

AGREEMENT

By and Between

Providence Everett Medical Center

and

United Staff Nurses Union, Local 141

December 17, 2008 – October 30, 2011

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PRMCE-USNU, LOCAL 141 --- AGREEMENT

PREAMBLE

This Agreement is made and entered into by and between Providence Regional Medical Center Everett, hereinafter referred to as the “Employer” or “Hospital,” and United Staff Nurses Union, Local 141, chartered by the United Food & Commercial Workers International Union, AFL-CIO, hereinafter referred to as the “Union.” The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - UNION MATTERS

2.1 Membership.

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

2.1.2 Nurses who are not members of the Union at the execution of this Agreement may decline joining the Union by providing written notice of such intent to the Union

by certified mail. The notice shall be placed in the nurse's personnel file. In the event the nurse does not provide such notice, within thirty (30) calendar days after the execution of this Agreement, the nurse shall be required, as a condition of employment, to join the Union within sixty (60) days of the execution of this Agreement and to maintain membership in the Union for the duration of the Agreement. In the event a nurse chooses to join the Union, such membership shall be maintained for the duration of this Agreement.

2.1.3 Nurses hired after the execution of this Agreement shall be required as a condition of employment to join the Union within sixty (60) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided, however, this provision shall not apply to any nurse who declines joining the Union by providing written notice of such intent to the Union by certified mail with a copy to Human Resources, within thirty (30) calendar days of the nurses date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the nurse's personnel file.

2.1.4 The Hospital will notify nurses of membership requirements/options at time of hire, transfer or execution. Nurses who fail to maintain membership requirements as defined herein shall be discharged by the Employer within thirty (30) calendar days after receiving written notice from the Union.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the

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

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

2.4 Bargaining Unit Roster. Monthly, the Employer shall provide the Union with a list of names, employee ID numbers, addresses, hire dates, FTE, department and hourly rates of pay for those nurses covered by this Agreement. A list of all new hires, terminations, and a list

of nurses who have had a name change (identifying both their prior name and new name) shall be provided by the Employer on a monthly basis.

2.4.1 Fifteen (15) days following ratification, the hospital agrees to meet with the union at its request to facilitate the transitioning from the use of employee social security numbers to the use of employee ID number. The transition to the use of the employee ID numbers shall be completed within thirty (30) days of ratification.

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

The matters set forth herein shall not be subject to Arbitration.

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

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

ARTICLE 4 - UNION REPRESENTATION

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

4.2 Bargaining Unit Representatives. The Union shall select seven (7) 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 selections and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times and shall not interfere with the work of other staff.

4.2.1 New Hire Orientation. The Employer will provide the Union access to new hires during one of their New Hire Orientation Days for the purpose of introduction and

orientation to Local 141. The bargaining unit Chairperson will be notified of the orientation days each month. The bargaining unit representative will be allowed one-half (1/2) hour during the orientation session to introduce the Union contract to newly employed nurses. Such presentation will be on the representatives' non-paid times and may include the representative's lunch break time.

4.3 Bulletin Boards. With prior approval of the Human Resources office, the Union shall be permitted to post announcements and notifications of professional activities, signed by a designated Bargaining Unit Representative, in the space provided on bulletin boards designated by the Employer, on Colby, Pacific and Mill Creek Campuses. Educational materials relating to the clinical practice of nursing may be placed on designated bulletin boards on the nursing units after approval by the Employer. The Union agrees to limit the posting of Union materials to the designated bulletin boards. The issue of identifying the location of designated bulletin boards in the new PRMCE facilities shall be referred to the Conference Committee.

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

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

4.6 Negotiations. Nurses who are designated by the Union to serve on the Union's negotiating team will be allowed unpaid released time as may be consistent with patient-care

needs to attend negotiation sessions. The supervisor will make reasonable efforts to work with the nurse.

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

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

4.7 Union Leave. Consistent with patient-care requirements, elected officers and representatives of Local 141 will be allowed unpaid time off for Union business as necessary, provided the request is made prior to the final posting of the nurses' schedules.

ARTICLE 5 - DEFINITIONS

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

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

5.3 Regular Part-Time. A nurse, so classified on the Hospital's employment records, who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period. Unless otherwise provided for herein and subject to benefit plan eligibility requirements, a part-time nurse will be compensated in the same manner as a full-time nurse except that benefit accruals (PTO and EIB) shall be earned in proportion to the nurse's actual hours of work.

5.4 Per Diem (Supplemental Staffing) Nurses. A nurse, so classified on the Hospital's employment records, who is hired to work during any period when a temporarily augmented work force is required. Supplemental staffing nurses will be paid at the Staff Nurse rate of pay plus twelve percent (12%), in lieu of all fringe benefits except shift differential, weekend premium, callback and standby pay. Supplemental staffing nurses will be paid at time and one-half (1½) for all hours worked on a holiday. A supplemental staffing nurse shall be credited with past experience in determining the nurse's initial compensation. All supplemental staffing nurses will receive a copy of the Hospital's supplemental staffing policies. A full-time or part-time nurse who changes to supplemental staffing status shall retain and accrue seniority and rate of benefit accrual pending return to regular status. Any accrued paid time off shall be paid to the nurse at the time the nurse changes to supplemental staffing status. If a benefits-earning nurse elects supplemental staffing status, all eligible accrued extended illness hours will be banked. Upon return to benefits-earning status, all banked extended illness hours will be reinstated. Seniority shall not apply while on supplemental staffing status. Regular status nurses who change to supplemental staffing status and subsequently return to regular status without a break in employment shall have previous seniority and benefit accruals reinstated, including the time spent on supplemental staffing status, as long as the nurse returns to regular status within two (2) years. Per diem nurses will be paid in accord with the wage rates set forth in Article 9 plus the twelve percent (12%) differential.

