

# **COLLECTIVE BARGAINING AGREEMENT**

By and Between

**Tri-Cities Home Health**

**and**

**United Staff Nurses Union, Local 141,  
UFCW, AFL-CIO**

Effective January 1, 2010 through December 31, 2012

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By and Between

**TRI-CITIES HOME HEALTH**

and

**UNITED STAFF NURSES UNION,  
LOCAL 141, UFCW, AFL-CIO**

Effective January 1, 2010 through December 31, 2012

## **PREAMBLE**

This Agreement is made and entered into by and between Tri-Cities Home Health (hereinafter referred to as "TCHH" or "Employer") and the United Staff Nurses Union, Local 141, chartered by the United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as "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 exclusive collective bargaining representative for all full-time, regular part-time, and regular per diem Registered Nurses employed by the Employer and working in or out of its facilities in Benton and/or Franklin Counties in the State of Washington, excluding all other nurses, guards and supervisors as defined in the Act.

## ARTICLE 2

### UNION MEMBERSHIP

**2.1 Union Membership.** All nurses coming under the terms of this Agreement who are presently employed or who may be employed hereafter shall have the voluntary choice of whether to join the Union or otherwise provide financial support. Employer and Union agree that this shall be an individual decision free of interference or coercion.

Although membership and financial support shall be an individual, voluntary choice, Employer and Union agree that a nurse who elects membership or to pay dues shall be required, as a condition of continued employment, to continue doing so through December 31 of each calendar year this Agreement is in effect. However, the nurse shall have the option of withdrawing from membership and/or the payment obligation for the next calendar year by giving notice in writing and delivered to a shop steward, or mailed (and postmarked) to the United Staff Nurses Union, UFCW Local 141, no later than December 15 of any calendar year.

A nurse who fails to give timely notice of withdrawal from membership and/or the payment obligation must maintain membership and/or the payment of dues for the next calendar year.

**2.2 Religious Exception.** Employer and Union acknowledge and agree that a nurse who is or becomes obligated to make the payments required by Article 2 may, as a result of qualifying religious beliefs or practices, have the right to pay an amount of money equivalent to regular dues to a nonreligious charity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code selected by the nurse in lieu of joining or financially supporting the Union. This alternative must be declared in writing by the nurse to the Union with a copy to the Director of Office Operations.

**2.3 Dues Deduction.** During the term of this Agreement, the Employer shall deduct Union dues from the pay of each nurse 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.

**2.4 Notice of Noncompliance.** Upon determining that any nurse is in violation of this Article 2, the Union will give the nurse at least thirty (30) calendar days' written notice of the delinquency (and the amount due) and of its intent to request the nurse's termination if payment is not received within that period.

**2.5 Enforcement of Obligation.** If the nurse fails to remit the overdue amount within the period specified by Section 2.3, the Union may instruct Employer in writing to terminate the nurse. The Employer shall then be required to do so within thirty (30) calendar days of receiving

such notice unless it has been earlier notified in writing by the Union that the nurse has satisfied the obligation.

**2.6 Nurse Roster.** Upon the signing of this Agreement, and upon request up to twice each year, the Employer will provide the Union with a list of names, addresses, job classifications, dates of hire and date (if any) of termination, rates of pay, and FTE status of nurses covered by this Agreement.

**2.7 Indemnification.** The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, actions, lawsuits or other forms of liability, monetary or otherwise, arising from the application and/or enforcement of Sections 2.1 or 2.2.

### ARTICLE 3

#### UNION REPRESENTATION

**3.1 Access to Premises.** Duly authorized staff representatives of the Union shall have reasonable access to the Employer's premises for the purpose of investigating grievances and contract compliance, but such access shall not interfere with or disturb nurses in the performance of their work and shall not interfere with patient care or normal operations.

**3.2 Bargaining Unit Representatives.** The Union may select two (2) nurses from the bargaining unit to function as Bargaining Unit Representatives, but the Employer shall not be obligated to recognize any such representative until the Union has given the Employer written notice of the nurse's selection and scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times (*e.g.*, rest periods, meal periods, and before and after shift), and shall not interfere with the work of other nurses.

**3.3 Interviews and Investigations.** A nurse may request the presence of a Bargaining Unit Representative in any meeting with Employer which is investigatory or disciplinary in nature and which the nurse reasonably believes could result in disciplinary action, and Employer shall provide such representation by an individual who has been designated under Section 3.2. A Union staff representative may also be present as long as it will not unduly delay the meeting.

**3.4 Bulletin Board.** The Union shall be permitted to post meeting announcements and notifications of professional activities initiated by a designated Bargaining Unit Representative on a bulletin board designated by the Employer with prior approval of the Director of Office Operations or designee. The Union agrees to limit the posting of Union materials to the designated bulletin board.

**3.5 Contract and Job Description.** The Union will provide copies of this Agreement to the Employer, and the Employer will give each newly hired nurse a copy of this Agreement and the Nurse's job description and shall also make copies of this Agreement available upon request.

**3.6 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 the Director of Office Operations or designee and space is available. Under no circumstances shall Employer be required to incur any additional cost in making facilities available.

**3.7 Negotiations.** Subject to notification by the nurses to the Clinical Manager, and patient care requirements, Bargaining Unit Representatives and negotiating team members shall be given unpaid release time for joint negotiations. Time spent during negotiations will be treated as time worked only for the purposes of seniority and benefit accrual if the nurse was unable to trade days. The Clinical Manager will make a reasonable effort to provide the time off.

**3.8 Union Leave.** Consistent with patient care requirements, elected officers and representatives of Local 141 will be allowed unpaid time off for union business as reasonably necessary.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

**4.1 Management Rights.** Except as clearly and expressly limited by specific provisions of this Agreement, Employer shall have all rights associated with managing its operations, affairs and work force.

**4.2 Scope of Rights.** Without limitation, but by way of illustration, among the management rights which are otherwise exclusively reserved to Employer are the right to:

- a. Direct and supervise the work force and assign work duties;
- b. Determine the methods, means and nurses by which work is to be carried out;
- c. Hire, promote (but subject to Article 8.3), transfer, lay off and recall (but subject to Articles 8.5 and 8.6), and assign nurses;
- d. Discipline and discharge nurses (but subject to Article 8);
- e. Maintain the efficiency of operations;
- f. Take such action as may be necessary to carry out services in extraordinary circumstances or emergencies without regard to the seniority provisions of this Agreement;
- g. Establish work and safety policies, rules and standards (but subject to Section 4.3);
- h. Evaluate performance;

- i. To determine the need for any reduction or increase in the work force or hours of work (but subject to Article 8); and
- j. To transfer (contract out, subcontract, etc.) such work or services as it deems appropriate or necessary.

**4.3 Employer Policies and Rules.** Employer may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, reporting of time or daily activities, personal appearance, performance evaluations, code of conduct, conflicts of interest, injury reporting procedure, time and travel reporting, smoking, confidentiality, alcohol and drugs, and use of vehicles on Employer business. Employer will provide the Union with copies of such policies and rules (or any changes) at least ten (10) calendar days prior to implementation unless earlier implementation is mandated by federal, state or local legislation or regulations. The Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such grievance must be filed no later than ten (10) calendar days after its effective date.

