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**2023-2026 ~~2020—2023~~ AGREEMENT**

**By and Between**

**~~UFCW LOCAL 21~~UFCW LOCAL 3000**

**And**

**PROVIDENCE REGIONAL MEDICAL CENTER EVERETT**

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## PREAMBLE

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

## ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time, part-time, per diem, nurses employed as staff registered nurses by the Employer excluding office clerical employees, advance practice nurses, nurse practitioners, clinical educators, licensed practical nurses, nurse midwives, relief supervisors (defined as having worked as a relief supervisor on the average of one shift per payroll period) and supervisors, as defined in the Act, and all other employees (including non-RN Transition/Discharge Planners).

## ARTICLE 2 - UNION MATTERS

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

2.2 Nurses hired after execution of this Agreement shall be required as a condition of employment to join the Union within twenty one (21) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided however, this provision shall not apply to any employee who declines joining the Union by providing written notice of such intent to the Union with a copy to Human Resources, within fourteen (14) calendar days, of the employee’s date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee’s personnel file.

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

2.3 The Medical Center will notify nurses of membership requirements/options at time of hire, transfer or execution. Nurses who fail to maintain membership requirements as defined herein shall be removed from the schedule ~~discharged~~ by the Employer within thirty (30) calendar days after receiving written notice from the Union. Nurses shall be placed back onto the schedule upon confirmation from the Union that the nurse is in good standing. If nurses continue to fail to comply with the membership requirements/options shall be discharged by the Employer within ninety (90) days after receipt of written notice to the Employer from the Union, unless the nurse fulfills the membership obligations set forth in this Agreement. The Union hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of

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liability that may arise against the Employer relating to any discharge that occurs as a consequence of this.

**2.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

**2.3 Voluntary Political Action Fund Deduction (Active Ballot Club).** 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 the payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on 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 Active Ballot Club check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (0.25%) of all amounts deducted pursuant to the Active Ballot Club check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off.

**2.4 Bargaining Unit Roster.** Monthly, the Employer shall provide the Union with a report of names, ID numbers, addresses, personal email (as available), -phone number, hire dates, FTE, work location (campus) department and hourly rates of pay for those nurses covered by this Agreement. This report will also contain all new hires, terminations and specific reference to all new hires, terminations, and a list of nurses who have had a name change (identifying both their prior name and new name). This report will be provided to the Union by the 7th day of any month (if the 7th day falls on a weekend then the following Monday) and will contain data for the preceding month.

## ARTICLE 3 - MANAGEMENT RIGHTS

**3.1** Prior to the ratification of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement. Without in any manner limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to determine and re-determine the composition of its work force, including the

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mix of employees required and the composition of work teams; to determine the number of employees required and its staffing requirements and criteria; the right to determine and require standards of clinical performance and performance as a professional and to maintain order and efficiency and to determine the competency of nurses; to direct employees and to determine job assignments, to determine the working schedules; to determine whether the whole or any part of the operation shall continue to operate and whether and what work will be performed by employees of the Employer who are employed under this Agreement, assigned to employees outside this bargaining unit or subcontracted; to implement changes in operational methods and procedures; and to determine the kind and location of its facilities and where its services will be performed. The matters set forth herein shall not be subject to Arbitration.

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

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

## **Article 4 – Union Representation**

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

**4.2 New Hire Orientation.** The Employer will provide the Union access to new hires during one of their New Hire Orientation Days for the purpose of introduction and orientation to UFCW Local 3000 Local 21. The bargaining unit Chairperson will be notified of the Orientation days each month. The bargaining unit representative/shop steward will be allowed one-half(½) hour during the orientation session to introduce the Union contract to newly employed nurses. Such presentation will be on the representatives' non-paid times and may include the representative's lunch break time. The Employer will make a good faith effort to release shop stewards at the designated time.

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

In the event new employee orientation is moved online permanently, employer shall provide the newly hired employee a link to the Union's new employee orientation page: <https://ufcw3000.org/new-members>

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[https://www.ufew21.org/new\\_members](https://www.ufew21.org/new_members). [https://www.ufew21.org/new\\_members](https://www.ufew21.org/new_members). The Employer and Union shall meet within 30 days prior to implementation to discuss access to online new employee orientation.

**4.3 Bulletin Boards.** With prior approval of the Human Resources office, the Union shall be permitted to post announcements and notifications of professional activities if approved by the Union or the Union Executive Board, signed by a designated Bargaining Unit Representative, in the space provided on bulletin boards designated by the Employer, on Colby and Pacific Campuses. Educational materials relating to the clinical practice of nursing may be placed on designated bulletin boards or in currently designated union boxes on the nursing units after approval by the Employer. The Union agrees to limit the posting of Union materials to the designated bulletin boards and placement in currently designated union boxes.

The parties agree that if the currently designated union boxes are not meeting the parties' needs, either the Union or the Employer may raise the issue. The parties agree to enter into good faith discussions to collaboratively identify alternatives.

**4.4 Employment Agreement.** The Employer will give a copy of this Agreement and the nurse's job description to each nurse during the hiring/orientation process. The Union shall be responsible for the printing of this Agreement, including the entire cost thereof, and shall provide the Employer with sufficient copies to be available in the Human Resources Department. The Employer agrees to post a copy of the collective bargaining agreement on the nursing department intranet site.

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

**4.6 Negotiations.** Nurses who are designated by the Union to serve on the Union's negotiating team will be allowed unpaid released time as may be consistent with patient-care needs to attend negotiation sessions. The supervisor will make reasonable efforts to work with the nurse. Bargaining Team Members will continue to accrue seniority hours while attending contract negotiations during their regularly scheduled hours of work. The Union will inform Human Resources of these hours within two (2) weeks of ratification.

Nurses so designated must make arrangements to cover their shifts, on days when negotiations are on their scheduled work days, at least one (1) week ahead of the negotiation date, or time off will not be approved, unless otherwise agreed by the Employer and the Union during negotiations.

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

**4.7 Union Leave.** Consistent with patient-care requirements, an employee, elected officers and representatives of ~~UFCW Local 24~~LOCAL 3000 may be allowed unpaid time off for Union business as necessary, provided the request is made prior to the final posting of the nurses' schedules. The Employer will consider requests made after the final posting of the nurses' schedule provided the Employer receives reasonable notice.

## ARTICLE 5 - DEFINITIONS

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**5.1 Staff Nurse.** A registered nurse who is responsible for the direct and indirect nursing care of the Medical Center patients.

**5.2 Regular Full-Time Nurse.** A nurse, so classified on the Medical Center's employment records, who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required introductory period.

**5.3 Regular Part-Time.** A nurse, so classified on the Medical Center's employment records, 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 required introductory period. Unless otherwise provided for herein and subject to benefit plan eligibility requirements, a part-time nurse will be compensated in the same manner as a full-time nurse except that benefit accruals (PTO and EIB) shall be earned in proportion to the nurse's actual hours of work.

**5.4 Per Diem Nurses.** A nurse, so classified on the Medical Center's employment records, who is hired to work during any period when a temporarily augmented work force is required.

**5.6 Introductory Nurse.** A nurse who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for less than six (6) months of actual work. Introductory nurses will be advised in writing if they are not progressing satisfactorily to become regular employees. During the introductory period, a nurse may be terminated without notice and without recourse to the grievance procedure. Introductory employees shall be required to give a minimum of seven (7) days' notice of intention to terminate.

**5.7 Charge Nurse.** A registered nurse who is assigned the responsibility for an organized unit. The definition of an "organized unit" shall be defined by the Employer. A charge Nurse shall not be expected to take a patient assignment while fulfilling the charge role. On all units, the charge nurse, when mutually agreed with manager or administrative house supervisor, will use their professional judgment when it is necessary to take patients, based on patient needs and nurse competency. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignment.

**5.7.a. Relief Charge Nurse.** A registered nurse who is temporarily assigned the responsibility for an organized unit, for at least one (1) hour or more in duration. The definition of an "organized unit" shall be defined by the Employer. A charge Nurse shall not be expected to take a patient assignment while fulfilling the charge role. On all units, the charge nurse, when mutually agreed with manager or administrative house supervisor, will use their professional judgment when it is necessary to take patients, based on patient needs and nurse competency.

**5.8 Preceptor.** An experienced nurse proficient in clinical teaching (whenever possible not less than two (2) years of experience in the area the nurse will be precepting and completion of the preceptor class) who is specifically responsible for planning, organizing and evaluating the new skill development of a nurse enrolled in a unit specific program, as defined by the Employer, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignment and the time required for precepting, if any. The Employer recognizes that, generally, an assignment as a preceptor is voluntary. Patient-care

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assignments will take into consideration the duties of precepting. It is understood that staff nurses, in the ordinary course of their responsibilities, will be expected to participate in the general process of assisting nurses requiring unit orientation. This would include the providing of informational assistance, support and guidance to new nurses. Nurses assigned to precept a student(s) in Dedicated Education Units (e.g. 5A and 7A) or to precept a final term/practicum student, will be designated as preceptors provided they have completed preceptor training and demonstrate competencies. The Employer will provide training for the role and responsibilities of the preceptor. The Employer may waive the preceptor training requirement prior to assigning a nurse preceptor on an exception basis and the nurse so assigned will be paid in accordance with Article 5.8 and 9.11.

**5.9 Length of Service.** For purposes of this Agreement and the method of computing PTO, seniority and other conditions of employment, except as otherwise provided for herein, a “month” shall be defined as 173.3 hours of work and a “year” shall be defined as 2,080 hours of work. This calculation does not include Nurse’s step advancement as identified in Article 9.1, which is calculated in 12-month increments. Time paid for but not worked (excluding standby on-call pay) shall be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefits, not to exceed eighty (80) hours within any pay period.

**5.10 Regular Rate of Pay.** Unless otherwise required by the Fair Labor Standards Act, the “regular rate of pay” shall be defined to include the nurse’s hourly wage rate, shift differential when the nurse is regularly assigned to a complete evening or night shift, charge nurse pay when the nurse has a charge nurse assignment for a complete shift during the time the nurse is working as charge nurse (i.e., not on PTO), float premium for those nurses in the Float Pool/Resource Team, and any applicable wage premium in lieu of benefits for any nurse exercising that option.

## ARTICLE 6 - EMPLOYMENT PRACTICES

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

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

The Employer further agrees to enact practices that promote equity, diversity, and inclusion in the workplace, and aspire to actively build an organizational culture and inclusive work environment where everyone feels heard, respected and engaged. These shall include developing inclusionary practices, training to them, and identifying new and emerging best practices that further these goals. The Employer shall provide employees adequate access to all-gender restrooms. The Employer respects the rights of all Employees to make their pronouns known and to have their pronouns be honored. The employer shall make every effort to honor the chosen name any employee would like to use on their ID Badge and, email

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and any other identification that is not legal documentation that can be viewed by the general public. The employer will not unreasonably deny updates to ID badges/Emails when requested with a chosen name.

Employees are encouraged to promptly contact the Human Resources Department, in writing or verbally, in the event they believe they have been unlawfully discriminated against in terms of their employment in violation of this Section. The Human Resources Department will conduct an impartial investigation including a meeting with the employee (if requested) and will provide a written update on the status of the investigation within thirty (30) days of the date the employee submitted the complaint to the Human Resources Department. If the complaint is not satisfactorily resolved, it may be submitted by the employee to the appropriate administrative agency.

~~2. Gender Neutral. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.~~

**6.2 Discipline and Discharge.** No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of a progressive discipline (such as verbal and written reprimands and the possibility of suspension). Per Diem nurses shall be disciplined or discharged only for just cause except for issues arising from hours of work and/or compliance requirements (to include annual or one time mandatory requirements). The determination of which step of progressive discipline applies rests with the Employer, subject to the grievance procedure with the understanding that the arbitrator shall have the authority under the "just case" language of this section to determine the appropriateness of the level of progressive discipline applied by the Employer. A copy of all written disciplinary actions shall, as part of the discipline procedure, be made available to the nurse within twenty-four (24) hours of the discipline, and the Union upon request. The nurse shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the Employer determines the nature of the offense is just cause for immediate suspension or discharge. A nurse may request the attendance of a Union representative (which can include a UFCW staff person, shop steward or bargaining unit representatives) during any investigatory meeting which may lead to disciplinary action. The nurse may provide a written response to the disciplinary action, which will be retained with the disciplinary action in the nurse's personnel file. Nurses may request a review of any disciplinary action. Written warnings and suspensions shall remain in the employee's personnel file. However, disciplinary actions for attendance and/or performance unrelated to patient care or serious behavior/conduct violations that are more than eighteen (18) months old will not be considered for purposes of progressive discipline.-Disciplines after eighteen months shall not be used for progressive discipline as long as the discipline was not related to patient care or serious behavior/conduct violations. Upon Nurse's request, written warnings will be removed from a nurse's file after eighteen (18) months without further discipline, as long as the warning was not related to patient care or serious behavior/conduct violations.

