

2010 - 2013

EMPLOYMENT AGREEMENT

By and Between

PROVIDENCE CENTRALIA HOSPITAL

And

UNITED STAFF NURSES UNION, LOCAL 141 UFCW

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EMPLOYMENT AGREEMENT

By and Between

PROVIDENCE CENTRALIA HOSPITAL

And

UNITED STAFF NURSES UNION, LOCAL 141 UFCW

This Agreement is made and entered into by and between Providence Centralia Hospital (hereinafter referred to as the “Hospital” or the “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 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 exclusive collective bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer, excluding supervisory, administrative/management positions and all other employees.

ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY

The parties agree and support the policy to employ, evaluate, compensate, promote and retain individuals on the basis of qualifications, ability, and performance regardless of race, national origin, age, color, sex, marital status, religious belief, Vietnam veteran status, political ideology, sexual orientation or handicap, unless the handicap precludes the person from performing the job’s duties.

ARTICLE 3 - MANAGEMENT RIGHTS

In order to carry out its responsibility to provide a high level of professional care at a reasonable cost to the community, the Employer reserves the exclusive right to exercise the customary

functions of management, including, but not limited to, the right to administer and control the premises, utilities, equipment and supplies; the right to select, hire, promote and demote, suspend, dismiss, assign and reassign, supervise and discipline employees; to determine hours of employment; to transfer employees within and between departments; to formulate and modify job classifications and job evaluations; to determine and change the size, composition and qualifications of the work force; to establish, change, modify and abolish its policies, rules and regulations; to determine, modify and change methods and means by which the Hospital operations are to be carried on, and to determine the appropriate duties of employees in meeting those needs and requirements, and to do those things necessary to carry out all ordinary functions of management except as these matters are specifically referred to in this Agreement.

ARTICLE 4 - UNION MEMBERSHIP

4.1 Membership. All nurses who on the execution of this Agreement are members of the Union in good standing, and all nurses who voluntarily become members thereafter shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership.

4.2 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 undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

4.3 Roster. Every calendar quarter, the Employer shall furnish the a list of names, employee ID numbers, addresses, job classification, unit, dates of hire, rate of pay, and FTE status of those nurses covered by this Agreement. The Employer will provide the Union with a list of names and addresses of new hires and terminations with the date of hire/termination on a monthly basis. The parties agree that because information contained in the roster is confidential, the exchanged of such information must be made in a secure manner (i.e. ProvSecure, hand delivery, or other encryption).

ARTICLE 5 - UNION REPRESENTATION

5.1 Bargaining Unit Representatives. The Union shall select nurses from the bargaining unit to function as bargaining unit representatives. The bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the 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, and shall not interfere with the work of other employees.

5.2 Bulletin Board. The Union shall be permitted to post announcements and notifications of professional activities signed by a designated bargaining unit representative in the space provided on employee bulletin boards designated by the Employer with prior approval of the Director of Human Resources.

5.3 Contract. The Employer will give each newly hired nurse a copy of this Agreement. The Union will provide copies of this Agreement to the Employer. Additional copies of this Agreement provided by the Union shall be available in the Human Resources Department.

5.4 Job Description. The Employer will provide each nurse a copy of the Nurse's job description, including terms and conditions of employment and updated job descriptions as adopted.

ARTICLE 6 - DEFINITIONS

6.1 Resident Nurse. A registered nurse whose clinical experience in an acute care facility after licensure is less than six (6) months; or a registered nurse who is returning to practice, with no current clinical training or experience. The resident nurse shall be assigned as a team member under close supervision of more experienced nurses and shall be responsible for the direct care of limited numbers of patients. Unless designated differently by PCH at the time of hire, residency shall be for a minimum of three (3) months and shall not exceed six (6) continuous months when the nurse meets the criteria established by the Nurse Manager as evidenced by an evaluation at that time. A copy of the residency program shall be provided to the resident. The time period may be extended or reduced when mutually agreed upon by the nurse and the Nurse Manager for the Nursing Unit. If residency is extended, the Employer will notify the Union.

6.1.1 A resident RN who is expected to function continuously without close and direct supervision, and who is given the same level of responsibilities as a staff nurse, shall be compensated as a staff nurse. Close and direct supervision shall be defined as working in conjunction with other registered nurses.

6.2 Staff Nurse. A registered nurse employed by the Employer who is responsible for the direct and/or indirect total nursing care of the patient.

6.3 Charge Nurse. A registered nurse who is assigned responsibility for an organized unit for at least one complete shift of eight (8) hours or more in duration. The definitions of an organized unit shall be defined by the Employer. In the event a nurse is assigned a Charge Nurse position by Nursing Administration for less than a complete shift, the nurse shall receive Charge Nurse pay for the time worked as Charge. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

6.4 Full-time Nurse. A registered nurse who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

6.5 Part-Time Nurse. A registered nurse who is regularly scheduled to work less than forty (40) hours in a seven (7) day period, or less than eighty (80) hours in a fourteen (14) day period. The part-time nurse shall have the option of receiving fifteen percent (15%) premium over her/his basic rate of pay in lieu of life insurance, vacation, sick leave, holiday benefits, medical and dental benefits, or shall be entitled to paid vacation, sick leave, holiday benefits, medical and dental benefits, as set forth in this Agreement. Vacation, sick leave and holiday will be in accordance with the number of hours worked in a given work period. All hours worked will be included for the purpose of computing annual increments.

6.6 Change in Status. Only on hire, anniversary date or change in employment status shall a nurse be able to convert from the salary premium in lieu of benefits to prorated benefits, or vice versa.

6.7 Per Diem Nurse. A registered nurse, scheduled as mutually agreed between the nurse and director/manager, or a registered nurse scheduled to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Per diem nurses shall be paid in accordance with the Letter of Understanding or a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity increments and shall be eligible for shift differentials, charge premium, holiday premium, certification premium and weekend premium pay. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. A per diem nurse placed on standby status will be paid standby pay. Any accrued annual leave shall be paid to the employee at the time the employee elects a per diem status. For scheduled shifts, per diem

nurses are subject to the same callback and standby requirements as regular full-time and part-time nurses and will be compensated in accordance with applicable contract language.

6.8 Preceptor. A preceptor is defined as a nurse assigned to RN skills training on the unit, one to one. This training shall involve new skills and a new field, such as internship programs, remedial training, and resident or modified resident training programs. Preceptor pay shall not be paid for unit orientation.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Period. The basic work period shall consist of forty (40) hours in a regularly recurring seven (7) day period or eighty (80) hours in a regularly recurring fourteen (14) day period, as mutually agreed between Employer and nurse in accordance with the Fair Labor Standards Act.

7.2 Work Day. The basic work day shall be eight (8) consecutive hours and one-half (½) hour lunch period on the nurse's own time.

7.3 Meal/Rest Period. The basic work day shall include a thirty (30) minute meal period on the nurse's own time if relieved of duties during this period. If not relieved of duties and unable to leave the unit or Hospital, the nurse shall be compensated for such time at the appropriate rate of pay. Fifteen (15) minutes in each four (4) hour period shall comprise the rest period of nurses. Rest periods and meal breaks will be administered in accordance with Washington law and the WAC regulations.

7.4 Overtime. All work in excess of the basic workday or week, when properly authorized, shall be compensated for at the rate of one and one-half (1-1/2) times the nurse's regular hourly rate of pay. When a nurse works in excess of the basic workday, the first four(4) hours shall be paid at time and one-half (1-1/2) and the remaining hours worked will be paid at double time (2X). Where the nurse's scheduled shift and the overtime shift overlap, the period of overlap shall be paid at the nurse's regular rate.

7.4.1 Regular hourly rate of pay is to include shift differential.

7.4.2 Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift of at least eight (8) hours or more in duration. Thereafter, overtime shall be paid to the nearest quarter hour.