**4.4 Use of Non-Bargaining Unit Labor.** Nothing in this Agreement will prohibit any persons excluded from the bargaining unit under Article 1 or Agency Nurses from doing bargaining unit work, provided that it does not cause the layoff of any bargaining unit nurse, nor will such persons become subject to the terms and conditions of this Agreement by doing so.

**4.5 Transfers of Work.** Employer may assign or transfer (subcontract) work or services which are or might otherwise have been covered by this Agreement, provided that it does not cause the layoff of any bargaining unit nurses.

## **ARTICLE 5**

### **DEFINITIONS**

**5.1 Nurse.** A registered nurse covered by this Agreement. Relevant professional nursing experience (for example, CWOCN or equivalent certification, and home health experience) deemed relevant by the Employer may be recognized in salary level placement.

**5.2 Full-Time Nurse.** A nurse who is normally scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen- (14-) day period.

**5.3 Part-Time Nurse.** A nurse who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen- (14-) day period. Part-time nurses who average fewer than twenty (20) hours per week are not eligible for any benefit plans. Part-time nurses who average twenty (20) hours or more a week are eligible to receive PTO benefits as set forth in this Agreement. Part-time nurses who averaged thirty-two (32) hours or more a week and were eligible to participate in Employer's core benefit programs as of the ratification date of this Agreement shall be grandfathered into benefit eligibility. However, average hours worked are

reviewed each payroll period, and a nurse who does not meet the average for four (4) consecutive payroll periods will be converted to non-benefit eligible status and will receive notice of his/her right to continue health insurance under COBRA.

**5.4 Per Diem Nurse.** A nurse who works during any period when additional work requires a temporarily augmented work force, or in the event of an emergency or nurse absenteeism. Per diem status is held by nurses who are paid a single hourly rate and accrue no benefits.

**5.4.1** Regularly scheduled per diem nurses are normally included on monthly schedules but hours are not guaranteed.

**5.4.2** Any RN staff nurse classified as a per diem nurse must notify the Employer in writing at least two weeks prior to the end of the current posted schedule of his/her availability to work for the next schedule. This must include being available to work at least one weekend per month or two days during the week.

**5.4.3** Any per diem nurse who fails to provide notice of availability to the Clinical Manager and has not worked in sixty (60) days is subject to termination at TCHH's sole discretion.

**5.4.4** Per diem nurses may apply for any posted positions for which they are qualified.

**5.4.5** Per diem nurses will be required to complete all agency mandatory annual education and participate in all scheduled mandatory in-service programs. Failure to complete or notification given to the Clinical Manager due to schedule conflicts will result in termination. The Clinical Manager will write a letter to the nurse regarding employment status. If the nurse wishes to continue employment with TCHH the nurse will be required to complete all training requirements within thirty (30) days of notification. If the per diem nurse does not respond to the notification of training requirements within thirty (30) days of mailing, the nurse will be terminated.

**5.4.6** A regular status nurse who is changed to per diem status shall cease accruing PTO and all earned PTO shall be frozen until the earlier of the nurse's return to regular status or separation from employment. A per diem nurse reclassified to regular status shall be given credit for all hours worked while classified as per diem for the purpose of determining whether the nurse has successfully completed the probationary period and, upon doing so, seniority shall begin as of the date the nurse changed to full-time or part-time status. Regular status nurses who change to per diem status and subsequently return to regular status within one (1) year shall have seniority and PTO accruals previously earned as a regular status nurse reinstated excluding the time spent on per diem status.

**5.4.7** Per Diem nurses will be paid ten percent (10%) above their grade on the salary schedule (see Appendix A).

**5.5 Temporary Nurse.** A nurse who has been hired to work for a specific need, strictly temporary in nature, for a relatively short period of time, but in no event to exceed six (6) months. Temporary nurses shall not accrue seniority nor are they eligible for any benefits provided by this Agreement. Temporary nurses whose status is changed to full-time or part-time shall be subject to the probationary period. Upon completion of the probationary period, seniority shall begin as of the date the nurse changed to full-time or part-time status.

**5.6 Probationary Nurse.** The first five-hundred-twenty (520) hours of work shall be a probationary period unless specifically advised in writing by the Employer of an extended probationary period not to exceed an additional five-hundred-twenty (520) hours in duration. Upon completion of the probationary period, the nurse shall obtain “regular” status. During the probationary period, a nurse may resign or be terminated without cause or notice and without recourse to Article 17. Nurses who have successfully completed the probationary period and thereafter change status from full-time or part-time to per diem, or per diem to full-time or part-time, shall not be subject to a probationary period.

**5.7 Regular Nurse.** A nurse who has completed the required introductory period.

**5.8 Preceptor Nurse.** A preceptor is an experienced nurse proficient in clinical teaching and communication skills who has completed the appropriate in-service program(s). The preceptor is involved with the assessment of needs, implementing orientation, competency and evaluation of achievement/progress for resident nurses, newly hired nurses, and intern students. Eligibility to work as a preceptor and/or for preceptor pay shall be determined in the Employer’s sole discretion, based upon such factors as the nurse’s knowledge, skills, competence and ability or previous orientation to the organization, and Employer’s judgment not to designate a preceptor shall not be subject to a grievance. It is understood that all nurses during the ordinary course of their responsibilities are expected to provide information, assistance, support and guidance to newly hired nurses, students and other nurses.

**5.9 Agency Nurses** A nurse who is hired and paid through a temporary employment agency is not considered an “employee” and is not subject to any of the terms and conditions of this Agreement. Should such a nurse be employed by TCHH and placed on its payroll, the nurse shall be treated as a new hire as of that date. Agency Nurses shall not work when regular staff is subject to low census.

**5.10 New Classifications.** Employer will have the right to establish new job classifications and to determine the initial wage schedule. Employer will notify the Union of any such actions and, upon receiving a written request from the Union within 30 calendar days thereafter, the parties will meet to discuss the wage schedule. If the parties do not reach agreement within fifteen (15) calendar days of that meeting, the Union may challenge the wages or wage schedule by filing a grievance within five (5) additional calendar days at Step 2 of the Grievance Procedure. No wage or wage schedule may be increased unless there is a substantial change in job duties or responsibilities.

**5.11 Temporary Assignments.** Employer may temporarily assign nurses to perform duties not connected with their regular job or classification and/or working schedule for any bona fide business reason or purpose. No nurse may be temporarily assigned to perform the duties of another job classification on a full-time basis for more than sixty (60) consecutive calendar days without the consent of the nurse and the Union.

**5.12 Straight-Time Rate of Pay.** The straight-time rate of pay shall be the base hourly rate, excluding any overtime, premiums or differentials.

**5.13 Regular Rate of Pay.** Unless otherwise required by federal or state law, the regular rate of pay shall be defined to include the nurse's hourly wage rate.

**5.14 Seniority and Benefit Accrual.** Any paid time off from work shall be regarded as time worked for purposes of seniority and the accrual of benefits. Unpaid low census time off (and a nurse using PTO to cover otherwise unpaid low census time shall only have the hours counted once) shall also be counted for those purposes but only as of the first day of the month following the effective date of this Agreement.

**5.15 Length of Service.** For purposes of this Agreement and the method of accruing benefits and seniority, a month shall be defined as one hundred seventy-three point three (173.3) compensated hours and a year shall be defined as two thousand eighty (2,080) compensated hours per year. Hours compensated shall include all actual hours worked and all hours paid for but not worked, exclusive of overtime and standby/callback.

