

**EMPLOYMENT AGREEMENT**

**by and between**

**PROVIDENCE ST. PETER HOSPITAL**

**and**

**UNITED STAFF NURSES UNION, LOCAL 141 UFCW**

**2010 - 2013**

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# **EMPLOYMENT AGREEMENT**

**by and between**

**PROVIDENCE ST. PETER HOSPITAL**

**and**

**UNITED STAFF NURSES UNION, LOCAL 141 UFCW**

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

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer, excluding supervisory, administrative/management positions and all other employees.

## **ARTICLE 2 - UNION MEMBERSHIP**

2.1 **Membership.** All regular status nurses who are members of the Union in good standing shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All newly employed regular status nurses shall become members of the Union upon completion of the probationary period, and shall as a condition of employment maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. Any nurse shall have the right to terminate membership at the expiration of this Agreement by giving written notice to the Union.

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

2.2 **Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment

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

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 checked off is a reasonable amount to cover the Employer's cost of administering this check off. Accordingly, the parties agree that the Employer will retain 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 Employee Roster. Upon the signing of this Agreement and each three (3) months thereafter, the Employer shall provide the Union with a list of names, addresses, employee numbers, job classification, date of hire, rate of pay, and FTE status of those nurses covered by this Agreement. The Employer will provide the Union with a list of names and addresses of new hires and terminations with date of hire/termination on a monthly basis.

### **ARTICLE 3 - UNION REPRESENTATION**

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same 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 or the normal operation of the hospital.

3.2 Bargaining Unit Representatives. The Union shall select four (4) nurses from the bargaining unit to function as Bargaining Unit Representatives. The bargaining unit

representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

3.3 Bulletin Board. The Union shall be permitted to post announcements and notifications of professional activities signed by a designated Bargaining Unit Representative in the space provided on bulletin boards designated by the Employer with prior approval of the Human Resources Department. The Union agrees to limit the posting of Union materials to the designated bulletin boards. The Union will be allowed to use a minimum of four bulletin boards (to be identified) in the Hospital.

3.4 Contract and Job Description. The Employer will give each newly hired nurse a copy of this Agreement and the Nurse's job description. The Union will provide copies of the Agreement to the Employer. Additional copies of this Agreement provided by the Union shall be available in the Human Resources Department.

3.5 New Hire Orientation. A delegate or designee/officer may meet with new employees following orientation to introduce employees to the Union and the Union contract. The meeting shall not exceed one-quarter (1/4) hour in duration, it shall be voluntary, and shall be on unpaid time for both the delegate/officer and the new employee. By the end of the week prior to each new employee orientation, the employer will make available to the Union a list of all bargaining unit employees then scheduled for orientation. This list shall include the date of orientation, name, FTE, job classification, start date, shift, department, unit and campus of each new bargaining unit employee attending the orientation.

#### **ARTICLE 4 - DEFINITIONS**

4.1 Resident Nurse. A registered nurse who is assigned to a residency program. A resident nurse shall be assigned under the close and direct supervision of a designated experienced registered nurse(s) and shall have limited responsibilities as defined by Staff Development. Residency shall not exceed six (6) continuous months, except in the OR where the program may be for up to twelve (12) months. The nurse's residency program shall be completed when the nurse meets the criteria established by nursing administration as evidenced by an evaluation at that time. The time period may be extended when mutually agreed upon in writing by the nurse and nursing administration. A resident nurse who is expected to function continuously without close and direct supervision, and who is given the same level of responsibilities as a general duty staff nurse shall be compensated as a general duty staff nurse. Nurses participating in a residency program may be asked to sign a loan assurance agreement.

4.2 Staff Nurse. A registered nurse who is responsible for the direct and/or indirect nursing care of the patient.

4.3 Nurse in Charge. A registered nurse who is assigned charge responsibilities for an organized unit. The definition of an organized unit shall be defined by the Employer. In the event a nurse is assigned Charge Nurse duties by Nursing Administration for less than a complete shift, the nurse shall receive Charge Nurse pay for the time worked as Charge. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

4.4 Intraoperative Specialty Resource Nurse. A nurse assigned by management at its discretion to oversee a specific clinical surgical service in addition to regular staff nurse duties. A resource nurse will receive a \$2.50/hour premium for all hours assigned as a resource nurse.

4.5 Full-Time Nurse. A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period or six twelve (12) hour shifts per pay period and who has successfully completed the required probationary period.

4.5.1 7/70 Staffing . A nurse regularly scheduled to work ten (10) hours per day on seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time nurse. Nurses scheduled to work the 7/70 schedule will be scheduled to work seventy (70) hours and will be paid for eighty (80) hours in lieu of receiving annual leave.

4.6 Part-Time Nurse. A nurse who is regularly scheduled to work less than forty hours per week or eighty (80) hours in a fourteen (14) day period or six twelve (12) hour shifts per pay period and who has successfully completed the required probationary period.

4.6.1 7/70 Staffing - Job Sharing . A nurse who works on a part-time basis, a 7/70 staffing schedule and receives additional pay on a pro rata basis in lieu of annual leave.

4.7 Per Diem Nurse. A nurse hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of any emergency or employee absenteeism. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity steps and shall be eligible for shift differentials, charge premium, standby pay premium, holiday premium pay, weekend premium pay, and floating premium pay. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement including callback pay with the exception of those per diem nurses in the departments with scheduled mandatory standby rotation.

Part time nurses picking up extra hours in units outside of their primary cost center are not per diem status nurses under this definition. (see 4.6)

4.7.1 Per Diem Seniority. The Employer shall maintain a separate seniority roster for per diem nurses. A per diem nurse's seniority shall be defined as her/his continuous length of service with the Employer from the most recent date of hire.

4.8 Probationary Nurse. A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of regular employment, the nurse shall be considered to have completed the probationary period unless specifically advised by the Employer of an extended probationary period not to exceed an additional sixty (60) days, the conditions of which shall be specified in writing. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. Full-time or part-time nurses who change to per diem status and then return to full-time or part-time status shall not be subject to a probationary period. Nurses subject to an extended probationary period may access accrued sick leave after ninety (90) days of employment.

4.9 Preceptor. A preceptor is defined as a nurse assigned to RN skills training on the unit, one to one. This training shall involve new skills and a new field, such as internship programs,

remedial training, and resident or modified resident training programs. Preceptor pay shall not be paid for unit orientation.

4.10 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 (8.1), shift differential when the nurse is scheduled to work a complete evening or night shift (9.1), charge nurse pay for nurses regularly designated as nurse in charge (9.7), preceptor pay (9.8), certification pay (9.11) and the wage premium in lieu of benefits for nurses selecting that optional method of compensation (8.6).

4.11 Seniority and Benefit Accrual. Paid time off (excluding standby pay) and low census time off shall be regarded as time worked for purposes of seniority, the computation of wages (longevity steps) and the accrual of benefits.

## **ARTICLE 5 - EMPLOYMENT PRACTICES**

5.1 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable laws regarding nondiscrimination in employment.

5.2 Notice of Termination. Nurses who have completed the required probationary period shall receive at least fourteen (14) days notice of termination or pay (prorated for part-time nurses) in lieu thereof including any earned and accrued annual leave. If a nurse is discharged for just cause, the nurse shall forfeit the advance notice requirements of this section and annual leave.

5.3 Notice of Resignation. Nurses who have completed the probationary period shall give thirty (30) days written notice of intended resignation where practicable, but in all cases shall be required to give at least fourteen (14) days written notice of resignation. Failure to give the required notice shall result in loss of any accrued annual leave. The fourteen (14) day notice requirement shall not include any annual leave time unless approved by supervision. If sick leave is requested by the nurse during this fourteen (14) day period the nurse shall be required to provide proof of illness in a manner satisfactory to the Employer as a condition of payment. At the Employer's sole discretion, consideration may be given to extenuating circumstances that make such notice requirements impossible.

5.4 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 progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse with notice to the Union within fourteen calendar days. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when 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.

5.4.1 If a verbal warning escalates to a written warning, and the Union first receives a copy of the verbal warning documentation at the written warning stage, the Union may grieve both the verbal and written warning together in accordance with the timelines applicable to the written warning a set forth in this Agreement.

5.5 Evaluations. The Employer shall maintain a performance evaluation program which should be considered as a step in bringing about and determining progress in personal and professional growth and development which results in quality patient care. Nurses shall normally receive a written evaluation prior to the end of the probationary period and annually thereafter. Nurses shall sign the evaluation to indicate that they have seen the document.

5.6 Personnel File. During the course of their employment, nurses shall have access to their personnel files under supervision in the Human Resources Department. Conditions of hiring, change in status, pay, shift or leave of absence will be documented and available to the nurse through the HRIS system. Nurses may receive copies of other materials in their personal file upon request. Nurses shall have the right to comment on disciplinary actions and performance evaluations in their personnel file.

