179 hours (6.88 per pay period)	69 hours	248 hours	264 hours	108 hours*	372 hours
10 or more years	219 hours 8.416 per pay period	69 hours	288 hours	324 hours	108 hours*	432 hours

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

**12.3 Use.** Employees with an FTE of 0.5 or greater will accrue paid time off (PTO) and PTO Safe-Sick from their first day of employment. Access to accrued PTO/PTO Safe Sick begins once available in the respective PTO/PTO Safe-Sick bank.

**12.4 Vacation Pay at Termination.** After completion of six (6) months of employment, a full- or part-time nurse who terminates employment in good standing shall be paid for any earned but unused vacation/PTO/PTO Safe-Sick benefits. "Good standing" shall be defined as resignation with proper notice, layoff, or discharge other than for gross misconduct. Effective July 5, 2020, a full- or part-time nurse who terminates employment in good standing shall be paid for any earned but unused PTO / PTO Safe-Sick benefits.

**12.5 Scheduling.** The Unit Based Councils and Employer shall work to determine the processes for scheduling vacations/PTO/PTO Safe-Sick. Such processes will include a method to fairly schedule nurses during Primetime vacation/PTO/PTO Safe-Sick period, and holidays (including Thanksgiving Day, the week of Christmas Day, or the week of New Years Day. The designated Primetime vacation/PTO period is May 1 to September 30. In the case of conflicting requests by nurses for vacation/PTO/PTO Safe-Sick or limitations imposed by the Employer on vacation/PTO/PTO Safe-Sick provided the skills, abilities, experience, competence, and qualifications of the nurses affected are not overriding factors as determined by the Employer; provided, however, that seniority may not override an already approved vacation/PTO/PTO Safe-Sick. All vacation/PTO/PTO Safe-Sick requests will be approved or denied within thirty (30) days of the vacation/PTO/PTO Safe-Sick request. Once approved by management, scheduled vacation/PTO/PTO Safe-Sick may only be changed with the mutual consent of the nurse and management, except in an emergency situation. Approval or Denial will be in writing.

**12.6 Physician's Statement.** A physician's certificate may be requested upon return to work ascertainment of the nurse's or family member's illness and/or the nurse's fitness to perform essential duties.

Effective July 5, 2020, no further Sick Time accrual will occur.

## **ARTICLE 13 - EMPLOYEE BENEFITS**

**13.1 Medical/Dental Plan.** The Employer shall provide group medical/dental plan coverage for all eligible full- and part-time nurses covered by this Agreement who are regularly scheduled to work at least twenty (20) hours per week. Eligible employees with budgeted hours with a full-time equivalency of at least .75 will receive group medical/dental benefits at no premium cost for the employee portion of the premium for at least one of the plans subject to the completion of the



employee health assessment. Eligible full- and part-time nurses may enroll their eligible dependents at their own cost.

**13.2 Retirement Plan.** The Employer will provide a retirement plan for all eligible nurses. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan.

**13.3 Section 401 (k) Plan.** The Hospital will provide a 401(k) Plan for all eligible nurses. Benefits and eligibility requirements for participation shall be defined by the Employer's plan.

**13.4 Life Insurance.** The Employer shall provide a group life insurance plan for all eligible nurses. Life insurance benefits and eligibility requirements for participation shall be defined by the Employer's plan.

**13.5 Flexible Spending Account.** The Employer will provide a Section 125 Plan (Flexible Spending Account) for all eligible nurses. Benefits and eligibility requirements for participation shall be defined by the Employer's plan.

**13.6 Short Term Disability & Paid Parental Leave:** The Hospital will provide a Short-Term Disability and a Paid Parental Leave benefit effective July 5, 2020. Following a seven (7) calendar day waiting period, Short-Term Disability will be paid at 100% of the employee's base rate of pay for the first eight weeks, and at 66 2/3% of the employee's base rate of pay thereafter, plus shift differential plus premium pay, if applicable. Paid Parental Leave will be paid at 66 2/3% of the employee's base rate of pay plus shift differential plus premium pay, if applicable. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. Short-term disability and paid parental leave benefits are coordinated with eligible pay available through the Washington Paid Family and Medical Leave Program to provide an employee, with a qualifying condition, 66 2/3% of their eligible pay.