**5.16 Core Benefit Programs.** For purposes of this Agreement, Core Benefit Programs include Medical/RX Insurance, Dental Insurance, Basic Life Insurance (one (1) times nurse's base salary), Long-Term Disability, Short-Term Disability, Supplemental Life Insurance (up to three (3) times nurse's base salary), Dependent Life Insurance, Healthcare and Flexible Spending Accounts, Dependent Care Flexible Spending Account, Health Savings Account (HSA) and 401(k) Retirement Savings Plan.

## ARTICLE 6

### EMPLOYMENT PRACTICES

**6.1 Equal Opportunity and Harassment.** The Employer and the Union agree that conditions of employment shall be consistent with applicable laws regarding nondiscrimination in employment, and that Employer will provide a working environment free from all forms of unlawful harassment. Any nurse who is subjected to, witnesses or suspects any violation of these commitments shall immediately report the matter directly to the Clinical Manager, the Director of Office Operations or any bargaining unit representative or Union staff member (who in turn shall promptly inform the Director of Office Operations of any problems or concerns) so that Employer can discharge its legal obligation to timely conduct an appropriate investigation.

**6.2 Notice of Termination.** Regular status nurses who have completed the probationary period shall receive any combination of fourteen (14) days' notice or pay (prorated for part-time nurses) in lieu thereof prior to termination, and shall also receive any earned but unused PTO. If a nurse is discharged for just cause, the nurse shall forfeit the advance notice requirements of this section and PTO. All nurses shall leave a forwarding address with the agency.

**6.3 Notice of Resignation or Retirement.** Regular status nurses who have completed the probationary period shall give at least fourteen (14) days' written notice of resignation or retirement. Except in extraordinary or emergency circumstances, failure to comply with this provision will disqualify the nurse from receiving a cash-out of any earned but unused PTO and will also render the nurse ineligible for future reemployment. Employer shall have the right to waive part or all of the notice without compensation or liability in circumstances constituting just cause for termination, and the nurse shall also forfeit PTO. Regular nurses otherwise providing such notice normally will be allowed to work the notice period but Employer may provide any combination of pay (prorated for part-time nurses) and notice in lieu of accepting some or all of the notice. All nurses shall leave a forwarding address with the agency.

**6.4 Discipline and Discharge.** No regular (*i.e.*, non-probationary) nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay), but shall not be interpreted to require Employer to begin the disciplinary process with any particular type or level of discipline, nor to follow any particular number of steps, and will allow Employer to consider the total number of disciplinary problems in the preceding twelve- (12-) month period.

Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof, and a copy shall be given to the nurse. Nurses will be given the opportunity to provide a written response to any written evaluations or disciplinary action to be included in the personnel file.

The Employer will mail or fax to the Union representative a notice of discharge or suspension of any regular status nurse within three (3) business days of communicating the decision to the nurse.

**6.5 Personnel Files and Records.** Personnel files shall be maintained and upon written request, a nurse's personnel file will be made available for inspection by the nurse during normal business hours, but the nurse shall make a reasonable attempt to do so on non-working hours. Counseling and warning notices, and evaluations, will be maintained in the personnel file, and forms or memos shall be used to specify employment status, job title, rate of pay, hours or schedule, discipline, termination, change of position and leaves of absence. Reasons of personnel actions, when relevant, shall be noted on the form or memo. The nurse shall in all cases sign the form acknowledging receipt and shall be given a copy.

Records shall be readily available on Employer's intranet for nurses to determine the number of hours worked, low census hours, rate of pay, and accrued PTO.

## ARTICLE 7

### HOURS OF WORK AND OVERTIME

**7.1 Workday.** The normal workday shall begin no earlier than 6:00 a.m. and end no later than 6:00 p.m., except that the Employer shall have the right to assign a limited number of nurses to any regular schedule concluding at or before 10:00 p.m. The normal workday for a full-time nurse shall consist of eight (8) hours' work.

**7.2 Work Period.** The normal work period for a full-time nurse shall consist of forty (40) hours of work within a regular recurring seven- (7-) day period or eighty (80) hours of work within a regular recurring fourteen- (14-) day period.

**7.3 Innovative Work Schedules.** Any schedule that requires some change, modification or waiver of Sections 7.1 or 7.2 shall be defined as an innovative work schedule. Prior to the implementation of such a schedule, the Employer will offer the Union the opportunity to meet for the purpose of discussing the terms and conditions of employment relating to that schedule. Innovative work schedules shall be in writing and are subject to mutual agreement between the Employer and the nurse(s) involved, provided that if no nurse is willing to agree, the Employer may assign the least senior regular nurse to the schedule.

**7.4 Overtime.** The Employer and the Union concur that overtime should be discouraged. Overtime shall be paid for all hours worked over forty (40) in the Employer's seven- (7-) day workweek for overtime purposes and time paid for but not worked shall not be counted for this purpose.

**7.5 Meal/Rest Periods.** All nurses shall receive an unpaid meal period of one-half (½) hour. Nurses required to remain on duty to perform nursing duties during their meal period shall be compensated for such time. All nurses shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. The application of this section shall be consistent with state law. Regular status nurses who do not receive a rest period of at least eleven (11) hours between the end of their scheduled shift and the beginning of their next shift will be compensated on that next shift at the rate of time and one-half (1½). This Section shall not apply to continuing or in-service education, committee or staff meetings, or time spent on call and callback assignments.

**7.6 Weekends.** Employer and Union acknowledge that the health industry necessitates patient care on weekends, but agree to work together to minimize mandatory weekend work for regular part-time and full-time nurses. Employer further agrees to make good-faith efforts to only schedule such nurses every fourth weekend. In circumstances when patient care requirements necessitate more frequent weekend duty, Employer will attempt to cover the work by seeking volunteers or developing mutually agreeable or alternate weekend schedules. If such efforts are unsuccessful, and mandated coverage is necessary, the additional (*i.e.*, more than every fourth weekend) duty shall be equitably shared. This will be accomplished by rotating the work, starting with the low seniority nurse (part-time or full-time), moving up the seniority list to

cover subsequent weekend needs provided, however, that Employer may adjust the rotation based on specific patient care needs, required skill levels and/or other bona fide operational and staffing requirements.

**7.7 No Duplication or Pyramiding.** If any provision of this Agreement requires payment at the time and one-half rate, and one or more other provisions of this Agreement requires payment of a premium on any of the same hours, the maximum obligation for the same hours shall be at the time and one-half (1½) rate. If any provisions of this Agreement require two (2) or more premiums at time and one-half (1½) for the same hours, the maximum obligation shall be time and one-half (1½) for all such hours.

**7.8 Monthly Schedules.** The Employer shall make a good faith effort to determine and post monthly work schedules at least ten (10) days prior to the schedule's effective date, to follow the posted schedule, and to attempt to accommodate nurse-requested schedule changes. The Employer and the nurse may mutually agree to amend an established monthly schedule at any time. In circumstances when patient care requirements or other bona fide business needs necessitate schedule changes, Employer further agrees to provide as much notice as is practical under the circumstances and will attempt to equitably share the impact of any such disruptions.