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

5.8 Floating. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Volunteers will be sought first when floating is necessary. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the hospital will receive orientation appropriate to the assignment. Orientation may vary depending upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. Following contract execution, written documentation shall be maintained identifying to which units the nurse has been oriented and on which date the orientation occurred. A float nurse will not be assigned charge nurse responsibilities if the nurse would be incompetent to perform such function based upon lack of prior education or experience.

The Employer will endeavor to limit floating to areas within the Hospital's designated pods. Pods are clinically-related nursing units. In the event the Employer determines the need to change the pod designation, the union will be given thirty (30) days notice prior to implementation.

Floating within the Critical Care Services pod. The nurse shall have completed twenty four (24) hours of orientation prior to floating into the Critical Care unit unless the orientation is waived by the nurse (e.g. experience or prior orientation) and the waiver is approved by the appropriate manager. The nurse may request additional hours of orientation, subject to the approval of the appropriate manager(s). If the nurse has not floated into Critical Care in the last twelve (12) months, the nurse will be eligible for an additional twelve (12) hours of orientation at the nurse's request.

The Employer will attempt to limit multiple bumping of nurses in order to cover a staffing need on another unit.

Nurses who volunteer to float, when asked, outside of their designated pod, and who are able to take a patient assignment within the scope of their practice will be eligible for the float premium.

5.9 Payroll Checks. Payroll checks shall reflect the number of hours worked, rates of pay and accrual of annual leave and accrual of sick leave. This information will be made available electronically through ProvConnect Employee Self Service (ESS) effective 1/1/2011.

5.10 Job Openings. Subject to the conditions set forth below, job openings in the bargaining unit shall be filled in the following order:

- a. from other employees on the same nursing unit applying for the vacant position
- b. other applicants from the bargaining unit
- c. return from layoff from the recall roster (6.10)
- d. external candidates (applicants outside the bargaining unit).

Notice of regular job openings within the bargaining unit shall be posted for a period of at least seven (7) days and will be updated every Monday by the Employer. Transfers from one shift to another on the same unit shall be determined prior to bargaining unit-wide posting. There shall be a paper posting on the unit of open positions on the unit. Each job posting shall state summary job qualifications and duties to be performed. Positions posted as “variable” shall include a definition of the degree of variability (days and/or hours) on the job posting.

To be considered for a regular job opening, the nurse must submit an online application for each posted position. The application will be retained only so long as the position remains vacant. Prior to posting, the Employer shall determine whether to offer additional hours to existing positions (FTEs) on a unit (i.e. expand the hours of existing positions on the unit, by seniority) or to create a new position. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing the applicants’ skills, ability and experience are considered substantially equal in the opinion of the Employer.

In the event at least two (2) weeks’ advance written notice of intent to resign is not received by the Employer pursuant to Section 5.3 herein, the required posting period shall be waived in filling that position. If the Employer is unable to transfer a nurse to a vacant position pursuant to this section due to patient care considerations or departmental needs, the position may be filled on a temporary basis and the nurse will be advised as to when the transfer may be expected to occur in the future.

5.10.1 Transfer. If the nurse is hired for the position and this results in transferring to a new clinical grouping, the nurse shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended, subject to skill, competence and ability in the opinion of the Employer. During this performance review period, the Employer will notify the nurse in writing of any deficiencies in performance. If the nurse fails to meet standards of performance as determined by the Employer, the nurse shall be returned to the nurse’s prior position if that position continues to be vacant. If the position has been filled and the nurse has been unsuccessful in applying for other available positions within that performance review period, the nurse will be placed on the reinstatement roster (Art. 6.10 Recall) for a maximum of 12 months.

An internal applicant for a position in a unit where certification(s) (ACLS, PALS, NRP, TNCC or similar) is required, will be considered for a position despite a current lack of certification, provided the nurse obtains such certification within six months following the transfer.

5.10.2 Interim Position. Interim positions may be posted by the Employer for purposes such as providing temporary nursing operations coverage. Interim positions shall be for no longer than six months, except for longer coverage periods mutually agreed to by the Union and the Employer or as required by law. Assignments of full- or part-time nurses into Interim Positions on the same unit shall be determined prior to the hospital-wide posting of Interim Positions. Interim Positions shall be filled as provided for in section 5.10 above. Interim nurses will continue to accrue seniority while in Interim status.

The assignment of a full or part-time nurse to an interim position will be dependent on mutual agreement of the affected full- or part-time nurse(s) and their supervisor(s). While a benefit-eligible nurse works in an interim position, the nurse's continuing eligibility for and the Employer's contributions to employee benefits shall be determined by the nurse's interim FTE. The full-time or part-time nurse in the interim position will return to her/his previous position at the conclusion of the interim position, unless an earlier return of the nurse replaced or other unanticipated reasons end the interim position prematurely.

A nurse from outside the bargaining unit who accepts an Interim Position that involves bargaining unit work shall be classified as a "Temporary Nurse" and shall not be a regular status nurse. Temporary nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Temporary nurses whose status is changed to full-time or part-time shall be subject to the required probationary period. Upon completion of the probationary period, seniority shall begin as of the date the nurse changed to full-time or part-time status.

5.10.3 Temporary Nurses shall be paid at the per diem nurse rates of pay.

5.11 Safety. The parties to this Agreement recognize that nurses are entitled to a safe and secure working environment. The Hospital will take all necessary steps to maintain a safe and healthful workplace to be in compliance with all applicable laws and hospital policies applicable to the safety and health of its nurses. The nurses will comply with all health and safety policies and procedures of the Hospital. Nurses who perceive the existence of a health or safety issue should report their concerns to their Manager.

## **ARTICLE 6 - SENIORITY**

6.1 Definition. Seniority is defined as a full-time or part-time nurse's continuous length of service as a registered nurse (including time spent in the Hospital's Residency Program) with the Employer from most recent date of hire. A nurse's seniority date will be adjusted for any unpaid leaves of absence exceeding one hundred eighty (180) days in duration. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Regular status nurses who change to Per Diem status and subsequently return to regular status without a break in employment shall have previous seniority and benefit accruals reinstated excluding the time spent on Per Diem status.

## 6.2 Layoff, Unit Restructure, Unit Merger and Unit Closure.

6.2.1 Notice. The Union and the Nurses on a unit affected by a layoff, unit restructuring, unit merger or unit closure shall be given at least twenty-one (21) days advance notice by the Employer of the specific organizational change planned. Upon request by the Union, the parties will meet for the purpose of reviewing the reorganization plan.

6.2.2 Unit Layoff. A layoff is defined as a mandatory reduction in a nurse's FTE status or a permanent or prolonged reduction in the number of nurses employed by the Hospital. If a unit layoff is determined by the Employer to be necessary, the Employer will identify the position(s) to be eliminated on each shift in the unit. Prior to implementing the layoff, the Employer shall ask for volunteers first from the affected unit(s) by seniority. Every effort will be made to achieve the required layoff through the use of volunteers. Any nurse whose position has been designated for layoff may "bump" (displace) into the position of any less senior nurse on the unit providing the nurse is qualified to fill the position in the opinion of the Employer. The nurse displaced as a result of this bumping process may bump into the position of a less senior nurse on the unit until the process comes to a completion on the nursing unit. Any nurse subject to layoff as a result of this unit bumping process may, as an alternative to layoff, apply for another vacant position within the Hospital for which the nurse is qualified in the opinion of the Employer, or select a position from the Low Seniority Roster (Section 6.3).

6.2.3 Unit Restructure. In the event of a restructure (changes in shifts or FTEs of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the restructured unit. A listing of the FTEs for each shift on the restructured unit, including qualification requirements, shall be posted on the unit for at least seven (7) days. A listing of any available vacant position within the Hospital and the Low Seniority Roster (Section 6.3) will be posted on the unit for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the unit at that time. Seven (7) days prior to the first posting, a seniority list with FTE and shift will be posted. The seniority list shall indicate any eliminated or changed positions. Nurses may apply for any open position. On the eighth (8th) day of the first posting, positions will be filled by seniority subject to skill, competence and ability in the opinion of the Employer.

Any open positions that occur as a result of the first posting process shall be posted on the unit for forty-eight (48) hours. Nurses may apply for any open position. Following the second unit posting period of forty-eight (48) hours, positions will be filled by seniority subject to skill, competency and ability in the opinion of the Employer. This process will be repeated until all vacant positions on the unit are filled or there are no more applicants from the affected unit for the vacant positions.

A nurse displaced as a result of this job posting process may bump into the position of a less senior nurse on the unit, providing the nurse is qualified for the position in the opinion of the Employer. The nurse displaced as a result of this bumping process may bump into the position of a less senior nurse on the unit until the process comes to a completion on the nursing unit. Any nurse subject to layoff as a result of this unit bumping process may, as an alternative, apply for another vacant position within the Hospital for which the nurse is qualified in the opinion of the Employer, or select a position from the Low Seniority Roster (Section 6.3).