**13.7 Maintenance of Benefits.** The Employer reserves the right to change unilaterally insurance providers or carriers; provided, however, the current level of benefits shall not be unilaterally reduced by the Employer during the term of this Agreement without first notifying the Union regarding any proposed changes in benefit levels, and upon timely request, discussing those changes. The Employer shall notify the Union at least sixty (60) calendar days in advance of any proposed reduction in such benefits.

## **ARTICLE 14 - LEAVES OF ABSENCE**

**14.1 General.** All leaves are to be requested by notifying the manager and contacting the third party administrator generally at least thirty (30) days in advance when the need for the leave is foreseeable or as soon as practical under the circumstances. A written reply to grant or deny the request shall be given by the third party administrator. An employee on a leave of absence will not continue to accrue seniority or benefits during that leave, but there shall be no loss of previously accrued seniority or benefits if the employee returns to work at the end of the leave. Leaves to which an employee is entitled under state or federal laws, like the Family Medical Leave Act (FMLA) will be administered in accordance with such laws and their interpretive regulations. Whenever an employee is eligible for more than one type of leave, all

applicable leaves will run concurrently unless stated otherwise. All leaves are required to be submitted to the Hospital's designated Leave Administrator for coordination of approved leave time benefits.

**14.2 Jury Duty.** A full- or part-time nurse who is required to serve on a jury on a regularly scheduled work day shall be compensated by the Employer for the difference between the nurse's jury duty pay and the nurse's hourly rate of pay, provided the nurse notifies the Employer immediately upon receipt of the jury duty summons and allows the Employer an opportunity to notify the Court if the jury duty imposes a hardship on the Employer. Nurses who serve as jurors will be administratively assigned to the day shift for the duration of the jury duty.

**14.3 Witness Leave.** A nurse who is called to be a witness on behalf of the Employer in a judicial or administrative proceeding shall be compensated by the Employer for the difference between the nurse's witness fee pay and the nurse's regular rate of pay. Nurses who are called as a witness on behalf of the Employer will be administratively assigned to the day shift. Nurses subpoenaed for judicial or administrative proceedings not involving the Employer will be given unpaid release time. Nurses may be given up to eight (8) hours off without pay immediately prior to any judicial/administrative proceeding, if requested by the nurse.

**14.4 Personal/Emergency Leave.** Upon completion of six month's employment, full- or part-time nurses may request personal/emergency leave for a period of up to six (6) calendar months without loss of seniority to the date such leave commences. A nurse who is granted personal/emergency leave may be required to use accrued vacation and personal holidays during the leave. If vacation and personal holidays are exhausted during the leave, the personal/emergency leave is unpaid. If an employee contemplates taking work elsewhere during a personal/emergency leave, the employee shall inform the Employer. Nurses granted unpaid personal/emergency leaves may continue their group medical/dental coverage for up to two months and then be eligible for self-pay basis according to COBRA. Upon returning from a personal/emergency leave of less than thirty (30) days, the nurse will be returned to his/her prior position. When returning from a personal/emergency leave of at least thirty (30) days but no more than six months, if the nurse's former position is open, the nurse will be returned to that position. However, if the nurse's former position is not open, the nurse will use his/her full-time or part-time seniority (calculated as of the leave start date) to apply for another open position for which the nurse is qualified. If there are no open positions for which such nurse is qualified, the nurse (at his/her option) may be reclassified to supplemental status. For six (6) months from the personal/emergency leave start date, while the nurse is classified as supplemental, s/he may use his/her previous full- or part-time seniority when applying for open positions. The hourly rate of the employee returning from a personal/emergency leave shall not be less than that paid prior to granting the leave, provided the employee returns to the same classification from which s/he took the leave.