**7.8.1** To request time-off from work: Nursing staff must fill out and turn in by the twentieth (20<sup>th</sup>) of the preceding month for time off in the up coming month, "REQUEST FOR TIME OFF" form to the Clinical Manager. The Clinical Manager will be responsible for scheduling coverage during this requested time off. \*\*Per Diem Staff are to inform the Clinical Manager by the twentieth (20<sup>th</sup>) of the preceding month of their availability for scheduled visits.

**7.8.2** The Clinical Manager will review and give approval or non-approval. Non-approval will be based on the availability of staff and patient census.

**7.8.3** Once approved or non-approved the Clinical Manager will provide a copy to the nurse, the original copy will be on file.

**7.8.4** All requests for time-off received after the twentieth (20<sup>th</sup>) for the preceding month will be the nurse's responsibility to make arrangements for coverage of visits or hours.

**7.8.5** "Requested For Time Off" form is to be completed by the staff member, designating the name of the patient, schedule visit date and time which must be covered during their absence and which staff member has agreed to provide coverage. This is to be turned in to the Clinical Manager, thirty-six (36) hours prior to request for approval or non-approval. A copy will be returned to the nurse.

**7.8.6** Monthly schedule will be posted by the Clinical Manager, by the twenty-second (22<sup>nd</sup>) of each month. Changes required after the posting schedule the Employer and nurse will be discussed and mutually agreed upon. If the Employer has made a bona fide

attempt, at least three (3) days prior to posting, to contact the nurse and is unable to do so, the schedule will be posted with no delay. It will then be the nurse's responsibility to contact the Clinical Manager to discuss the increase in scheduled hours.

Any increase (from the hiring agreement or job posting) in scheduled hours of work for regular nurses will be discussed and mutually agreed upon prior to posting the work schedule.

**7.9 Weekly Schedules.** Each nurse shall prepare and provide the Business Office Specialist with a written work schedule for the following week by noon of the preceding Friday. The schedule shall include all work-related commitments (patient visits, approved training or leave, etc.) reflecting the nurse's FTE status. Any change in the schedule which could have the effect of reducing the number of scheduled daily patient visits must be cleared with the Clinical Manager.

**7.10 On-Call Duty.** All nurses shall be required to work on on-call duty, but Employer shall only assign one (1) nurse for that purpose. Nothing in this provision shall prevent Employer from requiring a second nurse to carry a cell phone or pager to receive any necessary call-outs from the on-call nurse.

## ARTICLE 8

### SENIORITY/JOB SECURITY

**8.1 Seniority Date.** Upon successful completion of the probationary period established in Article 5, a nurse's seniority shall be defined as a nurse's continuous length of service as a full-time or part-time nurse based upon compensated hours with the Employer from most recent date of hire.

**8.2 Loss of Seniority.** Seniority and employment will be lost by any of the following:

- a. Any resignation or other voluntary separation from employment;
- b. Any termination of a probationary nurse, or any termination of a regular nurse for cause;
- c. Absence from work for more than the maximum period of personal leave allowed (if a nurse is eligible) under Section 15.5 or (for other absences) for more than a cumulative total of twelve (12) months in any eighteen- (18-) month period, regardless of the reason or cause, and including, but not limited to, illness, injury, or layoff;
- d. Any violation of Section 8.7, or three no-call, no-show violations in any twelve- (12-) month period, unless one or more of the failure(s) to notify was/were clearly beyond the nurse's control;

- e. Seeking or accepting employment of any kind, including self-employment, while on a leave of absence without obtaining Employer's advance written permission (which shall not be unreasonably withheld) and (in the case of any disability leave) the treating doctor's advance written permission; and
- f. Failure to report to work on the first workday following the end of an approved leave of absence unless the nurse has earlier received the Director of Office Operation's oral approval followed by written approval for an adjusted return date, or failure to return to work on the date specified in any recall notice mailed at least seven (7) calendar days in advance to the last address listed in the nurse's personnel file.

**8.3 Job Openings.** Employer will announce vacancies in any bargaining unit job classification by posting the vacancy on Employer's intranet bulletin board. Internal applicants who apply within five (5) calendar days of the posting shall be considered prior to any applicants from outside the Agency. The notice will describe any special qualifications, schedule, FTE status and the date of commencement, if known. Seniority will apply in the selection of any existing nurse for any vacancy provided the nurse is qualified and meets any legal requirements. "Qualified" will include consideration of the nurses' knowledge, skills and abilities; any prior performance evaluations; any experience performing the actual duties of such a position; and any desired or required degrees, licenses, or certifications.

**8.4 Layoffs and Reductions in Hours.** Employer may lay off (or reduce the hours of) nurses based upon any non-disciplinary considerations, but any involuntary, permanent reduction in FTE status or the elimination of any filled position shall first be accomplished by selecting any Agency Nurses, temporary nurses, and then by seeking volunteers within the pool of regular part-time and full-time nurses. If this process is not sufficient to meet the Employer's need, the layoff (or reduction in hours) will then be by seniority within the pool of regular part-time and full-time nurses, provided, however, that the Employer may adjust the order based on patient care needs, required skill levels and/or operational and staffing needs. If this procedure results in creating a vacant fraction of a position, the additional hours may be posted in accordance with Section 8.3, or the Employer may attempt to fill the time using per diem nurses. The Employer may also combine part-time and/or fractioned positions to create one or more new positions in which event all full-time and part-time positions will be re-posted in accordance with Section 8.3. Employer shall provide written notice to the Union prior to announcing any involuntary layoff or reduction in hours.

**8.5 Recall or Restoration of Hours.** Regular nurses affected by a reduction in hours or layoff will be placed on a reinstatement-of-hours or recall list for twelve (12) months from the date of the action. The nurse shall be removed from the list only upon reemployment with the Employer, refusal to accept regular work offered by the Employer, or at the end of the twelve- (12-) month period. When it becomes necessary to increase the number of straight-time hours or nurses in any job classification, it will be in the inverse order of the reduction in hours or layoffs provided the nurse is still qualified and meets all legal requirements. The Employer will mail, by certified mail with return receipt requested, notice of recall or the reinstatement of hours to the

affected nurse at the last address reflected in his/her personnel file, and it shall be the nurse's obligation to keep Employer informed of any changes in telephone number and address. Upon reinstatement from such list, the nurse shall have all previously accrued nurse benefits and seniority restored, subject to benefit plan eligibility requirements. A nurse who fails to report to work in accordance with the letter will be terminated.

**8.6 Position Release.** A nurse who is absent from work for three (3) scheduled workdays, consecutive or cumulative, in any twelve (12) months without advance notice to the Clinical Manager or the Director of Office Operations will be considered to have abandoned the position, regardless of the nurse's motivation or intent, unless the failure to notify was clearly beyond the nurse's control. For purposes of this provision, "advance notice" shall refer to time within which Employer by policy (see Section 4.3) requires notification that a nurse will be late or absent. A notice of presumption of abandonment will be sent by certified mail to the last address reflected in the nurse's personnel file within ten (10) calendar days thereafter.

**8.7 Anniversary Date.** Leave with pay, or leave without pay of thirty (30) calendar days or less, shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer. A leave without pay exceeding thirty (30) days will result in an adjustment to the nurse's anniversary date equal to the number of calendar days missed in excess of the thirty (30) days.