5.5 Pay in Lieu of PTO and EIB. In lieu of paid time off (PTO) and extended illness bank (EIB), a nurse whose FTE is a .5 or above may elect a ten percent (10%) wage differential. This election must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer. Nurses will be advised of re-enrollment conditions prior to the

election of the ten percent (10%) wage differential. Any accrued PTO shall be paid to the nurse at the time the nurse elects the ten percent (10%) wage differential. All eligible accrued extended illness hours will be banked. Upon return to paid time off accrual status, all EIB hours will be reinstated.

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

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

5.7 Charge Nurse. A registered nurse who is assigned the responsibility for an organized unit for at least one (1) hour or more in duration. The definition of an "organized unit" shall be defined by the Employer. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignment.

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

need for preceptor assignment and the time required for precepting, if any. The Employer recognizes that, generally, an assignment as a preceptor is voluntary. Patient-care assignments will take into consideration the duties of precepting. It is understood that staff nurses, in the ordinary course of their responsibilities, will be expected to participate in the general process of assisting nurses requiring unit orientation. This would include the providing of informational assistance, support and guidance to new nurses. The Employer will provide training for the role and responsibilities of the preceptor.

5.9 Length of Service. For purposes of this Agreement and the method of computing PTO, seniority and other conditions of employment, except as otherwise provided for herein, a “month” shall be defined as 173.3 hours of work and a “year” shall be defined as 2,080 hours of work. Time paid for but not worked (excluding standby on-call pay) shall be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefits, not to exceed eighty (80) hours within any pay period.

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

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Nondiscrimination. The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable federal and state laws, against any employee by reason of race, color, religion, creed, sex, national origin, age, marital

status, sexual orientation, or sensory, mental or physical handicap, subject to occupational requirements and ability to perform within those requirements. The matters set forth herein shall be interpreted consistent with the requirements of the Employer under state and federal law.

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

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

6.4 Notice of Resignation. Nurses shall be required to give at least fourteen (14) calendar days’ written notice of intended resignation. Failure to give such notice shall result in

loss of accrued benefits. The Employer will give consideration to situations that would make such notice by a nurse impossible. This notification requirement shall not apply to a probationary nurse.

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

6.6 Evaluations. The Employer shall maintain a system for performance appraisal of nursing skills and clinical knowledge providing for written evaluation prior to or upon the completion of the probationary period and annually thereafter. The nurse shall acknowledge such evaluation by signing the document; however, such signature will imply neither agreement nor disagreement with the evaluation. The nurse may provide a written response to the evaluation, which shall be retained with the evaluation in the nurse's personnel file. A copy of the evaluation shall be made available to the nurse upon request within two (2) business days of meeting with the nurse.

6.7 Employee Action Forms. Employee action forms shall be used to specify conditions of hiring (including number of hours to be worked, rate of pay, unit and shift), termination, change of position or leave of absence are documented and available to the nurse through the HRIS system.

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

6.9 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 shall be responsible for providing and approving travel arrangements for the nurse to destination and return to the Hospital.

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

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

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

6.12 Staffing. The Hospital will determine staffing levels. The Employer recognizes the responsibility of nurses under the Nurse Practice Act and will promote working conditions that enable nurses to meet their responsibilities under the Act. Such commitment is in recognition of the mutual desire of the parties to maintain staffing consistent with quality patient care as well as relieve the additional burdens placed on staff by under staffing. Staffing and workload issues should be addressed promptly with the supervisor at the time of the occurrence. In the event nurses perceive staffing problems, they shall have the right to discuss such problems with their supervisor in a manner that does not interfere with or delay patient care. A nurse may also document the problem for review by the department manager. If the response is

unsatisfactory, the issue may be discussed by the Conference Committee. Staffing issues are not subject to the grievance and arbitration procedure, unless the staffing/patient care issue involves an alleged violation of other provisions of the Agreement. Nurses will not be counseled, disciplined and/or discriminated against for appropriately raising patient-care issues.

6.13 Floating Nurses can be temporarily assigned (floated) to any staff nurse position within the Hospital. Nurses who are required to float will have received orientation appropriate to the assignment. Nurses will be expected to perform all basic nursing functions. It shall be the responsibility of the nurse involved to inform the charge nurse/lead of the unit to which the nurse is floated of any task for which the nurse feels inadequately prepared. If necessary, the nurse shall contact the Administrative Supervisor and then the department manager.

Each floated nurse will receive orientation to the unit and will be assigned a resource person from the unit's permanent staff for clinical guidance as needed. Orientation will be appropriate to the assignment and will be dependent upon the nurse's previous experience and familiarity with the nursing unit and patients to which such nurse is assigned. Floating assignments will be made based on matching the skills of the nurse to her/his assigned unit/patients.

When a nurse is floated outside of the nurse's Skill Department, the nurse will not be expected to practice independently in the unit to which the nurse is floated, unless the nurse has completed Level I Competencies and orientation for that unit within the last twelve (12) months. After a nurse has been oriented to the unit, thereafter working on the unit within twelve (12) months of the current assignment shall qualify as orientation for purpose of this provision.

Nursing managers in consultation with staff nurses regularly assigned to the unit will develop unit specific orientation tools. The Employer will not assign float nurses as charge without mutual consent.