**14.5 Bereavement Leave.** A full- or part-time nurse shall be allowed up to five (5) working days off with pay, up to a maximum of 40 hours, in the event of the death in the employee's immediate family; provided, however, that such an employee will receive bereavement leave only for those days during the week which they were scheduled to work. Bereavement leave pay will be pro-rated to the nurse's FTE. Immediate family shall be defined as spouse, registered

domestic partner, son or daughter (or current in-law through marriage or partnership), father or mother (or current in-law through marriage or partnership), brother or sister (or current spouse), stepparent, stepchild, stepbrother, stepsister, grandparent, grandchild, or any person that was living together in the same household in a relationship considered substantially comparable to any of the aforementioned. Bereavement leave must typically be taken within two weeks of the date of death. Proof of death or relationship may be required.

When requesting bereavement leave, family relationship must be indicated on the timesheet. Bereavement leave is paid at the employee's hourly rate of pay.

**14.6 Family Medical Leave.** After completion of twelve (12) calendar months of employment and working 1,250 hours, a full- or part-time nurse will be granted unpaid leave for a period of up to twelve (12) work weeks for the purpose of caring for a child, spouse or parent with a serious medical condition, paternity, or legal adoption or foster care placements. If earned PTO benefits are available, they will be counted as part of the family medical leave. Eligible nurses who take a family medical leave will be utilizing their FMLA entitlement. The Employer may require that the nurse submit a completed health care provider certification documenting the need for a family medical leave. Second and third opinions may be required at the Employer's expense. Recertifications may also be required during the leave if the Employer needs verification of the continuing need for a family medical leave. Nurses returning from a family medical leave shall be returned to their same job or an equivalent job of like pay if they return at the conclusion of the twelve (12) work weeks provided the employee's position was not otherwise eliminated in a layoff. When there has been a layoff, reinstatement will be according to the recall provisions of this Agreement.

**14.7 Other Federal and State Leaves of Absence.** Military Leave needed by an employee due to enlistment in the Armed Services, Exigency Leave necessitated by a parent's, child's or spouse's call to Active Duty in covered military service, Injured Service Member Leave which is needed to care for a family member who is injured while in covered military service, and Domestic Violence leave will be administered by the Employer in accordance with applicable state and federal laws, through the Employer's personnel policies and procedures.

## ARTICLE 15 - STAFF DEVELOPMENT

**15.1 Orientation.** The Employer will provide a reasonable orientation for newly hired nurses, nurses required to float to other areas, or nurses who are transferred on other than a temporary basis to a new employment area. Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented. Work assignments of nurses will be consistent with the clinical expertise of the nurse and acuity of the patient. Orientation may be a combination of in-service, floor and shift work experiences. Orientation objectives will be to familiarize new personnel with the objectives and philosophy of the Hospital; to orient new personnel to policies and procedures, their essential job functions and their responsibilities as defined in the job description; and to provide learning experiences for the promotion of safe and quality nursing care.

**15.2 In-Service Education.** The primary responsibility for continuing education rests with

each individual nurse. Nurses are encouraged to communicate their suggestions and requests with regard to in-service education topics to the appropriate nursing manager within the Hospital. The Union agrees to promote active participation and attendance at the in-service education programs sponsored by the Hospital. The Hospital shall attempt to have in-service education programs approved for continuing education credits. Announcements concerning in-service education programs will be posted in advance and efforts will be made to schedule programs in a way that accommodates varying work schedules. When announcements concerning in-service education programs are posted, the Hospital will designate if attendance is mandatory. Nurses will coordinate with Nursing Management their attendance at an in-service which is scheduled during their normal work day and attendance at such in-services (whether voluntary or mandatory) shall be compensated at the appropriate rate. With prior managerial approval, nurses shall be paid for attendance at in-services during their off-duty hours, and time spent at such in-services shall be considered time worked for the purpose of computing overtime; provided, however, such attendance shall not trigger the requirement of Sections 7.6 and 9.4.