## ARTICLE 9

### COMPENSATION

**9.1 Wages.** Wage schedules or wage rates are set forth in Appendix A.

**9.2 Holiday Work.** Nurses who work on any recognized holiday will receive one and one-half times the regular hourly rate for all hours worked.

**9.3 Call-Out Pay.** Nurses who are called out from home (or similar location) by a member of management to begin work prior to the nurse's scheduled starting time or to return to work after completing the regular workday will receive the greater of two (2) hours' overtime (time and one-half) pay at the nurse's regular hourly rate or the actual hours worked at the overtime rate (if the nurse qualifies for overtime under Section 7.4). This provision does not apply to scheduled overtime.

**9.4 After-Hours Visits.** After-hours visits (*i.e.*, after the end of the nurse's last scheduled visit) during the 5:00 p.m.-8:00 a.m. period shall be paid in the same manner as Call-Out Pay. In addition to after-hours visits, nurses will also be paid for after-hours phone calls in 15-minute increments provided, however, that the nurse must submit a log or other acceptable documentation identifying the patient, the time and duration of the call, and its purpose. Manipulation or abuse of this provision may result in denial of call-out pay and/or shall constitute just cause for immediate termination.

**9.5 Preceptor Pay.** Nurses who are assigned by the Clinical Manager to serve as a preceptor will receive a Fifty-Cent (\$.50) per-hour premium for each hour spent on precepting duties.

**9.6 On-Call Premium.** Nurses assigned on-call duty (5:00 pm -8:00 am every night, and 8:00 am -5:00 pm on Saturday and Sunday) will receive a premium of Two and 65/100 Dollars (\$2.65) per hour. Any visits made as a result of on-call duty shall be paid as specified in Section 9.3, and this on-call premium shall not be included in the nurse's regular rate for overtime purposes.

**9.7 BSN/Certification Premium.** Any nurse who possesses a BSN or a Certification in their area of specialty will be paid a premium of seventy-five cents (\$.75) per hour, nurses who have both a BSN and Certification shall be paid a premium of One and 47/100 Dollars (\$1.47) per hour.

**9.8 Weekend Premium.** Any nurse who works between 5:00 pm on Friday and 8:00 am on Monday morning shall receive Two and 63/100 Dollars (\$2.63) per hour worked.

**9.9 Grade Increase.** A nurse will advance to the next pay level indicated in Appendix A when they have completed twelve (12) consecutive months and two thousand eighty (2,080) compensated hours including low census hours but excluding on-call hours not worked. The increase will be effective at the beginning of the first payroll period following completion of the service requirements.

**9.10 Hiring Practices.** A nurse hired after the effective date of this agreement shall be hired at the wage rate indicated in Appendix A. Exceptions may be made for those "qualified" (see Article 8.3), in the opinion of the Employer, with additional specialized skills.

**9.11 Cell Phone Reimbursement.** Use of personal cell phones for business purposes will be reimbursed in accordance with agency policy.

**9.12 Education.** Each nurse within the Agency bargaining unit will be allocated two hundred fifty dollars (\$250.00) per year for the use of education. This money will be for work-related workshops, books, magazine subscriptions, etc., but will not be used to cover the cost of any mandatory in-services at the Agency. Nurses must have preapproval from the Agency and must also provide receipts before receiving reimbursement.

**9.13 Mileage.** Mileage related to work will be paid in accordance with Agency policy.

## **ARTICLE 10**

### **HOLIDAYS**

**10.1 Recognized Holidays.** Employer will observe these paid holidays for regular full-time nurses: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the

day after Thanksgiving; Christmas Eve and Christmas Day. All holidays will be observed on the actual date of occurrence rather than any other date designated by the federal government.

**10.2 Holiday Pay.** Nurses who are scheduled to work on the day of any recognized holiday will receive one and one-half (1½) times the regular hourly rate for all hours worked.

**10.3 Other Holidays.** A nurse who needs time off to observe other holidays, such as days of worship or commemoration, normally will be permitted to do so provided his/her absence will not cause Employer an undue hardship. A nurse may use any remaining earned PTO time prior to going on unpaid status.

## **ARTICLE 11**

### **PAID TIME OFF**

**11.1 Eligible Nurses.** Regular full-time nurses, and regular part-time nurses who meet the Employer's eligibility standards are eligible to accrue and/or earn Paid Time Off ("PTO") as described in its current Employee Handbook, including the announced changes to take effect on April 1, 2010. Substantive benefits shall not be modified during the term of this Agreement without mutual consent of the Employer and Union. Compensated hours shall be used for the pay period accruals. For clarification purposes, the following practices and interpretations apply:

- Eligible full-time nurses are credited with a "Year of Service" for each calendar year in which the nurse is compensated for at least one thousand three hundred (1,300) hours; and
- Eligible nurses who wish to borrow up to sixteen (16) hours of PTO (maximum per calendar year) must complete an appropriate request form which will also authorize a deduction from an nurse's paycheck or final paycheck should a separation from employment occur prior to "repayment" of the borrowed PTO.
- Paid holidays shall no longer be part of the PTO accrual, but shall be a separate paid benefit. (See Holidays, Article 10.)

## **ARTICLE 12**

### **EXTENDED ILLNESS BENEFIT (EIB)**

This benefit plan will be eliminated as of January 1, 2010, but nurses with accrued benefits (including accruals under the current policy after that date to the date of ratification) may access those "frozen" EIB hours until the accrued hours have been exhausted. This "frozen" EIB remains subject to the same rules (which appear below) which applied during the term of the previous Agreement governing the use and scheduling of EIB.

**12.1 Uses of "Frozen" EIB.** Except as otherwise provided by applicable state law, EIB may (and must) be used on the seventeenth (17th) and each succeeding working hour of each absence due to disabling illness, injury, or other medical condition or to care for a nurse's ill, injured, or disabled minor child. Eligible nurses hospitalized for an overnight stay will have immediate access to earned EIB. EIB must be used in four- (4-) or eight- (8-) hour increments and is paid at base wage rate, exclusive of any overtime, differentials or premiums. Nurses who have exhausted EIB and are unable to return to work must use PTO until it is exhausted.

**12.2 Scheduling EIB.** A nurse who knows in advance that he or she will be using EIB (for example, for surgery, maternity, treatment of an injury, etc.) shall notify the Clinical Manager as soon as the need is known. Use of EIB is conditioned upon providing such notice. EIB cannot exceed hours routinely worked in a pay period or a maximum of forty (40) hours in any workweek.

**12.3 Proof of Illness and Notification.** Employer reserves the right to require reasonable written proof of illness, injury or disability. A nurse on unscheduled EIB time must keep the Clinical Manager informed of his or her condition.

**12.4 Pay in Lieu of EIB.** Nurses will not be paid for frozen EIB upon separation from employment.

## **ARTICLE 13**

### **INSURED BENEFITS**

**13.1 Description of Insurance Plans.** Employer will provide medical insurance, dental insurance, basic life/AD&D insurance, and long- term disability insurance to eligible nurses on the same basis and subject to the same terms, conditions and changes as other nurses, including management at the Tri-Cities Home Health facility.