~~6.3 Coaching/Counseling.~~ Coaching/Counseling conversations with nurses will be documented and initialed by the nurse or summarized in an email that is sent to the nurse, and the Union if requested, within seven (7) days of the conversation. The nurse may provide a written response to the coaching/counseling, which will be retained with the documentation in the file Coaching/Counseling will be not be used for progressive discipline after nine (9) months.



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**6.34 Notice of Resignation.** Nurses shall be required to give at least fourteen (14) calendar days' written notice of intended resignation. Failure to give such notice shall result in loss of accrued benefits. The Employer will give consideration to situations that would make such notice by a nurse impossible. This notification requirement shall not apply to an introductory nurse.

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

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

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

**6.8 Personnel Files.** By appointment, nurses may review their personnel files. Upon request, a nurse shall receive a copy of any materials contained in his/her/their file. Nurses may also request from their manager a written summary of any additional information on any behavioral or practice concerns identified since their last performance evaluation. Warning notices shall be removed in accordance with Article 6.2 after 6 months from the file, automatically, upon mutual agreement of the nurse and the Director of Human Resources.

**6.9.1 Mileage Pay.** A nurse required to travel between campuses during working hours in his or her own personal vehicle shall be paid for mileage at the IRS rate.

**6.910 Parking.** The Employer will not discontinue its policy with respect to free parking without first bargaining with the Union and will not make a change that affects only registered nurses.

**6.10-11 Safety.** The Medical Center will maintain a safe and healthful workplace in compliance with all federal, state and local laws applicable to the safety and health of its nurses, including providing protective equipment and having it readily available in accordance with appropriate OSHA and WSHA guidelines. The nurses will comply with all health and safety policies and procedures of the Medical Center.

Matters arising out of this provision that relate to the physical work environment, employee safety training or employee safety equipment should be presented to the supervisor immediately verbally and/or in writing. The supervisor will take steps to have the issue presented at the next daily safety huddle. The Union shop steward designated as the safety representative or nurse may attend the safety huddle and will have access to safety huddle minutes.

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The nurse and/or safety shop steward may also choose to present the issue to the Safety Committee at the earliest opportunity. If the issue is not resolved within thirty (30) days, the Union safety shop steward may take the issue, in writing, to the Vice President of Support Services or designee for resolution. If the Vice President of Support Services, or designee, does not respond within seven (7) days of receipt of written notice, or an agreed upon resolution is not implemented within a reasonable time, the Union may grieve only the failure to timely respond or timely implement the agreed upon resolution. If an agreed upon resolution is not reached, the parties may submit the issue for expedited mediation at FMCS.

**6.11.1 Declared State of Emergency.** In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the Hospital, the Hospital and Union, upon request, will meet to discuss safety measures within ~~fourteen-twenty-eight (28)~~14 days of the request, (i.e. area for donning and doffing of gowns, disaster relief pay, PPE, etc.).

**6.12 Staffing.** ~~The Staffing Committee for each unit will determine staffing levels for their unit in compliance with State Law.~~ Hospital will determine staffing levels in compliance with state law and in coordination with the Hospital Staffing Committee submitted staffing plans. When nurses identify In the event nurses perceive staffing concerns, they can address such concerns with their supervisor in a manner that does not interfere with or delay patient care by following the Collaborative Staffing Intervention process in compliance with State law. Staffing and workload issues should be addressed promptly ~~Assignments despite objections~~ at the time of occurrence, and may be resolved through resources such as adjustments in assignments, the use of other staffing resources (e.g., per diem nurses, float staff, agency nurses), adjustments to work loads, adjustments to work schedules, or other resources (e.g. call-back, ~~and~~ shift bonus, and other incentives). Acute staffing concerns should be addressed promptly with the employees supervisor, House Supervisor, or designee, at the time of occurrence. If the staffing concern is not addressed in real time then such concerns including chronic recurring staffing issues should be raised through the collaborative staffing intervention process. The ~~House Supervisor Nursing Administrative Supervisor~~ or designee will address acute staffing issues in-person, when possible, and may adjust staffing levels to meet patient care needs. ~~If an acute staffing issue occurs for more than one consecutive day, then the staffing committee must be notified and respond to the nurses effective within fourteen (14) days and may establish contingency staffing plans to address the acute staffing concerns.~~

The Employer recognizes ~~that the hospital staffing committee will include the following to be considered in developing the staffing plans the responsibility of nurses under the Nurse Practice Act, and other statutes pertaining to nursing, and will consider, adhere to in good faith,~~ nationally recognized professional organization guidelines (for example: AWHONN, ANCC, ENA, AORN, ~~NNU~~); and the responsibilities of nurses under the Nurse Practice Act that will promote working conditions that enable nurses to meet their responsibilities under the Nurse Practice Act ~~that has been recommended by the staffing committee.~~ Such commitment is in recognition of the mutual desire of the parties to maintain staffing consistent with quality patient care as well as relieve the additional burdens placed on staff by under staffing. ~~Staffing and workload issues should be addressed promptly with the supervisor at the time of the occurrence. In the event nurses perceive staffing problems, they shall have the right to discuss such problems with their supervisor in a manner that does not interfere with or delay patient care by following the Collaborative Staffing Intervention process.~~

Acute staffing concerns should be addressed promptly with the employees supervisor, or designee, at the time of occurrence. If the staffing concern is not

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~~addressed in real time then such concerns including chronic recurring staffing issues should be raised through the collaborative staffing intervention process. Recurring staffing issues should be promptly addressed. Such concerns should first be raised through the Collaborative Staffing Intervention process and in most instances the unit based staffing committee.~~ The Employer will acknowledge receipt of the employer and union CSI in any format per state law in writing within five (5) business days, and shall provide the staff nurse a copy of the submitted CSI form. Anonymous submissions shall be included in the CSI report to be reviewed at the HospitalNurse Staffing Steering Committee. At least one week prior to the HospitalNurse Staffing Steering Committee meeting, a list of submitted CSI reports will be provided to ~~the~~each Unit Based Staffing Committee Chair for review. The Hospital Staffing Committee will determine various subcommittee(s) to be unit specific to assist in the review of CSI's prior to the Hospital Staffing Committee and will to provide proposed solutions and action plans to address recurring staffing issues as identified by the review of CSIs by the Hospital Staffing Committee. Frequency of ~~these~~ individual subcommittee meetings and membership may be s will meet one week prior to the monthly Hospital Staffing Committee and not less than monthly and may meet more frequently depending on volume of CSI's submitted. Additional subcommittees may be formed determined at the discretion of the Hospital Staffing Committee. ~~Staffing Workgroups shall be formed at the discretion of the Hospital Staffing Committee, based on need, for the purpose of implementing staffing changes necessary to address staffing concerns brought to the Hospital Staffing Committee through the CSI process. Subcommittees will assist in the review of CSI's prior to hospital staffing committee and will provide proposed solutions to address recurring staffing issues. Subcommittees will meet prior to the monthly Hospital Staffing Committee and not less than monthly. Subcommittees may meet more frequently depending on volume of CSI's submitted. Subcommittees will be determined by the Hospital Staffing Comimittee and will be included in the charter. If the nurse reasonably believes that the unit based staffing committee has not sufficiently addressed the staffing issue, the nurse may advance the staffing issue in writing to the Nurse Staffing Steering Committee for consideration (the nurse will also inform the manager if he/she plans to escalate).~~

The parties further agree to commit to the following program. ~~The Chief Nursing Officer agrees to a standing monthly meeting with this nurse representative (meeting time to be compensated per Article 15.5) to address unresolved recurring/chronic staffing issue in good faith and to prepare a joint plan of action in writing with rationales for the decisions reached. The nurse representative may also attend COR, meeting time to be paid per Article 15.5, so that he/she participates with senior leadership in discussions related to the allocation of resources for staffing initiatives.~~

Acute staffing issues are not subject to the grievance and arbitration procedures, unless the staffing/patient care issue involves an alleged violation of other provisions of the Agreement. Recurring staffing concerns may be addressed through existing CBA procedures above. If the RN believes that

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~~their/his/her~~ issues are not resolved, a grievance may be filed. ~~The parties at any time can mutually agree to binding mediation for acute or for chronic, recurring staffing issues.~~

In addition, € chronic staffing issues that exist for the same category, as defined by the Hospital Staffing Committee, for a period spanning a minimum of 90 calendar days and for which no reasonable solution was considered and implemented, or the reasonable solution implemented did not resolve the chronic staffing issue, then the employer and the union shall enter no more than one binding mediation in any calendar year for multiple chronic staffing issues. A mediator shall be chosen from a list provided by the Federal Mediation and Conciliation Service.

The union and employer shall present their solution on the chronic staffing issue(s). If the parties are unable to reach agreement on a resolution, the mediator shall choose from solutions presented, which will be sent to the Hospital Staffing Committee for consideration to operationalize.

A mediator shall be chosen from a list provided by the Federal Mediation and Conciliation Service. Nurses will not be counseled, disciplined and/or discriminated against for raising patient care issues including but not limited to questioning appropriateness of the assignment, filling out a ~~n-employer or Union~~ CSI per state law or participating in staffing committees. An alleged breach of this anti-retaliation provision may be grieved.

#### **6.12.1 HospitalNurse Staffing Steering Committee.**

~~The Hospital Staffing Committee will be constituted and meet in accordance with state law and ensure committee members have 30 days notice of meetings with a minimum of 7 days notice for any meeting that falls outside of the standard meeting frequency . The Chief Human Resource Officer will attend quarterly. The Nurse Staffing Steering Committee, in accordance with Article 15.4 and 6.12, is a forum for discussion and collaboration to produce an annual overall nursing staffing plan that creates a safe and effective environment for patients and staff, assures adequate nurse staffing resources to meet patient care needs and promotes professional nursing practice. Such forum will include at least three (3) staff nurses. The committee shall be scheduled to meet six (6) times per year. The dates of the meetings will be announced within the last quarter of the preceding year and posted in a mutually agreeable place which all Unit Based Committee Chairs have visibility. This meeting shall be recorded and available to all RN's and the Union.~~ Decisions made and action items from the meetings will be kept and shall be available to all RNs and the union representative. For the life of this Agreement, the parties agree that the following will be agenda items for the Committee meetings during the year:

- Open Position Update and incentives
- Peak Census - Planning and Update
- Ancillary Staff Utilization
- Traveler and Agency Usage
- CSI Review
- Staffing Plan

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Nurse Sensitive Indicators~~Outcomes~~  
Nursing Residencies  
~~Assessment of Unit Based Staffing Committee Effectiveness-~~  
Low Census review and update  
Strategies regarding meal and rest breaks  
Exit Interviews (as available)  
CSIs with Adverse Events indicated

Retention Interviews (as available)

Other agenda items may be added by mutual agreement of the parties. The Employer shall post, in a public area on each patient care unit, the nurse staffing plan and the nurse staffing schedule for that shift on that unit, as well as the relevant clinical staffing for that shift.

The Hospital Staffing Committee will review the questionnaire for exit and retention interview data within one (1) month of ratification of the Agreement.

~~6.12.1.1: The Hospital Staffing Committee will create a standardized review the questionnaire for exit and retention interview data within 3 (1) month of ratification of the Agreement.~~

6.12.2 At the time the schedule is posted via Article 8.3, if more than 20% of shifts required to fill the DOH submitted staffing plan are vacant, then ~~Should the staffing plans submitted to the DOH are not able to be adhered to by a margin of 80%, the following provision applies to eligible nurses as listed below and who work on a scheduled day off to provide direct patient care in order to meet staffing needs. This premium will be applied per-shift as long as the threshold is not exceeded due to unapproved absences (this excludes protected leave and leave due to pre-approved PTO), or because of an unforeseeable emergent circumstance as defined in SB 5236. (Nurses may waive this premium at their request.):~~

1. Full-time nurses (0.9-1 FTE) who meet their weekly FTE (Low Census hours will be counted as time worked) shall be paid at the rate of two times (2) their regular rate of pay for all time worked on their scheduled day(s) off.

2. Part-time nurses (0.5-0.89 FTE) who meet their weekly FTE (Low Census hours will be counted as time worked) shall be paid at one and one half times (1 1/2) their regular rate of pay for all time worked up to 36 hours on their scheduled day off and double time above .9 FTE.