7.4.3 Time paid for but not worked (except HC and/or on call for a full time nurse) shall not count as time worked for the purpose of computing overtime pay. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1-1/2) or double time (2X). When a nurse is eligible for both time and one-half (1-1/2) or double time (2X) pay, the nurse shall receive the highest of the two pay rates.

7.4.4 The representative of both the Employer and the nurses concur that overtime should be discouraged, and that the Hospital shall continue its present policies in regard to the use of overtime.

7.5 Weekend Work. Full-time and part-time nurses shall work two (2) weekends out of four (4). Any additional weekend work will be scheduled only where necessary for the proper administration of the nursing unit, and will be paid at one and one-half (1-1/2) times the nurse's regular rate. This section shall not apply to nurses who voluntarily agree to more frequent weekend duty. The weekend shall be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday night and Saturday night.

7.6 Rest Between Shifts. In scheduling work assignments for those nurses working eight-hour shifts, the Employer will make a good faith effort to provide each nurse with at least 12 hours off duty between shifts. In the event a nurse is required to work with less than 12 hours off duty between shifts, all time worked within this 12 hour period shall be at time and one-half (1-1/2) with the exception of standby and call back assignments, a temporary alteration in shift assignment as requested by a nurse, or when mutually agreed upon between the Employer and employee.

In scheduling work assignments for those nurses working ten and twelve-hour shifts, the Employer will make a good faith effort to provide each nurse with at least 10 hours off duty between shifts. In the event a nurse is required to work with less than 10 hours off duty between shifts, all time worked within this 10 hour period shall be at time and one-half (1-1/2) with the exception of standby and call back assignments, a temporary alteration in shift assignment as requested by a nurse, or when mutually agreed upon between the Employer and employee.

7.7 Work on Day Off. Part time nurses who work their scheduled day off shall be paid at one and one half (1 1/2) their regular rate of pay (or at the appropriate overtime rate, if applicable).

Full-time nurses who work their scheduled day off shall be paid at the rate of two times (2) their regular rate of pay for all hours worked, if they meet the criteria set out below:

Full-time nurses (1.0 FTE) who have actually worked forty (40) hours in a week (HC hours will be counted as time worked) will receive two times their regular rate (2) for hours worked on their day off.

Full-time nurses (.9 FTE-12 hour) nurses who have actually worked thirty-six (36) hours in a week (HC hours will be considered time worked) will receive two times their regular rate (2) for hours worked on their day off.

Nurses may waive this premium at their request.

7.8 Twelve-Hour Staffing (6/72).

7.8.1 Nurses scheduled to work the 6/72 schedule will be scheduled to work seventy-two (72) hours and paid for seventy-two (72) hours.

7.8.2 All full-time nurses working the twelve (12) hour shifts shall be regularly scheduled for seventy-two (72) hours within each pay period regardless of whether or not there is a holiday during the pay period. All full-time nurses working twelve (12) hour shifts shall receive eight (8) hours of holiday pay within the pay period in which the holiday falls, or may receive an additional day off (8 hours) as mutually agreed between the manager and the nurse.

7.8.3 Nurses who are regularly scheduled to work twelve (12) hours per day and less than seventy-two (72) hours during an eighty (80) hour work period will be paid and receive prorated benefits for actual hours worked.

7.8.4 The basic work shift shall be twelve (12) paid hours with a one-half (½) hour meal period on the nurse's own time. Any hours over twelve (12) per work shift and forty (40) per week shall be compensated at the overtime rate.

7.8.5 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) thirty (30) minute unpaid meal periods, or, if mutually agreeable to the Hospital and the nurse, twelve and one-half (12-1/2) consecutive hours with one (1) thirty (30) minute unpaid meal period. If the nurse is not relieved of duties and is unable to leave the unit or hospital, the meal period shall be paid by the Employer.

7.8.6 Three (3) fifteen (15) minute break periods in every twelve and one-half (12-1/2) hours worked shall comprise the rest period for nurses working the twelve and one-half (12-1/2) hour shift. The rest break periods shall be administered in accordance with Washington law and the WAC regulations.

7.9 Ten-Hour Staffing. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 ½) hours to include one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The employee shall be allowed two (2) fifteen (15) minute rest periods to be taken in accordance with state law and the WAC regulations.

7.10 Innovative Schedules. Where mutually agreeable to the Employer and the nurse, an innovative schedule may be established. Innovative schedules are those that are other than eight (8) hours in duration and require some change, modification or waiver of the provisions of this Employment Agreement. Where innovative schedules are utilized by the Employer, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule that was in effect immediately prior to the innovative work schedule, after at least thirty (30) days' advance notice to the nurse.

ARTICLE 8 - RATES OF PAY

8.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule beginning the first full payroll period on or after the effective date:

Contract Step	June 25, 2010	June 25, 2011	December 1, 2011	June 25, 2012
Base	25.97	26.49	26.62	27.29
Step 1	27.03	27.57	27.71	28.40
Step 2	28.11	28.67	28.81	29.53
Step 3	29.26	29.85	30.00	30.75
Step 4	30.32	30.93	31.08	31.86
Step 5	31.39	32.02	32.18	32.98
Step 6	32.54	33.19	33.36	34.19
Step 7	33.56	34.23	34.40	35.26
Step 8	34.65	35.34	35.52	36.41
Step 9	35.71	36.42	36.60	37.52
Step 10	37.21	37.95	38.14	39.09

Step 11	37.21	37.95	38.14	39.09
Step 12	38.46	39.23	39.43	40.42
Step 13	38.46	39.23	39.43	40.42
Step 14	39.42	40.21	40.41	41.42
Step 15	39.42	40.21	40.41	41.42
Step 16	40.21	41.01	41.22	42.25
Step 17	40.21	41.01	41.22	42.25
Step 18	41.33	42.16	42.37	43.43
Step 19	41.33	42.16	42.37	43.43
Step 20	42.69	43.54	43.76	44.85
Step 21	42.69	43.54	43.76	44.85
Step 22	44.05	44.93	45.15	46.28
Step 23	44.05	44.93	45.15	46.28
Step 24	44.05	44.93	45.15	46.28
Step 25	45.04	45.94	46.17	47.32
Step 26	45.04	45.94	46.17	47.32
Step 27	45.04	45.94	46.17	47.32
Step 28	46.06	46.98	47.21	48.39
Step 29	46.06	46.98	47.21	48.39
Step 30	47.22	48.16	48.40	49.61
Step 31	47.22	48.16	48.40	49.61
Step 32	48.40	49.37	49.62	50.86
Step 34				51.88

Wages and other increases will become effective beginning the first full pay period following the date indicated.

8.1.1 Calculating Increments. Annual increases shall become effective the beginning of the pay period following completion of each nurse's twelve (12) calendar months of continuous work. Longevity increases will be adjusted for any unpaid leaves of absence exceeding one hundred eighty (180) days in duration. Advancement from one longevity increment to the next shall be based upon time worked at that longevity step rather than time employed by Hospital.

8.2 Merit Increases. Wage rates and benefits specified in this Agreement shall not be less than those set forth in the Agreement; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior

wages and/or other employee benefits into effect and may reduce the same to the minimums herein prescribed without objection from the Union.

ARTICLE 9 - PREMIUM PAY

9.1 Shift Differential. For evening duty (3-11 shift), the premium shall be two dollars and fifty cents (\$2.50) per hour over the regular salary rate of the nurse concerned. Night duty (11-7 shift), the premium shall be four dollars (\$4.00).

9.1.1 Registered nurses working a ten (10) hour day based on a 4/40 work week shall receive shift differential for the actual hours worked that coincide with the normal hours that qualify for shift premium. This premium pay shall apply to both full-time and part-time nurses.

9.1.2 Registered nurses working a twelve (12) hour shift shall receive shift differential for actual hours worked that coincide with the normal hours that qualify for shift premium. This premium pay shall apply to both full-time and part-time nurses.