6.2.4 Unit Merger. In the event of a merger of two (2) or more units into a single unit the Employer will determine the number of full-time and part-time FTEs by shift required for the new unit. A listing of the FTEs for each shift on the new unit, including qualification requirements, shall be posted on the unit(s) for at least seven (7) days. A listing of any available vacant position within the Hospital and the Low Seniority Roster (Section 6.3) will be posted on the unit for at least seven (7) days. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last), including the option to select a position from the Low Seniority Roster (Section 6.3) if no new unit position is acceptable. Based upon these preference lists, the Employer will fill the positions on the new unit based upon seniority subject to skill, competence, ability in the opinion of the Employer. Nurses who are not selected to fill a position in the new unit, and nurses who have not found an acceptable position in the new unit, may select a position from the Low Seniority Roster (Section 6.3), providing the nurse is qualified for the position in the opinion of the Employer.

6.2.5 Unit Closure. If a unit is closed, a listing of any available vacant position within the Hospital and the Low Seniority Roster (Section 6.3) will be posted on the unit for at least seven (7) days. At the end of that seven (7) day period, nurses shall, in order of their seniority, be allowed to select a position from the list of any available vacant positions or a position from the Low Seniority Roster (Section 6.3), providing the nurse is qualified in the opinion of the Employer.

6.3 Low Seniority Roster. The Low Seniority Roster shall be a listing limited to those positions that represent twenty-five percent (25%) of the least senior full-time and part-time positions in the bargaining unit, provided however, no more than fifty percent (50%) of the core staffing on any unit and shift will be displaced as a result of the "bumping" process. Once fifty percent (50%) of the core staffing on a unit and shift have been bumped, all remaining positions (if any) on that unit and shift shall be removed from the Low Seniority Roster for the purposes of further "bumping" by more senior nurses.

The Low Seniority Roster shall include unit, employment status (FTE) and shift. If a nurse's prior position is not available on the nurse's unit or the nurse does not accept an alternate position on the unit as described above, then the nurse is eligible to select a position acceptable to the nurse from the Low Seniority Roster, provided the nurse is qualified for the position in the opinion of the Employer. The nurse shall begin the selection process by beginning at the bottom of the Low Seniority Roster and if that position is not acceptable, moving up the roster, but in no event may the nurse "bump" into a position of greater seniority than the nurse making the selection. To minimize the "bumping" effect, the nurse may identify a position for which the nurse would only be qualified by further training subject to the Employer's consent.

6.4 Transfer to New Clinical Grouping. Nurses transferring to a new clinical grouping shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. During this performance review period, the Employer will notify the nurse in writing of any deficiencies in performance. If the nurse fails to meet standards of performance as determined by the Employer, and the nurse's prior position has been filled, prior to being subject to layoff, the nurse will be eligible to apply for other available positions within thirty (30) days of notice.

6.5 Orientation. A nurse will be considered eligible for a position if the nurse can become oriented to the position and carry a normal patient load with eighty (80) hours of orientation. Due to a unit's special skill requirements, a nurse may be considered eligible for a position requiring an extended orientation period, subject to mutual agreement between the Union and the Employer.

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

6.7 Notice of Layoff. As a result of the implementation of Section 6.2, Fourteen (14) days advance notice of layoff (or pay in lieu thereof to the nurse) will be given to the Union and to the nurses ultimately subject to layoff.

6.8 Per Diem, Agency and Probationary Nurses. Subject to skill, competence and ability in a specific area and availability in the opinion of the Employer, per diem, temporary, agency and probationary nurses will not be pre-scheduled to work when regular nurses are subject to layoff unless the regular nurses are not qualified or are unavailable to work.

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

6.10 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from date of layoff. The Employer will notify the Union of any recall procedures prior to the recall. Nurses on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. When a vacancy occurs, nurses will be reinstated in the reverse order of the layoff, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. A nurse shall not accrue seniority while on layoff status. Upon reinstatement, the nurse shall begin to accrue seniority and other benefits and shall have previously accrued seniority and benefits restored (subject to any plan eligibility requirements). Nurses on layoff are eligible to transfer to per diem status without loss of recall rights to a regular full-time or part-time position.

6.11 Termination of Seniority. Seniority shall cease upon termination of employment; for example, discharge, resignation, retirement, failure to return to work on a timely basis from an approved leave of absence, refusal to accept a permanent job opening (same FTE status and shift) offered by the Employer while on layoff status, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures established by the Human Resources Department and applicable to all nurses. Failure to comply with the notification and reporting requirements contained herein shall result in termination.

6.12 Seniority Roster. A seniority roster will be available in the Human Resources Department at least fourteen (14) days in advance of a layoff.

6.13 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census (Hospital Convenience Day), the Employer will first release any Agency (non-contract) nurse, nurses on incentive shifts and nurses on unscheduled overtime and then ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list.

In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among nurses assigned to each department/unit (or functional area) by shift, subject to skill, competence, ability and availability as determined by the Employer. Nurses who are subject to low census may use accrued annual leave time and such time off will count in the low census rotation. The Employer will attempt to make floating opportunities available to nurses subject to low census. Subject to patient care considerations, low census will occur in reverse order of signing up for the schedule (Art. 7.8) as indicated below:

1. Per diem nurses from another department/unit
2. Part time nurses from another department/unit
3. Per diem nurses in the department/unit
4. Nurses in the department/unit signed up for extra shifts
5. Contract and traveler nurses.
6. Regular full time and part time nurses assigned to the department/unit

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

7.1 Work Day. The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours.

7.1.1 7/70 Staffing. The normal work day shall consist of ten (10) hours work to be completed within ten and one-half (10-1/2) consecutive hours.

7.2 Work Period. The normal work period shall consist of forty (40) hours of work within a regular recurring seven (7) day period or eighty (80) hours of work within a regular recurring fourteen (14) day period. Hours of work are as defined herein and by applicable law and regulation.

7.2.1 7/70 Staffing. The normal work period shall consist of seventy (70) consecutive hours of work within a seven (7) day period followed by seven (7) consecutive days off duty.

7.3 Innovative Work Schedules. Innovative schedules are defined as schedules that require some change, modification or waiver of the provisions of this Employment 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. Where innovative schedules are utilized by the Employer (including those innovative schedules 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 thirty (30) days advance notice to the nurse.

7.4 Overtime. When a nurse works four (4) or more consecutive hours of overtime beyond the normal workday, the first four (4) hours shall be paid at time and one-half (1-1/2) the nurse's regular rate of pay and remaining hours at double time. Overtime shall be considered in effect if eight (8) minutes or more are worked after the end of a scheduled shift of at least eight (8) hours or more in duration. Thereafter, overtime shall be paid to the nearest quarter hour. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the shift. Time paid for but not worked shall not count as time worked for the purpose of computing overtime pay. The Employer and the Union concur that overtime should be discouraged. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1-1/2) or double time (2x). When a nurse is eligible for both time and one-half (1-1/2x) or double time (2x) pay, the nurse shall receive the highest of the two pay rates.

7.4.1 7/70 Staffing. Nurses working the 7/70 schedule who are called in to work on their scheduled week off shall be compensated at one and one-half (1-1/2) times their regular rate of pay, unless by mutual agreement another compensatory day off can be arranged.

7.5 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. The application of this section shall be consistent with state law.

7.6 Weekends Off. Except in emergency situations, all full-time and part-time nurses shall be scheduled off at least every other weekend. Additional weekend work or an alternate weekend schedule will be scheduled only where mutually agreeable and necessary for the proper administration of the nursing unit. In the event a nurse is required to work on two (2) successive weekends, all time worked on the scheduled weekend off shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. This section shall not apply to per diem nurses, to full-time or part-time nurses who voluntarily agree to more frequent weekend work or to nurses who trade weekends for their own convenience.

7.7 Time Off Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1-1/2). This section shall not apply to standby and callback assignments which are paid pursuant to Sections 9.2 and 9.3.

7.8 Work Schedules. It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Employer retains

the right to adjust work schedules to maintain an efficient and orderly operation. FTE nurses will have preference in the monthly schedule subject to skill mix, competency and ability as determined in the discretion of the Employer. Monthly work schedules for FTE nurses will initially be posted by the tenth (10th) day of the prior month on the nursing unit. During the next five (5) days, part-time nurses from the unit may sign up for extra (non-overtime) shifts. After the fifteenth (15th) of the month, per diem nurses will be assigned to vacant positions on the schedule, after which part time nurses from other units may sign up for extra (non-overtime) shifts, subject to skill, competence and ability in the opinion of the Employer. Once per diem nurses and part time nurses from other units have been slotted onto the schedule, regular staff will not have preference for those scheduled hours. Reasonable efforts will be made to notify employee(s) of any schedule change

Revised schedules will be available on the twenty-first (21st) of the month. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent.