3. Per diem nurses who work two shifts per pay period shall be paid one and one half (1 ½) times their regular rate of pay up to .89 FTE and double time above .9 FTE.

- Nurses may be required to float as mentioned in Article 6.13.

- Nurses on these shifts cannot bump per diems who have been previously scheduled.

- o Nurses on these shifts shall be the first released when no longer needed as determined by staffing needs, and in reverse order of signing up for the extra shift.

- This pay shall not apply to exchanged or traded shifts.

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Time on “Standby” (section 9.7) shall not count as hours worked, however, actual time paid as “Call-In” shall count as hours worked under this section.

PTO, EIB, and non-mandatory Education time shall not count as hours worked under this section. Exceptions to this rule will be made in cases of Mandatory Education, Pre-planned PTO, and Sick, and for nurses who are given Low Census and chooses to use Annual Leave to cover their time loss.

Nurses reporting for work shall be paid for a minimum of ~~four~~ **three (34)** hours.

**6.13 Floating.** Nurses can be temporarily assigned (floated) to any staff nurse position within the Medical Center. Nurses who are required to float will have received orientation appropriate to the assignment. Nurses will be expected to perform all basic nursing functions. It shall be the responsibility of the nurse involved to inform the charge nurse/lead of the unit to which the nurse is floated of any task or assignment for which the nurse feels inadequately prepared. If necessary, the nurse shall contact the department manager and, if not available, then the Administrative Supervisor,

Each floated nurse will receive orientation to the unit and will be assigned a resource person from the unit’s permanent staff for clinical guidance as needed. Orientation will be appropriate to the assignment and will be dependent upon the nurse’s previous experience and familiarity with the nursing unit and patients to which such nurse is assigned. Floating assignments will be made based on matching the skills of the nurse to her/his assigned unit/patients. Nurses shall not be floated more than one (1) time per shift unless by mutual agreement.

When a nurse is floated outside of the nurse’s Skill Department, the nurse will not be expected to practice independently in the unit to which the nurse is floated, unless the nurse has completed Level I Competencies and orientation for that unit within the last twelve (12) months. After a nurse has been oriented to the unit, thereafter working on the unit within twelve (12) months of the current assignment shall qualify as orientation for purpose of this provision. Assignments will be made based on the nurse’s skills and abilities and the patient census and acuity. The charge nurse on the receiving unit shall be responsible for selecting an appropriate assignment for the nurse.

Units will use the PRMCE Workforce Environment and Safety form and the clinical skills checklist as a unit specific orientation tool. The Employer will not assign float nurses as charge without mutual consent.

Agency and traveler nurses will share floating obligations with regular staff subject to qualifications as determined by the Employer.

**6.14 Voluntary Reduction of FTEs.** Nurses may reduce their FTE at any time upon mutual agreement with the manager based on the staffing needs of the unit. The manager will indicate on the EAN that the nurse is “reducing the hours of their current position.” Nurses reducing their FTE may not change shift length as part of the reduction of FTE. For example the nurse may not go from a 0.8 FTE, 8 hour shifts, to a 0.6 FTE, 12 hour shifts. Nurses reducing their FTE may not change shifts, for example from days to evenings. The reduction of the FTE will be effective on the first day of a pay period.

If a nurse reduces their FTE the remaining hours that become available will be posted on the postings if the manager determines those hours to be filled. The hours (a new position) will be submitted on a position requisition to the Stewardship committee, approved, assigned a position number, and posted on the next weeks posting. The postings are available through email and on the internet.

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If a nurse reduces their FTE to an on call then an on call position must be on the postings.

A nurse hired from outside Providence will only be hired in to a posted position.

## ARTICLE 7-SENIORITY

### ARTICLE 7 - SENIORITY

**7.1 “Seniority” Defined.** Seniority is defined as a nurse’s continuous length of service as a registered nurse in the bargaining unit based on total hours compensated and low census hours with the Employer from most recent date of hire. Seniority will accrue based on hours compensated and low census hours.

Nurses who leave the bargaining unit and thereafter return to the bargaining unit without a break in service as an employee of the Employer shall have their seniority bridged and their seniority date adjusted to reflect the period of non-bargaining unit status. The seniority of a nurse returning to the bargaining unit shall not be recognized or used until after the returning nurse has obtained an initial full-time or part-time bargaining unit position.

Providence length of service shall be used to determine vacation and benefit accruals.

**7.1.1 Per Diem Seniority.** Seniority shall not apply while on per diem staffing status. Effective upon ratification: 1) Nurses who move to a regular status shall have hours worked while on a per diem status count towards their seniority; 2) Regular status nurses who change to per diem status and return to regular status without a break in employment shall have previous benefit accrual levels reinstated and seniority hours reinstated including the hours worked while on per diem status.

**7.2 Layoff.** A “layoff” is defined as a permanent or prolonged reduction in the number of nurses employed by the Employer under this Agreement. The Employer will give at least thirty (30) days’ advance notice to the affected nurses and the Union.

**7.2.1** For the purpose of layoff, nursing units will be assigned to one of the Skill Departments established by the Employer. The Skill Departments shall be renegotiated by the parties if the Employer gives written notice to the Union of its desire to change the Departments.

**7.2.2** When the Employer determines it is necessary to lay off nurses from a nursing unit, the Employer will first seek volunteers from the Skill Department affected. The position(s) to be vacated by a volunteer(s), if any, will be posted for bid within the Skill Department if the position is not in a unit designated for layoff.

**7.3 Unit Layoff.** If a unit layoff is still necessary, the employer shall give advanced notice per section 7.2 to the Union and the nurses who are subject to the layoff. Nurses will be designated for layoff on the shift in the unit affected by the reduction, with the least senior nurse(s) on the shift being designated for layoff, provided that, in the opinion of the Employer, skill, competence, performance as a professional, ability and experience to perform the work are considered equal. The nurse(s) designated for layoff on that shift may select a vacant position for which ~~he/she~~they is qualified or displace a less-senior nurse on either of the other shifts in ~~his/her~~their unit, provided that, in the opinion of the Employer, the nurse’s skill, competence, performance as a professional, ability and experience are equal to that of

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the nurse being displaced. If there is no equally or less-qualified nurse with less seniority, the nurse(s) may displace the least senior nurse in the nurse's Skill Department in the position the Employer determines the nurse has the skill, competence, performance as a professional, ability and experience to perform which are equal to that of the nurse being displaced.

Any nurse who is displaced by this process shall have the same right as the nurse originally selected for layoff.

A nurse who is not able to retain a position in the nurse's Skill Department or a vacant position shall be laid off.

**7.4 Unit Merger or Restructuring.** In the event of a merger of two (2) or more units into a single unit or restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. The Employer will give the Union thirty (30) days' notice of any affected classification(s) and/or cost center(s) and will meet and discuss the impacts of the changes. The manager(s) of the unit(s) shall determine applicable guidelines after the process has been discussed with the Union at Conference Committee. The positions will be filled by seniority, provided that, in the opinion of the Employer, the nurse's skill, competence, performance as a professional, ability and experience are equal to that of the nurse being displaced.

A nurse not able to retain a position on the new or restructured unit may select a vacant position for which ~~he/she~~ they is qualified or the nurse(s) may displace the least senior nurse in the nurse's Skill Department in the position the Employer determines the nurse has the skill, competence, performance as a professional, ability and experience to perform which is equal to that of the nurse being displaced.

**7.5 Unit Closure.** If a unit is closed, the affected nurses shall have rights of laid off nurses under Section 7.3.

**7.6 Skill Department Closure.** If an entire Skill Department is closed, an affected nurse may select a vacant position for which she is qualified or select a position from the 20% Low Seniority Roster where the nurse has greater seniority and, in the opinion of the Employer, has the skill, competence, performance as a professional, ability and experience equal to that of the nurse being displaced. The Low Seniority Roster shall be a listing of nurses which represents 20% of the most recently hired into regular full-time or part-time positions by the Employer. This listing shall include unit, department of service, employment status (FTE) and shift.

## **7.7 Departments.**

~~1. Medical Intensive Care Unit~~

~~2. Surgical Intensive Care Unit~~

~~2. Neonatal Intensive Care Unit~~

~~3. Pediatrics,~~

~~4. Family Maternity Center (Mother Baby, L&D, Lactation/Post Partum Clinics), Maternal Fetal Medicine~~

~~5. OR/Colby, Pacific~~

~~6. Emergency Department~~

~~7. All Medical Surgical (3A, 4A, 5A, 6A, 6N, 7A, 7N, 8N/S, 10N/S, 4C, 2~~



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~~North Med/Surg, Float Resource Team, In-patient Rehab~~

~~8. Behavioral Health~~

~~9. AM Admit, D2N, D3N, PACU – Colby & Pacific, Endo, Infusion, PASC,~~

~~3. IV Therapy~~

~~10. Cardio Vascular Lab~~

~~11. Interventional Radiology~~

~~12. Radiation Oncology~~

~~13. RN Transition Coordinator, RN Transition Planner~~

1. Critical Care Units - MICU and SICU

2. Intermediate Care (eg. PCC/Vascular, Cardiac Tele, CEU)

3. Neonatal Intensive Care Unit

4. Pediatrics

5. Family Maternity Center (Mother Baby, L&D, Lactation/Post Partum Clinics), Maternal Fetal Medicine

6. OR/Colby, Pacific

7. Emergency Department

8. Acute Care (eg. Oncology, Renal, Ortho, Telemetry, Non-telemetry)

9. Behavioral Health/Long Length of Stay

10. AM Admit, D2N, D3N, PACU – Colby & Pacific, Endo, Infusion, PASC

11. IV Therapy

12. Cardiovascular Lab

13. Interventional Radiology

14. Radiation Oncology

14.15. RN Transition Coordinator, RN Transition Planner

16. Alternative Care Areas

~~15.~~ **7.8 Documentation.** For the purposes of layoff, unit layoff, unit merger or restructure, unit closure or skill department closure the Employer shall provide to the Union, upon request, a list of 1) positions affected; 2) positions remaining (if applicable) to include unit, shift, length of shift (e.g. 8 hrs, 9 hrs, 10 hrs, or 12 hrs) FTE; 3) the seniority roster and 4) job openings. The Employer will provide the Union with the applicable skeleton schedule when it is posted in the unit.

**7.9 Recall.** Subject to Article 7.10, a nurse who is laid off shall have recall rights to vacant positions in the unit or Skill Department from which the nurse was laid off for up to twelve (12) months following the nurse's layoff when, in the opinion of the Employer, the nurse is fully qualified to perform the work required. Working per diem while on recall shall not affect a nurse's status on the recall roster. A nurse who is recalled to the nurse's Skill Department to a position on the shift from which the nurse was laid off and with a comparable FTE (within a 0.2 without loss of a benefited position) and who, for any reason, refuses the recall shall be dropped from the recall roster. A nurse shall be allowed up to ~~fourteenseven~~ (147) calendar days to accept the recall from receipt of notice. Notice of recall will be provided by mail and email if Nurse provides such email to Employer, to the nurse and the Union.

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**7.10 Notification to Employer.** A nurse on layoff must submit to the Employer a written statement via email or mail on a quarterly basis expressing a continuing interest in employment with the Employer. These statements must be sent to the Employer's Human Resources Department during the ten (10) day period following three (3) months, six (6) months and nine (9) months of layoff, respectively. If the nurse fails to meet this notification requirement by the specified dates, or if the nurse fails to keep the Employer notified of a current mailing address and home telephone number, email the nurse's name shall be eliminated from the recall list, and the Employer's recall commitment shall terminate. The Employer will provide laid-off nurses written notice of these requirements and will send a copy to the Union.

**7.11 Job Posting.** When there is a vacancy in a regular (FTE) position, it shall be posted for bid for five (5) days, at least one (1) day of which shall be a Saturday or Sunday, with Human Resources and available on the unit. Bids must be through the Human Resources application process. When nurses who are qualified for the position bid, the position will be awarded to the senior qualified candidate where the skills, ability, performance as a professional and experience are, in the opinion of the Employer, equal. Preference shall be in the following order, on the basis set forth for selection: (1) to full-time and part-time nurses on the unit who bid for the position, (2) nurses from the unit or Skill Department on layoff by recall under Section 7.9, (3) to other full-time and part-time nurses actively employed, (4) to all nurses on the general recall roster by bid, (5) nurses working per diem who are not on the recall roster. If there are no qualified bidders, the Employer may hire from the outside.