**15.3 Continuing Education Programs.** Full-time, part-time and supplemental nurses maybe granted time while on duty to attend specified education or training programs outside the Hospital which relate directly to their nursing duties. The request for attendance at programs outside the Hospital must be made thirty (30) days in advance in writing to the appropriate nursing manager who in consultation with Nursing Administration will determine approval. The reimbursement of travel expenses associated with the attendance at specified training programs outside the Hospital will be determined by Nursing Administration and will be confirmed in writing in advance of the nurse's attendance at such a program.

**15.3.1 Certifications.** Initial certification or timely renewal of certification(s) where such certification is a requirement as reflected in a nurse's job description shall be undertaken at the Hospital or at Providence St. Joseph Hospital whenever possible, or in the Spokane area. Paid education days may be used when attending required certification courses. If there is a course fee for any required certification courses, as determined by the nurse's job description, which are attended in Spokane, the Hospital will pay the course fee, However, if a nurse allows the required certification(s) to lapse, the Hospital will only pay for those certification costs or paid education days that it would have paid had the certification been renewed on a timely basis..

**15.4 Tuition Reimbursement.** Tuition reimbursement for college credits towards a degree in nursing will be subject to the Hospital's tuition reimbursement policy.

**15.5. Nursing Staff Meetings.** Nurses are encouraged to attend Hospital-wide and unit sponsored nursing staff meetings. The Hospital will endeavor to schedule such meetings in a way that facilitates attendance by nurses working second and third shift. Nurses shall be paid for attendance at nursing staff meetings and time spent at nursing staff meetings shall be considered time worked for the purpose of computing overtime.

**15.6 Staff Development.** The parties will have ongoing discussions on how to promote and facilitate staff development in the Professional Practice and Development Council.

## ARTICLE 16 - COMMITTEES

**16.1 Conference/Nursing Practice Committee.** A Conference/Nursing Practice Committee shall be established and maintained that shall meet at least once each quarter. Meetings will be scheduled at mutually convenient times. Additional meetings may be requested by either party upon presentation of an agenda. The purposes of the Committee shall be to: foster improved communications between the Employer, the bargaining unit nurses and bargaining unit officers; function as a forum for considering constructively the professional practice of nurses and other health care workers; work constructively for the improvement of patient care and nursing practices; make recommendations to the Hospital concerning staffing problems; consider constructively the improvement of safety and health conditions which may be hazardous; improve or increase job satisfaction; and to periodically review this Agreement. The Committee shall prepare an agenda of topics to be discussed prior to the meeting date and keep minutes of each meeting. Copies of the minutes shall be distributed to each member of the Committee. A copy of the minutes shall be posted on the bargaining unit bulletin board(s). The Committee shall be advisory and will not discuss matters subject to collective bargaining or Union matters. The Committee shall be composed of five staff nurses appointed by the Union and five supervisory/managerial nurses appointed by Nursing Administration with one member from each side representing the following operational areas: Acute; Emergency; Obstetrics; Critical Care; and Surgical Services. The Committee will select from among its members Co-Chairs, representing a staff nurse and a supervisory/managerial nurse. The Co-Chairs shall be responsible for scheduling the meetings, chairing the meetings, preparing the minutes, and developing ground rules (with committee member input). Committee members shall be paid for attendance at Committee meetings and hours spent in attendance at the Committee meetings shall be considered time worked for the purpose of computing overtime.

**16.2 Nurse Staffing Committee.** A Nurse Staffing Committee was created pursuant to RCW 70.41.420. This Committee will continue to develop and oversee an annual patient care unit and shift-based nurse staffing plan based on the needs of patients. Such staffing plans are to be used as the primary component of the staffing budget in those units or departments covered by state law. The existence, role and responsibilities of this Committee shall be consistent with applicable state law. The Committee shall be composed of an equal number of staff nurses and nursing managers/supervisors/executives at the Employer's facility. Staff nurses shall elect their representatives to this Committee and Nursing Leadership shall appoint its members of this Committee. The Committee's composition should try to include members knowledgeable of the following units/departments: Acute Care, Emergency, Surgical Services, Critical Care, and Labor & Delivery. This Committee shall meet at least quarterly on a set day, with prior notice to each member prior to the meeting. Staff nurses who are members of this committee shall be paid straight time for time spent participating in this committee unless those hours constitute overtime under Section 7.3.