### **ARTICLE 8 - COMPENSATION**

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

	Year 1 3-1-2010	Year 2 3-1-2011	Year 3 3-1-2012
Contract Step			
Base	\$ 26.13	\$ 26.78	\$ 27.45
Step 1	\$ 27.24	\$ 27.93	\$ 28.62
Step 2	\$ 28.31	\$ 29.02	\$ 29.74
Step 3	\$ 29.41	\$ 30.14	\$ 30.90
Step 4	\$ 30.55	\$ 31.31	\$ 32.09
Step 5	\$ 31.55	\$ 32.34	\$ 33.15
Step 6	\$ 32.71	\$ 33.53	\$ 34.36
Step 7	\$ 33.78	\$ 34.63	\$ 35.49
Step 8	\$ 34.92	\$ 35.79	\$ 36.69
Step 9	\$ 36.00	\$ 36.90	\$ 37.82
Step 10	\$ 37.38	\$ 38.32	\$ 39.27
Step 11	\$ 37.38	\$ 38.32	\$ 39.27
Step 12	\$ 38.64	\$ 39.61	\$ 40.60
Step 13	\$ 38.64	\$ 39.61	\$ 40.60
Step 14	\$ 39.63	\$ 40.62	\$ 41.63
Step 15	\$ 39.63	\$ 40.62	\$ 41.63
Step 16	\$ 40.74	\$ 41.76	\$ 42.81
Step 17	\$ 40.74	\$ 41.76	\$ 42.81
Step 18	\$ 41.58	\$ 42.62	\$ 43.69
Step 19	\$ 41.58	\$ 42.62	\$ 43.69
Step 20	\$ 43.49	\$ 44.58	\$ 45.69
Step 21	\$ 43.49	\$ 44.58	\$ 45.69

Step 22	\$ 44.53	\$ 45.64	\$ 46.78
Step 23	\$ 44.53	\$ 45.64	\$ 46.78
Step 24	\$ 45.05	\$ 46.17	\$ 47.33
Step 25	\$ 45.05	\$ 46.17	\$ 47.33
Step 26	\$ 46.11	\$ 47.27	\$ 48.45
Step 27	\$ 46.11	\$ 47.27	\$ 48.45
Step 28	\$ 46.66	\$ 47.82	\$ 49.02
Step 29	\$ 46.66	\$ 47.82	\$ 49.02
Step 30	\$ 47.83	\$ 49.02	\$ 50.25
Step 31	\$ 47.83	\$ 49.02	\$ 50.25
Step 32	\$ 49.03	\$ 50.25	\$ 51.51
Step 33	--	\$ 50.25	\$ 51.51
Step 34	--	\$ 51.26	\$ 52.54

8.2 Compensation Increases. All increases in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date designated.

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

Corrections to a nurse's placement on the wage scale (Section 8.1) shall not affect the nurse's entitlement to their next longevity step as a result of the nurse working continuously for twelve (12) calendar months since their last longevity step increase, except where the adjustment is due to general/policy adjustments or due to the fault of the nurse. In such cases, the nurse's longevity credit shall start over from the date of the change.

Effective April 1 and going forward, where there is more than one year between steps, nurses will advance to the next step based upon their actual years of experience at the time of placement on the step rounded to the nearest whole year and not limited to the time between their assigned step and the next step. For example, a nurse who is hired or placed at Step 10 and who, at that time has 10.7 years of continuous nursing experience will advance to Step 12 in one (1) year.

8.4 Recognition for Past Experience. All nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale. For purposes of this section, continuous recent experience shall be defined as RN nursing experience without a break in experience which would reduce the level of nursing skills in the opinion of Nursing Administration.

8.5 Cafeteria Discount. The Employer will provide a cafeteria discount for its employees which extends to all satellite areas within the campus.

8.6 Wage Premium in Lieu of Benefits for Part-Time Nurses. In lieu of annual leave and sick leave, a part-time nurse may elect a ten percent (10%) wage differential. This election may only occur within the first ten (10) days of employment, change in job status (full-time to part-time, or vice versa), once each year in December, or within ten (10) days of the signing of

this Agreement. Part-time nurses who elect the wage premium in lieu of annual and sick leave are eligible for Personal Leave Without Pay under Section 13.6.

8.7 Telephone Standby. Authorized telephone time during standby status will be paid at the employee's regular rate of pay or overtime rate for hours in excess of the nurse's regular work day or full time work week in the following manner:

In the aggregate, per assigned standby:

1 minute to 60 minutes equals 1 hour pay;

61 minutes to 120 minutes equals 2 hours pay;

121 minutes to 180 minutes equals 3 hours pay.

## **ARTICLE 9 - PREMIUM PAY**

9.1 Shift Differential. Nurses assigned to work the evening shift (3-11 p.m.) shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour.

Nurses assigned to work the night shift (11-7 a.m.) shall be paid a shift differential of four dollars and twenty-five cents (\$4.25) per hour.

Nurses shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.

9.1.1 7/70 Staffing. Nurses working a 7/70 schedule will be paid shift differential for those hours worked where the majority of hours coincide with hours normally defied as evening and night shifts.

9.2 Standby Pay. Nurses placed on standby status shall be compensated at the rate of four dollars (\$4.00) per hour. Nurses on standby shall have priority to be called in to work after nurses on the schedule. Nurses shall have access to signal devices. Mandatory standby will only be used in those units where emergent care of patients occurs after a unit's normal operating hours. Prior to implementation of mandatory standby in non-emergent situations in any other unit, the Hospital will negotiate with the union (including use, conditions, pay, etc.) If the parties do not reach agreement, they agree that the use of mandatory standby in non-emergent situations in any other unit will be submitted to FMCS for mediation. If the matter is not resolved, it will be submitted to binding arbitration. The obligations set forth herein shall not survive the expiration of the Agreement unless the parties mutually agree otherwise.

9.2.1 Low Census Standby. Nurses who volunteer for standby due to a low census (hospital convenience) day shall receive standby pay for the hours assigned to standby status. If the nurse is called to report to work the nurse shall be paid at the regular rate of pay for a minimum of three (3) hours.

9.3 Call In Pay. Nurses who volunteer and are scheduled for standby shall receive standby pay for the hours on standby status. If the nurse is called to report to work, the nurse shall be paid at time and one-half (1-1/2) for a minimum of three (3) hours.

9.4 Callback Pay. When a nurse is called back to work after completion of the nurse's regular work day, the first four (4) hours shall be paid at time and one-half (1-1/2) the nurse's regular rate of pay, and the remaining hours at double time. Callback pay shall be paid in addition to any standby pay. When called back, the nurse shall receive time and one-half (1-1/2) for a minimum of three (3) hours.

9.5 Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars and twenty-five cents (\$3.25) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for paying overtime calculations. For premium pay purposes, the weekend shall be defined as a forty-eight (48) hour period beginning on or after 9:30 p.m. Friday and ending on or before 11:00 p.m. Sunday.

9.6 Work in Advance of Shift. When a nurse agrees to report for work in advance of the scheduled shift and continues to work during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the straight time rate of pay.

9.7 Charge Duty. Any nurse who is assigned "charge" duties shall be paid a premium rate of two dollars and seventy five cents (\$2.75) per hour.

9.7.1 7/70 Staffing. Charge nurses working the 7/70 schedule will be paid charge nurse pay for all hours assigned as charge by the Employer.

9.8 Preceptor Premium. A nurse assigned preceptor duties will be paid an additional two dollars (\$2.00) per hour.

9.9 Float Premium. Nurses who agree to work in another unit outside of their assigned pod shall receive a premium of \$2.00 for every hour work in the assignment.

9.10 Report Pay. Nurses who report for work on a regularly scheduled shift and are sent home due to a low patient census (including low surgery schedule) shall be paid for four (4) hours' work at the regular rate of pay. This provision shall also apply if the nurse is not notified at least one (1) hour before the beginning of the shift to stay home. Where the Employer has left a message on the nurse's telephone answering machine at least one (1) hour prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and the Report Pay provisions of this Section shall not apply. The Staffing office shall maintain documentation of such notice and the telephone number that was used. Where the Employer attempts to reach a nurse and there is no response and the nurse reports for work the nurse shall be notified that he/she will move to the top of the HC (hospital convenience) roster for the following day if another nurse has been required to take the HC time out of turn. It is the responsibility of the nurse at the top of the HC roster to contact the Hospital prior to reporting for work if the nurse will not be available to receive notice by telephone at the usual location. If a nurse were to report to work without contacting the Employer in advance, upon reporting to work, the nurse would be low censused without report pay.