9.2 Charge Duty. Any nurse who is assigned “charge” duties shall be paid a premium rate of two dollars and fifty cents (\$2.50) per hour. If the nurse works less than one (1) month as a charge nurse, the increase will be prorated.

9.3 Standby. Standby pay shall be paid at the rate of four dollars (\$4) per hour, thirty-two dollars (\$32) per eight (8) hour period of standby, or forty (\$40) per ten (10) hour period of standby.

9.3.1 When a nurse is on standby call for the nurse’s regularly scheduled shift due to low census or no scheduled surgery, hours worked in a call back during such regularly scheduled shift shall be paid at one and one-half (1 ½) times the nurse’s regular rate of pay. Nurses who are called in will receive a minimum of three (3) hours’ pay at one and one-half (1 ½) times the nurse’s regular rate.

9.4 Callback. A nurse called back or called in to work while on standby status shall be paid for all hours worked at one and one-half (1 ½) the regular rate of pay with a minimum guarantee of three (3) hours. Overtime shall apply for any time actually worked in callback. Callback pay or call in pay shall be paid in addition to any standby pay.

9.5 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars (\$3) per hour for each hour worked on the weekend in addition to the nurse’s regular rate of pay.

For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

9.6 Preceptor Premium. A preceptor will be assigned and paid one dollar and twenty-five cents (\$1.25) per hour.

9.7 Certification Pay. Any nurse who maintains her/his certification in a specialty area where she/he regularly works shall also be paid certification pay in the amount of one dollar and thirty-five cents (\$1.35). The nurse is solely responsible for acquiring and maintaining current certification; however, this does not preclude granting a request for paid educational leave under Section 13.4.2 below.

9.8 BSN Pay. All nurses who present evidence of a baccalaureate degree in nursing (BSN) from an approved accredited institution will receive a premium of one dollar (\$1.00) per hour. A registered nurse with both a BSN and a specialty certification, and working in her/his area of specialty, will receive a premium of ~~two~~ two dollars and thirty-five cents (\$2.35) per hour. A registered nurse with a specialty certification or BSN may be requested by Nursing Administration to participate in teaching project(s) or committee work in their specialty area.

9.9 Temporary Assignments to a Higher Classification. A nurse temporarily assigned to a higher salaried position shall be compensated for such work at the rate of pay applicable to the higher salaried position.

9.10 Report Pay. Nurses who report for work as scheduled and who are sent home because of low census or other lack of work shall be given four (4)-hours' pay. This provision shall also apply if the nurse is notified less than two (2) hours before the beginning of the shift to stay home. However, the Employer will endeavor to notify the nurse as far in advance as possible.

9.11 Sixth Consecutive Day. Nurses who work five (5) consecutive eight (8) hour days shall be paid at the overtime rate for all authorized hours worked on the sixth (6th) consecutive day, and any additional consecutive days worked thereafter. Nurses who request to work additional consecutive days in excess of five (5) shall be exempt from this provision.

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

ARTICLE 10 - ANNUAL LEAVE

10.1 Accrual. Annual leave with pay shall be granted annually according to the following schedule:

Upon Completion of:	Annual Leave (Assuming Full Time schedule)	Accrual Rate Per Hour (1.0 FTE)	Accrual Rate at Full Time FTE Per Pay Period
0 thru end of 4 yrs	144 hrs (18 days per year)	.0692	5.538 hours
5 thru end of 10 yrs	184 hrs (23 days per year)	.0885	7.0769 hours
11 yrs	192 hrs (24 days per year)	.0923	7.3846 hours
12 yrs	200 hrs (25 days per year)	.0962	7.692 hours
13 yrs	208 hrs (26 days per year)	.10	8.0 hours
14 yrs	216 hrs (27 days per year)	.1038	8.3077 hours
15+ years	224 hrs (28 days per year)	.1077	8.6154 hours

To determine accrual rate per pay period for FTE less than .9 FTE, multiply accrual rate x FTE. Example: 5.538 x 0.5FTE = 2.925 hours per pay period. In accordance with Article 7.8.2, the hourly accrual rate for a .9 FTE will be adjusted to equal the accrual rate for a 1.0 FTE.

A nurse is not eligible for annual leave in the same pay period in which it is accrued. Annual leave may be taken in the pay period following the pay period in which it was earned. Annual leave will accrue on all paid and low census hours (except standby) not to exceed 2080 within a twelve (12) month period based on an employee’s anniversary date of employment.

10.2 Pay Rate. Annual leave pay shall be the amount that the nurse would have earned had the nurse worked during the leave period at the regular rate on the nurse’s regular shift. Nurses may not accrue more than two times (2x) the amount of leave to which they are entitled under the above schedule.

10.3 Payment Upon Termination. After completion of twelve months of continuous employment, nurses shall be paid upon termination of employment for all annual leave accrued; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required fourteen (14) days’ prior written notice, or to those nurses who are discharged for cause. Acknowledging emergencies do develop that prevent full compliance with the notice provisions of this section, as a result of circumstances beyond a

nurse's control, payment of accrued unused annual leave will be decided on the facts and circumstances of the individual case.

ARTICLE 11 - HOLIDAYS

11.1 Holidays. The following seven (7) days off shall be recognized:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

11.2 Work on a Holiday. Full-time and part-time nurses required to work on a holiday shall be paid at time and one-half (1-1/2) their regular rate for all hours worked. Full-time nurses shall receive an additional day off at the nurse's regular rate of pay, when mutually agreed upon. Overtime worked on a holiday shall be paid at time and one-half (1-1/2) the nurse's regular rate. All part-time employees receiving fifteen percent (15%) in lieu of benefits and per diem nurses shall receive one and one-half (1-1/2) times their regular rate of pay.

11.3 Rotation of Holiday Work. It is agreed that holiday work shall be rotated by the Hospital.

11.4 Holiday Dates. All recognized holidays (Article 11.1) will be paid for shifts from 11:00 p.m. on the day before to 11:00 p.m. on the actual date of the Holiday.

ARTICLE 12 - SICK LEAVE

12.1 Sick Leave Accrual. Eligible nurses shall accrue one (1) day of sick leave for each month of continuous employment, cumulative to ninety (90) working days for authenticated absences.

12.2 Sick Leave Payment. Sick leave benefits shall be paid at the nurse's regular rate of pay for any illness or injury that has incapacitated the nurse from performing normal duties, and for disability due to pregnancy. The Employer shall allow an employee to use the nurse's accrued sick leave to care for a child of the nurse under the age of eighteen (18) with a health condition that requires treatment or supervision. The Employer reserves the right to require reasonable proof of illness.

12.3 Industrial Insurance Payments. In any case in which a nurse shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer will not be required to provide compensation above that set forth by the state law.

12.4 Change of Status. When a full-time nurse changes to part-time/per diem receiving premium in lieu of fringe benefits, the nurse may retain accrued sick leave but cannot use. Accrued sick leave will be frozen pending the nurse's return to regular status.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 Leave Requests. 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. A written reply to grant or deny the request shall be given by the Employer. A leave of absence commences on the first day of absence from work.

13.2 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer.

13.3 Leave Without Pay. Leave without pay for a period of thirty (30) days or less within an anniversary year shall not alter a nurse's anniversary date of employment or the amount of vacation pay or sick leave credits that would otherwise be earned by the nurse. Position, shift and employment status shall not be lost by the nurse.

13.3.1 Leave without pay for a period in excess of thirty (30) days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Employer.

13.4 Educational Leave.

13.4.1 Unpaid Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study without loss of accrued benefits, provided such leave does not jeopardize Hospital service.

13.4.2 Paid Educational Leave. Up to a maximum of four (4) days of paid educational leave and tuition per calendar year may be granted to full-time nurse; provided, however, such leave is subject to budgetary consideration, scheduling requirements of the Employer and approval by the Chief Nursing Officer/Chief Operating Officer.

