

**Collective Bargaining Agreement**

**between**

**UNITED STAFF NURSES UNION  
LOCAL 141 UFCW**

**and**

**PROVIDENCE ST. MARY MEDICAL CENTER**

**2010 – 2012**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE .....	1
1.1 Purpose.....	1
ARTICLE 2 – RECOGNITION.....	1
2.1 Recognition.....	1
ARTICLE 3 – MEMBERSHIP .....	1
3.1 Membership .....	1
3.2 Payroll Deduction .....	2
3.3 Rosters.....	2
3.4 Contract.....	2
3.5 Bulletin Board.....	2
3.6 Bargaining Unit Representative .....	2
3.7 Meeting Rooms.....	3
ARTICLE 4 – DEFINITIONS .....	3
4.1 Registered Nurse.....	3
4.2 Resident Nurse.....	3
4.3 Staff Nurse .....	3
4.4 Probationary Employees.....	3
4.5 Full-Time Nurses .....	4
4.6 Part-Time Nurses .....	4
4.7 On-Call Nurse.....	4
4.8 Professional Option Pool Nurses.....	5
4.9 Straight Pay.....	6
4.10 Regular Rate of Pay .....	6
4.11 Time Paid For But Not Worked .....	6
4.12 Premium Pay.....	6
4.13 Resident Nurse Preceptor .....	6
ARTICLE 5 – HOURS OF WORK AND OVERTIME.....	6
5.1 Work Day.....	6
5.2 Work Period.....	7
5.3 Innovative Work Schedules.....	7
5.4 Overtime .....	7
5.5 Overtime Authorization.....	7
5.6 Meal and Rest Periods .....	7
5.7 Weekends.....	8
5.8 Work Schedules.....	8
5.9 Travel .....	8
5.10 Additional Hours .....	8
5.11 Rest Between Shifts.....	9
5.12 Shift Rotation.....	9
ARTICLE 6 – EMPLOYMENT PRACTICES .....	9
6.1 Nondiscrimination .....	9
6.2 Discipline .....	9
6.3 Progressive Discipline .....	10

6.4	Evaluations.....	10
6.5	Personnel File .....	10
6.6	Meetings.....	10
6.7	Safety .....	10
ARTICLE 7 –	STAFF DEVELOPMENT .....	11
7.1	Education and Orientation .....	11
7.2	Education Planning.....	11
7.3	Paid Educational Leave .....	12
7.4	Educational Leave Agreements.....	13
7.5	Educational Program Repayment.....	13
7.6	Educational Program Expenses .....	13
7.7	Off Duty Programs .....	13
ARTICLE 8 –	JOB SECURITY .....	13
8.1	Seniority Defined.....	13
8.2	Low Census .....	14
8.3	Layoffs.....	16
8.4	Unit Restructure.....	16
8.5	Recall .....	17
8.6	Posting Positions.....	17
8.7	Status Changes.....	18
ARTICLE 9 –	PROFESSIONAL PRACTICE.....	18
9.1	Professional and Ethical Behavior.....	18
9.2	Floating .....	18
9.3	Orientation .....	18
9.4	Staffing.....	18
ARTICLE 10 –	COMPENSATION .....	18
10.1	Wages.....	18
10.2	Recognition of Experience .....	19
ARTICLE 11 –	PREMIUM PAY .....	20
11.1	Shift Differential .....	20
11.2	Standby and Call-back Pay.....	20
11.3	Consecutive Shifts .....	20
11.4	Temporary Assignment to a Higher Position.....	20
11.5	Work in Advance of Shift.....	20
11.6	BSN/Specialty Certification .....	21
11.7	Primary Resource Nurse or Charge Nurse .....	21
11.8	Unscheduled Shifts .....	21
11.9	Resident Nurse Preceptor .....	21
ARTICLE 12 –	PAID TIME OFF .....	21
12.1	General.....	21
12.2	Earning Schedule.....	21
12.3	Eligibility .....	22
12.4	Pay Practices.....	22
12.5	Work On a Holiday.....	22
12.6	PTO Scheduling.....	22