9.11 Certification Premium. Effective the beginning of the first pay period after a nurse presents to Human Resources written evidence of certification by the ANCC or a specialty nurse organization, such a nurse who regularly works in his or her area of certification shall be paid a premium of one dollar (\$1.00) per hour. A nurse with multiple certifications shall only be eligible to receive one certification premium.

## **ARTICLE 10 - ANNUAL LEAVE**

10.1 Accrual. Nurses will receive annual leave based on the following schedule. Part-time nurses receive annual leave hours on a prorated basis:

Years of Continuous Employment	Annual Leave (Assuming 1.0 FTE)	Accrual Rate Per Hour	Accrual Rate at 1.0 FTE Per Pay Period
0 thru end of 4 yrs	152 hrs (19 days per year)	.073077	5.85 hours
5 thru end of 10 yrs	192 hrs (24 days per year)	.092308	7.38 hours
11 thru end of 14 yrs	232 hrs (29 days per year)	.111538	8.92 hours
15 + years	248 hrs (31 days per year)	.119231	9.54 hours

To determine accrual rate per pay period for FTE less than 1.0 FTE, multiply rate x FTE.

Example: 5.85 x 0.5 FTE = 2.925 per pay period.

A nurse is not eligible for annual leave in the same pay period in which it is accrued. Annual leave may be taken in the pay period following the pay period in which it was earned.

Nurses accrue annual leave based on all paid hours (except standby) and benefit earning hours (excused absence or hospital convenience days) not to exceed 2080 hours within a twelve (12) month period based on an employee's anniversary date of employment.

10.1.1 7/70 Staffing Schedule. Nurses working the 7/70 staffing schedule shall not be eligible for annual leave benefits.

10.2 Scheduling. Annual leave shall begin accruing the first day of employment. During the probationary period, a nurse is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the probationary period, a nurse shall be eligible to take any annual leave which has accrued. Annual leave shall only be used when requested by the nurse. All annual leave is paid time and must be scheduled in advance in accordance with department policies and be approved by supervision. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the hospital. Patient care needs will take precedence over individual requests. Generally annual leave may not be taken in increments of less than the nurse's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. Nurses' requests for annual leave will be responded to within thirty (30) days of submitting the request. If nurses split their annual leave for vacation purposes, only the first request may be taken by seniority during the summer months of June, July, August and September. Nurses will not be required to find their own replacement for annual leave requests made prior to the posting of the schedule.

Each department will have guidelines for vacation requests. The following are general guidelines:

1. Vacation requests must be submitted no later than the fifth of the month prior to the month in which the vacation is requested. Requests may be submitted up to three months prior to the month requested or the department-specified maximum, whichever is greater.
2. Vacation requests for leave three months in advance (or more in designated departments) can be submitted no earlier than the first of the month, and approved no earlier than the 10th of that same month. For requests received between the 1st and the 10th, seniority will be the determining factor in leave approval.
3. All other requests will be approved in the order received. If two or more nurses ask for annual leave for the same time and the same shift, prior to approval, seniority will prevail.
4. Departments will define the maximum number of approved leaves at any point in time.
5. Normally a maximum of two consecutive weeks will be authorized during prime time.

Special circumstances may be considered by management in approving vacations outside of these aforementioned guidelines. These requests will be posted on the unit two weeks prior to approval.

10.2.1 17/70 Staffing Schedule. Nurses working the 7/70 staffing schedule shall be eligible for seven (7) days of unpaid leave per year.

10.3 Cash Out. Annual leave accumulated in the course of one year must be used before completing a subsequent year of employment. In the event annual leave is not used on a timely basis, all annual leave accrued in excess of the most recent year's accrual shall be cashed out following the nurse's employment anniversary date.

10.4 Work on Holidays. Nurses who work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of time and one-half (1½) their regular rate of pay for all hours worked on the holiday. The Employer shall alternate holiday work to the extent possible. Calendar dates to be observed as holidays shall be specified by the Employer. Nurses assigned to work on a recognized holiday may also request an annual leave day on that date.

10.4.1 Night Shift. Night nurses are to receive holiday pay for the shift where the majority of the hours worked are on the holiday.

10.4.2 7/70 Staffing Schedule. Nurses working the 7/70 staffing schedule shall be eligible for holiday pay pursuant to Section 10.4.

10.5 Payment Upon Termination. After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those nurses who are discharged for cause. Acknowledging emergencies do develop that prevent full compliance with the notice provisions of this section, as a result of circumstances beyond a nurse's control, payment of accrued unused annual leave will be decided on the facts and circumstances of the individual case.

10.6 Pay Rate. Annual leave pay shall be paid at the nurse's regular rate of pay.

## **ARTICLE 11 - SICK LEAVE**

11.1 Accrual. Regular full time and part time status nurses shall accrue at the rate of 0.0462 hours up to 96 hours of paid sick leave per year. Accrual is based on all paid and benefit earning hours, excused absence or hospital convenience hours, excluding standby pay, not to exceed 2080 hours within a twelve (12) month period based on an employee's anniversary date of employment. Sick leave shall accumulate to a maximum of seven hundred twenty (720) hours.

11.2 Compensation. Upon completion of the probationary period, sick leave shall be paid at the nurse's regular rate of pay for any illness or injury which incapacitates the nurse from performing normal duties and for disability related to pregnancy and childbirth. Sick leave may be used for illness or injury of a dependent child. The Employer reserves the right to require reasonable proof of illness as a condition to paying sick leave. Abuse of sick leave shall be grounds for discipline up to and including discharge. Where appropriate, the Employee Health Nurse may be asked to review the situation and provide consultation, guidance or suggestions.

11.2.1 7/70 Staffing. Nurses working a 7/70 schedule will be paid up to ten (10) hours of sick leave per day.

11.3 Notification. Nurses shall notify the Employer at least one and one-half (1 ½) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

11.4 Sick Leave Cashout. If, on the anniversary date of hire, a nurse's sick leave balance exceeds seven hundred twenty (720) hours, the nurse shall be cashed out down to the seven hundred twenty (720) hour maximum accrual. The hours in excess of seven hundred twenty (720) hours shall be cashed out at twenty percent (20%) of the nurse's regular rate of pay.

11.5 Retirement. Twenty-five percent (25%) cashout of balance of accumulated unused sick leave after application of the following applicable deductibles is to be received at time of vested normal retirement or at retirement having met the Rule of 85:

After 10 years' continuous employment	15 days
After 15 years' continuous employment	10 days
After 20 years' continuous employment	5 days
After 30 years' continuous employment	0 days

11.6 Personal Leave Day. Full-time nurses who have completed at least one year of continuous employment may draw one Personal Leave Day per calendar year to be credited against accrued unused Sick Leave. To receive the Personal Leave Day, the nurse shall make the request in writing as far in advance as possible. The supervisor shall determine whether the day may be granted recognizing such day shall not be unreasonably denied.

## **ARTICLE 12 - HEALTH PROGRAMS**

12.1 Flexible Benefits. Beginning the first of the month following ninety (90) days of continuous employment, full-time and part-time nurses with a .5 FTE or greater will participate in the Hospital's "FlexSelect" Program ("Flexible Benefits Plan") which provides a variety of medical, dental, vision and other benefit options. Employees will be eligible to receive specified dollar amounts (benefit dollars) during the first two pay periods of each month to pay for the benefit options selected, based upon whether their FTE status is between .5 and .7 FTE or between .8 and 1.0 FTE. Nurses whose FTE status is between .8 and 1.0 FTE will receive benefit dollars equal to one hundred percent (100%) of the employee-only core benefit price tag subject to the nurse's participation in the wellness initiative of the employer (10% credit) and eighty-five percent (85%) of the dependent(s) core benefits price tag(s) depending on the family coverage category chosen. Nurses whose FTE status is between .5 and .7 FTE will receive benefit dollars equal to at least 70% of the benefit dollars received by a .8 to 1.0 FTE nurse with a similar number of covered dependents. "Core benefits" will include Select 200 Medical, Washington Dental Service, Select Vision and 60% LTD with a 180 day waiting period. As the Employer may from time to time make modifications to this Flexible Benefits Plan, employees and the Union will be given at least thirty (30) days' advance notice before implementation of any change to the Flexible Benefits Plan Eligibility.

12.2 Eligibility. Participation in the FlexSelect Program and any other benefits provided by the Employer shall be subject to specific plan eligibility requirements and plan documents. Employees may elect the minimum coverage alternative of the Employer's flexible benefits program providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere

12.3 Health Tests. At the time of employment, all nurses shall receive a tuberculin skin test. If the skin test is positive, a chest X ray will be taken to continue the screening process. After the first year of employment, TB screening will be available to all nurses on an annual basis. Upon request, a routine blood examination and urinalysis will be provided at no cost to the nurse once each year.