## ARTICLE 17 - GRIEVANCE PROCEDURE

**17.1 General.** A grievance is defined as an alleged breach by the Employer of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance

arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent confirmed in writing by the parties. Human Resources representatives may participate at any stage of the grievance procedure.

**17.2 Step 1 – Nurse and Department Manager.** The nurse will first attempt to resolve the problem informally with the immediate supervisor. If the matter is not resolved to the nurse's satisfaction, then the nurse shall reduce the grievance to writing and present the written grievance to the department manager within twenty-one (21) days of the date the nurse was aware or reasonably should have been aware of the grievance. The department manager shall schedule a meeting within fourteen (14) calendar days following receipt of the written grievance between the grievant, a bargaining unit representative (if requested by the grievant) and the department manager. The department manager shall issue a written response to the grievant within fourteen (14) calendar days of the meeting.

**17.3 Step 2 – Nurse and Chief Nursing Officer (CNO).** If the grievance is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the written grievance to the CNO within fourteen (14) calendar days of the Department Manager's decision. The CNO shall schedule a meeting within fourteen (14) calendar days following receipt of the grievance between the grievant, the bargaining unit representative (if requested by the grievant), department manager, and the CNO. The CNO shall issue a written response to the grievance within fourteen (14) calendar days of the meeting.

**17.4 Step 3 – Chief Executive and Union Representative.** If the matter is not resolved at Step 2, the grievance shall be referred in writing to the Chief Executive or designee within fourteen (14) calendar days from receipt of the written reply from the CNO. The parties shall meet within fourteen (14) calendar days from the date the Chief Executive or designee receives the grievance for the purpose of resolving the grievance. The Chief Executive or designee shall issue a written reply to the grievance within fourteen (14) calendar days of the meeting between the parties.

**17.5 Optional Grievance Mediation.** The parties shall, upon mutual agreement, have the option to utilize the grievance mediation process set forth in Appendix C to this Agreement, should the grievance be unresolved after Step 3. Such requests for mediation shall be made within five (5) calendar days of the Step 3 decision; otherwise the Union must comply with the time limitations as set forth in Step 4 herein for arbitration.

**17.6 Step 4 – Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may, within fourteen (14) calendar days following receipt of the written reply from the Chief Executive or designee in Step 3, submit the issue in writing to final and binding arbitration. The Employer and the Union shall attempt to agree on an arbitrator. 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. The person whose name remains shall be the arbitrator. The arbitrator shall schedule a hearing and render a decision as promptly as possible.

**17.6.1** The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Hospital. S/he shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not expressly provided for in this Agreement; or to establish or alter any wage rate or wage structure. Furthermore, the arbitrator shall have no authority to substitute his/her judgment for that of the Employer, so long as the Employer's judgment is exercised in good faith and objectively made based upon established criteria. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Hospital.

**17.6.2** Each party shall bear one-half of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to attorneys fees, shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

## **ARTICLE 18 - UNINTERRUPTED PATIENT CARE**

**18.1 Uninterrupted Patient Care.** The parties to this Agreement realize that the Employer provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its nurses and (b) neither the nurses nor their agents or any other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walk-out, slowdown or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. The participation in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be cause for the nurse's immediate dismissal without prior warning.

## **ARTICLE 19 - GENERAL PROVISIONS**

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

**19.2 Past Practices.** Any and all agreements, written or verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practice shall not be binding on the

Employer.

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

## **ARTICLE 20 - MANAGEMENT RIGHTS**

**20.1 Management Rights.** The management of the Employer's hospital and the direction of the working force, including the right to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge and discipline for just cause; to determine and assign essential job duties; to create and maintain job descriptions; to determine reasonable work rules and personnel policies; to maintain discipline and efficiency of its employees, to relieve employees from duty because of lack of work; to determine the nature and extent to which the Hospital shall be operated; to change methods or procedures; to use new equipment; to establish schedules; to introduce new or improved services, methods or facilities; to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry personnel, is vested exclusively in the Employer. The above statement of management rights shall not be deemed to exclude other functions not listed herein and nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the prerogative of the Hospital to manage and control its operations. In no case shall the exercise of the Employer's management rights, however, be in derogation of the terms or conditions of this Agreement.