**13.2 Cost of Premiums.** Employer will continue to pay the same share of the cost of providing the insurance plans described in Section 13.1 on the same basis and subject to the same terms, conditions, and changes as other nurses, including management at the Tri-Cities Home Health facility. Subject to Section 5.3, Employer will be obligated to make such payments as long as a nurse is otherwise eligible and receives compensation, including PTO or frozen EIB, directly from TCHH for at least one hundred thirty (130) hours in a calendar month. However, to receive the Employer subsidy the nurses must make satisfactory arrangements to pay (or reimburse) the Employer for the nurse's share, if any, of the cost of coverage during the period.

**13.3 Nurse-Optional Insurance Plans.** Employer may provide supplemental or optional insurance plans or coverage for eligible nurses at their expense. These plans may include supplemental life and AD&D insurance, short-term disability, and dependent life insurance. Employer will offer such plans to eligible nurses on the same basis and subject to the same terms, conditions and changes as other nurses, including management at the Tri-Cities Home Health facility.

**13.4 Notice of Changes.** Employer may make such changes in the insurance plans offered to eligible nurses as it deems appropriate including, but not limited to, modifying or changing coverage, plans or carriers, and nurse costs, provided that any such changes or modifications shall apply to all affected nurses, including management at the Tri-Cities home health facility. Employer will provide the Union with at least thirty (30) days advance written notice of any such changes.

**13.5 Disputes.** All disputes, complaints and questions, and any and all other issues arising out of or in any way connected with the underlying insurance policies or plans or their interpretation or administration shall be exclusively resolved in accordance with the underlying plan procedures and ERISA, and shall not be subject to Article 17 of this Agreement.

**13.6 Continuation of Benefits.** Employer will provide eligible nurses who lose the insurance coverage provided under Section 13.1 in qualifying circumstances the opportunity to purchase such continuation, conversion and/or portability rights as are granted by any applicable federal or state law or by the terms and conditions of the underlying contract(s).

**13.7 Cafeteria Plan.** The Employer agrees to provide nurses with the same cafeteria plan as is provided to other TCHH nurses on the same basis and subject to the same terms, conditions and changes as other nurses, including management at the Tri-Cities Home Health facility.

## **ARTICLE 14**

### **RETIREMENT PLANS**

Employer will offer its existing retirement plan to eligible nurses on the same basis and subject to the same terms, conditions and changes as other nurses, including management. Employer may change vendors and may discontinue part or all of its matching contribution as long as it affects all eligible participants at TCHH.

Employer shall also have the exclusive right to make any changes in the Plan which it deems necessary or desirable to comply with legal requirements or maintain the Plan's legal qualification, and the administration of the plans (including investment options offered to participants) shall be within the Employer's exclusive discretion and control. Under no circumstances will the Plan be subject to Article 17 of this Agreement.

## **ARTICLE 15**

### **LEAVE OF ABSENCE**

**15.1 General.** All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. Generally, nurses must give at least thirty (30) days advance notice to the Employer of the request for leave when the leave is foreseeable. A written reply to grant or deny the requests shall be given by the Employer within thirty (30) days of the request.

## 15.2 Disability Leave.

**15.2.1 Eligibility.** Since Employer does not have fifty (50) or more employees within seventy-five (75) miles, federal Family and Medical Leave is not available to employees at this facility. However, all nurses are eligible for a disability leave for recovery from bona fide disabling illnesses or injuries. This includes on- and off-the-job illnesses, injuries and conditions, including the period of time a woman is disabled because of pregnancy, childbirth, or related medical conditions or occurrences. In addition, nurses seeking parental leave time for a newborn or newly adopted child shall be entitled to personal leave as set forth in Section 15.5 below, regardless of length of service or other requirements, provided that the leave will be limited to a maximum of twelve (12) workweeks and must be taken within one (1) year of the birth or placement. All disability leaves are conditioned upon furnishing satisfactory medical proof within ten (10) calendar days of the initial absence and every thirty (30) calendar days thereafter.

**15.2.2 Duration.** Except as otherwise allowed by law or as set forth in Section 15.3 below, disability leaves are limited to a maximum period of six (6) months, calculated with paid time included, provided that PTO have been exhausted. All disability leaves are granted for an estimated period of time, and a nurse who was able or released to return to work and does not do so will be subject to Section 8.7.

**15.2.3 Notice to Employer.** Disability leaves must be requested in writing and must be approved by the Director of Office Operations. Except in extraordinary or emergency circumstances, nurses seeking such leave shall give as much notice as is practical and at least ten (10) calendar days' advance notice.

**15.2.4 Reinstatement.** Subject to Section 15.9, a nurse returning from disability leave normally will be reinstated to the former or an equivalent position within two (2) scheduled workdays.

**15.3 Maternity Disability Leave.** A nurse will be granted a leave for the actual period of disability associated with pregnancy or childbirth. During the maternity disability leave, the nurse must use accrued paid time off and extended illness benefits to the extent available. If neither is available, the leave shall be unpaid. Nurses need only provide a physician's statement confirming disability, if it is anticipated that the disability period will be greater than six (6) weeks.

**15.4 Military Leave.** Leave required up to fifteen (15) days a year in order for a nurse to maintain her/his status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and such a nurse shall not be required to use paid time off during such leave. The nurse shall request such leave as far in advance as possible.

In the event the spouse of an eligible nurse has been notified of an impending call (or ordered to active duty) during a period of military conflict, the nurse may also be entitled to fifteen (15)

days of leave per deployment. Human Resources will provide additional information upon request.

**15.5 Domestic Violence Leave.** A leave of absence may be available to obtain (or to assist certain family members in obtaining) services or treatment in certain circumstances where a nurse or a family member are victims of domestic violence, sexual assault or stalking. "Family member" includes children, spouses, parents, parent-in-laws, grandparents, or any person with whom the nurse has a dating relationship. Human Resources will provide more information upon request.

**15.6 Personal Leave.** After five (5) years of continuous employment, regularly scheduled nurses may, at the Employer's discretion be granted, upon request, an unpaid personal leave of absence which, when combined with any available PTO, shall not exceed six (6) months. Such request shall not be unreasonably denied. Nurses shall continue to receive Employer contributions towards insurance benefits, while using PTO. Thereafter, they may continue such insurance coverage at their own cost according to applicable law, for the balance of their personal leave.

**15.6.1 Personal Leave for Immediate Family Care.** After one (1) year of continuous employment, regularly scheduled nurses may, at the Employer's discretion be granted, upon request, an unpaid personal leave of absence to care for an immediate family member (as defined in Article 15.10 of this Agreement) with a serious health condition. The Employer may require the nurse to provide a healthcare provider's certification that the nurse is needed to care for the family and that the leave is medically necessary. Such leave, when combined with any available PTO, shall not exceed ninety (90) days within a rolling twelve (12) month period. If this leave also qualifies as a leave under federal or state law or any other provision of this Agreement, the leaves shall run concurrently.

**15.7 Jury Duty.** Regularly scheduled nurses who are called to serve on jury duty shall be compensated by the Employer for the difference between the jury duty pay and their regular straight-time pay for their regularly scheduled work day according to the Jury Duty Policy in Employer's current Employee Handbook. In no case will a nurse be made more than whole for jury duty pay plus salary. Nurses will be guaranteed their same position upon return from jury duty. A nurse who is released from jury duty in time to work four (4) or more hours of a scheduled workday, must return to work the remainder of the day.