For nurses who receive/maintain specialty certification in a nursing area, the Employer shall provide nurse (0.8 FTE and above) a minimum of \$800 and nurses (.5-.7 FTE) \$500 for expenses and tuition on a calendar year basis. Specialty nursing certification must be

relevant to the nurse's home unit at PCH. Paid education leave for specialty certification in-class prep and test time will not be denied for budgetary reasons.

For all other nurse, the Employer shall provide nurses 0.8 FTE and above) a minimum of \$250.00 and nurses (.5 - .7 FTE) a minimum of \$200.00 for expenses and tuition on a calendar year basis. Upon certification, a nurse shall be eligible for the educational funds available for certified nurses minus any funds already used in the calendar year under this section.

13.4.3 Educational Meetings. Educational meetings shall be defined as those conducted for the purpose of developing skills and qualifications of nurses, enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for the purpose of labor relations or collective bargaining activities.

13.5 Family and Medical Leave of Absence. The Hospital complies with leave provisions of Washington State and Federal laws for family and medical reasons. The parties agree that the leave provisions shall be interpreted in accordance with all applicable laws. Authorized reasons for an approved leave are:

For a serious health condition precluding the employee from performing the functions of her/his job. This includes maternity disability period related to childbirth (Employee Medical Leave).

To care for the employee's spouse, son, daughter or parent who has a serious health condition (Family Care Leave).

To care for the employee's child after birth, adoption or placement in foster care (Family Care Leave). This leave is in addition to maternity disability leave which is allowed for the actual period of the disability associated with pregnancy or childbirth.

13.5.1 Eligibility. An employee must have worked at least 1250 hours within the twelve (12) months immediately prior to the requested leave date. For employee medical leaves for maternity reasons, the eligibility is completion of the probationary period. The employee request must comply with the written application and verification procedures.

13.5.2 A nurse shall upon request be granted up to six (6) months' leave for maternity, parental or medical reasons.

13.5.3 Restoration to Job from Leave of Absences. On return from a Family or Medical leave of absence of twelve (12) weeks or less (paid or unpaid), an employee is entitled to

be returned to the same position status (FTE, unit and shift) that she/he held when the leave commenced or to an equivalent position with equivalent benefits and pay. If the nurse elects not to return from Family or Medical leave on or before the first day of the 13th week, the nurse will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence, up to six (6) months from the day the leave commenced. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

13.5.4 Health Insurance Coverage. An employee on an approved leave of absence of twelve (12) weeks or less under this policy will continue to be covered under Providence Health Plan on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. Coverage will be maintained at the same levels in effect prior to the leave and at the same level of cost-sharing.

If an employee elects not to return to work upon completion of an approved leave of absence, the Hospital will request repayment from the employee for payments made to maintain the employee's health coverage, unless the failure to return to work was for reasons beyond the employee's control.

13.5.5 Combined Leave. In the case of adoption or birth of a child, or care for a seriously ill parent, the maximum combined leave for BOTH ELIGIBLE SPOUSES working at the Hospital is twelve (12) weeks. When a husband or wife each takes a portion of the total twelve (12) week leave period to care for birth, adoption or placement, each would be entitled to take the remaining portion of the twelve (12) week leave for their own serious illness or to care for a seriously ill child or parent. Should a particular period of leave qualify under both Family and Medical Leave, the leaves shall run concurrently.

13.5.6 Use of Sick Leave/Vacation.

Employee Medical Leave — Employees on a leave for their own serious medical condition are required to use accrued sick leave for that portion of the leave that medical certification indicates is a period of disability. Sick leave will be paid on the basis of the employee's assigned FTE prior to the beginning leave of absence. Any need to extend the length of the leave of absence requires a new medical certification. Following depletion

of sick leave for the period of disability, vacation hours must be used followed by time off on an unpaid basis for the remaining balance of the approved leave period. Vacation will be paid in increments equal to the assigned FTE prior to leave.

Family Medical Leave — An employee whose leave of absence is necessitated by the serious medical condition of a child consistent with state policy must use accrued vacation as part of the leave before continuing the absences in an unpaid leave status. The employee may elect to use accrued sick leave for care of a seriously ill child. Vacation and eligible sick leave will be paid on the basis of the employee's assigned FTE prior to the leave of absence.

For absences to care for other family members covered by this policy, employees must use any accrued vacation. After depletion of vacation, the remainder of the leave of absence will be on an unpaid basis.

For a family leave of absence that does not involve a health condition, employees must first use accrued vacation. The remainder will be on an unpaid basis.

13.5.7 Application for Leave and Medical Certification. Unless for an unforeseen emergency, employees must apply for a Family Medical Leave and have completed required medical certification thirty (30) days in advance of the first day of leave. The Hospital reserves the right to request medical certification.

13.5.8 Return from Leave. An RN on an approved leave must notify her/his supervisor two (2) weeks in advance of expected return date. A physician's release is required when returning from a leave.

13.5.9 Leave of Absence Extension. If circumstances require an employee to extend the leave, the employee must put the request in written form and send two (2) weeks prior to the end of the current leave of absence to manager with a copy to the Benefits Coordinator, Human Resources. A second medical certification is required indicating the necessity of the extension.

13.6 Military Leave. Leave required in order for a nurse to maintain status in the military shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time.

13.7 Bereavement Leave. Bereavement leave of up to three (3) days to a maximum of twenty-four (24) hours with pay shall be granted for death in the immediate family. Nurses who are required to travel out of state shall be given up to two (2) additional unpaid days upon written request. "Immediate family" shall be defined as grandparent, parent, spouse, brother, sister, child, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, and any relative living in the nurse's household.

13.8 Jury Duty. A full-time or part-time nurse who is required to serve on jury duty on a regularly scheduled work day shall be compensated by the Employer at his/her regular rate of pay for the scheduled hours missed as a result of jury duty in accordance with PCH policy. The nurse is expected to notify his/her supervisor immediately upon receipt of the jury summons to allow the supervisor to establish the availability of the time away from the workplace and to schedule around the jury duty. Evening and night shift employees who serve on a jury are not expected to report for work unless they are excused from service for the day. In the event an employee is not required to report to the court for service the employee is expected to work his/her scheduled shift.

ARTICLE 14 - HEALTH PROGRAMS

14.1 Health Tests. The Employer shall provide tuberculin skin tests and other tests as required at no cost to the nurse. Nurses may request routine blood examinations (CBC, chemistry screening battery), chest X-rays and urinalysis annually, without cost. The Employer shall not be responsible for payment of any physician professional fees related to the interpretation of the test results for any of the health tests provided for in this section.

14.2 Workers' Compensation. Employees shall be covered by a plan of industrial insurance, either the State Workers' Compensation or a substantially equivalent plan.

14.3 Flexible Benefits (Medical, Dental and Long-Term Disability Insurance). Medical, dental and long-term disability insurance shall be available through the Employer for all benefit eligible (.5-1.0 FTE) nurses beginning the first of the month following thirty (30) days of continuous employment in an eligible status. Premiums paid by the Employer (based on core plans) will be based on assigned FTE.

Nurses whose FTE status is between .8 and 1.0 FTE will receive benefit dollars equal to one hundred percent (100%) of the employee-only core benefit price tag and seventy percent (70%) of the dependent(s) core benefits price tag(s) depending on the family coverage category chosen. Nurses whose FTE status is between .5 and .7 FTE will receive benefits dollars equal to at least

70% of the benefit dollars received by a .8 to 1.0 FTE nurse with a similar number of covered dependents.

If the assigned FTE of an RN changes during the course of this Agreement, the employee contribution will be reflected through a change in payroll deduction on the first (1st) of the month following the date of the status change.