12.7	PTO Cash In .....	23
12.8	Payment Upon Termination .....	23
ARTICLE 13	– EXTENDED ILLNESS BENEFITS .....	23
13.1	General.....	23
13.2	Earning Schedule.....	23
13.3	Use of EIB .....	23
13.4	Proof of Illness and Notification .....	23
13.5	Pay Practices .....	24
13.6	EIB Cash In.....	24
ARTICLE 14	– HEALTH AND WELFARE .....	24
14.1	Medical Benefits.....	24
14.2	Benefit Eligibility .....	24
14.3	Maintenance of Benefits.....	24
ARTICLE 15	– LEAVES OF ABSENCE.....	25
15.1	Leave Requests .....	25
15.2	Maternity Disability Leave.....	25
15.3	Family and Medical Leave .....	25
15.4	Military Leave.....	26
15.5	Leave Without Pay .....	26
15.6	Jury Duty.....	26
15.7	Leave With Pay.....	26
15.8	Salary Step During Leave Without Pay .....	26
15.9	Bereavement Leave .....	26
15.10	Return From Leave.....	27
15.11	Extensions of Leave.....	27
ARTICLE 16	– COMMITTEES.....	27
16.1	Conference/Nursing Practice Committee.....	27
16.2	Nurse Staffing Committee.....	27
ARTICLE 17	– RETIREMENT.....	28
ARTICLE 18	– GRIEVANCE PROCEDURE.....	29
18.1	Grievance Defined.....	29
18.2	Step 1. Nurse and Department Director .....	29
18.3	Step 2. Nurse, Bargaining Unit Representative and Vice President .....	29
18.4	Step 3. Conference Committee.....	29
18.5	Step 4. President and USNU Representative .....	29
18.6	Step 5. Arbitration.....	29
ARTICLE 19	– MANAGEMENT RIGHTS .....	30
ARTICLE 20	– NO STRIKE, NO LOCKOUT .....	30
ARTICLE 21	– SEPARABILITY .....	31
ARTICLE 22	– TERM OF AGREEMENT.....	31
APPENDIX A	– MOU REGARDING FLEXIBLE SHIFTS .....	30
APPENDIX B	– MOU REGARDING SUPPLEMENTAL WEEKDAY BONUS PLAN .....	32

# COLLECTIVE BARGAINING AGREEMENT

By and Between

**PROVIDENCE ST. MARY MEDICAL CENTER  
(Walla Walla, Washington)**

and

**UNITED STAFF NURSES UNION LOCAL 141  
UNITED FOOD & COMMERCIAL WORKERS**

This Agreement is made and entered into by and between PROVIDENCE ST. MARY MEDICAL CENTER (hereinafter referred to as the “Medical Center,” “Hospital,” or the “Employer”), and the UNITED STAFF NURSES UNION, LOCAL 141, UNITED FOOD AND COMMERCIAL WORKERS (hereinafter referred to as the “Union” or the “USNU”).

## ARTICLE 1 – PURPOSE

**1.1 Purpose.** The purpose of this Agreement is to promote equitable employment relations and conditions between the registered nurses covered by this Agreement and the Medical Center, in order to meet the mutual objective of quality patient care, and to provide a procedure for the orderly settlement of any dispute and an orderly system of employer-employee relations.

## ARTICLE 2 – RECOGNITION

**2.1 Recognition.** The Medical Center recognizes the Union as the sole and exclusive bargaining representative for, and this Agreement shall cover, all registered nurses employed by the Medical Center as Resident Nurse, Staff Nurse, Charge Nurse, Professional Option Pool Nurse and On-call Nurse, excluding Directors and other supervisors and all other employees.

## ARTICLE 3 – MEMBERSHIP

**3.1 Membership.** All registered nurses working under this Agreement on its effective date who are then members of the Union and all registered nurses who voluntarily become members of the Union during their employment by the Employer must remain a member in good standing for the life of the Agreement. The requirement to remain a member in good standing will be satisfied by the payment of regular initiation fees and dues uniformly applied to other members of the Union for the class of membership appropriate to registered nurses in the bargaining unit. It will also be satisfied by paying that portion of dues that supports the Union’s collective bargaining activities (the Union’s “fair share” fee-for-service option), in which event membership privileges will be limited to participation in the local unit. A nurse who is a member of the Union may voluntarily withdraw from membership by giving written notice to the Union and the Hospital provided such notice is received by the Union and the Hospital within the final sixty (60) days of this Agreement. If such a nurse fails to give timely notice of withdrawal

from membership, the nurse must maintain membership during the term of the next contract term and only withdraw from membership by giving written notice within 60 days prior to expiration.

**3.2 Payroll Deduction.** During the term of this Agreement, the Medical Center shall deduct dues and/or fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Medical Center, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Employer in applying this section.

**3.3 Rosters.** The Medical Center will supply to the Union soon after the effective date of this Agreement and every three (3) months thereafter a seniority list of registered nurses in the bargaining unit. The list will include names, addresses, phone numbers, FTE, date of hire, Hospital ID #, shifts, units, and rates of pay of the nurses. The Employer will also provide the Union with a list of names and addresses of new hires and terminations with date of hire/termination on a monthly basis.