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

6.14 Float Pool/Resource Team. Nurses who work exclusively in the Float Pool/Resource Team shall be paid the float pool/resource team premiums based upon eligibility, minimum qualifications, competencies and the ability to work within assigned unit clusters as determined by the Employer. Those nurses meeting the criteria for Skill Level 1 shall receive a premium of \$3.00/hour; those meeting Skill Level 2 shall receive a premium of \$4.00/hour.

6.14.1 Effective the first full pay period following ratification, other nurses not assigned to the Resource Float Pool/Resources Team, shall receive a one dollar (\$1.00) per hour premium on occasions when they float outside their assigned work unit as defined in Exhibit B.

ARTICLE 7 - SENIORITY

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

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

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

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

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

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

7.3 Unit Layoff. If a unit layoff is still necessary, the employer shall give advanced notice per section 7.2 to the Union and the nurses who are subject to the layoff. Nurses will be designated for layoff on the shift in the unit affected by the reduction, with the least senior nurse(s) on the shift being designated for layoff, provided that, in the opinion of the Employer, skill, competence, performance as a professional, ability and experience to perform the work are considered equal. The nurse(s) designated for layoff on that shift may select a vacant position for which he/she is qualified or displace a less-senior nurse on either of the other shifts in his/her unit, provided that, in the opinion of the Employer, the nurse's skill, competence, performance as a professional, ability and experience are equal to that of the nurse being displaced. If there is no equally or less-qualified nurse with less seniority, the nurse(s) may displace the least senior nurse in the nurse's Skill Department in the position the Employer determines the nurse has the skill, competence, performance as a professional, ability and experience to perform which are equal to that of the nurse being displaced.

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

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

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

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

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

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

7.7 Skill Departments.

1. CCU, CSSU
2. NICU, PEDs,

3. FMC (Mother Baby, L&D, Lactation), MFM
4. OR/Colby, Pacific
5. Emergency Department, Pacific, Colby
6. 3A/B, 4A, 4B, 5A, 6A, 7A, 8A, CEU, ICRU, 2 North Med/Surg, Resource

Team, Cardiac Rehab

7. Behavioral Health
8. AM Admit, PACU, GI Lab, Pre Admit: Colby and Pacific, POH
9. IV Therapy
10. CVL/Interventional Radiology
11. Case Management/Discharge Planning
12. Radiation Oncology
13. Rehab

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

7.9 Recall. Subject to Article 7.9, a nurse who is laid off shall have recall rights to vacant positions in the unit or Skill Department from which the nurse was laid off for up to twelve (12) months following the nurse's layoff when, in the opinion of the Employer, the nurse is fully qualified to perform the work required. Working supplemental staffing while on recall shall not affect a nurse's status on the recall roster. A nurse who is recalled to the nurse's Skill Department to a position on the shift from which the nurse was laid off and with a comparable

FTE (within a .2 without loss of a benefited position) and who, for any reason, refuses the recall shall be dropped from the recall roster.

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

7.11 Job Posting. When there is a vacancy in a regular (FTE) position, it shall be posted for bid for five (5) days, at least one (1) day of which shall be a Saturday or Sunday, with Human Resources and available on the unit. Bids must be through the Human Resources application process. When nurses who are qualified for the position bid, the position will be awarded to the senior qualified candidate where the skills, ability, performance as a professional and experience are, in the opinion of the Employer, equal. Preference shall be in the following order, on the basis set forth for selection: (1) to full-time and part-time nurses on the unit who bid for the position, (2) nurses from the unit or Skill Department on layoff by recall under Section 7.8, (3) to other full-time and part-time nurses actively employed, (4) to all nurses on the general recall roster by bid, (5) nurses working supplemental staffing who are not on the recall roster. If there are no qualified bidders, the Employer may hire from the outside.

7.11.1 Rejected Internal Applicants. The Employer will interview all in-house applicants who meet the minimum qualifications for the job as listed in the job description who

have the seniority to be awarded the job. The Employer will notify all internal applicants in writing (which may be by email) within ten (10) days of filling the vacancy or within forty-five (45) days from the date the nurse submitted her/his application whichever occurs sooner. An employee who applies for a position and is not selected for an interview or is selected for an interview but is not hired for the position may contact the manager to discuss why the employee was not selected and what skills the employee needs to be a successful applicant in the future. The Employer is committed to upgrading, promoting and transferring employees where appropriate.

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

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

ARTICLE 8 - HOURS OF WORK AND OVERTIME

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

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

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

8.4 Overtime. Overtime at the rate of one and one half (1 1/2x times) the nurse's regular rate of pay will be paid as follows:

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

5. Per Diem\Supplemental staffing nurses will be paid the overtime schedule for nurses on a forty (40) hour work week and daily overtime based on a twelve (12) hour shift.

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

Except for emergency situations, all overtime must be properly authorized and approved in advance by the appropriate supervisor. "Appropriate supervisor" shall be defined as Administrative Supervisor, Manager, Unit Supervisor, Clinical Director or designee.

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

Time that is paid for but not worked will not count as time worked for the purpose of determining and computing overtime.

8.5 Work on Traditional Holidays. Any nurse who works on one of the "traditional" holidays (New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall be paid at the premium rate of one and one-half (1½) times the nurse's regular rate of pay.

8.5.1 Holiday Substitutes. Subject to staffing requirements, an employee may trade off any of the holidays in Section 8.5 for another recognized holiday that is more important to the employee's personal belief system, i.e., Yom Kippur, Easter, etc. by giving the Employer at least two (2) weeks prior notice to the work schedule posting in which the substitute falls.

8.6 Innovative Work Schedules. "Innovative work schedules" are defined as schedules that require some change, modification or waiver of the provisions of this Agreement.