**15.8 Effect of Leave.** Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect her/his compensation or status with the Employer. No benefits will accrue in a pay period in which a nurse receives no pay from the Employer, such as during an unpaid leave of absence, unless otherwise required by law. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date of employment. During the period of an approved leave, previously earned seniority and benefits shall be maintained.

**15.9 Return From a Leave of Absence.** Except as otherwise required by law, such as for military leave, nurses returning from a leave of absence will not be guaranteed their former positions, but will be offered the first available opening for which the nurse is qualified.

**15.10 Funeral Leave.** In the event of death in the immediate family of a regular employee, the nurse will be granted three (3) consecutive days off commencing with the day of death, the day of funeral, or any date in between, at the election of the nurse. Nurses will be compensated for actual working days lost within this time. When travel of over a radius of three hundred (300) miles is required to attend the funeral, up to five (5) scheduled days with pay may be granted, at the discretion of the Employer. Immediate family is defined as spouse of a nurse, children of the nurse, brother, sister, mother and father of the nurse, mother or father of spouse, grandparents and grandchildren of the nurse. In no case will a nurse be made more than whole for funeral pay plus salary. Additional time off with or without pay may be granted on an individual basis.

## ARTICLE 16

### HEALTH AND SAFETY

**16.1 Mutual Commitment.** Employer, the Union, and all of the nurses covered by this Agreement agree to work together to ensure the health and safety of all nurses and patients.

**16.2 Employer Commitment.** The Employer commits to use its best efforts to provide a safe and healthy working environment for all nurses and to comply with all applicable state and/or federal safety laws and regulations.

**16.3 Safety Committee.** Employer will establish a safety committee to assist in identifying unsafe conditions or practices, and members of the bargaining unit shall be eligible to participate.

**16.4 On-the-Job Accidents/Injuries.** A nurse who suffers any on-the-job accident or injury must immediately notify the Clinical Manager or designee so Employer can ensure the nurse is properly treated, investigate the accident, and take any necessary corrective action.

**16.5 Examinations and Releases.** Except as otherwise required or allowed by law, Employer may request a medical or professional examination by a health care provider of its choosing (at its expense) in circumstances where the nature of the nurse's job, condition and/or conduct or behavior raise potential fitness-for-duty, safety, or other bona fide business-related issues or concerns.

**16.6 Safety Equipment and Procedures.** Appropriate safety equipment and procedures will be provided for nurses in accordance with WISHA/OSHA guidelines. Nurses are encouraged to bring their safety concerns to their Clinical Manager and to the Employer Safety Committee. Any exposure to an infectious or contagious agent should be reported to the Clinical Manager. If the Employer determines by the Infection Control Guidelines that exposure has occurred and treatment may be necessary, the nurse and the Clinical Manager shall complete the appropriate

incident reporting and workers' compensation forms and the Employer's Employee Injury Reporting Procedure shall be followed.

**16.7 Substance Abuse.** The Employer and the Union will encourage and support nurse participation in Washington Health Professionals substance abuse monitoring program, including individually tailored return-to-work agreements, through which nurses may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the nurse is eligible for medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with a nurse to adjust his/her work schedule on an ad hoc or temporary basis to support the chemically dependent nurse's participation in prescribed treatment programs. The Employer and the Union acknowledge that nurses continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with all of the Employer's policies and procedures.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE**

**17.1 Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. All grievances shall be submitted on a form furnished by the Union and shall clearly state the facts, the identity of the allegedly aggrieved nurse(s), the specific provisions of the Agreement alleged to have been violated, and the requested remedy.

**17.2 Time Limits.** The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and Employer and shall be confirmed in writing by the parties. Failure to file or appeal a grievance within the time limits (or any extension mutually agreed to in writing in advance) will constitute a waiver of all right to relief by the Union and all nurses subject to this Agreement. Any grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the grievance procedure.

**17.3 Grievance Procedure.** It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. Except as otherwise provided in this Agreement, all grievances filed after the effective date of this Agreement involving alleged violations occurring during its term will be submitted according to the following procedures and time limits:

#### **STEP 1 CLINICAL MANAGER**

If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's Clinical Manager within fourteen (14) calendar days from the date the nurse knew or reasonably should have known that the grievance existed. Upon receipt thereof,

the Clinical Manager shall attempt to resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

### **STEP 2 DIRECTOR OF OFFICE OPERATIONS**

If the grievance is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance to the Director of Office Operations or designee within fourteen (14) calendar days of the Director of Office Operations decision. A conference between the nurse and the Director of Office Operations or designee will be held, and a written reply shall be issued within fourteen (14) calendar days following the meeting.

### **STEP 3 AREA VICE PRESIDENT**

If the grievance is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Area Vice President. The Area Vice President shall meet with the nurse within fourteen (14) calendar days for the purpose of resolving the grievance. The Area Vice President shall issue a written response within fourteen (14) calendar days following the meeting.

### **STEP 4 ARBITRATION**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations and procedures specified herein, the Union may submit the issue to arbitration by filing a written request with the Director of Office Operations within fourteen (14) calendar days following the receipt of the Step 4 response.

Employer and the Union will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator, the moving party will request a panel of nine (9) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon from the Federal Mediation & Conciliation Service provided, however, that the request must be mailed within fourteen (14) calendar days of the date of the Union request to refer the grievance to arbitration. The parties shall equally share the cost of the FM&CS list. Within fourteen (14) calendar days of receiving the list, the parties will alternately strike names from the list, with the moving party to strike the first name, until one (1) name remains, and he/she shall serve as arbitrator. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and on all nurses subject to this Agreement, but the arbitrator will confine the decision to the interpretation

and application of the specific provisions of this Agreement which have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.

Each party will bear its own costs and expenses in any such arbitration proceeding and the losing party will pay the full cost of the arbitrator's and any separate arbitration fees (for example, the arbitrator's out-of-pocket or per diem charges). The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided between the parties.

**17.4 Grievance Meetings.** Employer and Union agree that, when feasible, the conference is required at Steps 2 and 3 may be conducted by teleconference upon request by either party.

**17.5 Union Representation.** A Union Representative designated in Section 3.2, or an authorized Union Representative, may be present at any step of this procedure.

**17.6 Union Grievance.** The Union may initiate a grievance on behalf of a group of nurses if the grievance is submitted in writing within ten (10) calendar days from the date of its occurrence, and identifies the group of nurses on whose behalf it is filed.

**17.7 Mediation.** The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance procedure. Should the grievance subsequently be pursued to arbitration, the Employer shall not be liable for any potential back pay liability for that period of time when the parties agreed to mediate until the parties terminate the mediation efforts.

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

**17.9 Settlements.** Settlement of any grievance at Step 1, Step 2 and/or Step 3 will be final and binding on Employer, Union and by the nurses covered by the specific grievance, but to encourage grievance settlements at the lowest possible step of the grievance procedure, such settlements shall not be precedential as to any of the issues involved in the grievance, and shall not be cited by either party to establish a past practice or interpretation of the relevant contract provisions in any subsequent grievance. The Union shall have the right to refuse any proposed grievance settlement at Step 1, Step 2 or Step 3 which it believes should be resolved on a precedential basis by timely appealing to Step 4. Except as otherwise agreed by Employer and Union, settlement of any grievance at Step 4 or 5 will be final, binding and precedential.