Effective benefit year 2011, the employer shall pay ninety percent (90%) of the premium cost for the employee portion of medical and dental insurance under the basic plan for regular employees from a 0.8 to 1.0 FTE. If the employee participates in the wellness initiative of the employer during the enrollment period, the employee will be reimbursed the additional 10% so that the nurse receives the employee portion of medical and dental insurance under the basic plan at no premium cost.

14.4 Insurance Continuation. The Employer shall continue to pay the employee's Flex-Select premiums for covered employees for a maximum of three (3) successive months when the employee is not working as a result of work injury, health or maternity leave.

14.5 Maintenance. The Employer will maintain medical, dental and long-term disability, as provided in the Flex-Select program.

14.6 Plan Changes. In the event the Employer modifies its current plan or provides alternative plan(s), the Employer will provide information concerning these plan changes and upon request will discuss these changes with the Union.

14.7 Health Program Improvements. Any improvements in health programs for other Hospital employees shall be made available to the Registered Nurses within ninety (90) days.

14.8 Drug-Free Workplace. The Employer, the nurses, and the Union have a joint interest in workplace safety and job performance, and collectively acknowledge that alcohol and drug abuse are inconsistent with this joint interest. The Employer and the Union also acknowledge that nurses continue to be responsible for maintaining satisfactory job performance and attendance, and for complying with the Employer's policies and procedures. Nurses with job performance, attendance, or conduct problems are still subject to corrective action if such problems are caused in whole or part by the use of alcohol or drugs.

The Employer will establish a drug-free workplace policy, including reasonable cause drug testing. The policy will require the Employer to maintain an Employee Assistance Program as a

resource for employees. Nurses who may have an alcohol or drug related problem are strongly encouraged to seek assistance or referrals to rehabilitation or treatment programs through the Employee Assistance Program.

The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts that will enable a chemically impaired nurse to remain in professional nursing practice after rehabilitation. Nurses needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek treatment and rehabilitation referrals through the Employee Assistance Program or the state's Substance Abuse Monitoring Program for registered nurses, and to use their health insurance, sick leave, or medical leave, as appropriate. Employees voluntarily requesting assistance prior to experiencing job performance, attendance, or misconduct problems will not be subject to disciplinary action for having sought treatment for alcohol or chemical dependency, and will be given a medical leave of absence by the Hospital.

The Employer and the Union will encourage and support voluntary participation in the state Substance Abuse Monitoring Program for registered nurses, which may include individually tailored return-to-work agreements. In the event a registered nurse is subject to a return-to-work agreement with the state Substance Abuse Monitoring Program, the Hospital and the Union will endeavor to reasonably accommodate the nurse's temporary limitations; provided, however, such reasonable accommodations shall not require other nurses to change their work schedules, require the Hospital to assume extra costs, or otherwise impose an undue hardship on the Hospital.

ARTICLE 15 - EMPLOYMENT STATUS

15.1 Probationary Period. All newly hired nurses shall serve a probationary period of ninety (90) days. After ninety (90) days of continuous and satisfactory employment, the nurse shall be considered a regular employee. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire within the bargaining unit. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure.

15.2 Seniority. Seniority is defined as the nurse's length of service, beginning with the most recent date of hire within the bargaining unit. Members of the bargaining unit who accept positions of management shall retain all seniority earned while in the bargaining unit. Regular status nurses who change to Per Diem status and subsequently return to regular status without a

break in employment shall have previous benefit accruals and seniority reinstated excluding the time spent on Per Diem status.

15.3 Use of Earned Benefits. Sick leave, holidays and vacations shall be earned by the full-time and part-time nurse from the date of employment and become effective after regular employment status is reached.

15.4 Notice of Resignation. Regular nurses shall give thirty (30) days' written notice of intended resignation where practicable, but in all cases shall be required to give at least fourteen (14) days' written notice. Failure to give required notice shall result in loss of any accrued vacation benefits.

15.5 Termination. Seniority shall cease upon termination of employment; for example, discharge, resignation, retirement, failure to return to work on a timely basis from an approved leave of absence, refusal to accept a permanent job opening (same FTE status, shift and unit) offered by the Employer while on layoff status, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures established by the Human Resources Department and applicable to all nurses. The Employer will notify the Union of any recall procedures prior to the recall. Failure to comply with the notification and reporting requirements contained herein shall result in termination. At least fourteen (14) days' written notice of termination of employment or pay in lieu thereof shall be given the nurse by the Employer, plus any accrued vacation due. Should the nurse be discharged for cause, the nurse would thereby forfeit all benefits.

15.6 Layoff. When it becomes necessary for the Employer to permanently reduce its work force, the Employer shall give as much notice as practicable. In cases of such anticipated layoffs, written notice of layoff to the affected nurse(s) will be given four (4) days before such action is to become effective; except in cases of urgent and unexpected circumstances. Upon layoff, the names of such RNs shall be placed on a reinstatement roster for a period equal to their length of employment not to exceed twelve (12) months from the date of layoff. An RN shall be removed from the roster upon accepting permanent employment, upon re-employment, upon a refusal to accept permanent work offered by the Employer (same FTE status, shift and unit), or at the end of the aforementioned period. It shall be the nurse's responsibility to keep the Employer informed of the RN's employment status and current address and telephone number.

15.6.1 Layoffs in connection with the reduction of the work force shall be governed by length of service together with skill and ability in a specific area (a defined nursing unit).

Where skill and ability are equal in the judgment of the Employer, length of service shall prevail.

Units:

Emergency Department	Outpatient Surgery/Procedure Room
Critical Care/PCU	OR
Surgical Unit	PACU
Medical Unit	Long-Term Care
Family Birth Center	Rehabilitation
Float Pool	

15.6.2 The following order of layoffs shall be followed by the Employer:

1. Probationary nurses.
2. Regularly scheduled nurses by length of service, in accordance with subsection 15.6.1 above.

15.6.3 Layoff List. The Employer will notify the Union at least seven (7) days in advance of an anticipated layoff, and will furnish a list of those nurses to be laid off.

15.7 Recall. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in the reverse order of layoff; providing skill, competency and ability are considered equal in the judgment of the Employer. The Employer will notify the Union of any recall procedures prior to recall. Subject to the above qualifications, RNs on layoff shall be entitled to reinstatement prior to any RN being newly hired. Any recall of nurses out of seniority will be communicated to the Union. Upon reinstatement from such roster, the RN shall have all previously accrued benefits and seniority restored. No RN on probationary status shall accrue any rights or benefits under this section.

15.7.1 Intermittent Work. Intermittent work shall be defined as work becoming available as a result of unanticipated increase in patient census or staff absence during a specific twelve (12) month layoff period. Interested laid off nurses will sign up by unit for intermittent work. Qualifications will be approved by appropriate unit managers. This will not forfeit the nurse's rights for consideration for future permanent positions. Nurses on this roster will be paid at their step rate plus fifteen percent (15%) in lieu of benefits during this period of layoff.

Procedures:

1. Regular nurses will be offered extra shifts if cost neutral.
2. Intermittent work will be offered on a rotating basis beginning with the most senior laid off nurse who signed up for this intermittent work.
3. The per diem nurses will be called for work following regular nurses on a unit and laid off nurses volunteering for intermittent work.

15.7.2 Regular Openings. When a regular position becomes available during the specific twelve (12) month period following a layoff, consideration will be given in the following order:

1. The position will be posted on the specific unit. Nurses on this unit will be given first consideration.
2. The position will be posted house-wide. Qualified regular nurses will be considered.
3. Qualified nurses on layoff status.
4. Qualified per diem nurses.
5. Outside qualified applicants.

15.8 Communication. Nurses who have concerns are responsible to communicate those concerns first to their manager and then through the appropriate levels of supervision and through established procedures. Managers are responsible to listen to the nurse's concerns, take appropriate action and provide feedback to the nurse.