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

12.5 Retirement Plan. The Employer will provide a retirement plan for all eligible nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan, which may be changed or modified in accordance with Article 12.8. The Employer will not reduce retirement benefits during the life of this Agreement without first notifying the Union and negotiating upon request.

12.6 Pharmacy Discount. The Employer will provide a prescription discount through the pharmacy at ten percent (10%) above the Employer's cost.

12.7 Hospital Discount. The Employer will pay fifty percent (50%) of employee out of pocket expense for deductible and co-pay provisions up to four hundred dollars (\$400) per Hospital stay in accordance with Hospital policy.

12.8 Plan Changes. If the current provider of an insured benefit plan informs the Employer that it intends to modify or alter any benefit or provision of any existing plan, the Employer shall

meet with the Union to give the Union the opportunity to express which of any proposed alternatives the Union would like the Employer to select before selecting a revised benefit or provision. The Employer shall not be required to continue to provide benefits or provisions that are no longer included in the provider's revised options. If the Employer chooses to select or provide an alternative plan(s) or to modify its current plan(s), it may do so without bargaining with the Union so long as the current benefit level under the core benefit plan does not decrease. Otherwise the Employer must bargain with the Union prior to the implementation of the change. Prior to changing insurance plans, the Employer shall provide the Union with a copy of both the proposed plan and the existing plan to enable the Union to determine whether the core benefits have been decreased.

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

13.1 Leave of Absence. All leaves are to 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 shall be given by the Employer. A leave of absence shall commence on the first day of absence from work.

13.2 Maternity Leave. A maternity leave of absence shall be granted upon request of a nurse who has completed the probationary period for the period of time that the nurse is sick or temporarily disabled due to pregnancy or childbirth. 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 sick leave and annual leave during the maternity leave. The nurse may be asked to provide a statement from her health care provider verifying the period of physical disability and her fitness for duty. The Hospital shall continue its contribution toward the nurses' medical, dental, vision coverage during an approved maternity leave. In the case of a female employee taking "maternity leave" followed by a "parental leave," the twelve (12) work week period of Employer contributions begins at the start of the maternity leave, although her position will be held for up to twelve (12) weeks following her period of disability.

Nurses on an approved maternity leave who are not eligible for an FMLA parental leave under Section 13.3, may request an extended leave under Section 13.7.

13.3 Family and Medical Leave. Regularly scheduled full-time and part-time nurses who have been employed for at least twelve (12) months during which the nurse has worked at least 1250 hours are entitled up to twelve (12) work weeks of Family and Medical Leave during a rolling twelve (12) month period for the following purposes:

- (1) to care for a newborn child or for a newly adopted or placed foster child;
- (2) to care for a spouse, child, or parent who has a serious health condition; or
- (3) to care for oneself because of a serious health condition that makes the nurse unable to perform the functions of his or her position.
- (4) Leave to care for persons other than a child, spouse, or parent, as defined under the FMLA, may be requested as a Personal Leave Without Pay under Section 13.6.

13.3.1 Except in unforeseen circumstances, nurses are required to give at least thirty (30) days' written notice in advance of the leave. The failure to provide such notice may result in the forfeiture of rights under this section and the FMLA.

13.3.2 Leave taken for the care of a newborn child, an adopted child, or a foster child must be completed within twelve (12) months of the child's birth or placement for adoption or foster care. Leave taken by a female nurse to care for a newborn child shall be in addition to the maternity leave granted under Section 13.2 for her disability period resulting from pregnancy or childbirth. If both spouses are employed by the Hospital and desire to take family leave to care for a newborn, adopted, or foster child, then such spouses are limited to twelve (12) work weeks of leave between themselves during any twelve (12) month period when taking leave for this purpose.

13.3.3 For leaves related to the nurse's or family member's serious health condition, the Employer may request certification of illness, as provided by law, and may require at the Hospital's expense that the nurse cooperate in obtaining a second, and if necessary, third, opinion of other health care providers who will be designated as provided by law.

13.3.4 Family and Medical Leave shall be granted without loss of benefits or seniority accrued up to the date such leave commences. Leave taken to care for a newborn, adopted or foster child may be taken in a single block or by mutual agreement on an intermittent or reduced schedule basis. Leave taken due to a serious health condition may be taken intermittently or on a reduced leave schedule when certified as medically necessary. If leave is taken on a reduced leave schedule or intermittent basis, the Hospital may request the nurse to transfer temporarily to another position for which the nurse is qualified, and which would provide equivalent pay and benefits and a better accommodation for the nurse's recurring periods of leave.

13.3.5 Benefits shall not accrue during the unpaid portion of any Family or Medical Leave. The Hospital shall, however, continue its contributions toward the nurse's medical, dental and vision coverage pursuant to this Agreement for up to twelve (12) work weeks during a leave for any nurse who has worked at least 1,250 hours within the past twelve (12) months. Sick leave, annual leave and low census hours shall be counted for purposes of calculating 1,250 hours.

13.3.6 Nurses taking leave because of their own serious health conditions or to care for a spouse, parent or child with a serious health condition must use any accrued sick leave equal to their assigned FTE per pay period. Once sick leave is exhausted, or if sick leave was not available, such nurses are required to use accrued annual leave equal to their assigned FTE per pay period. Provided, however, nurses who are on an FMLA leave due to their own serious health condition caused by an on-the-job injury, will only be required to use sufficient paid leave (rounded up to the closest full hour of leave) necessary to cover any of the employee's contributions towards flex benefits.

13.3.7 Nurses taking time off for a leave to care for a newborn, adopted or foster child, must use accrued annual leave equal to the nurse's FTE per pay period.

13.3.8 Once paid leave is exhausted, a Family and Medical Leave is unpaid.

13.3.9 The nurse may request for approval by the Hospital an extension of the leave for up to an additional twelve (12) weeks beyond the FMLA entitlement period. During this time, the Employer will not be required to continue its contributions toward the nurse's medical, dental or vision insurance, but the nurse will be allowed to continue such coverage at the nurse's sole expense. If the nurse is unable to return to work at the end of this timeframe, the nurse will be placed on the reinstatement roster (Art. 6.10 Recall) for a maximum of 12 months including the leaves of absence.

13.3.10 Nurses returning from a leave before the exhaustion of his/her FMLA entitlement (e.g., twelve (12) weeks or less or, for injuries occurring subsequent to ratification of the contract, in the case of a nurse on a work-related injury 20 weeks or less) shall be reassigned to their former position or an equivalent position (e.g., same unit, shift and former full-time or part-time status.) Thereafter, nurses who have remained on approved leaves beyond their FMLA entitlement period shall be reassigned to their former or equivalent position whenever possible. If the former or an equivalent position is unavailable, the returning nurse shall be assigned to the first available comparable opening for which the nurse is qualified according to Section 13.8. If the nurse is unsuccessful in being assigned to the first comparable opening under Section 13.8, then the nurse will be considered to have been laid off effective at the conclusion of his/her leave without formal notice of layoff and only with access to the recall provisions of Section 6.10. Notwithstanding the foregoing, the Hospital will not be required to reinstate a returning nurse to his or her former position, or an equivalent position, if the nurse would no longer have continued in such position even if he or she had not taken the leave.

13.4 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the employee is eligible, this leave shall run concurrently with FMLA and the employee shall return to work to the same classification and FTE status if the employee's absence does not exceed that allowed under FMLA. If the employee does not qualify under FMLA, or upon expiration of the FMLA leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee has applied and is qualified. The employee shall use previously accrued sick leave and annual leave to the extent accrued during this health leave of absence. Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position.

13.4.1 Work-related (Compensable) Injury HLOA.

- a) Nurses who have exhausted FMLA leave and are requesting HLOA due to a work-related (compensable) injury shall maintain their right to return as provided by Article 13.3.10 for an additional eight weeks beyond the expiration of that FMLA leave.
- b) A HLOA due to a work-related (compensable) injury may be extended on a case by case basis. Extensions must be approved by Human Resources after evaluation of the information provided.

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

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

13.7 Personal Leave Without Pay. Leave without pay for personal reasons for a period of thirty (30) days or less within an anniversary year shall not alter a nurse's anniversary date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned by the nurse. Leave without pay for a period in excess of thirty (30) days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Employer.

13.8 Return From Leave. Except as otherwise provided for herein, a nurse returning to work following a period of approved leave of absence who applies for job pursuant to Section 5.10 shall be considered under 5.10 (a) or (b) as applicable.