Any settlement or resolution reached between Employer and Union prior to the filing of a grievance, including any such settlement or resolution relating to proposed or imposed disciplinary action or any dispute concerning the meaning of contract language, will be treated in the same manner as settlement of any grievance at Step 1, Step 2, and/or Step 3.

## **ARTICLE 18**

### **UNINTERRUPTED PATIENT CARE**

The parties to this Agreement realize that Employer provides special and essential services to the community. Therefore, it is the intent of the parties to settle disputes by the grievance procedure established in Article 17. It is therefore agreed that during the term of this Agreement (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representatives, as individuals and/or as a group, shall authorize, cause, assist, participate, acquiesce in, or encourage any strike (including any sympathy strike), work stoppage, sick-out, slowdown, picketing, or any other disruption or restriction of work at Employer's premises or at any other location where Employer performs services or Employer representatives are present on official business, nor shall any nurse refuse to cross any picket line (including one established against the Employer). Any nurse who is found to have violated this Article shall be subject to immediate termination in Employer's sole discretion and the only issue reviewable through the grievance procedure will be whether the nurse did in fact violate its provisions.

## **ARTICLE 19**

### **GENERAL PROVISIONS**

**19.1 Patient Care Concerns.** Any nurse with concerns about patient care issues should promptly raise them with a Clinical Manager and/or the Director of Office Operations, and will not be subject to retaliation or discrimination for doing so.

**19.2 Confidentiality.**

**19.2.1** All Employer records, including but not limited to patient records, personnel files, computer files, electronic mail, policies and procedures, financial and tax records, as well as all other proprietary information, are the exclusive property of the Employer. Nurse must maintain strict confidentiality regarding all Employer records and information at all times.

**19.2.2** Nurses are not to access patient identifiable healthcare information unless they have a need to know based on their job assignment.

**19.2.3** Nurses will protect the confidentiality of patients. Communication of information should be limited to necessary parties and in a manner that decreases the opportunity of being overheard.

**19.3 Conflict of Interest.** All nurses shall be subject to Employer's Conflict of Interest policy, and such policy shall be acknowledged by new nurses at the time of hire and copies shall be available to any nurse upon request. Any changes in such policy during the term of this Agreement shall be subject to Section 4.3.

**19.4 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, Executive Orders of the President of the United States or the Governor of the State of Washington, and rules, regulations or orders of governmental authority. Should any provision(s) 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 provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, either party may request the commencement of negotiation for the purpose of arriving at a mutually satisfactory replacement or amendment for such provision.

## **ARTICLE 20**

### **COMPLETE AGREEMENT**

The parties have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement.

Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Agreement contains the sole and entire agreement between the parties. The terms of this Agreement may be supplemented, amended, modified or waived only by a mutual agreement in writing which expressly states that it is intended to have that effect and is signed by both parties.

**ARTICLE 21**

**DURATION**

This Agreement shall become effective January 1, 2010 and shall remain in full force and effect through December 31, 2012, unless changed by mutual consent as provided in Article 20. Should the Union or Employer desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the other party at least ninety (90) days prior to the expiration date. Failure to give timely notice to the other party and/or the required notice to mediation agencies shall have the effect of automatically renewing the Contract for a twelve- (12-) month period. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this \_\_\_\_ day of April, 2010.

TRI-CITIES HOME HEALTH,  
INC.

UNITED STAFF NURSES UNION,  
LOCAL 141, UFCW, AFL-CIO

By \_\_\_\_\_  
Patricia Waller, Executive Vice President  
Home Health

By \_\_\_\_\_  
Sharon Ness, Union  
Representative

**APPENDIX A**

**Tri-Cities Home Health  
RN Salary Guidelines**

The wage schedule for nurses hired on or after the effective date of this Agreement, with any wage adjustment to be effective the first day of the pay period following anniversary date, shall be as follows:

<b><u>Grade</u></b>	<b><u>1/1/2010*</u></b>	<b><u>1/1/2011</u></b>	<b><u>1/1/2012</u></b>
A	\$22.67	\$23.24	\$23.82
B	\$23.14	\$23.72	\$24.32
C	\$23.61	\$24.20	\$24.80
D	\$24.09	\$24.69	\$25.31
E	\$24.59	\$25.20	\$25.83
F	\$25.08	\$25.71	\$26.35
G	\$25.42	\$26.06	\$26.71
H	\$25.94	\$26.58	\$27.25
I	\$26.45	\$27.11	\$27.79
J	\$26.99	\$27.66	\$28.35
K	\$28.22	\$28.93	\$29.65
L	\$28.79	\$29.51	\$30.25
M	\$29.36	\$30.09	\$30.84
N	\$29.95	\$30.70	\$31.47
O	\$30.55	\$31.31	\$32.10
P	\$31.17	\$31.95	\$32.75

Q	\$31.79	\$32.58	\$33.39
R	\$32.42	\$33.24	\$34.07
S	\$33.06	\$33.89	\$34.74
T	\$33.73	\$34.58	\$35.44
U	\$34.40	\$35.26	\$36.14
V	\$35.08	\$35.96	\$36.86
W	\$35.79	\$36.69	\$37.60
X	\$36.50	\$37.42	\$38.35
Y	\$37.24	\$38.18	\$39.13
Z	\$37.99	\$38.94	\$39.91

\* Effective the first day of the first pay period following Employer's receipt of notice of ratification. However, if ratified prior to April 1, 2010 the designated wages for 2010 will be made retroactive to January 1, 2010.

Nurses qualify for the higher rate on the first day of the pay period immediately following the anniversary date of employment.

## **APPENDIX B**

Employer, Union and the individual nurses covered by this Agreement acknowledge their individual and collective interest, as well as that of the community they serve, to improve overall productivity and TCHH financial performance.

The parties acknowledge that there may be variances in individual productivity units based upon driving mileage and/or time, patient admissions, complex clients and family scheduling issues, individual patient scheduling issues, and meetings, training, and/or other administrative work mandated by the Employer, but it is agreed that the Agency's individual goal is an average of six (6) visits per FTE per day, or thirty (30) visits per week.

In light of their individual and collective interests, there may be discussions between nurses and management concerning the number of patient(s) visits, variances in scheduled visits or work, and the amount and timing of hours devoted to administrative paperwork or related duties that may have impacted an individual nurse's visit(s). However, if Employer deems any of such discussions to be disciplinary in nature, the nurse shall clearly be informed of that fact at the beginning of the interview, or at such point as Employer may believe that a problem exists, and the nurse may then request Union representation as provided in Section 3.3 of this Agreement.

### **PRODUCTIVITY STANDARDS**

Full-time nurses shall be required on average to make thirty (30) "credited" visits each week, prorated for part-time nurses and grandfathered thirty-two (32) hour nurses. A nurse who fails to meet these guidelines for four (4) consecutive payroll periods will be changed to "non-benefit" eligibility status as provided by Section 5.3. The weighted guidelines for "credited" visits is as follows:

#### **WEIGHTED VISIT KEY:**

1 Admission Visit	= 2.00 Visits
1 Recert Visit	= 1.50 Visits
1 Supervisory Visit	= 0.33 Visits
8 PTO Hours	= 6.00 Visits
1 Discharge OASIS visit	= 1.50 Visits
1 Post Hospital Assessment Visit	= 2.00 Visits

4/15/10