15.9 Corrective Action/Discharge. Except for such reasons as permanent reduction in operations, discharge shall only be for just cause. The parties agree that the intent of corrective action is to provide a fair and consistent method of processing concerns based on standards of practice and performance criteria.

15.9.1 When corrective action is necessary, the procedure will normally consist of the following steps: verbal warning, written warning, suspension, dismissal. During these steps of corrective action, coaching, counseling, EAP referral, mutual goal setting with established time lines and progress meetings may be utilized.

A nurse involved in corrective action shall receive a written statement of the issue and shall be requested to sign the document to acknowledge receipt thereof.

There may be situations in which the above steps may occur concurrently, which may result in dismissal for just cause. All of the above steps will be subject to the grievance procedure.

15.9.2 In the event a nurse is being interviewed, the results of which may be corrective action by the Hospital against that specific nurse, the nurse may request that a representative of the Union be in attendance.

15.10 Travel. A nurse who in accordance with hospital policy accompanies a patient traveling by ambulance, helicopter, etc. shall be considered to be in the employ of the Hospital. The Employer will be responsible for providing and approving travel arrangements for the nurse to and from the Hospital.

15.11 Work Schedules. The Employer will post the monthly work schedule by the fifteenth (15th) of the preceding month. The assignment of the "Charge Nurse" shall be designated on the monthly schedule at least prior to start of the shift.

Nurses requesting to schedule the use of paid time, paid education, sick leave, annual leave, etc. shall identify whether or not the requested time (day) is part of the nurse's scheduled FTE or is extra time beyond the nurse's FTE.

15.12 Staff Development. When feasible, the Employer will attempt to make the staff development program available to all shifts. At least one (1) staff development program will be provided each month. If attendance during off-duty hours is required, a nurse shall be paid the appropriate rate of pay. All programs will be posted in the appropriate locations in advance. Monthly inservices will be posted two (2) weeks prior to the date of the inservices.

15.13 Job Posting. Notices of bargaining unit registered nurse positions to be filled shall be posted on a designated bulletin board at least seven (7) days in advance of filling the position in order to afford presently employed registered nurses the first opportunity to apply. If qualified, as determined by the hiring nurse manager, nurses presently employed at the Hospital shall have first choice for open positions.

Each job posting shall state summary job qualifications and duties to be performed. Positions posted as "variable" shall include a definition of the degree of variability (days and/or hours) on the job posting.

15.13.1 When two or more equally qualified persons file for the same position, they will be considered for placement on the following criteria, in the order set forth below:

1. Meets qualifications of position as determined by management.
2. Continuous service date.
3. Earliest request.

15.13.2 If the Employer is unable to transfer a nurse to a vacant position due to patient care considerations, the nurse will be notified in writing as to when the transfer will be expected to occur. In no event shall the transfer be made later than sixty (60) days. To be considered for such job openings or transfer within a unit, a nurse must indicate such interest to the Human Resources Department in writing. All applicants will be responded to in writing. Transfers from one shift to another on the same unit shall occur prior to the posting of the position.

15.13.3 Transfer. If the nurse is hired for the position and this results in transferring to a new nursing unit, the nurse shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended, subject to skill, competence and ability in the opinion of the Employer. During this performance review period, the Employer will notify the nurse in writing of any deficiencies in performance. If the nurse fails to meet standards of performance as determined by the Employer, the nurse shall be returned to the nurse's prior position if that position continues to be vacant. If the position has been filled and the nurse has been unsuccessful in applying for other available positions within that performance review period, the nurse will be placed on the reinstatement roster (Art. 6.9 Recall) for a maximum of 12 months.

15.14 Personnel Files. Employees shall have supervised access to their personnel files in the Human Resources Office. Conditions of hiring, termination, change in status, pay or shift, and leaves of absence shall be documented with a written copy available to the nurse upon request.

15.15 Floating. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the hospital will receive orientation appropriate to the assignment. Orientation may vary depending upon the

nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. A float nurse will not be assigned charge nurse responsibilities if the nurse would be incompetent to perform such function based upon lack of prior education or experience.

Floating may be accomplished either by volunteers and/or rotating it equitably among all nurses insofar as practicable. Insofar as reasonably practicable, the Employer will not assign CCU or Family Birth Center nurses to patient care responsibilities which would prevent their return to CCU or Family Birth Center except where there is standby coverage available for the nurse's home unit.

15.16 Evaluations. The evaluation program will be maintained on which each registered nurse will be evaluated at the end of the probationary period and at least annually thereafter. The evaluator will discuss the nurse's performance, progress, potential growth, attitude and areas of needed improvement with the nurse.

15.17 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among nurses assigned to each unit by shift, subject to skill, competence, ability and availability as determined by the Employer. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. Nurses who are subject to low census may use accrued annual leave time and such time off will count in the low census rotation. The Employer will attempt to make floating opportunities available to nurses subject to low census. Agency and per diem nurses will not normally be utilized on a unit and shift where regular nurses are subject to low census.

15.17.1 Nurses who take low census days off shall continue to accrue benefits, and shall not have their salary increment date adjusted.

15.18 Position Statement (PAR). All presently employed and all newly hired nurses shall have a written statement from the Employer identifying their position, as well as the terms and conditions of their employment.

15.19 Shift Changes. Once a nurse is on a shift or in a new position, that nurse will not be changed to another shift or position without her/his consent except on a limited basis not to exceed twelve (12) weeks. Seniority will be the governing factor (regardless of full-time or part-time) in shift changes.

15.20 Regular Positions. Newly hired nurses shall not take a regular position held by a nurse already employed by the Hospital.

15.21 Organizational Change. The parties recognize that the Employer may need for business and/or patient care reasons to make changes in the hospital which could affect a nurse's position, i.e., unit, FTE or shift. The provisions of this section shall not be applied for the purpose of circumventing the provisions of Sections 15.18, 15.19 and 15.20. The Employer agrees to give the Union and nurses involved at least thirty (30) days' notice prior to implementation. The Employer shall include in the notice the type of change planned and the reason for the change. On request of the Union, information related to the change shall be provided by the Employer.

The procedure used shall be as described in this section unless modified by mutual agreement. The parties shall meet and review the details of the procedure to be used and other related issues, such as orientation, training and severance packages for affected nurses. Any disputes related to the procedure used to implement the Employer's desired change may be grieved by the Union and/or individual nurses.

15.21.1 Layoff, Unit Restructuring, Unit Merger and Unit Closure. Prior to implementing any of the following processes, the Employer shall ask for volunteers first from the affected unit(s). Every effort will be made to achieve the required organizational change through the use of volunteers.

1. Unit Layoff. A layoff is defined as a mandatory reduction in a nurse's FTE status or a permanent or prolonged reduction in the number of nurses employed by the Hospital. If a unit layoff is determined by the Employer to be necessary, the Employer will identify the position(s) to be eliminated on each shift in the unit. Any nurse whose position has been designated for layoff may "bump" (displace) into the position of any less senior nurse on the unit providing the nurse is qualified to fill the position in the opinion of the Employer. The nurse displaced as a result of this bumping process may bump into the position of a less senior nurse on the unit until the process comes to a completion on the nursing unit. Any nurse subject to layoff as a result of this unit bumping process may, as an alternative, apply for another vacant position within the Hospital for which the nurse is qualified in the opinion of the Employer, or bump any less senior nurse on the Low Seniority Roster, providing the nurse is qualified for the position in the opinion of the Employer.

2. Unit Restructuring. In the event of a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the restructured unit. A listing of the FTEs for each shift on the restructured unit, including qualification requirements, shall be posted on the unit for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the unit at that time. Seven (7) days prior to the first posting, a seniority list with the FTE and shift will be posted. The seniority list shall indicate any eliminated or changed positions. Nurses may apply for any open position. On the eighth (8th) day of the first posting, positions will be filled by seniority subject to skill, competence and ability in the opinion of the Employer.