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

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

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

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

8.8 Assignment of Low Census.

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

- a. Agency (guaranteed and not guaranteed)
- b. Travelers – one shift each month maximum

- c. Overtime/premium pay shifts
- d. Volunteers for low census
- e. Per diem (supplemental staffing) employees who are not on the schedule as of the time of posting
- f. Employees working extra shifts
- g. Per diem employees who are on the schedule at the time of posting
- h. Regularly scheduled employees in rotation

Rotation of low census is determined by:

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

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

The Low Census Index reflects the percent of time lost by the individual nurse to low census relative to the nurse's budgeted hours (FTE). Low census hours taken on a holiday, when premium pay is lost, will be calculated at 1.5 hours for each hour lost.

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

- a. Minimum twice annual (the last Sunday before March 30 and the last Sunday before September 30) Responsibility: Staffing Office
- b. When a unit or department is closed (permanently). Responsibility: Director/Manager or Designee
- c. When a change or restructure impacts more than fifty percent (50%) of the unit/department, the low census numbers for all units will be zeroed out.

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

8.8.3 Subject to Article 8.21, taking standby low census shall be voluntary.

8.8.4 The Employer will make a bona fide effort to notify nurses who are to be assigned low census one and one half (1½) hours prior to the start of shift. Nurses who do not

receive the hour and one half (1½) advance notice will be offered the opportunity to report for a minimum of four hours work of duties as covered under the RN job description.

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

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

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

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

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

8.11 Shifts.

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

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

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

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

8.13 Shift Rotation. Subject to Article 8.19, shift rotation shall be voluntary.

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

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

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

8.17 Weekends.

8.17.1 The Hospital will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. "Weekend" shall be defined as 10:30 p.m. Friday through 10:30 p.m. Sunday.

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

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

This shall not apply to:

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

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

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

Additional shifts which are available at the time of posting or after a schedule has started will first be offered to regular full-time and part-time nurses assigned to the Seniority

Department who have been low censused during the prior posted work schedule who can work the shift on a straight-time basis. If there are no such nurses, then to any nurse in the Seniority Department who can work the shift at straight time, starting with full-time and part-time nurses and then supplemental staffing nurses, with preference to those nurses on the recall roster who have requested supplemental staffing assignments. In each case, assignment shall be made on an equitable basis.

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

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

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

- If involuntary low census standby is implemented, the parties agree that low census will not be split within the shift.

- Nurses called in on involuntary low census standby will be paid in accordance with Article 9.6.3.

The notice requirement on shift rotation shall not be applied to prevent the Employer from meeting patient emergencies.

ARTICLE 9 - COMPENSATION

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

9.2 Market Competitiveness. Annually the rate of pay of nurses shall be adjusted by an annual determination of market competitiveness with a minimum of a 3% increase. Market competitiveness will be determined annually in September of each year based upon the market median. The hospitals in the survey are listed in Appendix C. The median will be determined for the measuring points of the Base, 5th, 10th, 15th and 20th year experience levels. The intermediate levels will be determined by dividing the difference between the measuring points by 5 and adding this to the preceding measuring point.

For example: If the difference between the 5th year and 10th year measuring point is \$4.50 per hour, 6th year will be 5th year plus \$.90, 7th year will be 6th year plus \$.90, etc.

In addition, the market median will be determined for the 22nd year, 25th year and 30th year levels.

The Median shall be the rate for each measuring point which is exactly in the middle of the agreed list of competitive hospitals. Where there is an even number of competitive hospitals, the median shall be the average of the two hospitals in the middle.

Wage rates of competitive hospitals which are known to be adjusted prior to March 31 of the following year shall be the rate used. Where the rate is open for negotiation prior to the following March 31, and not settled by the end of September, the hospital shall be dropped from the calculation for the year preceding.

The median rate of pay for the measuring points in each case will be rounded up to the nearest multiple of five (5) cents. Once the market median increase has been calculated, the market median increase for that year will be increased by 10%. For example, if the market median increase calculated as described above is 3.5%, the nurse will receive a total increase of 3.85% (3.5% plus (3.5% x .10)). If the market median increase is 4.0%, the nurse will receive a total increase of 4.4% (4% plus (4% x .10)).

Experience pay levels progress as shown in Appendix A. (Annually from base through 20 years, then again at 22 years, 25 years, 30 years and 35 years.) A new step 28 will be added at the midpoint between steps 25 and 30 effective the first payroll period following October 30, 2009. A new step 32 will be added at 2% above step 30 effective the first payroll period following October 30, 2010.

Changes in the wage schedule will be effective the first payroll period following October 30 of each year (2008, 2009 and 2010).

9.3 Internal Equity. Upon written request by an employee, the Employer will promptly investigate any inquiry relating to the employee's placement in the appropriate

experience level. The Employer shall respond as promptly as circumstances permit to such requests, in writing. If an error in placement is determined, an appropriate adjustment will be made retroactive to the first full pay period following the date the employee made the request. The employee will be placed in the correct experience level and will be credited in this experience level with the hours worked and date of placement in the incorrect experience level.

Nurses will use a Medical Center developed form to appeal their experience level placement.

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

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

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

\$2.75 per hour Second Shift

\$4.75 per hour Third Shift

Shift differential will be paid on overtime hours if the nurse works into a shift that would normally be paid overtime.

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

9.6.1 Nurses placed on low census standby status shall be compensated at the rate of four dollars (\$4.00) per hour. Standby duty shall not be counted as hours worked for purposes of computing overtime or fringe benefits. The Employer will provide paging devices to nurses on standby.