## **ARTICLE 21 - 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 22 - DURATION OF AGREEMENT**

**21.1 Duration.** This Agreement shall become effective date of ratification and shall continue in full force and effect through and including July 31, 2025, and shall continue in full force and effect year to year thereafter, unless notice of desire to amend the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a



new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to July 31, 2025, and at least ninety (90) days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates indicated below.

UFCW LOCAL 3000

PROVIDENCE MOUNT CARMEL  
HOSPITAL

By *Faye Guenther*  
Faye Guenther  
Its President

By *Ron Rehn*  
Ron Rehn, Its Chief Administrative  
Officer

By */s/ Jackie Williams*  
Jackie Williams  
Its Union Negotiator

By *Bryan Fix*  
Bryan Fix, Service Area CHRO

Date *7/6/2022*

Date *07-11-2022*

**APPENDIX A  
DUES DEDUCTION FORM**

*(to fill out payroll deduction, please go to the link listed below)*

<https://www.ufcw21.org/membership-application>

## APPENDIX B WAGES

GRADE	CONTRACT	LAWSON	CURRENT	Effective the 1st full pay	Effective the 1st full pay	Effective the 1st full pay	Effective the 1st full pay
	STEP	STEP	RATES	period after 8/1/22: 3% ATB	period after 1/1/23: 2% ATB	period after 8/1/23: 3% ATB	period after 8/1/24: 2.75% ATB
RN/RN1	Base	1	34.36	35.39	36.10	37.18	38.20
	1	2	35.56	36.63	37.36	38.48	39.54
	2	3	36.45	37.54	38.29	39.44	40.52
	3	4	37.33	38.45	39.22	40.40	41.51
	4	5	38.21	39.36	40.15	41.35	42.49
	5	6	41.41	42.65	43.50	44.81	46.04
	6	7	42.76	44.04	44.92	46.27	47.54
	7	8	43.73	45.04	45.94	47.32	48.62
	8	9	45.08	46.43	47.36	48.78	50.12
	9	10	46.49	47.88	48.84	50.31	51.69
	10	11	47.42	48.84	49.82	51.31	52.72
	11	12	48.38	49.83	50.83	52.35	53.79
	12	13	48.38	49.83	50.83	52.35	53.79
	13	14	49.78	51.27	52.30	53.87	55.35
	14	15	49.78	51.27	52.30	53.87	55.35
	15	16	50.80	52.32	53.37	54.97	56.48
	16	17	50.80	52.32	53.37	54.97	56.48
	17	18	51.78	53.33	54.40	56.03	57.57
	18	19	51.78	53.33	54.40	56.03	57.57
	19	20	53.81	55.42	56.53	58.23	59.83
	20	21	53.81	55.42	56.53	58.23	59.83
	21	22	54.93	56.58	57.71	59.44	61.07
	22	23	54.93	56.58	57.71	59.44	61.07
	23	24	56.01	57.69	58.84	60.61	62.28
	24	25	56.01	57.69	58.84	60.61	62.28
	25	26	57.15	58.86	60.04	61.84	63.54
	26	27	57.15	58.86	60.04	61.84	63.54
	27	28	58.29	60.04	61.24	63.08	64.81
	28	29	58.29	60.04	61.24	63.08	64.81
	29	30	59.42	61.20	62.42	64.29	66.06
TR1*	Base	1	33.31	34.31			

\*Effective January 1, 2023, grade TR1 shall be eliminated, and RN Residents shall be placed directly into Step 1 of the contract.