**7.11.1 Rejected Internal Applicants.** The Employer will interview all in-house applicants who meet the minimum qualifications for the job as listed in the job description who have the seniority to be awarded the job. The Employer will notify all internal applicants in writing (which may be by email) within ten (10) days of filling the vacancy or within sixty (60) days from the date the nurse submitted her/his their application whichever occurs sooner. An employee who applies for a position and is not selected for an interview or is selected for an interview but is not hired for the position may contact the manager to discuss why the employee was not selected and what skills the employee needs to be a successful applicant in the future. The Employer is committed to upgrading, promoting and transferring employees where appropriate.

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

- Discharge or voluntary resignation or retirement;
- Failure to return to work on a timely basis from an approved leave of absence;
- Absence from work for any reason, including layoff, except a compensable injury, for a period of twelve (12) months;
- Failure to report to work as assigned for a period of two (2) consecutive work days without calling in;
- Failure to return to work from layoff when recalled in accord with the terms of this Agreement.

## ARTICLE 8 - HOURS OF WORK AND OVERTIME

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

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

**8.3 Work Schedules.** Work schedules shall be posted for at least a four (4) week period and at least ten (10) days prior to the beginning of the schedule. Except as required by patient-care conditions (including an unanticipated shortage of staff) or low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent of the nurse and the manager. The nurse will be personally informed of any change to the final posted schedule initiated by the manager or designee by a one-to-one conversation which is confirmed in writing (includes the use of email) as soon as possible.

On units where an electronic schedule is currently being utilized, the electronic schedule will be the official schedule. These electronic schedules will be available to nurses electronically.

**8.4 Overtime.** Overtime at the rate of one and one half (1 ½x times) the nurse's regular rate of pay will be paid as follows:

1. For consecutive hours worked after the nurse's regular scheduled shift of at least eight (8) straight time hours.
2. Nurses on a 40-hour work week, e.g. nurses scheduled to ten (10) hour or twelve (12) hour shifts, after 40 hours worked at straight time in the work week or as provided in #1 above.
3. Nurses on an 8/80 schedule, after eighty (80) hours worked at straight time in a fourteen (14) day period.
4. Double time (2 x) will be paid as follows:
  - a. For nurses on an eight (8) hour or ten (10) hour per day work schedule, after twelve (12) consecutive hours worked.
  - b. For nurses on a twelve (12) hour shift, after fourteen (14) consecutive hours worked.
5. Per Diem nurses will be paid the overtime schedule for nurses on a forty (40) hour work week and daily overtime based on a twelve (12) hour shift.

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

Except for emergency situations, all overtime must be properly authorized and approved in advance by the appropriate supervisor. For the purposes of this paragraph, "appropriate supervisor" shall be defined as Charge Nurse, Assistant Nurse Manager, Administrative Supervisor, Manager, Clinical Director or designee.

Overtime and/or premium pay will not be pyramided. Provided, however, when a holiday falls on a nurse's regularly scheduled work day, the regular hours worked will count toward overtime eligibility.

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Time that is paid for but not worked will not count as time worked for the purpose of determining and computing overtime. Missed rest periods shall be considered time worked for the purposes of calculating overtime in accordance with this article.

**8.5 Work on Traditional Holidays.** Any nurse who works on one of the "traditional" holidays (New Year's Day, ~~MLK Day~~~~Presidents' Day~~, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall be paid at the premium rate of one and one-half (1½) times the nurse's regular rate of pay. No nurse shall be assigned to work the same holiday two (2) years in a row unless the nurse makes a written request to work the holiday prior to the posting of the schedule. Nurses will not be required to state their preference for working or not working Christmas Eve and/or New Years' Eve; however nothing herein shall prevent nurses from doing so. For Christmas only, the holiday will be defined as 6:30am on December 25 to 7:00am on December 26. Night shift nurses will receive holiday pay for only one Christmas Day qualifying shift, defined as Christmas Eve night through 7am December 25th or 6:30pm December 25th through 7am on December 26th.

**8.5.1 Holiday Substitutes.** Subject to staffing requirements, an employee may trade off any of the holidays in Section 8.5 for a day of significance (floating holiday) to the employee or, another recognized holiday, that is more important to the employee's personal belief system, i.e., Yom Kippur, Easter, etc. and will be scheduled off on that day of significance by giving the Employer at least two (2) weeks prior notice to the work schedule posting in which the substitute falls. If an employee cannot be scheduled off on their chosen day of significance, the employee will receive time and one-half premium pay.

**8.5.2 Department Closure on Holidays.** When a department chooses to close on a recognized holiday, nurses who are regularly scheduled to work on that holiday shall have the option to use PTO or not use PTO, while coding the time as low census. This time will count as time worked toward fulfilling the nurse's weekly FTE; however this shall not prevent nurses from volunteering to work additional shift(s) that week.

~~6.3.1~~ **8.5.3 Holidays on standby and low census:** For nurses working on standby during holidays the nurses shall be paid at the premium rate of two times (2x) the nurse's regular rate of pay for hours worked.

**8.6 Innovative Work Schedules.** "Innovative work schedules" are defined as schedules that require some change, modification or waiver of the provisions of this Agreement. Prior to the implementation of a new innovative work schedule, the Employer and the Union will promptly meet for the purpose of negotiating the terms and conditions of employment relating to that work schedule. Innovative work schedules shall be in writing and are subject to mutual agreement between the Employer and the nurses involved. Where innovative schedules are utilized by the Employer (including innovative schedules, if any, which are set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least fourteen (14) days' advance notice to the nurse.

**8.7 Report Pay.** Nurses who report for work as scheduled and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay.

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If the employee reports to work and can be assigned other duties covered under the RN job description and chooses to go home rather than work, the employee will not be eligible for report pay.

Should the Employer make a bona fide attempt to notify the nurse of a cancellation of shift but be unsuccessful in doing so, the employee will not be eligible for report pay. It shall be the responsibility of the nurse to maintain a current address and telephone number with the Human Resources Department and the staffing office. Failure to do so shall excuse the Employer from the notification requirement provided herein.

## **8.8 Assignment of Low Census.**

**8.8.1** Where the Employer determines that patient census does not require the number of nurses on the schedule in a particular unit on a particular shift, the Employer will implement the following low census procedure in the following order:

- a. ~~Travelers Agency (guaranteed and not guaranteed)~~
- b. ~~Agency Travelers—one shift each month maximum~~
- c. Overtime/premium pay shifts (extra shifts shall not be included in calculations for low census call off)
- d. Volunteers for low census (regular full and part-time nurses prior to per diem nurses)
- e. Per diem employees who are not on the schedule as of the time of posting
- f. Employees working extra shifts
- g. Per diem employees who are on the schedule at the time of posting
- h. Regularly scheduled employees in rotation

Low census may only be assigned one time per shift or any portion thereof. Use of this provision shall not create a split shift. Rotation of low census is determined by:

- a. The skills, competency, ability and experience of staff needed for patient care
- b. Persons with the lowest low census index

If low census indexes are equal, the least senior individual will be low censused first unless it's between volunteers, then it is the most senior individual.

The Low Census Index reflects the percent of time lost by the individual nurse to low census relative to the nurse's budgeted hours (FTE). Low census hours taken on a holiday, when premium pay is lost, will be calculated at 1.5 hours for each hour lost. The Low Census Index shall be updated regularly and shall be available to be reviewed by any nurse. Within six (6) months of ratification, the Employer will make the LCI available to RNs electronically.

Both employee requested and employer required low census will be calculated into the Low Census Index (LCI).

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Low Census Index Formula= LC Hours+ FTE

Zeroing Out. Low Census hours will be zeroed out and the relative ranking of each employee maintained as follows:

- a. Once annually on the first full pay period following December 31st  
Responsibility: Staffing Office
  1. Employees returning from leave of absence or transfer between Skill Departments may request to be issued an index equal to the lowest total hours of low census time on the Skill Department.
  2. New employees will be issued an index equal to the lowest total hours of low census time on the Skill Department.
- b. When a unit or department is closed (permanently). Responsibility: Director/Manager or Designee
- c. Low Census Review: The Parties mutually agree that any RN that reaches 96 on the Low Census Index (LCI) in a calendar year may make a written request of their manager for consideration for mitigation of low census for the remainder of the calendar year. Such mitigation may include but is not limited to:
  - a. Understanding and exploring education/cross-training opportunities for Registered Nurses
  - b. Floating or other assignments
  - c. Reviewing use of volunteers and other methods to reduce further low census
  - d. Removal from the low census rotation

At the conclusion of such review, the Employer will implement any mutually agreed upon opportunities for reducing low census for that RN.

**8.8.2** Full-time and part-time nurses who are released from duty due to low census will continue to accrue benefits based upon the nurses' scheduled hours of work.

**8.8.3** Subject to Article 8.21, taking standby low census shall be voluntary. A nurse may voluntarily be put on standby (low census) one (1) time per scheduled shift for a period of time as determined by the Employer and nurse at the time the nurse is originally called off.

**8.8.4** The Employer will make a bona fide effort to notify nurses who are to be assigned low census one and one half (1½) hours prior to the start of shift. Nurses who do not receive the hour and one half (1½) advance notice will be offered the opportunity to report for a minimum of four hours' work of duties as covered under the RN job description.

**8.9 Rest Between Shifts.** In scheduling shift work assignments, the Medical Center will make a good-faith effort to provide each nurse with at least twelve (12) hours off duty between scheduled shifts. In the event a nurse is required to work a scheduled shift with less than twelve (12) hours off duty between scheduled shifts, all time worked within this twelve (12) hour period shall be at the premium rate of time and one-half (1½x).

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Nurses who work continuously beyond the end of their regular shift of eight (8) hours will receive the premium rate of pay for all time worked on their subsequent shift which is within twelve (12) hours of the time the nurse left work after working the extra hours at the end of their shift the day before.

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

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

**8.10** ~~Salaried Nurses. This Article shall not apply to nurses employed on a salaried basis.~~

**8.11 Shifts.**

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

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

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

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

**8.13 Shift Rotation.** Subject to Article 8.21, shift rotation shall be voluntary.

**8.14 Meal/Rest Period.** All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required by supervision to work during this meal period shall be compensated for such work at the appropriate rate of pay. All nurses shall be allowed (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. Nurses may choose to take their block rest breaks intermittently by providing written notification to their supervisor. This provision shall be interpreted consistent with state and federal law.

8.14.1 Break Relief Nurses The Employer agrees to post and make reasonable efforts to hire twelve (12) additional .9 FTE positions 21 calendar days following ratification in the Float Pool who shall be assigned primarily to providing meal period and rest breaks for all shifts. The number and function of break relief nurse positions shall be reviewed annually by the unit committees prior to presentation to HSC and shall be presented to HSC prior to HSC finalizing staffing plan requests. Given the specialized training needed in closed units, the Hospital Staffing Committee will discuss and create, if needed, an implementation for break relief nurses in closed units.

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**8.15 Additional Hours.** Nurses interested in additional hours should sign up for same. If the nurse indicates the additional hours are being requested because of recent Medical Center -initiated low census, priority will be given to that nurse up to their assigned FTE. The Employer will attempt to equitably distribute additional hours among the available nurses in the clinical unit.

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

**8.17 Weekends.**

**8.17.1** The Medical Center will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. "Weekend" shall be defined as Saturday and Sunday for the first and second shift nurses and Friday night through Sunday, for third shift nurses. ~~10:30 p.m. Friday through 10:30 p.m. Sunday.~~ Nurses who work only one weekend shift will receive weekend pay for one shift. Nurses who work any combination of night weekend shifts will be paid weekend differential for a maximum of two shifts.

**8.17.2** Nurses will not be required to regularly have standby on-call scheduled more than two (2) weekends out of four (4) consecutive weekends, or on weekends they are not scheduled to work their shift.

**8.17.3** Nurses who have worked their scheduled weekends, as scheduled, will receive the premium rate of time and one-half (1½) their hourly rate, including weekend differential, for working an unscheduled weekend day.

This shall not apply to:

1. Per diem nurses;
2. Nurses who trade schedules;
3. Nurses who request to work on an unscheduled weekend or to take call more frequently;
- ~~e.~~ Nurses who are not scheduled for weekends, unless the nurse is required to work more than one (1) out

of three (3) weekends.

**8.18 Work in Advance of Shift.** A nurse who works prior to his/her scheduled shift will be paid at one and one-half (1½) times the regular rate of pay for all hours worked prior to his/her scheduled shift, subject to the no pyramiding provisions in Section 8.4.

**8.19 Additional Shifts.** Assuming skill and competence as determined by the Employer are not an issue, additional shifts shall be assigned as follows:

Additional shifts which are available at the time of posting or after a schedule has started will first be offered to regular full-time and part-time nurses assigned to the Skill Department who have been low censused during the prior posted work schedule who can work the shift on a straight-time basis. If there are no



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such nurses, then to any nurse in the Skill Department who can work the shift at straight time, starting with full-time and part-time nurses and then per diem nurses, with preference to those nurses on the recall roster who have requested per diem assignments. In each case, assignment shall be made on an equitable basis.