13.9 Jury Duty. A full-time and part-time nurse who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at his/her regular rate of pay for the scheduled hours missed as a result of jury duty. The nurse may retain any compensation received from the court for jury duty service. The nurse is expected to notify his/her supervisor immediately upon receipt of the jury summons to allow the supervisor to establish the availability of the time away from the workplace and to schedule around the jury duty. Evening and night shift employees who are serving on a jury, or acting as a witness, during the day are not expected to report for work unless they are excused from service for the day. In the event an employee is not required to report to the court for service the employee is expected to work his/her scheduled shift. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time. At the nurse's option, accrued vacation may be substituted for unpaid release time.

13.10 Funeral Leave. Emergency leave of three (3) days with pay shall be granted for death in the immediate family. An additional two (2) days of unpaid leave may be granted up to a maximum of five (5) days where extensive travel is required to attend the funeral. Paid days may be taken nonconsecutively when necessary. "Immediate family" shall be defined as grandparent, parent, wife, husband, brother, sister, child, grandchild, mother-in-law, father-in-law, and any relative living in the nurse's household.

## **ARTICLE 14 - STAFF DEVELOPMENT**

14.1 Orientation. The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the hospital and nursing services, to orient new nurses to hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities to enable them to practice independently. Nurses will be oriented through a combination of instructional conferences, floor and/or shift work.

14.2 Inservice Education. A regular and ongoing inservice education program shall be maintained. The objectives of inservice education shall be: to review the philosophy, objectives

and functions of inservice education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. The functions of inservice education shall be to promote the safe and intelligent care of the patient; to develop staff potential; to create an environment that stimulates learning, creativity, and personal satisfaction; and to facilitate cross-orientation. Nurses required as a condition of employment to attend inservice education meetings or staff meetings shall be paid at the applicable rate of pay. Nurses required to attend a mandatory meeting or in-service during their scheduled time off shall be considered as being in work status and the nurse shall be paid her/his appropriate rate of pay for a minimum of one (1) hour. No compensation shall be received for inservice or staff meetings where attendance is voluntary.

14.3 Paid Education Leave. Up to twenty-four (24) hours of paid educational leave per calendar year (prorated for part-time nurses) shall be granted to full-time nurses provided, however, such leave is subject to scheduling requirements of the Hospital and approval by Nursing Administration of the subject matter to be studied. Educational meetings shall be defined as those conducted for the purpose of developing skills and qualifications of nurses, or enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for the purpose of labor relations or collective bargaining activities. Participation in continuing education or inservice programs on a voluntary basis shall not be regarded as time worked for purposes of computing overtime or the accrual of benefits. Unused educational/professional leave time shall not be carried over from one calendar year to the next.

14.3.1 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, 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 and verification of attendance and/or completion of the course. Unused amounts shall not be carried from one calendar year to the next.

FTE	Dollars
.8 – 1.0	\$300.00
.6 - .7	\$200.00
.3 - .5	\$150.00
.0 - .2	\$75.00

Nurses who choose pay in lieu of benefits (8.6) shall be eligible for continuing education funds based on their designated FTE.

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

14.5 Sabbatical Leave. The purpose of a sabbatical leave is to provide an extended period of unpaid leave from a registered nurse's customary work to acquire new skills or training. The sabbatical makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to

examine alternative health care options, providing health care in underserved areas and publishing. Nurses are eligible for their first sabbatical after working a minimum of ten (10) calendar years of regular and continuous employment as a registered nurse with the Employer. An employee who qualifies may request (a) a sabbatical of up to six (6) months or (b) a sabbatical of up to one (1) year after working fifteen (15) years on a continuous basis. Applications must be forwarded to the VP of Chief Nursing Office at least ninety (90) days prior to the proposed starting date of the sabbatical leave. Nurses granted a sabbatical will be able to self-pay medical, dental and life insurance benefits subject to the availability of insurance coverage, and will retain their seniority. Subject to staffing considerations, the total number of sabbatical leaves that may be granted during any one calendar year will be not more than three (3). An employee granted a sabbatical agrees to return to regular employment with the Hospital following sabbatical for at least one (1) year. Employees returning from sabbatical leave of no more than six (6) months shall be reinstated to their prior position, provided they have pursued the professional activities as outlined above. Thereafter, employees will be reinstated to the first available position for which they are qualified. Within forty-five (45) days of returning from a sabbatical leave, the nurse will provide a report(s) regarding the knowledge gained while on leave to VP of Chief Nursing Office and/or the nursing staff in a format mutually agreed upon. An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The final decision to grant or deny a sabbatical will be made by the VP of Chief Nursing Office .

## **ARTICLE 15 - COMMITTEES**

15.1 Conference Committee. The Employer, jointly with elected representatives of the staff nurses shall establish a Conference Committee as an advisory body to assist with nursing service problems. The committee shall meet on a monthly basis, as necessary. The committee shall consist of three (3) management representatives and three (3) bargaining unit representatives. In addition to the nurses, a Union Representative may attend and participate.

15.1.1 Low Census Concerns. A nurse who is concerned about the amount of low census being given to nurses on his/her unit may request that the Conference Committee review that unit's use of low census. If the Conference Committee reviews the concerns it may make recommendations to Nursing Administration concerning actions that might be taken to address the concern, including but not limited to, changes in the unit's core staffing, changes in the order of low census rotation, layoffs, or other changes which might resolve the low census concern. Although a nurse may not grieve the Conference Committee's actions under this Section, nothing in this Section limits a nurse's ability to file a grievance concerning compliance with Section 6.13.

15.2 Nursing Practice and Staffing Committee. The purpose of this committee is to facilitate the achievement of the mutual goal of quality patient care by actively promoting high standards of nursing practice. Both parties agree they share the common goal of providing quality patient care. The Hospital agrees to recognize the rights and responsibilities of the Registered Nurse within the scope of the Washington State Nurse Practice Act, the Rules and Regulations of the Washington State Nursing Commission and the Standards of Nursing as developed by the Joint Commission of Accreditation of Health Care Organizations. The Union agrees to recognize the objectives of the Hospital to achieve the highest level of nursing performance and efficiency consistent quality patient care; and will support the Hospital in its efforts to improve the quality of performance, help in maintaining patient safety and strengthening the goodwill between the

Hospital, nurses and the Union. Staffing issues will be an appropriate subject for this committee as described in the appended Letter of Understanding.

15.3 Compensation for Committees. Nurses shall be compensated at their regular rate of pay for all time spent on Employer-established committees when they are members of the committee and are required to attend committee meetings. Nurses shall be compensated at their regular rate of pay for Conference Committee (limited to two (2) hours per meeting per month), and Nursing Practice Committee meetings.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

16.1 Grievance Defined. A grievance is defined as an alleged violation by the Employer of the terms and conditions of this Agreement. If a grievance arises, the nurse shall utilize the following grievance procedure. Time limits may only be extended by mutual written consent of the parties. By mutual written consent, the parties may also agree to skip Step 2 and or Step 3. A representative of the Human Resources Department may participate at any step of the grievance procedure.

### Step 1: Immediate Supervisor

If a nurse has a grievance, the nurse, or the Union on the nurse's behalf, shall present the grievance in writing to the nurse's Immediate Supervisor within fourteen (14) calendar days from the date when the nurse became aware or reasonably should have been aware of the event from which the grievance arose. Upon receipt thereof, the Immediate Supervisor shall attempt to resolve the problem and shall respond in writing within fourteen (14) calendar days following receipt of the written grievance.

### Step 2: Department Head and/or VP of Chief Nursing Office

If the matter is not resolved at Step 1, the nurse shall present the written grievance within seven (7) calendar days of the Immediate Supervisor's decision to the Department Head and/or VP of Chief Nursing Office. The Department Head and/or VP of Chief Nursing Office and the nurse shall confer in an attempt to resolve the grievance. The Bargaining Unit Representative may be present, if requested by the nurse. The Department Head and/or VP of Chief Nursing Office shall issue a written reply within seven (7) calendar days following receipt of the grievance.

### Step 3: Nurse and Hospital Administrator

If the matter is not resolved at Step 2, the nurse shall present the written grievance within seven (7) calendar days of the Step 2 response to the Hospital Administrator or designee. Within seven (7) calendar days thereafter, there shall be a meeting with the Hospital Administrator, or designee, the nurse and/or the Bargaining Unit Representative and/or a Union Representative.

The Administrator, or designee, will issue a response within fourteen (14) calendar days following the meeting.

Step 4: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Hospital or the Union may submit the issue in writing for arbitration within ten (10) calendar days following the Step 3 decision. Within five (5) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half ( 1/2) of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

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

16.3 Appeal. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the Grievance Procedure.

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

## **ARTICLE 17 - MANAGEMENT RESPONSIBILITIES**

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the hospital including

but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

#### **ARTICLE 18 - UNINTERRUPTED PATIENT CARE**

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

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

#### **ARTICLE 19 - DRUG AND ALCOHOL FREE WORKPLACE**

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

19.2 Drug Free Workplace Policy. The Employer will establish a drug-free workplace policy, including reasonable cause drug testing. The policy will require the Employer to maintain an Employee Assistance Program as a resource for employees. Nurses who may have an alcohol or drug related problem are strongly encouraged to seek assistance or referrals to rehabilitation or treatment programs through the Employee Assistance Program.