Nurses will keep the Medical Center informed of any changes in address or phone number. All nurses must make available to the Employer either a personal phone number or a message phone number at which they can be reached.

**3.4 Contract.** Newly hired registered nurses shall be given a written job description. Copies of this Agreement, supplied by the Union, will be available to currently employed nurses in Human Resources at the request of the nurse.

The Medical Center shall distribute a copy of this contract, provided by the Union to all newly hired nurses, within the first week of employment orientation. A USNU membership application, payroll deduction card, USNU information packet and approved cover letter will also be provided. The Medical Center will give the bargaining unit representative a list of names and addresses of all new registered nurses in the unit upon request.

**3.4.1** The Medical Center will provide the bargaining unit representative with the date(s) for General Orientation. The bargaining unit representative will be allowed to give notice to newly hired nurses of an opportunity to meet after completion of the General Orientation. A copy of this Notice will be provided, in advance, to Human Resources. The bargaining unit representative will make arrangements for a meeting room. This meeting will be used to introduce the Union and the contract to the newly hired nurses. Attendance at this voluntary meeting will be on unpaid time.

**3.5 Bulletin Board.** Two (2) bulletin boards in prominent but not public locations, as well as bulletin boards in each report room, will be designated by the Medical Center for the posting of Union announcements and activities.

**3.6 Bargaining Unit Representative.** The Union shall have the right to select a bargaining unit representative from among nurses in the unit. The bargaining unit representative may investigate circumstances of grievances under this Agreement within the Medical Center

during unpaid release time and contact other nurses during their off-duty hours pursuant to the investigation, unless the Medical Center requests that work time is to be used.

**3.7 Meeting Rooms.** The Union may be permitted to use designated premises of the Medical Center for meetings of the local unit, with or without Local Union staff present, provided sufficient advance request for meeting facilities is made and space is available, and provided further that such meeting facilities shall not be utilized by the Union to organize, directly or indirectly, Medical Center employees not in the bargaining unit and such facilities shall only be utilized for registered nurse activities.

## ARTICLE 4 – DEFINITIONS

**4.1 Registered Nurse.** One who is a graduate of an accredited School of Nursing and is currently and validly licensed to practice professional nursing in the State of Washington.

**4.2 Resident Nurse.** A resident nurse is a Registered Nurse whose clinical experience after graduation is less than six (6) months; or a Registered Nurse who is returning to practice in an acute care setting with a break in nursing practice of eighteen (18) months or more; or one who has never practiced nursing in an acute care hospital. Residency shall not exceed six (6) continuous months unless mutually agreed in writing by the nurse and the Director. Any period of extension shall not exceed nine (9) continuous months from date of hire. If the nurse does not become a staff nurse during the six (6) month residency period or extension, the nurse shall be terminated. A Resident Nurse shall be assigned as a team member under close supervision of more experienced nurses and shall be responsible for the direct care of limited numbers of patients. An experienced Registered Nurse returning to practice who has recently satisfactorily completed an approved nursing refresher course shall be reviewed for promotion to staff nurse within the probationary period.

A Resident Nurse who is required to function without close supervision and who is assigned the same level of responsibilities as a staff nurse shall be promoted to the position of staff nurse and compensated accordingly.

**4.3 Staff Nurse.** A staff nurse is a Registered Nurse employed by the Medical Center who is responsible for the direct and indirect total nursing care of the patient.

**4.4 Probationary Employees.** A nurse who has been hired by the Medical Center and who has been continually employed by the Medical Center for less than three (3) full months is a probationary employee. After this period of continuous employment, the nurse shall be considered a regular employee. If a nurse does not successfully complete the probationary period, the Medical Center may discharge the nurse, or the nurse and the Medical Center may mutually agree to one of the following options:

**4.4.1** Extend the probationary period for up to an additional three (3) months; or

**4.4.2** Grant the nurse regular status and place the nurse into a residency program for up to an additional three (3) months of orientation and training.

Nurses whose probationary period is extended or who are placed into a residency program shall be provided a written explanation of the deficiencies and corrective action necessary.

Benefits during an extended probationary period will continue to accrue but will not be available until regular status is achieved. Insurance will not be available until after the completion of the three (3) month probationary period. Probationary nurses do not have recourse to the grievance procedure and may be terminated without cause.

**4.5 Full-Time Nurses.** Nurses who are regularly scheduled to work seventy (70) hours within a fourteen (14) day work period.

**4.6 Part-Time Nurses.** Nurses who are regularly scheduled to work less than seventy (70) hours within a fourteen (14) day work period.