Prior to offering additional shifts to regular FTE nurses, the Employer may preschedule per diem nurses for up to ten

(10) shifts per schedule to shifts which are open after the scheduling of regular FTEs; provided, however, that no more than two (2) shifts per schedule will be prescheduled for any one (1) per diem nurse, until these shifts have been offered to nurses holding a regular FTE who could work the shift(s) at straight time.

**8.20 Temporary Assignments and Transfers.** Temporary assignment to a higher-paid position within the bargaining unit shall be compensated at the higher rate of pay. A permanent transfer to a position outside the bargaining unit shall be by mutual consent between the Employer and the nurse.

**8.21 Low Census Standby Shift Rotation.** If in any unit voluntary low census standby or voluntary shift rotation is not routinely accepted by nurses on that unit, the Medical Center may give the Union thirty (30) days' written notice to implement involuntary standby or rotation, as the case may be. If the problem is voluntary standby, the low census order of the unit will determine the nurse to be placed on standby. If the problem is voluntary shift rotation, the notice shall specify an equitable order of rotation of the nurses to the shift(s).

- If involuntary low census standby is implemented, the parties agree that low census will not be split within the shift.
- Nurses called in on involuntary low census standby will be paid in accordance with Article 9.6.3. The notice requirement on shift rotation shall not be applied to prevent the Employer from meeting patient emergencies.

## ARTICLE 9 - COMPENSATION

**9.1 Wages.** Wages will be as set forth in Appendix A. Nurses will be placed at the experience level of their credited experience as set forth in Appendix B as of the effective date of this Agreement. Thereafter, nurses will receive one (1) year of credited experience for each 12 months worked. 1872 hours paid plus low census hours or after one year, whichever occurs later. Time worked which is paid for at either time and one half (1 ½) or double time (2x) will count only as the actual hour worked and not for the pay received. For example, a nurse who works three (3) hours after the nurse's regular shift and, therefore, receives four and one half (4 ½) hours pay for the for the three (3) hours, will have three (3) hours count towards the nurse's 1872 hours.

For the life of the contract, the Employer agrees to maintain current step increases. Although the steps are variable, on average eligible employees receive a 2.5% increase with each step.

**9.1.1 Per Diem Nurses.** Per diem nurses will be paid at the Staff Nurse rate of pay plus fifteen percent (15%), in lieu of all benefits except shift differential, weekend premium, callback and standby pay. Per diem nurses will be paid at time and one-half (1½) for all hours worked

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on a holiday. A per diem nurse shall be credited with relevant experience in accordance with Appendix Bin determining the nurse's initial compensation. All per diem nurses will receive a copy of the Medical Center's per diem policies. A full time or part-time nurse who changes to per diem status shall retain the benefit accrual rate pending return to regular status. Any accrued paid time off shall be paid to the nurse at the time the nurse changes to per diem status. If a benefits-earning nurse elects per diem status, all eligible accrued extended illness hours will be banked. Upon return to benefits-earning status, all banked extended illness hours will be reinstated so long as there has been no break in employment.

**9.1.2 Pay in Lieu of PTO and EIB.** In lieu of paid time off (PTO) and extended illness bank (EIB), a nurse whose FTE is a 0.5 or above may elect a fifteen percent (15%) wage differential. This election must occur: 1) within the first ten (10) days of employment to be effective the first full pay period following the election; 2) within ten (10) days of ratification of this Agreement to be effective the first full pay period following the election; or 3) annually during open enrollment to be effective the first full pay period of the following year. Nurses will be advised of re-enrollment conditions prior to the election of the fifteen (15%) wage differential. Any accrued PTO shall be paid to the nurse at the time the nurse elects the fifteen (15%) wage differential. All eligible accrued extended illness hours will be banked. Upon return to paid time off accrual status, all EIB hours will be reinstated.

9.1.3. For nurses who are a 0.49 FTE or lower and, therefore, are not eligible for benefits, the wage differential shall be fifteen (15%).

**9.2 Market Competitiveness.** The rate of pay of nurses shall be reviewed by an annual determination of market competitiveness in September of each year based upon the market median. The market analysis will be shared with the Union by October of every year. If there is a difference between the current average wage of the RN wage scale and the average hourly wage of the market analysis the Employer shall meet and discuss solutions to achieve market competitiveness.

**9.3 Internal Equity.** Upon written request by an employee submitted within thirty (30) days from the date the nurse becomes aware of the claimed inequity, the Employer will promptly investigate any inquiry relating to the employee's placement in the appropriate experience level. The Employer shall respond as promptly as circumstances permit to such requests, in writing. If an error in placement is determined, an appropriate adjustment will be made retroactive to the first full pay period following the date the employee made the request. The employee will be placed in the correct experience level and will be credited in this experience level with the hours worked and date of placement in the incorrect experience level.

Nurses who appeal based on claims their actual experience is greater than what is contained in their Providence Regional Medical Center Everett file have the burden of proving their claim. If greater years are established by evidence outside their Providence Regional Medical Center Everett file, they will be placed in the correct level. Since, however, placement was not due to an Employer mistake, the effective date for change will be the date the appropriate documentation is submitted to the Employer.

**9.4 Date of Implementation.** Wage increases and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full pay period on or after the calendar dates designated.

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**9.5 Shift Differential.** Nurses assigned to work the second and third shifts will be paid a shift differential in addition to the nurses' straight time rate of pay, according to the following schedule. Nurses shall be paid shift differential for those hours worked on a second or third shift.

~~\$3.00~~2.75 per hour Second Shift

~~\$5.25~~4.75 per hour Third Shift

~~Effective the first full pay period following July 1, 2022, third shift differential shall increase to \$5.00 per hour. Shift differential will be paid on overtime hours if the nurse works into a shift that would normally be paid overtime. Shift longevity: After 24 months on third shift, for each hour worked on the third shift nurses shall receive a premium differential of three dollars (\$3.00) in addition to their shift differential.~~

**9.6 Low Census Standby Pay.** Low census standby is when an employee agrees to or is required, instead of working, to be available for a call in to work during a shift the employee was scheduled to work (applies during a time of low census). Low census standby hours count toward benefits.

**9.6.1** Nurses placed on low census standby status shall be compensated at the rate of four dollars and ~~seventy-five~~twenty five cents (\$4.~~75~~25) per hour. Low census standby duty shall not be counted as hours worked for purposes of computing overtime or fringe benefits. The Employer will provide paging devices to nurses on low census standby upon request.

**9.6.2** Low census standby pay pursuant to Section 9.6 of the contract will begin at the specified time the nurse has been placed on low census standby status, regardless of whether the nurse was working at that time. The nurse will receive low census standby pay for the full period for which he/she has been placed on low census standby but shall not receive low census standby pay for any hours actually worked during the low census standby period. Notwithstanding overriding patient safety, nurse seniority considerations or completion of shift work as assigned, a nurse on low census standby status shall be the first person to be offered available RN work which arises during the period of the low census standby status within the nurse's unit.

**9.6.3** If a nurse on low census standby status is called in to work, the nurse shall be guaranteed a minimum of three (3) hours call in and will be paid at the rate of time and one-half (1 ½) for all hours worked in that shift after being called in.

**9.7 Standby On Call.** A standby on call shift is a scheduled time outside the employee's scheduled work hours during which the employee is available for a call in to work. Unworked standby on call hours do not count toward benefits.

**9.7.1** Nurses who are assigned a standby on call shift shall be compensated at the rate of ~~four six~~four dollars ~~and seventy five cents and twenty five cents~~ (~~\$6.75~~4.75) for each hour on call when not worked. If called in to work, the nurse shall be compensated at the overtime rate of time and one-half (1½) for all hours worked, with a minimum guarantee of three (3) hours' work each time the nurse is called in. Travel time to and from the Medical Center shall not be considered time worked.

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The guarantee shall not exceed the number of hours the nurse is scheduled on call.

**9.7.2 Weekend On-Call Nurses.** Any call back worked in excess of twelve (12) hours in a calendar day (Saturday or Sunday), during a nurse's assigned hours of standby on call shall be paid at double the nurse's regular rate of pay.

Weekend call nurses who work four (4) or more hours of call back during the night shift on Sunday (11:00 p.m. - 7:00 a.m.) and are scheduled to report for a regular shift before 11:00 a.m. on Monday shall be allowed to utilize four (4) hours of EIB pay to cover an absence up to 11:00 a.m. When the hours are continuous, the nurse may elect, with manager approval, to continue working the scheduled shift at the overtime rate of time and one half (1 1/2).

**9.8 Standby On Call - Hold Over.** Nurses who are assigned standby on-call for the shift following their regular work shift and who are held over will be paid at the overtime rate for the hours worked after their regular quitting times, with a guarantee of three (3) hours of work, if the holdover is for more than one (1) hour.

**9.9 Weekend Premium Pay.** Any nurse who works on a weekend shall receive four dollars (\$4.00) per hour for each hour worked on the weekend in addition to the nurse's straight time rate of pay and any applicable differentials or premiums. "Weekend" shall be defined as Saturday and Sunday for the first and second shift nurses and Friday and Saturday, or Saturday and Sunday, for third shift nurses.

**9.10 Relief Charge Nurse Pay.** Any nurse assigned as: a relief charge nurse under the charge nurse job description shall receive a premium of three two dollars ~~and seventy five cents~~ (~~(\$3.002-75)~~) per hour for hours actually worked as charge, whether designated as charge, lead or "go to."

**9.11 Preceptor.** Any nurse assigned as a preceptor shall receive two one dollars ~~and seventy five cents~~ (~~\$2.001-75~~) per hour over the regular rate of pay for all hours so assigned.

**9.12 Job Title Changes.** A change in job title shall not affect a nurse's tenure step, seniority or rate of benefit accrual.

**9.13 Certification Pay.** The employee retains the responsibility for notifying the employer, within a timely manner, of each renewal of the certification in order to continue to receive the incentive. Certification pay for expired licenses will end the first full pay period following the expiration date if the renewal is not submitted. Certification pay will resume the first full pay period after the employer receives the updated/current certification.

Nurses holding a current certification(s) in their assigned practice area will receive one dollar per hour (\$1.00) certification pay. Nurses with multiple certifications shall be eligible to receive only one certification premium.

A list of approved certifications is attached as Exhibit A.

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**9.14 BSN Premium Pay.** All nurses who present evidence of a baccalaureate degree in nursing (BSN) from an approved accredited college/university will receive a premium of one dollar (\$1.00) per hour paid in addition to certification pay so that nurses with a BSN degree and one **(1)** or more certifications will receive both premiums for a total of two dollars (\$2.00) per hour.

**9.14.1 MSN/MN Premium Pay.** Effective the beginning of the first pay period after a nurse presents to Human Resources written evidence of a MSN/MN, the RN shall be paid a premium of one dollar (\$1.00) per hour. The premium will only apply to those nurses that have obtained a MSN/MN, but do not currently hold a BSN. The premium will not exceed one dollar (\$1.00). At no time will a nurse receive a premium for holding both a BSN and MSN/MN. A nurse with an MSN/MN and one (1) or more certification will receive both premiums for a total of two dollars (\$2.00) per hour.

**9.15 Transport Team.** Nurses who function as a member of a Transport Team shall not be required to use their personal vehicle.

**9.16 Float Pool/Resource Team.** Nurses who work exclusively in the Float Pool/Resource Team shall be paid the float pool/resource team premiums based upon eligibility, minimum qualifications, competencies and the ability to work within assigned unit clusters as determined by the Employer. Nurses in the Float Pool shall receive a premium of five dollars (\$5.00 ~~5.00~~) an hour.

**9.16.1** Other nurses not assigned to the Resource Float Pool/Resources Team shall receive a twoone dollars and fifty cents (\$2.00~~1.50~~) per hour premium on occasions when they float outside their assigned work unit as defined in Exhibit B.

## ARTICLE 10

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

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

**10.2** Employees with an FTE Status of 0.5 or above are eligible to accrue PTO and EIB hours. New employees accrue but may not use PTO or EIB hours during the first ninety (90) days of employment, except when a recognized legal holiday falls in this period. In this case, new employees may use PTO time for the holiday. PTO or EIB is not earned or accrued when employees are on an unpaid leave of absence or layoff.

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

PTO Credited Years of Service                      PTO Plan Year Accrual



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RN's denied vacation requests based on department needs and work requirements shall be provided an explanation in writing as to the reason of denial.