9.6.2 Low census standby pay pursuant to Section 9.5 of the contract will begin at the specified time the nurse has been placed on standby status, regardless of whether the nurse was working at that time. The nurse will receive standby pay for the full period for which he/she has been placed on standby but shall not receive standby pay for any hours actually worked during the standby period. Notwithstanding overriding patient safety, nurse seniority considerations or completion of shift work as assigned, a nurse on standby status shall be the first person to be offered available RN work which arises during the period of the standby status within the nurse's unit.

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

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

9.7.1 Nurses who are assigned a standby on call shift shall be compensated at the rate of four dollars (\$4.00) for each hour on call when not worked. If called in to work, the

nurse shall be compensated at the overtime rate of time and one-half (1 1/2) for all hours worked, with a minimum guarantee of three (3) hours' work each time the nurse is called in. Travel time to and from the Hospital shall not be considered time worked.

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

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

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

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

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

9.10 Charge Nurse Pay. Any nurse assigned as a charge nurse under the charge nurse job description shall receive a premium of two dollars (\$2.00) per hour for hours actually worked as charge, whether designated as charge, lead or "go to." Effective the first full payroll period

following 10/30/2009, the premium shall be increased to two dollars and twenty-five cents (\$2.25). Effective the first full payroll period following 10/30/2010, the premium shall be increased to two dollars and fifty cents (\$2.50).

9.11 Preceptor. After the first full pay period following ratification, any nurse assigned as a preceptor shall receive one dollar and twenty-five cents (\$1.25) per hour over the regular rate of pay for all hours so assigned. Effective 10/30/09, the premium shall be increased to one dollar and fifty cents (\$1.50).

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

9.13 Certification Pay/PRIDE Program. All nurses covered under this Agreement shall be eligible to participate in the Employer's PRIDE program of incentive compensation. The employee retains the responsibility for notifying the employer, within a timely manner, of each renewal of the certification in order to continue to receive the incentive. Certification pay for expired licenses will end the first full pay period following the expiration date if the renewal is not submitted. Certification pay will resume the first full pay period after the employer receives the updated/current certification.

Nurses holding a current certification in their assigned practice area will receive one dollar per hour (\$1.00) certification pay.

A list of approved certifications is attached as Exhibit A.

ARTICLE 10 - PAID TIME OFF/EXTENDED ILLNESS BANK

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

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

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

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

<u>PTO Credited Years of Service</u>	<u>PTO Plan Year Accrual</u>
Upon Hire	25 days (200 Hours)
Beginning with 4 th Year	33 Days (264 Hours)
Beginning with 6 th Year	34 Days (272 Hours)
Beginning with 8 th Year	35 Days (280 Hours)
Beginning with 10 th Year	36 Days (288 Hours)
Beginning with 12 th Year	38 Days (304 Hours)
Beginning with 13 th Year	40 Days (320 Hours)
<u>EIB Credited Years of Service</u>	<u>EIB Plan Year Accrual</u>
Upon Hire	6 Days (48 Hours)

10.3.1 Cash Out Plan. Employees who were hired after January 4, 1998 or who elected this plan will accrue based on the following schedule:

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

<u>PTO Credited Years of Service</u>	<u>PTO Plan Year Accrual</u>
Beginning with 12 th Year	32 Days (256 Hours)
Beginning with 13 th Year	34 Days (272 Hours)
<u>EIB Credited Years of Service</u>	<u>EIB Plan Year Accrual</u>
Upon Hire	6 Days (48 Hours)

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

10.4.1 In scheduling vacations, each nursing unit will establish guidelines that adhere to the following:

- a. A “window” or bidding period shall be set annually for bidding on vacations to be taken in the following year (e.g., a 1/1-1/15/2000 bidding period for 2/1/00-1/31/01 vacations). Subject to the supervisor limiting the number of employees who may be on vacation at any one time, employees shall be granted PTO by seniority if the employee requests PTO during the bidding period.
- b. Requests for PTO that are submitted after the bidding period shall be considered on a “first-come first-served” basis. PTO requests shall be submitted in writing and shall be responded to within fourteen (14) days after receipt of the request.
- c. Once approved by management, scheduled PTO may only be changed with the mutual written approval of the employee and management except in an emergency.
- d. The department/unit may designate prime time vacation periods and generally limit in cases of conflict vacation to two (2) weeks.
- e. Holiday work schedule rotation takes precedence over PTO scheduling.

PTO may be scheduled in increments of at least one day or less if used for low census hours; however, employees are encouraged to take PTO in weekly blocks.

EIB hours may be used for days off work due to illness or injury, after the employee has been off the shorter of two (2) work days scheduled or sixteen (16) hours. If an employee is hospitalized as an in-patient during an illness or injury, or has outpatient surgery requiring three (3) or more weeks of recovery before returning to work, EIB may be used from the first day of

absence. In the case of catastrophic illness, such as cancer, which requires follow-up treatment, EIB may be used to cover the treatment. In the event of an occupational injury, PTO and/or EIB (on the third consecutive work day) may be used at the employee's request, for lost work time not covered by Worker's Compensation Insurance. It can be integrated with Worker's Compensation to the extent available to continue normal earnings.

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

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

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

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

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

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

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

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

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

ARTICLE 11 - HEALTH & SAFETY

11.1 Insurance. Medical, dental and long-term disability insurance shall be available through the employer for all benefit eligible (.5-1.0 FTE) nurses effective the first of the month following the date of hire or from the effective date in a benefit eligible status. Premiums paid by the employer (based on core plan) will be based on benefit eligibility (.5-1.0 FTE).

RNs in assigned FTEs of .5-1.0 will receive benefits at no premium cost for the employee portion of the core plan. The Employer will provide RNs with benefit credits to cover fifty percent (50%) of the cost of dependent benefits for the core medical plan and twenty-five percent (25%) for the core dental plan. RNs will be responsible for the portions of dependent medical and dental premiums not paid by the Employer.