Any open positions that occur as a result of the first posting process shall be posted on the unit for forty-eight (48) hours. Nurses may apply for any open position. Following the second unit posting period of forty-eight (48) hours, positions will be filled by seniority subject to skill, competency and ability in the opinion of the Employer.

Any open positions that occur as a result of the second posting process shall be posted on the unit for forty-eight (48) hours. Nurses may apply for any open positions. Following the third unit posting period of forty-eight (48) hours, positions will be filled by seniority subject to skill, competency and ability in the opinion of the Employer.

A nurse displaced as a result of this job posting process may bump into the position of a less senior nurse on the unit, providing the nurse is qualified for the position in the opinion of the Employer. The nurse displaced as a result of this bumping process may bump into the position of a less senior nurse on the unit until the process comes to a completion on the nursing unit. Any nurse subject to layoff as a result of this unit bumping process may, as an alternative, apply for another vacant position within the Hospital for which the nurse is qualified in the opinion of the Employer, or bump any less senior nurse on the Low Seniority Roster, providing the nurse is qualified for the position in the opinion of the Employer.

3. Unit Merger. In the event of a merger of two (2) or more units into a single unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new unit. A listing of the FTEs for each shift on the new unit, including qualification requirements, shall be posted on the unit(s) for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list that identifies and ranks the nurse's preferences for all available positions (first to last), including the option to select a position from the Low Seniority Roster if no new unit position is acceptable. Based upon these preference lists, the Employer will fill the positions on the new unit based upon seniority subject to skill, competence, and ability in the opinion of the Employer. Nurses who are not selected to fill a position in the new unit, and nurses who have not found an acceptable position in the new unit, may bump any less senior nurse on the Low Seniority Roster, providing the nurse is qualified for the position in the opinion of the Employer.
4. Unit Closure. If a unit is closed, a listing of any available vacant position within the Hospital and the Low Seniority Roster will be posted on the unit for at least seven (7) days. At the end of that seven (7) day period, nurses shall, in order of their seniority, be allowed to select a position from the list of any available vacant positions for which they are qualified or bump a less senior nurse from the Low Seniority Roster, providing the nurse is qualified in the opinion of the Employer.

15.21.2 Any nurse on the low seniority roster whose position has been assumed as a result of the selection processes specified above shall be able to bump any less senior nurse if she/he is qualified for the position in the opinion of the Employer, or would be qualified with orientation, per 15.21.3 Orientation.

15.21.3 Orientation. A nurse will be considered eligible for a position if the nurse can become oriented to the position and carry a normal patient load with forty (40) hours of orientation plus any extended orientation period provided at the discretion of the Employer based on the needs of the Hospital because of the unit's special skill requirements.

15.21.4 Notification to Nurse. Nurses who are on annual leave, approved leave of absence or sick leave and who are unable to be reached by telephone within the first twenty-four (24) hours of the notice of layoff, merger or restructure, will be sent notice by certified mail, return receipt requested, to their home address. If a nurse has not contacted the Employer regarding their preferences, as provided for in this Agreement, the Employer will assign the nurse an available position as appears to be appropriate, based upon the nurse's seniority, subject to skill, competence, ability and experience in the opinion of the Employer. The process for assignment to available positions will not be delayed due to the absence of the nurse.

15.21.5 Notice of Layoff. As a result of the implementation of Section 15.21, fourteen (14) days' advance notice of layoff (or pay in lieu thereof to the nurse) will be given to the Union and to the nurses ultimately subject to layoff.

15.21.6 Filling of Positions. The filling of positions as provided for in this Article shall be by seniority subject to the nurse's skill, competence and ability to perform the work in the opinion of the Employer. Decisions involving skill, competence and ability shall be based on unit specific criteria and job description, and may be subject to the grievance procedure.

15.21.7 Low Seniority Roster. The Low Seniority Roster shall consist of the positions held by the 50% least senior nurses in the bargaining unit.

15.22 Staffing Concerns. If a nurse reports to work and perceives a problem with the level of staffing allocated for her/his patient Care assignment on the unit, the nurse will notify her/his immediate supervision (charge nurse in consultation with the Manager, or the house supervisor) of the staffing problem. If appropriate, the nurse may also contact the staffing office for assistance. Staffing and workload issues should be addressed promptly with supervision and at the time of occurrence; and may be resolved through such resources like adjustments in assignments, the use of other staffing resources (such as nurses from the per diem staff, float staff from similar services, agency nurses), adjustments to work loads, adjustments to work schedules, or to other resources.

Additional options may include closing the unit to further admissions and the reallocation of certain patients. Nurses who have other patient care concerns have the responsibility to raise those issues with supervision and management in accordance with Section 15.8.

A nurse who remains dissatisfied after having taken the foregoing steps may fill out a “Staffing Assignment Report” form, and submit copies of this form to the manager, the Chief Nursing Officer and the Union. Where this form is used, the parties will ensure that patient confidentiality standards are fully met. The Conference Committee shall acknowledge receipt to the nurse, meet to consider the concern, and shall give a written recommendation regarding the staffing concern to Nursing Administration within thirty (30) days of the meeting with a copy of the recommendation being sent to the nurse. Nurses who raise staffing issues shall be free from restraint, interference, discrimination or reprisal.

Matters arising under this section shall not be subject to the Grievance Procedure.

ARTICLE 16 - RETIREMENT PLAN

The Employer agrees to continue its present plan in effect, or a substantially equivalent plan, with the intention of reviewing plan documents to ensure compliance with federal law. Effective March 1, 1993, the Employer will provide the TDA (Tax Deferred Annuity) Employer Matching Option.

ARTICLE 17 - CONFERENCE COMMITTEE

The purpose of the Conference Committee is to discuss human resources matters within the labor agreement and to foster improved communications. This committee is advisory. Management will respond to committee recommendations no later than the next regular scheduled meeting.

The Conference Committee is comprised of the Chief Nursing Officer or designee, a Human Resources Representative, one (1) Nurse Manager designated by the Employer, and three (3) elected representatives of the staff nurses of the Employer. 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 Conference Committee will meet no less than bi-monthly.

The bargaining unit shall provide the names of the three (3) representatives to the Chief Nursing Officer, within thirty (30) days of the signing of this Agreement. Meeting time spent by the elected nurses on the Conference Committee will be compensated at the appropriate rate of pay.

ARTICLE 18 - PATIENT CARE COMMITTEE

18.1 Establishment. A Patient Care Committee shall be established consistent with standards as set forth by the Joint Commission on Accreditation of Hospitals.

18.2 Intent. The Employer recognizes the responsibility of this Committee to recommend measures with the objectives to improve patient care at this Hospital, and will duly consider such recommendations and will so advise the Committee of action taken. The Committee shall be composed of three (3) bargaining unit members plus the Chief Nursing Officer, Human Resources Director, and one Nurse Manager designated by the Employer. Nursing administration and the designated employees shall work cooperatively in instituting and maintaining the Patient Care Committee. This Committee shall be advisory only and will not discuss matters subject to collective bargaining or the administration of the Agreement.

18.3 Objective. The objectives of the Patient Care Committee shall be:

- a. to consider constructively the professional practice of Registered Nurses,
- b. to work constructively for the improvement of patient care and nursing practice,
- c. to recommend to the Hospital ways and means to improve patient care,
- d. to consider constructively the improvement of patient safety and health conditions,
- e. to foster communications between and among staff nurses and nursing managers regarding nursing practice,
- f. to improve job satisfaction and nursing performance and efficiency consistent with quality patient care.

18.4 Meeting Schedule. The Patient Care Committee will meet on mutually agreed upon dates.

18.5 Membership Encouraged. Both the Union and the Employer encourage nurses covered by this Agreement to serve on the Patient Care Committee.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If an alleged violation arises, the nurse is encouraged to discuss it with her/his immediate supervisor in an effort to resolve it, as described in Section 15.8, Communication, prior to filing a formal grievance. If a grievance cannot be resolved through Section 15.8, Communication, the nurse shall utilize the following grievance procedure.