- b. Requests for PTO that are submitted after the bidding period shall be considered on a "first-come first-served" basis. PTO requests shall be submitted in writing and shall be responded to within fourteen (14) days after receipt of the request. Nurses may bid for PTO in increments of at least one (1) day. RN's denied vacation requests based on department needs and work requirements shall be provided an explanation in writing as to the reason of denial.
- c. Once approved by management, scheduled PTO may only be changed with the mutual written approval of the employee and management except in an emergency.
- d. The department/unit may limit in cases of conflict vacation to two (2) weeks during Prime Time. Prime Time shall be defined as Memorial Day weekend through Labor Day weekend and Thanksgiving Day through January 2<sup>nd</sup>.
- e. Holiday work schedule rotation takes precedence over PTO scheduling.

**10.5** PTO may be scheduled in increments of at least one (1) day, unless used for low census hours; however, employees are strongly encouraged to schedule PTO in weekly blocks. This provision notwithstanding, Registered Nurses will not be required to schedule PTO only in weekly blocks.

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

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

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

**10.9** Employees are expected to notify their supervisor ninety (90) minutes prior to the start of their scheduled day shift and two (2) hours prior to the start of their scheduled evening/night shift when it is known that they will be unable to work due to illness or disability (whether personal or due to the need to care for a dependent child, or seriously ill spouse or parent).

**10.10** The PTO plan year shall end on the last full pay period each December. Employees on either accrual schedule provided in 10.3 shall be entitled to the following:

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

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

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

**10.10.2** Employees may request an extension to this PTO carry-over provision under special circumstances. Extensions up to ninety (90) days will be authorized if an employee is not allowed to use their accrued PTO due to department staffing situations or unexpected projects. Employees must request the extension from their supervisor. The supervisor needs to forward the approved request to the Human Resources Department prior to December 1st of each year. If an employee is unable to use their excess PTO balance during this extension period, the hours will be cashed out.

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

## ARTICLE 11-HEALTH & SAFETY

**11.1 Insurance.** Medical, dental and long-term disability insurance shall be available through the employer for all benefit eligible (0.5-1.0 FTE) nurses beginning the date of hire in a benefit eligible status. Premiums paid by the employer (based on core plan) will be based on benefit eligibility (0.5-1.0 FTE). Through 2021, the Medical Center will pay one hundred percent (100%) of the employee only premium for full-time employees (0.75 - 1.0) participating in the core plan (the Health Savings Account) Medical Plan and a minimum of seventy percent (70%) of the dependent(s) premium for full-time employees, for the core plan, subject to employee participation in the wellness initiative of the Medical Center. For part-time employees (0.5 - 0.74), the Employer will contribute at least eighty-five percent (85%) of employee portion of the premium cost for the core medical plan (the HSA medical plan). The Employer will pay a minimum of seventy percent (70%) of the premium cost of dependent benefits for the core medical plan provided an enrolled spouse participates in the wellness initiative. The Employer will also contribute fifty percent (50%) of the premium cost for the core dental plan.

Benefits are predicated on nurses complying with plan requirements. The Employer agrees to offer group medical insurance and dental and vision coverage during this Agreement.

In benefit year 202~~44~~<sup>42</sup>, the parties agree that the amount of twice monthly medical premium payroll contributions will not increase by more than 10%, and eligible employees with an FTE of at least 0.75 will receive group medical benefits at no premium cost for the employee portion of the premiums for one of



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the plans as determined by the Employer. For medical insurance in benefit year 2024~~19~~, employee health incentive funding for each of the medical plans will not be reduced, provided the employee-s fully participate in the Employer's well-being program.

For benefit year 2024~~43~~, bargaining ,unit employees will participate in the same health insurance plans offered to the rest of the employees employed by the Medical Center; however, the parties agree that the amount of twice monthly medical premium payroll contributions will not increase by more than 10% on a blended average. The Employer also agrees that in 2024~~43~~, for eligible full-time employees participating in the RSA Medical Plan, it will pay at least ninety-five percent (95%) of the employee-only premium and a minimum of seventy percent (70%) of the dependent(s) premium depending on the family coverage category chosen, subject to participation in the wellness initiative of the Employer.

The Employer agrees to provide written notice of 2024 or 2025 benefit plan changes on or before September 15 , of the applicable year, at which point, upon the request of the Union, this Article will be reopened for expedited negotiations of material reductions/increases in premiums or in-network costs for core medical plan benefits (excluding those required by law or regulation such as Health Care Reform) to include mediation within thirty (30) days if no agreement is reached. The parties further agree that the Union may request interim bargaining over the impact to changes required by law of regulation (e.g. health Care Reform). However, all other provisions in the contract, including Article 14, will remain in full force and effect. Changes in networks or healthcare providers, available under existing plans shall not be considered a material reduction in benefit during this Agreement.

~~**11.2 — Health Tests.** All nurses shall participate in the Employer's tuberculosis and rubella screening programs consistent with state law and the Employer's occupational health policies and procedures. The Employer will address additional occupational health needs consistent with state and federal requirements and, as appropriate, consistent with recommendations and guidelines of the Centers for Disease Control, local and state health departments and community standards. The Employer will provide a Hepatitis "B" vaccine series, as well as other vaccines and titers including influenza, pertussis, T-DAP, varicella, and MMR, without cost, to any nurse, upon request to the Employee Health Nurse practitioner.~~

**11.2 Health Tests.** All employees will participate in the Employer's health screening and vaccination programs consistent with state law, the Centers for Disease Control (CDC) requirements and recommendations and the Employer's occupational health policies and procedure, unless an employee has an approved exemption. The Employer will address additional occupational health needs consistent with state and federal requirements and, as appropriate, consistent with the recommendations and guidelines of the Centers for Disease Control (CDC), local and state health departments, and community standards. The Employer will provide through its facilities the following vaccinations and screenings, as recommended by national and local health guidance for the employee's role, at no cost to employees: influenza, Tdap, Hepatitis "B", Varicella and Measles, Mumps and Rubella (two courses), TB tests, and any vaccinations or screenings required for the employee by the employer's Employee Health Department.

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

#### **ARTICLE 12 - RETIREMENT PLAN**

The Employer will provide a retirement plan for all eligible regular status nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least thirty (30) days' advance notice before implementation of any change. The Union may request negotiations within seven (7) calendar days of receiving the thirty (30) day notice. The Employer will provide a TSA for an option with a contribution by the Employer.

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

**13.1 Request for Leave.** Any leave of absence must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request and stating the conditions of the leave of absence shall be given by the Employer within fourteen (14) days. All leaves of absence shall be without pay unless specifically provided for herein or agreed to by the Employer. The denial of a request for a personal leave of absence shall not be subject to grievance or arbitration.

**13.2 Pregnancy Disability Leave.** A pregnancy disability leave of absence shall be granted upon request of a nurse for the period of time that the nurse is sick or temporarily disabled due to pregnancy or childbirth. All leaves of absence shall commence on the first day of absence from work. If the nurse's absence does not exceed the actual period of disability due to pregnancy or childbirth, the nurse is entitled to return to work with the same unit, shift and FTE status. The nurse may use accrued EIB and PTO during the pregnancy disability leave. The nurse maybe asked to provide a statement from her health care provider verifying the period of physical disability and her fitness for duty. Nurses on approved pregnancy disability leave will continue to receive the Medical Center's contributions toward the nurse's medical, dental and vision coverage pursuant to this Agreement for up to six (6) months after which they will have the option of continuing their group medical coverage at their own expense during a maternity leave.

**13.3 Health Leave.** After six (6) months of continuous employment, a leave of absence for health reasons may be granted upon the recommendation of a physician for the period of disability, up to six (6) months, without loss of accrued benefits to the date such leave commences. Such approval will not be unreasonably withheld. All leaves of absence shall commence on the first day of absence from work. A nurse must take accrued PTO/EIB during the leave of absence. The Employer will make reasonable efforts to hold the nurse's job open for a leave of absence not exceeding twelve (12) consecutive weeks per year. If the nurse is unable to return at that time, the nurse will, thereafter, be offered the next available comparable position for which the nurse applied and is qualified. Refusal to accept a comparable position will result in termination of the employee. The term "comparable" is herein defined as the same shift, full-time or part-time status and Skill Department.

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If the leave request is granted, this leave shall run concurrently with FMLA, if the nurse is eligible for FMLA, and the nurse shall return to work to the same classification and FTE status if the nurse's absence does not exceed that allowed under FMLA.

Prior to the nurse returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse's capability to perform the work required of the position. Nurses on approved health leave will continue to receive the Medical Center's contributions toward the nurse's medical, dental and vision coverage pursuant to this Agreement for up to six (6) months after which they will have the option of continuing their group medical coverage at their own expense during a maternity leave.

**13.4 Family and Medical Leave.** As required by federal law, upon completion of one (1) year of employment, any employee who has worked at least 1,250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The Employer may require an employee to use any accrued PTO during the period of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. The leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee may elect to use any accrued paid leave time during the leave of absence for which the employee is eligible under the Employer's policies. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for a leave.

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

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

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

**13.8 Return to Work.** A nurse who indicates ~~his/her~~their availability to return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available comparable opening for which the nurse is qualified, subject to Article 7.11.

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

**13.10 Jury Duty.** Full-time and part-time nurses who are required to serve on jury duty shall be compensated by the Employer up to four (4) weeks of their normal straight-time rates of pay upon presentation of their summonses to their Department Managers. A nurse must notify ~~his/her~~their

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Department Manager as soon as possible so that arrangements can be made to cover the nurse's position during the intended absence. The nurse's timecard must indicate that the nurse is serving on jury or witness duty. The straight-time rate of pay, including any applicable shift differential, will be given for the number of hours of the nurse's regular schedule for each scheduled work day missed, providing that the nurse submits proof of jury-duty service.

A nurse working the evening shift will be released from his/her/their shift on the day of jury duty. A nurse working nights will be released ~~either the shift ending both~~ on the day jury duty begins ~~and/or~~ the shift beginning on the day jury duty ends, as the nurse may request.

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

1. Current sSpouse or domestic partner
  2. Son or daughterChild
  3. Father or mother ~~or In-laws~~
  4. Brother or sister ~~or In-laws~~
  5. Stepparents/stepchild/stepbrother/step sister
  6. Son in law or Daughter in law
  7. Grandparent/Grandchild
  8. Persons living together in the same household in a relationship which is substantially comparable to any of the aforementioned. A person who stood in loco parentis (legal responsibility of a person to take on the functions and responsibilities of a parent).
  9. Current in-law relationships through marriage or partnership of the above.
- 7

The Department Manager may also approve additional time off as (a) leave without pay or (b) annual leave.

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

**13.12 Leave for Domestic Violence, Sexual Assault, or Stalking.** Eligible employees may take unpaid leave for domestic violence, sexual assault or stalking for themselves or family members under appropriate circumstances in accordance with RCW 49.76.

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

It is 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 other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any nurse participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

#### ARTICLE 15 - COMMITTEES

**15.1 Conference Committee.** The Employer, jointly with the elected representatives of the nurses covered by this Agreement, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff. The function of the Committee shall be to discuss and seek resolution to mutual problems in order to find the most effective solutions, however, shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of representatives of management and representatives of the nurses covered by this Agreement with up to one (1) from each division with up to five (5) from each group. All members of the Committee shall be employees of the Medical Center. A Union staff representative may attend Conference Committee. A Union staff representative may substitute for an employee Committee member and attend at the request of the bargaining unit employees. When mutually agreed upon, additional resource people may be invited to attend for the purpose of providing information on an agenda item before the Conference Committee.

The Committee shall meet ten (10) times per year.

**15.2 Safety Committee.** This bargaining unit shall be provided representation on the Employer's Safety Committee.

**15.3 Nursing Councils.** The parties agree that there will be councils established from time to time to provide staff nurse input to matters involving their practices.