As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least thirty (30) days' advance notice before implementation of any change.

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

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

ARTICLE 12 - RETIREMENT PLAN

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

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Request for Leave . Any leave of absence must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time

requested. A written reply to grant or deny the request and stating the conditions of the leave of absence shall be given by the Employer within fourteen (14) days. All leaves of absence shall be without pay unless specifically provided for herein or agreed to by the Employer. The denial of a request for a personal leave of absence shall not be subject to grievance or arbitration.

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

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

employee. The term “comparable” is herein defined as the same shift, full-time or part-time status and Skill Department.

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

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

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

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

policies. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for a leave.

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

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

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

13.8 Return to Work. A nurse who indicates his/her availability to return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available comparable opening for which the nurse is qualified, subject to Article 7.10.

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

13.10 Jury Duty. Full-time and part-time nurses who are required to serve on jury duty shall be compensated by the Employer up to four (4) weeks of their normal straight-time rates of pay upon presentation of their summonses to their Department Managers. A nurse must notify his/her Department Manager as soon as possible so that arrangements can be made to cover the nurse's position during the intended absence. The nurse's timecard must indicate that the nurse is serving on jury or witness duty. The straight-time rate of pay, including any applicable shift

differential, will be given for the number of hours of the nurse's regular schedule for each scheduled work day missed, providing that the nurse submits proof of jury-duty service.

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

13.11 Bereavement Leave. Leave up to twenty-four (24) hours with pay will be allowed for death in a nurse's immediate family, to be taken within a fourteen (14) calendar day period unless a different period of time is mutually agreed to by the employer and nurse. Part-time nurses will be paid for those hours they were scheduled to work falling within this fourteen (14) day period. The Hospital will pay the nurse at the straight time rate of pay, including any applicable shift differential. Unpaid time off will be allowed for nurses who have elected pay in lieu of benefits. Supplemental staffing nurses and those nurses opting for pay in lieu of benefits are not eligible for paid bereavement leave. "Immediate family" shall be defined as grandparents, parents, spouse, brother, sister, child, stepchild or grandchild, mother-in-law, father-in-law, or significant other, provided the significant other has been preregistered with the Human Resources Department. The Department Manager may also approve additional time off as (a) leave without pay or (b) annual leave.

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

ARTICLE 14 - NO STRIKE/NO LOCKOUT

It is agreed that, during the term of this Agreement, (a) the Employer shall not lock out its nurses and (b) neither the nurses nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the

operations of the Employer, including any refusal to cross any other labor organization's picket line. Any nurse participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

ARTICLE 15 - COMMITTEES

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

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

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

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

15.4 Staffing Committee. A nurse staffing committee will be established and maintained in accordance with applicable law.

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

ARTICLE 16 - NURSING EDUCATION/LICENSE

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

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

Regularly Scheduled* to Work at Time Leave is Requested:	36-40 hours per week - 24 hours 24-35 hours per week - 16 hours 16-23 hours per week - 8 hours On-call, <16 hours - not eligible
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* So classified on the Hospital’s employment records.

All professional development leaves must be approved by the appropriate Department Manager and will be granted on the basis of minimizing replacement time. Professional development

leave will be on a January 1st-December 31st calendar-year basis. Any hours not taken by December 31st of each year will be lost and not carried over or accumulated to the next year.

16.2.1 The Employer will reimburse nurses for all approved expenses the nurses incur while attending educational offerings at the request of the Employer.

Each nurse is responsible for maintaining his/her current nursing license. Failure to have primary source verification on file with Washington state will result in suspension.

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

FTE	Dollars
.8-1.0	\$250.00
.6-.7	\$150.00
.3-.5	\$100.00
.1-.2	\$50.00

Any per diem nurse who has worked at least Five Hundred Seventy-Six (576) hours in the prior calendar year shall be eligible for Fifty Dollars (\$50) continuing education expense reimbursement the following calendar year.

16.3 Nurse Residency Program. The Nurse Residency Program is an educational program for nurses without current acute care experience or relevant experience in specialty areas. A resident nurse shall be assigned under the close and direct supervision of a designated

registered nurse(s) and shall have limited responsibilities as defined by the supervisor. Nurses participating in a residency program will be asked to sign a loan assurance agreement.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

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

17.2 Time Limits. Time limits set forth in the following steps may be extended only by mutual consent of the parties involved. A time limit which ends on a Saturday, a Sunday or a holiday designated in paragraph 8.5 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to Step 2 or Step 3, as the case may be, without any action necessary on the part of the nurse.

17.3 Procedure.

Step 1. Nurse and Manager. The nurse shall first attempt to resolve the problem immediately with the nurse’s immediate supervisor and in no event later than fourteen (14) calendar days from the date the nurse was or should have been aware that a grievance existed. The immediate supervisor shall be given seven (7) calendar days to respond to the grievance.

Step 2. Nurse, Bargaining Unit Grievance Officer and Department Director. If the matter is not resolved to the nurse’s satisfaction at Step 1, the nurse shall reduce the grievance to writing and shall present same to the Department Director within ten (10) calendar days of the immediate supervisor’s decision. The written grievance shall contain a description of

the problem, the specific section of the contract that allegedly has been breached, the date it occurred and the corrective action the grievance is requesting. A conference between the nurse (and the Bargaining Unit Grievance Officer and/or Union Representative, if requested by the nurse) and the Department Director and a Human Resource representative shall be held. The Department Director shall issue a written reply within ten (10) calendar days following receipt of the grievance.