Providence Mt. Carmel Hospital  
 Equity Review: **Appendix A**  
 Nurse Wages

Prov. Mt. Carmel Hospital RN Wages			
	Current Scale	10/22/2023	Effective the 1st Full Pay Period after 8/1/24; 2.75% ATB
Base	37.18	\$37.58	38.61
1	38.48	\$38.79	39.86
2	39.44	\$40.47	41.58
3	40.4	\$42.16	43.32
4	41.35	\$43.73	44.93
5	44.81	\$45.34	46.59
6	46.27	\$46.92	48.21
7	47.32	\$48.41	49.74
8	48.78	\$50.17	51.55
9	50.31	\$51.76	53.18
10	51.31	\$53.58	55.05
11	52.35	\$54.27	55.76
12	52.35	\$54.27	55.76
13	53.87	\$55.67	57.2
14	53.87	\$55.67	57.2
15	54.97	\$57.17	58.74
16	54.97	\$57.17	58.74
17	56.03	\$57.94	59.53
18	56.03	\$57.94	59.53
19	58.23	\$60.65	62.32
20	58.23	\$60.65	62.32
21	59.44	\$62.11	63.82
22	59.44	\$62.11	63.82
23	60.61	\$63.53	65.28
24	60.61	\$63.53	65.28
25	61.84	\$65.02	66.81
26	61.84	\$65.02	66.81
27	63.08	\$66.49	68.32
28	63.08	\$66.49	68.32
29	64.29	\$67.99	69.86

## APPENDIX C

### PROCEDURE FOR THE MEDIATION OF GRIEVANCES

The parties may use the following procedure for the mediation of grievances arising under Article 17 of their Agreement:

A grievance may be referred to mediation if the Union is not satisfied with the disposition of the grievance at Step 3 of the grievance procedure contained within the Agreement, or if no written decision has been received from the Hospital within the time limits prescribed in Step 3.

The Union must notify the Hospital in writing within five (5) calendar days of the conclusion of Step 3 of the Union's desire to refer the grievance to mediation. The Hospital shall respond to the Union whether or not the Hospital agrees to the mediation of the grievance no later than two (2) week days prior to the Union's contractual deadline for the submission of a grievance to arbitration, or within three (3) week days of receipt of the written notification, whichever is sooner.

The Hospital and the Union must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance procedure of the collective bargaining agreement which provide for the submission of a grievance to binding arbitration shall be held in abeyance until such time as written notification of appeal is provided by the Union to the Hospital in accordance with Paragraph 11 of this mediation procedure. The date on which mediation conference terminates shall serve as the date from which the timelines and procedures contained within the Agreement for the submission of a grievance to binding arbitration shall be enforced.

Within seven (7) calendar days following the agreement of the Hospital and the Union to mediate the grievance, the parties shall select a mediator from the FMCS. The parties shall jointly notify the mediator of her/his selection, and schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient date and location.

The grievant shall have the right to be present at the mediation conference.

There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

The presentation of facts and considerations shall not be limited to those presented at Steps 1, 2 or 3 of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts

and considerations are revealed to him/her.

Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of his/her personal records, which records are to remain confidential.

In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as an arbitrator, nor may the mediator be placed on a panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

If no resolution is reached in mediation, the grievance may be appealed to arbitration in accordance with Article 17 of the collective bargaining agreement between the parties. If the Union desires to appeal the grievance to arbitration, written notice of such appeal must be made within fourteen (14) calendar days following the termination of the mediation conference.

The mediator shall conduct no more than three (3) mediations per day. Starting time for the mediation shall be agreed to by the Union and Hospital.

The fees and expenses of the mediator and the mediation conference shall be shared equally by the parties.


UFCW 3000

PROVIDENCE MOUNT CARMEL  
HOSPITAL

Date: 7/6/2022

Date: \_\_\_\_\_

By /s/ Jackie Williams  
Jackie Williams  
Its Union Negotiator

By   
Bryan Fix  
Its Service Area CHRO

# 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

---

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:

---

# My Union Rep is:

---

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

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

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

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

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

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

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

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

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

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

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

UFCW3000



**UFCW3000**

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

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