**15.4 ~~Hospital Nurse Staffing Steering~~ Committee.** The Hospital A nurse Staffing steering eCommittee will be established and maintained in accordance with state law RCW 70.41.420. The Hospital Nurse Staffing Steering Committee will have the discretion to form Staffing Subcommittees to provide proposed solutions and action plans to address recurring staffing issues as identified by the review of CSIs by the Hospital Staffing Committee. will oversee unit based nurse staffing committees, and The Hospital Staffing Committee will adopt a charter, as needed, with assistance from the DOH and L&I, for the unit based nurse staffing committees that includes the following:

- 
- The Charter will include A) process for electing cochairs and their terms; B) roles, responsibilities, and processes by which patient care staff job classes will be represented by the committee as nonvoting members, how many members will serve on the committee, processes to ensure adequate quorum and ability of committee members to attend, and process for replacing members who do not regularly attend. C) Schedule for monthly meeting with more frequent meetings as needed that ensures committee members have 30 days notice of meetings; D) processes by which all staffing complaints will be

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reviewed, investigated, and resolved, nothing the date received as well as initial, contingent, and final disposition of complaints and corrective action plan where applicable; E) processes by which complaints will be resolved within 90 days of receipt, or longer with majority approval of the committee, and processes to ensure the complainant receives a letter stating the outcome of the complaints; F) process for attendance by any employee, and a labor representative if requested by the employee who is involved in a complaint; G) processes for the hospital staffing committee to conduct quarterly reviews of: staff turnover rates including new hire turnover rates during first year of employment; anonymized aggregate exit interview data on annual basis; and hospital plans regarding workforce development; H) standards for hospital staffing committee approval of meeting documentation including meeting minutes, attendance, and actions taken; I) policies for retention of meeting documentation for a minimum of three years and consistent with each hospital's document retention policies; J) processes for the hospital to provide the hospital staffing committee with information regarding patient complaints involving staffing made to the hospital through the patient grievance process. (k) processes for how the information from the reports required under Section 3 Subsection (7) of this section will be used to inform the development and semiannual review of the staffing plan, and (l) a process for review of CSIs as a consent agenda with dispositions as recommended by unit based staffing committees.

- ~~1. An equitable process for the election of staff nurses to the unit-based staffing committee;~~
- ~~3. A process for disseminating unit-based decisions to staff nurses on the unit; and~~
- ~~3. A process to educate staff nurses on the unit about the Committee and its function. A process to review relevant data that impacts staffing plans~~
- ~~4. A process to review development and oversight of annual staffing plans~~
- ~~5. A process to review the staffing plans~~
- ~~6. A process to review, assess, and respond to staffing variations or concerns presented to the committee.~~
- ~~7. A criteria to review and resolve any and all CSI's submitted that includes analysis of first year turnover, overall turnover, top reasons for exit and retention interviews.~~
- ~~8. The hospital will provide the staffing budget to the staff committee~~
- ~~9. The hospital will provide the staffing committee an updated number of how many travelers are in each unit, at every meeting.~~

~~The staffing committee will make recommendations related to the allocation of resources for staffing initiatives including taking into account the staffing budget.~~

~~15.4.1 There shall be no limit to how long a nurse can be on the staffing committee.~~

~~15.4.2 In the event the staffing plan submitted to the DOH is not adhered to, state law will be followed.~~

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**\*\* LOU – Nurse Staffing Steering Committee Sunset one month following ratification – The Nurse Staff Steering Committee in accordance with RCW 70.41.420 and in its current form and all other unit-based staffing committees will sunset on 12/31/2023. The NSSC will be replaced by Hospital Staffing Committee and any appointed Subcommittees, as described under Article 6, on the same date.**

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**15.4 Compensation.** Members of the committee/councils shall be compensated for attendance at committee meetings at their appropriate rates of pay. Hours compensated outside of a nurse's regular work schedule shall be paid at the nurse's appropriate rates of pay and shall not be counted as hours worked for the purpose of computing overtime. Other premiums shall not be applicable to time spent in committee meetings. Non-members will not be compensated.-Committee/council members will be released to attend meetings with notice prior to the posting for the final schedule. If the final schedule is posted, council members are responsible to find a replacement.

## ARTICLE 16 - NURSING EDUCATION/LICENSE

**16.2 Nurse Professional Development.** After one (1) year of continuous employment, subject to budgetary considerations, nurses will be provided professional development leave for the purpose of enhancing the nurses' clinical skills (at rates of pay) according to the following schedule:

Regularly Scheduled* to Work at Time Leave is Requested:	<u>1.0 FTE</u> <del>36-40 hours per week</del> - 40 hours* <u>*prorated per FTE (40 hours x FTE)</u> <del>24-35 hours per week</del> — 32 hours <del>16-23 hours per week</del> — 24 hours <del>On-call, &lt;16 hours</del> — not eligible
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\* So classified on the Medical Center's employment records.

All professional development leaves must be approved by the appropriate Department Manager and will be granted on the basis of minimizing replacement time. Leave taken will not be counted as hours worked for the purposes of calculating overtime; therefore, requests will not be denied on such basis. Professional development leave will be on a January 1st-December 31st calendar-year basis. Any hours not taken by December 31st of each year will be lost and not carried over or accumulated to the next year.

16.2.2. Continuing Education and Professional Development Expenses. Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition and registration fees and certification exams, up to the amount set forth for each nurse, including per diems, in the following reimbursement schedule. Such financial assistance shall be subject to the approval of the subject matter, verification of attendance and/or completion of the course, and temporary budgetary constraints as determined by the CNO. Unused amounts shall not be carried from one calendar year to the next.

FTE	Dollars
<del>..758-</del>	
1.0	\$ <u>700650</u>
.6- <del>.749</del>	\$ <u>500450</u>
.3-.59	\$250

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.0-.29          \$200

**16.3 Nurse Residency Program.** The Nurse Residency Program is an educational program for nurses without current acute care experience or relevant experience in specialty areas. A resident nurse shall be assigned under the close and direct supervision of a designated registered nurse(s) and shall have limited responsibilities as defined by the supervisor/manager. Nurses participating in a residency program will be asked to sign a loan assurance agreement.

16.4 Tuition Reimbursement. All caregivers with an FTE of 0.75 or above may be reimbursed up to \$5,250 for tuition under the policy. All caregivers with an FTE of 0.5-0.74 may be reimbursed up to \$2,625 for tuition under the policy. Use of funds is pursuant to the Education Benefits Policy.

## ARTICLE 17 - GRIEVANCE AND ARBITRATION

**17.1 “Grievance” Defined.** A “grievance” is defined as any alleged violation of the terms and conditions of this Agreement. A grievance shall be submitted to the following grievance procedure: (Note: Recognized LOCAL 3000 Bargaining Unit Representatives/Shop Steward, as specified in Section 4.2, may substitute for one another.)

**17.2 Time Limits.** Time limits set forth in the following steps may be extended only by mutual consent of the parties involved. A time limit which ends on a Saturday, a Sunday or a holiday designated in paragraph 8.5 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to Step 2 or Step 3, as the case may be, without any action necessary on the part of the nurse. The parties will make a good faith effort to complete each step of the grievance procedure (steps 1-3) within forty-five (45) days unless mutually agreed otherwise.

### 17.3 Procedure.

**Step 1. Nurse and Manager.** The nurse or the Union shall first attempt to resolve the problem immediately with the nurse's immediate supervisor or human resources and in no event later than twenty-one (21) calendar days from the date the nurse or Union was or should have been aware that a grievance existed. The immediate supervisor or human resources shall be given fourteen (14) calendar days to respond to the grievance.

**Step 2. Nurse, Bargaining Unit Representative/Steward and Department Director.** If the matter is not resolved to the nurse's or Union's satisfaction at Step 1, the nurse or Union shall reduce the grievance to writing and shall present same to the Department Director or Human Resources within fourteen (14) calendar days of the immediate supervisor's decision. The written grievance shall contain a description of the problem, the specific section of the contract that allegedly has been breached, the date it occurred and the corrective action the grievance is requesting. A conference between the nurse (and the Bargaining Unit Representative/Steward and/or Union Representative, if requested by the nurse) and the Department Director and a Human Resource representative shall



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be held. The Department Director shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

Where a grievance involves a group of nurses and more than one department, the Union may initiate a grievance at Step 2 by contacting Human Resources to determine the appropriate Director(s).

**Step 3. Nurse, Bargaining Unit Representative/Steward, UFCW Local 300021 Staff Persons and Chief Nursing Officer (and/or designee).** If the matter is not resolved to the nurse's satisfaction at Step 2, the grievance shall be referred in writing to the Chief Nursing Officer (and/or designee) within fourteen (14) calendar days of the Department Director's decision. A conference between the nurse (the Bargaining Unit Representative/Steward and UFCW Staff Person, if requested by the nurse) and the Chief Nursing Officer (or designee) shall be held. The Chief Nursing Officer (or designee) shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

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

**Step 5. Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations, either party may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply of the Chief Nursing Officer (and/or designee). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains, with the party requesting arbitration to strike the first name. The person whose name remains shall be the arbitrator. The parties will strive to have arbitrations scheduled within one (1) year of the date of the letter moving the grievance to arbitration. The Arbitrator's decision shall be final and binding, subject to the limits of authority stated herein. The parties agree to use reasonable measures to protect the privacy of the parties and witnesses.

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

Each party shall bear one-half (½) of the fee of the Arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. All other expenses, including but not limited to legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case in

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this or any other forum shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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

## **ARTICLE 18 - GENERAL PROVISIONS**

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

**18.2 Complete Agreement.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement, whether or not such subject or matter may have been within the knowledge or contemplation or either or both of the parties. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

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

## **ARTICLE 19-DURATION**

This Agreement shall be effective on the date of ratification and continue in effect until October 30, ~~2023~~2026, and from year to year thereafter unless either party gives to the other written notice to open this Agreement at least ninety (90) days prior to October 30, ~~2023~~2026, or any annual anniversary date thereafter.

## **ADDENDUM**

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#### **NINE (9) HOUR SHIFT SCHEDULE**

In accordance with Article 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work a nine (9) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The nine (9) hour shift schedule shall provide for a nine (9) hour work day consisting of nine and one half (9 ½) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The nurse shall be allowed rest periods in accordance with Article 8.14.
2. Work Period; Overtime Pay. Overtime at the rate of one and one half (1 ½x times) the nurse's regular rate of pay will be paid in accordance with Article 8.4 for nurses scheduled to nine (9) hour shifts. Double time (2 x) will be after twelve (12) consecutive hours worked.
3. Rest Between Shifts. Shall be applied pursuant to Article 8.9.
4. Shift Differential. Where the majority of hours worked, excluding overtime, occurs in the periods designated as evening or night shift, employees will be paid shift differential for all hours worked on that shift. Where the hours are evenly divided, the shift differential shall apply to all hours worked on that shift.
5. Charge Duty. Charge pay will be paid in accordance with Article 9.10 for hours actually worked as charge.
6. Sick Leave Notification. Nurses shall notify the Employer at least ninety (90) minutes for day shift and two (2) hours for evening/night shift in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

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## TEN (10) HOUR SHIFT SCHEDULE

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

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 ½) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The nurse shall be allowed rest periods in accordance with Article 8.14.
2. Work Period; Overtime Pay. Overtime at the rate of one and one half (1 ½x times) the nurse's regular rate of pay will be paid in accordance with Article 8.4 for nurses scheduled to ten (10) hour shifts. Double time (2 x) will be paid after twelve (12) consecutive hours worked.
3. Rest Between Shifts. Shall be applied pursuant to article 8.9
4. Shift Differential. Where the majority of hours worked, excluding overtime, occurs in the periods designated as evening or night shift, employees will be paid shift differential for all hours worked on that shift. Where the hours are evenly divided, the shift differential shall apply to all hours worked on that shift.
5. Charge Duty. Charge pay will be paid in accordance with Article 9.10 for hours actually worked as charge.
6. Sick Leave Notification. Nurses shall notify the Employer at least ninety (90) minutes for day shift and two (2) hours for evening/night shift in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

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## ADDENDUM

### TWELVE (12) HOUR SHIFT SCHEDULE

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

1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of either thirteen (13) consecutive hours with two
2. (2) thirty (30) minute unpaid meal periods, or, if mutually agreeable to the Medical Center and the nurse, twelve and one-half (12 ½) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The nurse shall be allowed three rest periods of fifteen minutes each, to be administered in accordance with Article 8.14.
3. Work Period; Overtime Pay. Overtime at the rate of one and one half (1 ½ x) times the nurse's regular rate of pay will be paid in accordance with Article 8.4 for nurses scheduled twelve (12) hour shifts. Double time (2 x) will be paid after fourteen (14) consecutive hours worked.
4. Rest Between Shifts. Shall be applied pursuant to Article 8.9
5. Shift Differential. Where the majority of hours worked, excluding overtime, occurs in the periods designated as evening or night shift, employees will be paid shift differential for all hours worked on that shift. Where the hours are evenly divided, the shift differential shall apply to all hours worked on that shift.
6. Charge Duty. Charge pay will be paid in accordance with Article 9.10 for hours actually worked as charge.
7. Sick Leave Notification. Nurses shall notify the Employer at least ninety (90) minutes for day shift and two (2) hours for evening/night shift in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

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## ADDENDUM

### FOUR (4) AND SIX (6) HOUR SHIFT SCHEDULE

In accordance with Article 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work individual four (4) and/or six (6) hour shift schedules in coordination with the Employer. All existing contractual provisions shall apply. Any additional provisions regarding these shifts as they begin shall be discussed in Conference Committee.