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

Step 3. Nurse, Bargaining Unit Grievance Officer, USNU Staff Person and Administrative Director of Human Resources. If the matter is not resolved to the nurse's satisfaction at Step 2, the grievance shall be referred in writing to the Administrative Director of Human Resources (and/or designee) within seven (7) calendar days of the Department Director's decision. A conference between the nurse (the Bargaining Unit Grievance Officer and USNU Staff Person, if requested by the nurse) and the Administrative Director of Human Resources (or designee) shall be held. The Administrative Director of Human Resources (or designee) shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

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

Step 5. Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations, either party may submit the issue in writing to arbitration

within ten (10) calendar days following the written reply of the Administrative Director of Human Resources (and/or designee). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains, with the party requesting arbitration to strike the first name. The person whose name remains shall be the arbitrator. The parties will strive to have arbitrations scheduled within one year of the date of the letter moving the grievance to arbitration. The Arbitrator's decision shall be final and binding, subject to the limits of authority stated herein. The parties agree to use reasonable measures to protect the privacy of the parties and witnesses.

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

Each party shall bear one-half (1/2) of the fee of the Arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. All other expenses, including but not limited to legal fees, deposition costs, witness fees and any and every

other cost related to the presentation of a party's case in this or any other forum shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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

ARTICLE 18 - GENERAL PROVISIONS

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

18.2 Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly

waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement, whether or not such subject or matter may have been within the knowledge or contemplation of either or both of the parties. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 19 - DURATION

19.1 This Agreement shall be effective on the date of ratification and continue in effect until October 30, 2011, and from year to year thereafter unless either party gives to the other written notice to open this Agreement at least ninety (90) days prior to October 30, 2011, or any annual anniversary date thereafter.

This Agreement is executed by the parties on January ____, 2009.

PROVIDENCE REGIONAL MEDICAL CENTER
EVERETT

Dave Brooks
Chief Executive Officer

Kim Williams
Administrative Director of Clinical Operations

William S. Giezie
Administrative Director of Human Resources

Paula L. Lehmann
Attorney

UNITED STAFF NURSES UNION, LOCAL 141

RN/RNFA ADDENDUM

The following terms and conditions with regard to the RN/RNFA position have been agreed to by and between Providence Medical Center and United Staff Nurses Union, Local 141, UFCW.

1. The Staff RN/RNFA will work Monday through Friday and will be available for rotational call, weekends, holidays, and after shift as appropriate.
2. The RNFA shall be paid at his/her regular rate of pay plus (effective the first full pay period following ratification) a \$1.00 wage premium for all hours worked in the assignment of RNFA. The RNFA will not be eligible for the float premium.
3. Callback shall be paid at one and one-half (1 ½) times base rate with a minimum of three (3) hours as per 9.4 of the Employment Agreement.
4. Standby Pay will be consistent with 9.4 of the Employment Agreement.
5. Weekend rate will be paid as per 9.7 of the Employment Agreement.
6. The staff RN/RNFA will be viewed as staff RN in terms of contract or bargaining units. The staff RN/RNFA will be expected to complete the same educational requirements as the staff RN as well as keeping his/her CNOR requirements current. The RNFA will not lose any benefits upon becoming an RNFA.
7. Selection preference will be given to PRMCE employees.
8. Issues of concerns regarding RNFAs will be referred to the Conference Committee.

ADDENDUM

NINE (9) HOUR SHIFT SCHEDULE

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

1. Work Day. The nine (9) hour shift schedule shall provide for a nine (9) hour work day consisting of nine and one-half (9-1/2) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The nurse shall be allowed rest periods in accordance with Article 8.14.

2. Work Period; Overtime Pay. Overtime at the rate of one and one half (1 1/2x times) the nurse's regular rate of pay will be paid in accordance with Article 8.4 for nurses scheduled to nine (9) hour shifts. Double time (2 x) will be after twelve (12) consecutive hours worked.

3. Rest Between Shifts. Shall be applied pursuant to Article 8.9.

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

5. Charge Duty. Charge pay will be paid in accordance with Article 9.10 for hours actually worked as charge.

6. Sick Leave Notification. Nurses shall notify the Employer at least ninety (90) minutes for day shift and two (2) hours for evening/night shift in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

ADDENDUM

TEN (10) HOUR SHIFT SCHEDULE

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

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10-1/2) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The nurse shall be allowed rest periods in accordance with Article 8.14.

2. Work Period; Overtime Pay - Overtime at the rate of one and one half (1 1/2x times) the nurse's regular rate of pay will be paid in accordance with Article 8.4 for nurses scheduled to ten (10) hour shifts. Double time (2 x) will be paid after twelve (12) consecutive hours worked.

3. Rest Between Shifts. Shall be applied pursuant to article 8.9

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

5. Charge Duty. Charge pay will be paid in accordance with Article 9.10 for hours actually worked as charge.

6. Sick Leave Notification. Nurses shall notify the Employer at least ninety (90) minutes for day shift and two (2) hours for evening/night shift in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

ADDENDUM

TWELVE (12) HOUR SHIFT SCHEDULE

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

1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of either thirteen (13) consecutive hours with two (2) 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. Shift start times shall be determined by the Employer. The nurse shall be allowed rest periods in accordance with Article 8.14.

2. Work Period; Overtime Pay. Overtime at the rate of one and one half (1 1/2x) times the nurse's regular rate of pay will be paid in accordance with Article 8.4 for nurses scheduled twelve (12) hour shifts. Double time (2 x) will be paid after fourteen (14) consecutive hours worked.