**4.6.1 (A)** Those nurses regularly scheduled to work at least forty (40) but less than seventy (70) hours per work period will receive benefits. Nurses working at least forty (40) but less than seventy (70) hours in a pay period may elect a fifteen percent (15%) wage differential in lieu of benefits (medical, dental, life, Paid Time Off (“PTO”), Extended Illness Benefits (“EIB”) and bereavement leave). Such election must occur within the first full pay period of employment or within the first full pay period of the signing of this Agreement, whichever is later, or annually each December to be effective in January. Thereafter, no change in fringe benefit compensation shall be granted during the term of this Agreement.

**4.6.1 (B)** Those nurses regularly scheduled less than forty (40) hours per work period shall receive a fifteen percent (15%) wage differential in lieu of all other benefits.

**4.6.2** Part-time nurses will have their FTE status stated in writing upon assuming the part-time position. Nurses will not be scheduled to work more than their FTE status without specific agreement.

**4.7 On-Call Nurse.** On-call nurses are not regularly scheduled and are used to temporarily augment the work force. On-call nurses may limit their availability to one (1) or more units.

On-call nurses shall be available to work a minimum of three (3) weekend shifts and three (3) other shifts per 6 week period. Shift length will depend upon the shift length needed in each unit (e.g., 8, 10, or 12). Shift flexibility (e.g., day, evening or night) may be individually negotiated with the Unit Director based on the needs of the unit at that time.

On-call nurses shall be available to work one (1) of the specified shifts (on a rotating basis) one of the following days each year: January 1 (any shift); Thanksgiving (any shift) December 24 (any shift); December 25 (any shift) December 31 (any shift). If on-call nurses voluntarily agree to trade their turn(s) in the rotation to work one of these specified shifts annually, such voluntary trade will count in the rotation, provided the on-call nurses involved give written documentation of their trade to and obtain written approval from their Unit Directors before the trade is effective.

On-call nurses are scheduled to work after available full-time and part-time nurses have been regularly scheduled. On-call nurses will receive a fifteen percent (15%) wage differential in lieu of all other benefits.

**4.7.1** Except as specifically provided, all terms and conditions of this Agreement shall apply. On-call nurses shall not accrue bargaining unit seniority. However, regular nurses changing to on-call status shall have their seniority and benefit levels banked until the nurse returns to regular status.

**4.7.2** On-call nurses shall not have access to the arbitration provisions provided for in this Agreement. An on-call nurse will be provided written notification if the Medical Center does not intend to use his/her services.

**4.7.3** If an on-call nurse occupies a position of two (2) or more shifts per week for three (3) months on the same unit (including float pool), such position will be posted in accordance with Article 8.5 of the Agreement. This does not apply if the on-call nurse is replacing a nurse scheduled to return.

**4.8 Professional Option Pool Nurses.** Professional option pool nurses (“POP nurses”) are primarily used to augment regularly scheduled full- and part-time nurses.

POP nurses shall be available to work on a pre-scheduled or as needed basis a minimum of eight (8) shifts per six (6) week period, of which three (3) of the eight (8) shifts must be weekends. Shift length will depend upon the shift length needed in each unit (e.g., 8, 10, or 12 hours). Shift flexibility (e.g., day, evening, or night) may be individually negotiated with the Unit Director based upon the needs of the unit at the time.

POP nurses shall be available to work on one of the specified shifts (on a rotating basis) one of the following days each year: January 1 (any shift); Thanksgiving Day (any shift); December 24 (any shift); December 25 (any shift); or December 31 (any shift). If POP nurses voluntarily agree to trade their turn(s) in the rotation to work one of these specified shifts annually, such voluntary trade will count in the rotation, provided the POP nurses involved give written documentation of their trade to and obtain written approval from their Unit Directors before the trade is effective.

POP nurses must have at least five (5) years acute care nursing experience. Effective at the beginning of the first full pay period beginning after the effective date of this Agreement, POP nurses meeting this minimum eligibility requirement shall receive Forty Dollars (\$40.00) an hour in lieu of all benefits. Effective at the beginning of the first full pay period beginning in 2009, this POP rate shall increase to Forty-four Dollars (\$44.00) an hour in lieu of all benefits.

POP nurses are not eligible to receive the premium in lieu of benefits paid to on-call nurses. POP nurses shall not be subject to the limits on involuntary low census hours contained in Section 8.2.

Except as otherwise specifically provided, all terms and conditions of this Agreement shall apply to POP nurses including but not limited to shift differential, charge nurse, standby and certification/BSN premiums.