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## **Appendix B**

~~The following areas of nursing experience for purposes of placement on the wage scale will be credited with 1 year experience for 1 year direct RN experience at the time of hire:-~~

- ~~• Acute Care-~~
- ~~• Flight Nurses-~~
- ~~• Clinical Educators from a hospital or accredited nursing school-~~
- ~~• Surgery Center exp. if hired into the OR-~~
- ~~• Birthing Center es . if hired into OB/L&D-~~
- ~~• Kidney Center exp. if hired into a Dialysis Unit-~~
- ~~• Psych exp. if hired, into the Chem. Dep. Unit-~~
- ~~• A clinical manager who has documentation that she/he worked 25% or more of time clinically-~~

□

Registered Nurses hired during the term of this Agreement shall receive full credit for each year of continuous recent registered nursing experience when placed on the wage scale. For purposes of this Appendix, continuous recent registered nursing experience shall be defined as experience in an accredited health care setting as a registered nurse (e.g., hospital, ambulatory care, home health agency, skilled nursing facility) without a break in registered nursing experience.

Licensed Practical Nurse (LPN) experience will be credited with one (1) year experience for each two (2) years related RN experience at the time of hire. Applicable LPN experience shall be defined as continuous recent experience in an accredited health care setting (e.g., hospital, ambulatory care, home health agency, skilled nursing facility, or equivalent health care experience) without a break in nursing experience.

### **-LOU Regarding Appendix B**

Within 30 days of ratification of this agreement, the Employer will provide to the Union the following information:

- 1) a list of nurses hired within the 12 months prior to ratification, and
- 2) the nurse's current step placement.

Within the 30 days following that, each nurse listed shall have an opportunity to resubmit their initial resume for review to Human Resources for the purpose of aligning it with the language in Appendix B.

Effective the second full pay period following February 1, 2024, nurses will be placed on the corresponding step based on initial resume and notified of such placement.

Additionally, within 60 days following ratification, nurses who were granted 50% credit and were not moved to 100% may submit a copy of their initial resume for review to Human Resources for the purposes of aligning it with the language in Appendix B.



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Effective the second full pay period following March 1, 2024, nurses from the above paragraph will be placed on the corresponding step based on initial resume and notified of such placement.

~~The following areas of nursing experience will be credited with 1 year experience for 2 years related RN experience at the time of hire:-~~

- ~~• LTC~~
- ~~• Home Care~~
- ~~• Surg. Center unless hired into the OR~~
- ~~• Birthing Center unless hired into OB/L&D~~
- ~~• Kidney Center unless hired into Dialysis~~
- ~~• Psych unless hired into Chem. Dep.~~
- ~~• Urgent Care~~
- ~~• Clinic~~
- ~~• A Clinical manager worked less than 25% clinically while a manager~~
- ~~• School Nurse~~
- ~~• LPN where work experience is in an acute care environment~~

~~Upon successful completion of one year of clinical practice as an independently functioning Staff Nurse prior nursing experience will be counted for purposes of future placement on the salary range. For instance, a staff nurse who was hired by PRMCE after working 6 years in Home Care would be credited with 3 years nursing experience at the time of hire. However, one year after completion of the orientation period the staff nurse will receive credit for the additional 3 years of Home Service nursing experience. At that time, the base hourly rate of pay will be adjusted to the rate consistent with the total years nursing experience.~~

~~The following areas of employment will receive NO credit for nursing experience:-~~

- ~~• LPN working outside of acute care and not being hired into a long length of stay unit~~
- ~~• QA/QI experience~~

~~If a lapse in service is one year or more, no credit will be given for the time away from practice.~~

~~If a lapse is less than 1 year, full credit for that year will be given.~~

## **ADDENDUM**

### **FOUR (4) AND SIX (6) HOUR SHIFT SCHEDULE**

In accordance with Article 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work individual four (4) and/or six (6) hour shift schedules in coordination with the Employer. All

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existing contractual provisions shall apply. Any additional provisions regarding these shifts as they begin shall be discussed in Conference Committee.

## LETTER OF UNDERSTANDINGS

### **Standby Bonus**

**Standby Bonus.** If nurses are scheduled by the Hospital for more than ~~500~~ 600 hours of standby during each half of the calendar year (January through June, and July through December) in a unit that requires call, nurses will be paid a bonus of ~~\$800~~ \$750, less required withholdings, to be payable no later than the first pay periods in August and February respectively. For more than ~~800~~ 850 hours of standby during each half of the calendar year (January through June, and July through December) in a unit that requires call, nurses will be paid a bonus of ~~\$100~~, less required withholdings to be payable no later than the first pay periods in August and February of each year respectively. For more than 1100-hours of standby during each half of the calendar year (January through June, and July through December) in a unit that requires call, nurses will be paid a bonus of ~~\$1250~~, less required withholdings, to be payable no later than the first pay periods in August and February respectively. For more than 1300 hours of standby during each half of the calendar year (January through June, and July through December) in a unit that requires call, nurses will be paid a bonus of ~~\$2000~~ \$1500, less required withholdings, to be payable no later than the first pay periods in August and February of each year respectively. The bonus shall not be "pyramided" with other standby bonuses. For example, the bonus for ~~500~~ 600 hours does not pyramid with the bonus for ~~800~~ 850 hours. The nurse must be employed on the date of payment in order to be eligible for this bonus.

### **One-Time Transition to Annual Step Progression for Current Nurses**

Effective upon ratification, Article 9.1 shall apply. For Nurses whose current step does not align with their appropriate step (years, as measured in 12 month increments, as a nurse with PRMCE), they will begin moving an additional step beginning on their next anniversary following ratification and will continue to do so until their anniversary which falls in the calendar year 2026. During the Nurse's anniversary which falls in the calendar year 2026, they will move the remainder of steps so they fall on the appropriate step which aligns with their years, as measured in 12 month increments, as a Nurse with PRMCE.

### **Modified Baylor Shift**

Beginning 30 days after ratification, positions will be posted that are expected to work every weekend only. For purposes of this LOU, "weekend" shall be defined as Saturday and Sunday. All weekend shifts under this model will be paid at time and one-half (1 and ½) and additional shifts worked will be paid at

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straight time, unless statutory overtime rules apply. PTO and EIB will be paid at straight time. Benefits will be paid at a .6 FTE.

### **Night Shift Differential Longevity Bonus**

After 24-months on third shift, nurses shall receive an annual bonus of \$1500, prorated by FTE, minus applicable withholdings. The bonus shall be paid for the first time January 1, 2025.

### **Staffing Spot Bonus**

PRMCE is committed to staffing to the DOH submitted staffing plans. For one year following ratification, all nurses ~~which~~ whose shift was less than 85% staffed, according to their unit's hospital staffing plan, for the previous month, shall receive \$500-, pro-rated by FTE and minus applicable withholdings, should they work 85% of their regularly scheduled monthly shift. Per diems shall be compensated as a .3 FTE for purposes of this bonus.

### **Market Competitiveness**

The parties agree to an early contract opener if either party gives the other written notice to open this agreement by March 31, 2026.

### **LOU – Boarder Assignment**

PRMCE will make every reasonable effort to attempt a nurse's boarder assignment will not consist of other patients if they are assigned two ICU boarder patients.

## **MEMORANDUM OF UNDERSTANDING: COLLABORATIVE APPROACH TO FULL STAFFING**

This collaborative approach to full staffing includes a commitment to the right staff in the right place, at the right time. The parties must work together to fill the existing vacancies. Nurses are a key part in assisting with the peer recruitment process and retention. The Employer, Union, and Nurses will work together to fill vacancies as outlined in the process below:

### **Within 1 month after ratification**

- Hospital Staffing Committee (HSC) meets to review the number of vacancies in each division and shift. The HSC chairs will receive ~~twenty-four~~ 24 paid administrative hours ~~annually~~ per month, during scheduled working time, at a time approved by supervisors.
- The HSC will utilize available data to strategize recruiting and retention efforts; Traveler usage data will be reviewed as part of this activity.

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- HSC will come to consensus on Innovative Staffing Models as they relate to staffing plans.
- The parties agree to adopt the Healthy Work Environment (HWE) approach.
  - The HWES standards are skilled communication, true collaboration, effective decision making, appropriate staffing, meaningful recognition, authentic leadership, and workplace violence.
- HSC will enhance and promote the PRMCE mentorship program for new hires and onboarding program as needed.

#### **Within 2 months after ratification**

- Subcommittees will meet to review the open positions list, as determined by HSC, to identify priority specialties and shifts that need additional support with recruitment. This will be reported to the HSC.
- The HSC will meet to develop recruitment and retention plan.
- Nurse Techs, while students, will begin receiving financial support from PRMCE.

#### **Within 3 months after ratification**

- HSC will review the priority departments provided by the subcommittees.
- HSC will track patterns to assist with predictive staffing.
- Based on these needs, the HSC will recommend recruitment and retention tactics to identify new candidates and retain current nurses, including the following:
  - Core leaders and nurses voluntarily may jointly go to local schools to recruit applicants. Nurses may go to their alma maters with a core leader and talent acquisition representative.
  - Nurse volunteers and core leaders jointly attending local job fairs.
  - Nurses posting to social media and other sites (e.g. Glassdoor, LinkedIn) about the benefits of working at PRMCE.
- HSC will bring back any overall recommendations for addressing concerns that may be creating a risk for caregiver attrition.

#### **4 months after ratification**

- Goal: 25% of initial calculation of open jobs filled
- HSC and subcommittees will continue to review, adjust, and employ recruitment and retention tactics.
- Subcommittees will review and adjust the total number of current open positions and compare to the initial calculation of open jobs.

#### **6 months after ratification**

- Goal: 50% of initial calculation of open jobs filled.
- HSC and subcommittees will continue to review, adjust, and employ recruitment and retention tactics.
- Subcommittees will review and adjust the total number of current open positions and compare to the initial calculation of open jobs.
- Retention/Stay interviews will begin to be conducted at least once per year with data collection. The data will be shared with HSC. Retention/stay interviews will be collected on opposing half years of performance reviews.  
Exit interviews, with data collection, will be offered for every RN who leaves PRMCE. The data will be shared with HSC.

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- All interventions developed from exit interviews and retention interviews will be reviewed in staffing committee for effectiveness.

**9 months after ratification**

- Goal: 80% of initial calculation of open jobs filled.
- HSC and subcommittees will continue to review, adjust, and employ recruitment and retention tactics.
- Subcommittees will review and adjust the total number of current open positions and compare to the initial calculation of open jobs.

**1 year following ratification**

- Goal – Overall RN Turnover: 15%
- Goal – First Year RN Turnover: Over 25% top priority department, between 20-24% “at risk dept”, between 16-19% "watch list dept”, at 10% or below “share best practices”. Whenever a department is at 20%+ FYTO, a process is triggered to identify root causes for turnover and immediate solutions for retention.
- HSC and subcommittees will continue to review, adjust, and employ recruitment and retention tactics.
- Subcommittees will review the total number of current open positions and compare to the initial calculation of open jobs.

**EXHIBIT B**

Work Units for Article 9.16.1 are defined as:

1	Medical ICU,	21	Colby PACU/Admissions
2	6N (Intermediate Care),	22	Endo/Medical Short Stay
3	7N (Cardiac Tele)	23	IV Therapy
4	CEU (Clinical Evaluation Unit)	24	Wound Healing
5	8N (Neuro Tele),	25	CVL (Cardiovascular Lab)
6	5A (Renal/Medical Tele)	26	IR (Interventional Radiology)
7	4A (Medical Tele)	27	RN Transition Planning
8	7A (Oncology)	28	Cardiac Rehab
9	10N (Ortho)	29	Radiation Oncology
10	10S (Surgical)	30	RN Transition Coordinator/Ortho
11	2N (Med/Surg)	31	RN Transition Coordinator/Cardiac
12	Inpatient Rehab	32	3A Close Observation
13	Emergency Department	33	6A Medical
14	OR Colby	34	8S (Medical Tele)
15	NICU (Neonatal Intensive Care)	35	Surgical ICU
16	Pediatrics	36	OR Pacific
17	Post-Partum Clinic/Lactation	37	Labor & Delivery
18	MFM (Maternal Fetal Medicine)	38	Post Partum
19	Behavioral Health	39	Pacific PACU/Admissions

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20	PASC (Pre-Anesthesia Screening Clinic)	<u>40</u>	<u>Alternative Care Units</u>
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