Step 1: Nurse and Immediate Supervisor

In Step 1 of the grievance procedure, the nurse shall provide a written statement to her/his nurse manager describing the Article of the Contract allegedly violated, why and how violated, and remedy requested. At each subsequent step, the nurse shall provide a written statement of unresolved issues and why the resolution/decision at the previous step was not acceptable.

The time limits may be extended by mutual written consent of the parties. By mutual agreement, through an agreed upon procedure, the parties may waive steps of the grievance procedure.

If a nurse has a grievance, the nurse shall present the grievance in writing to the nurse's immediate supervisor and a copy to Human Resources within twenty-one (21) calendar days from the date when the nurse became aware or reasonably should have been aware of the event from which the grievance arose. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing within twenty-one (21) calendar days following receipt of the written grievance.

Step 2: Nurse and Chief Nursing Officer/Chief Operating Officer

If the matter is not resolved at Step 2, the nurse shall present the written grievance within seven (7) calendar days of receiving the immediate supervisor's decision to the respective Chief Nursing Officer/Chief Operating Officer. The Chief Nursing Officer/Chief Operating Officer and the nurse shall confer in an attempt to resolve the grievance. The Bargaining Unit Representative and/or the Union Representative may be present, if requested by the nurse. The Chief Nursing Officer/Chief Operating Officer shall issue a written reply within seven (7) calendar days following receipt of the grievance.

Step 3: Nurse and Chief Executive or Designee

If the matter is not resolved at Step 3, the nurse shall present the written grievance within seven (7) calendar days of receipt of the Step 3 response

to the Chief Executive or designee. Within seven (7) calendar days thereafter, there shall be a meeting with the Chief Executive, or designee, the nurse and/or the Bargaining Unit Representative and/or a Union Representative. The Chief Executive or designee, will issue a 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, either the Hospital or the Union may submit the issue in writing for arbitration within ten (10) calendar days following receipt of the Step 4 decision. Within five (5) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

19.2 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 effort, if mediation process extends or delays the arbitration time lines.

19.3 Time Limits. The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and the Hospital, and shall be confirmed in writing by the parties.

19.4 Withdrawal of Grievance. Any disposition of a 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.

ARTICLE 20 - NO STRIKE-NO LOCKOUT

20.1 No Strike. During the term of this Agreement, there shall be no strikes or stoppages of work by the nurses, mass sick leaves, sympathy strikes, or slow downs. Nothing contained in the Contract is to be construed to grant any nurse the right to strike or refuse to work for any reason. Violations of this Article shall result in the immediate discharge of the employee. This provision shall not be interpreted to prohibit an individual employee from participating in picketing or publicity activity engaged in by a labor organization other than the Union, so long as the employee is off work and on their own time. Violations of this Article shall result in the immediate discharge of the employee. This provision shall not be interpreted to prohibit an individual employee from participating in picketing or other publicity activity engaged in by a labor organization other than the Union, so long as the employee is off work and on their own time.

20.2 No Lockout. There shall be no lockout of the nurses by the Hospital during the life of this Agreement.

ARTICLE 21 - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of state or federal laws, such provisions shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 22 - COMPLETE AGREEMENT

The parties hereto 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 any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 23 - PAST PRACTICES

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE 24 - DURATION OF AGREEMENT

This Agreement shall be effective on the first full pay period following date of ratification and shall continue until and including June 25, 2013. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of timely notice.

Signed this ____ day of _____, 2010.

PROVIDENCE CENTRALIA HOSPITAL

UNITED STAFF NURSES UNION,
LOCAL 141 UFCW

Cindy K. Mayo, Chief Executive

Marilyn Savage, RN, President

Paula L. Lehmann,
Employer Representative

John Aslakson,
Union Representative

Local Unit Chairperson

Letter of Understanding

Recognition for Past Experience. Nurses will be given full credit for continuous RN nursing experience when placed on the wage scale. For purposes of this section, continuous nursing experience shall be defined as experience in an accredited hospital, ambulatory care setting, home health agency or equivalent health care experience (including temporary employment with an employer, without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer).

Dated this ____ day of _____, 2010

PROVIDENCE CENTRALIA HOSPITAL

UNITED STAFF NURSES UNION,
LOCAL 141 UFCW

By:_____

By:_____

Letter of Understanding

Per Diem

Per Diem Availability. To make her/himself available, a per diem nurse must notify the nurse director/manager or designee (hereinafter “nurse director/manager”) in writing by no later than the schedule request deadline of the shifts s/he is offering to be available to work during the period covered by the upcoming schedule.

Per Diem Tiers

Upon ratification, 1) all newly hired per diem nurses and 2) currently employed per diem nurses who make the election will be placed into one of the following tiers:

Tier 1. Per diem nurses at Tier 1 must offer to make themselves available to work at least two (2) shifts per month. Tier 1 per diem nurses will receive a wage differential of fifteen percent (15%) above their longevity increment.

Tier 2. Per diem nurses at Tier 2 must offer to make themselves available to work at least six (6) shifts per month including at least 2 weekend shifts and at least one (1) of the following holidays: Thanksgiving or Christmas or New Year’s Day (or New Year’s Eve for night shift). Tier 2 per diem nurses will receive a wage differential of eighteen percent (18%) above their longevity increment.

Tier 3. Per diem nurses at Tier 3 must offer to make themselves available to work: 1) at least eight (8) shifts per month including at least 2 weekend shifts, 2) at least one (1) of the following holidays: Thanksgiving or Christmas or New Year’s Day (or New Year’s Eve for night shift), and 3) at least one (1) of the following holidays: Independence Day, Labor Day, President’s Day, or Memorial day. Tier 3 per diem nurses will receive a wage differential of twenty percent (20%) above their longevity increment.

Per Diem nurses in any tiers are eligible for callback, call-in pay from regularly scheduled standby, on call shifts or low census standby.

Changes in Tiers. Newly hired per diem nurses shall provide notice of the availability tier they intend to meet on or before their date of hire. The Hospital will confirm in writing to the per diem nurse the tier that will be applicable to that nurse for a six (6) month period. At or about the end of each six (6) month period the nurse director/manager will determine whether a per diem nurse has met the availability requirements of his/her applicable tier and/or whether the per diem needs in a unit/operating area support continued utilization of a per diem nurse at her/his previous tier. The per diem nurse may also at that time change his/her tier level.

Per diem nurses are to be scheduled after the full-time and part-time nurses are placed on the schedule.

Providence Centralia Hospital

United Staff Nurses Union, Local 141

Letter of Understanding

FAMILY AND MEDICAL LEAVE

Those nurses who are employed at Providence Centralia Hospital as of 4/24/2008 are not subject to the 1250 hours in twelve (12) month eligibility requirement under article 13.5.1.

WELLNESS INITIATIVE

For the life of the contract beginning with open enrollment for the 2011 benefit plan year, the hospital's wellness initiative will be met by the employee's participation in the online health assessment or verification from their health care provider of an age-appropriate annual physical, including biometrics.

PATHWAYS TO EXCELLENCE

The parties agree to work collaboratively to evaluate and develop a professional practice model.

GRIEVANCE RESOLUTION

The Union agrees to withdraw the December 28, 2009 grievance related to implementation of the retirement program with prejudice.

SIGNING BONUS

To be paid the first full pay period following June 25, 2010 or ratification, whichever is later:
10-19 continuous years of service at Providence Health & Services \$500, less normal withholdings and payroll deductions, 20+ years continuous years of service at Providence Health & Services \$750, less normal withholdings and payroll deductions. Nurse must be employed as of date of ratification to be eligible for this bonus.

Providence Centralia Hospital

United Staff Nurses Union, Local 141