3. Rest Between Shifts. Shall be applied pursuant to Article 8.9

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

5. Charge Duty. Charge pay will be paid in accordance with Article 9.10 for hours actually worked as charge.

6. Sick Leave Notification. Nurses shall notify the Employer at least ninety (90) minutes for day shift and two (2) hours for evening/night shift in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

LETTER OF UNDERSTANDING

This Letter of Understanding is by and between Providence Regional Medical Center Everett and United Staff Nurses Union, Local 141.

1. There will be a committee of up to six (6) members to consider and make recommendations to Administration on improved security for employees working between 6:00 p.m. and 7:00 a.m. The Union will appoint three (3) members. If additional participants outside of nursing are added, the number on the committee will be adjusted accordingly. The Administration will respond in writing to the committee within thirty (30) days of receipt of the recommendation.
2. The issues of reducing agency use, emergency PTO cash out and PTO/EIB will be referred to the Conference Committee for further discussions.
3. As soon as practicable, the Employer agrees it will gather information from area hospitals and from MSN to ascertain current practices as to travelers and low census and will report its findings to the Conference Committee.
4. Resident Nurse Loan Agreement. The parties agree to meet within 30 days of ratification to discuss any desired revision of the resident nurse loan agreement.

United Staff Nurses Union, Local 141

Providence Regional Medical Center Everett

APPENDIX A

PAY SCALE EFFECTIVE UPON RATIFICATION

CONTRACT STEP	PROVCONNECT STEP	Pay Scale
Base	1	\$ 25.03
1	2	\$ 26.12
2	3	\$ 27.20
3	4	\$ 28.29
4	5	\$ 29.37
5	6	\$ 30.46
6	7	\$ 31.56
7	8	\$ 32.66
8	9	\$ 33.77
9	10	\$ 34.87
10	11	\$ 35.98
11	12	\$ 36.57
12	13	\$ 37.17
13	14	\$ 37.77
14	15	\$ 38.37
15	16	\$ 38.97
16	17	\$ 39.57
17	18	\$ 40.16
18	19	\$ 40.76
19	20	\$ 41.35
20	21	\$ 41.95
21	22	\$ 41.95
22	23	\$ 42.78
23	24	\$ 42.78
24	25	\$ 42.78
25	26	\$ 44.46
26	27	\$ 44.46
27	28	\$ 44.46
28	29	\$ 44.46
29	30	\$ 44.46
30	31	\$ 45.65
31	32	\$ 45.65
32	33	\$ 45.65
33	34	\$ 45.65
34	35	\$ 45.65
35	36	\$ 46.65

APPENDIX B

The following areas of nursing experience will be credited with 1 year experience for 1 year direct RN experience at the time of hire:

Acute Care

Flight Nurses

Clinical Educators from a hospital or accredited nursing school

Surgery Center exp. if hired into the OR

Birthing Center esp. if hired into OB/L&D

Kidney Center exp. if hired into a Dialysis Unit

Psych exp. if hired into the Chem. Dep. Unit

A clinical manager who has documentation that she/he worked 25% or more of time clinically.

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

LTC

Home Care

Surg. Center unless hired into the OR

Birthing Center unless hired into OB/L&D

Kidney Center unless hired into Dialysis

Psych unless hired into Chem. Dep.

Urgent Care

Clinic

A Clinical manager worked less than 25% clinically while a manager

School Nurse

LPN where work experience is in an acute care environment

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

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

LPN working outside of acute care

QA/QI experience

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

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

APPENDIX C

PROVIDENCE EVERETT MEDICAL LIST OF SURVEY ORGANIZATIONS

STAFF NURSE POSITIONS

Northwest Hospital

Stevens Hospital

MultiCare

- **Tacoma General Hospital**
- **Mary Bridge Children's Hospital and Health Care**
- **Allenmore Hospital**

University of Washington Medical Center, Seattle

Harborview Medical Center, Seattle

Swedish Medical Center, Seattle

Virginia Mason Hospital, Seattle

St. Joseph Hospital, Bellingham

Children's Hospital and Regional Medical Center, Seattle

Valley Medical Center, Renton

Evergreen Healthcare, Kirkland

Overlake Hospital Medical Center, Bellevue

St. Joseph Medical Center, Tacoma

Exhibit A

Approved Certifications related to article 9.13 Certification Pay/PRIDE Program:

ANCC Recognized:

Cardiac/Vascular Nurse
Nursing Administration
Community/Public Health Nurse
Gerontological Nurse
Medical-Surgical Nurse
Nursing Professional Development
Pediatric Nurse
Perinatal Nurse
Psychiatric and Mental Health Nurse
Nursing Case Management
Ambulatory Care Nursing
Pain Management
Coronary Care Nurse

Other:

IV Therapy	ONC
Ortho	CCRN
PCCN	CEN
CNOR	CDE
CPAN	CGIN
IBCLC	

Rehab (unsure of actual certification designation)

Requests for amendments to the above list may be presented to the Conference Committee for consideration.

Exhibit B

WORK UNITS FOR ARTICLE 6.14.1 ARE DEFINED AS:

5th Floor
6th Floor
8th Floor
4th Floor
7th Floor
ED
ICRU
3rd Floor
2N Med/Surg
OR (Colby)
OR (Pacific)
PACU (Colby)
AM Admit (Colby)
AM Admit/PACU (Pacific)
CCU
Family Maternity Center
NICU
Cardiovascular Lab
Cardiac Evaluation Unit (CEU)
Interventional Radiology
Behavioral Health
Pediatrics
Rehab
Endoscopy
Maternal Fetal Medicine
IV Therapy
Wound Ostomy
Cardiac Rehab
Radiation Oncology