19.3 Treatment and Rehabilitation. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable a chemically impaired nurse to remain in professional nursing practice

after rehabilitation. Nurses needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek treatment and rehabilitation referrals through the Employee Assistance Program or the state's Substance Abuse Monitoring Program for registered nurses, and to use their health insurance, sick leave, or medical leave, as appropriate. Employees voluntarily requesting assistance prior to experiencing job performance, attendance, or misconduct problems, will not be subject to disciplinary action for having sought treatment for alcohol or chemical dependency, and will be given a medical leave of absence by the Hospital.

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

## **ARTICLE 20 - GENERAL PROVISIONS**

20.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules 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 the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

20.3 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 21 - DURATION AND TERMINATION**

This Agreement shall be effective upon ratification and shall remain in full force and effect until March 1, 2013, and annually thereafter unless either party hereto serves notice on the other to

amend or terminate the Agreement by giving written notice, to the other party not less than ninety (90) days in advance of March 1, 2013, or any annual anniversary date thereafter that this Agreement is in effect.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PROVIDENCE ST. PETER HOSPITAL

UNITED STAFF NURSES UNION  
LOCAL 141

\_\_\_\_\_  
Medrice Coluccio, Chief Executive Officer  
Providence St. Peter Hospital

\_\_\_\_\_  
Marilyn Savage, President

\_\_\_\_\_  
Mary Mertens, Director of Human Resources  
Providence St. Peter Hospital

\_\_\_\_\_  
Dawn Cutler  
Bargaining Unit Representative

\_\_\_\_\_  
Paula L. Lehmann, Chief Negotiator

\_\_\_\_\_  
John Aslakson  
Union Representative

## ADDENDUM 1

### PROVIDENCE ST. PETER HOSPITAL TWELVE (12) HOUR WEEKEND SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work a twelve (12) hour weekend 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 weekend 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 on duty will be expected to remain on the unit until the nurse's twelve (12) hour partner has arrived and received report. The nurse shall be allowed two fifteen (15) minute rest periods, one fifteen (15) minute period to be taken during each half of the shift.
2. Full-Time Status. A nurse working this weekend schedule shall be considered a full time employee. The nurse will be scheduled to work thirty-six (36) hours and will be paid the equivalent of forty (40) hours of pay for this thirty-six (36) hours of work in lieu of receiving annual leave benefits.
3. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first four (4) hours after the end of the twelve (12) hour shift or for any hours worked beyond thirty-six (36) hours in a seven (7) day period. If a nurse works more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all additional overtime hours of work for that shift shall be paid at double time (2x).
4. Contract Provision Not Applicable. Section 7.6 Weekends Off, and Article 10 Annual Leave shall not apply to this innovative work schedule.
5. Time Off Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least 10 hours off duty between shifts. In the event a nurse is required to work with less than 10 hours off duty between shifts, all time worked within this 10 hour period shall be at time and one-half. This paragraph shall not apply to standby and call back assignments which are paid pursuant to Sections 9.2 and 9.3 of the Agreement.
6. Shift Differential. The weekend work schedule will be designated as evening shift for the first four (4) hours of the shift and night shift for the last eight (8) hours of the shift for purposes of payment of shift differential.
7. Charge Duty. Charge pay will be paid for an eight (8) hour period unless the nurse is designated charge for the entire twelve (12) hour period.

8. Sick Leave Notification. Nurses shall notify the Employer at least one and one-half (1-1/2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

## ADDENDUM 2

### PROVIDENCE ST. PETER HOSPITAL SIXTEEN (16) HOUR WEEKEND SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work a sixteen (16) hour weekend shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The sixteen (16) hour weekend shift schedule shall provide for a sixteen (16) hour work day consisting of seventeen (17) hours to include two (2) thirty (30) minute unpaid meal periods. Shift start times shall be determined by the Employer. The nurse shall be allowed three fifteen (15) minute rest periods to be taken in accordance with state law. The weekend is defined as Saturday and Sunday.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this sixteen (16) hour weekend shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the time worked in excess of sixteen (16) hours per day or for any hours worked beyond forty (40) hours in a seven (7) day period.
3. Contract Provision Not Applicable. Section 7.6 Weekends Off and Section 7.7 Time Off Between Shifts shall not apply to this innovative work schedule.
4. Shift Differential. Nurses working a sixteen (16) hour weekend shift shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.
5. Charge Duty. Charge pay will be paid for an eight (8) hour period unless the nurse is designated charge for the entire sixteen (16) hour period.
6. Sick Leave Notification. Nurses working the first (day) shift shall notify the Employer at least one and one-half (1-1/2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) shift shall notify the Employer at least three (3) hours in advance of the nurse's schedule shift if the nurse is unable to report for duty as scheduled.
7. Annual Leave. Four (4) weekends may be used for vacation purposes each calendar year.

## ADDENDUM 3

### PROVIDENCE ST. PETER HOSPITAL TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 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 on duty will be expected to remain on the unit until the nurse's twelve (12) hour partner has arrived and received report. The nurse shall be allowed two fifteen (15) minute rest periods, one fifteen (15) minute period to be taken during each half of the shift.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first four (4) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all additional overtime hours of work for that shift shall be paid at double time (2x).
3. Time Off Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least 10 hours off duty between shifts. In the event a nurse is required to work with less than 10 hours off duty between shifts, all time worked within this 10 hour period shall be at time and one-half. This paragraph shall not apply to standby and call back assignments which are paid pursuant to Sections 9.2 and 9.3 of the Agreement.
4. Shift Differential. Nurses working a twelve (12) hour shift shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.
5. Charge Duty. Charge pay will be paid for an eight (8) hour period unless the nurse is designated charge for the entire twelve (12) hour period.
6. Sick Leave Notification. Nurses shall notify the Employer at least one and one-half (1-1/2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

## ADDENDUM 4

### PROVIDENCE ST. PETER HOSPITAL 12 weeks on with 4 weeks off – Night Shift Work Schedule Option

In accordance with Article 7.3 of the Agreement between the hospital and the union, Registered Nurses may, on an individual basis, agree to work 12 weeks of pre-determined night shifts, with the consent of the Employer, and then have 4 weeks off work. Employees will be asked to sign a written agreement to confirm acceptance of this schedule.

1. **Work Schedules.** The schedule shall provide for night shifts which correspond to a total .8 FTE or higher. The specific schedule of days/hours will be agreed to in advance by the employee and employer and attached to this memorandum.
2. **Annual Leave Accrual.** Under this schedule, the employee will not accrue annual leave. Employees who start this schedule with an annual leave balance will not be cashed out, but can use annual leave time if assigned low census and paid holidays. Part-time employees will not receive 10% in lieu of paid leave.
3. **Sick Leave Accrual.** Under this schedule, the employee will accrue sick leave during all time worked, but not during the time off.
4. **Benefits.** Benefits will continue during the time off. The bonus pay will contribute towards retirement benefits but not vesting hours credit.
5. **Night Shift Premium.** Under this schedule, the employee will not receive a shift differential, except for extra shift(s) outside this agreement.
6. **Bonus.** During the 4 weeks that the employee has off, the employee will receive bonus payments, up to their regular FTE pay, using the following formula:

The number of productive hours worked (regular and overtime up to a maximum of 40 hours per week for 1.0 FTE) during the 12 weeks divided by 12, times the employee's regular pay rate

This calculated amount will be paid as a bonus. The total bonus cannot exceed 160 times the employee's regular pay rate. Requested HCs are not counted towards the bonus. It will be paid out on regular pay days.

7. **Unscheduled Absence.** If during the 12 week working part of this schedule, the employee has 2 occurrences of unscheduled absence, the bonus may be reduced by 25%. If the employee has 3 occurrences of unscheduled absence, the bonus may be reduced by 40% and the Employer may discontinue this schedule. (This does not include approved FMLA time off). Assigned HCs are not unscheduled absences.
8. **Incentive.** The employee will be eligible to receive incentive pay while incentive pay is in effect, provided all requirements are met.

9. **Experience.** RNs who have at least 18 months of experience as an RN in the assigned unit or specialty area will be given preference for this Night Shift Work Schedule Option.

The Employer retains the right to revert back to the schedule, which was in effect immediately prior to the innovative schedule, at the end of the 16 week cycle, with at least 30 days advance notice to the employee.

## ADDENDUM 5

### Chemical Dependency Center

The addendum applies to nurses who are regularly assigned to work at the Chemical Dependency Center (“CDC”) at 4800 College Street S.E. in Lacey, WA.

The terms and conditions of the PSPH/USNU collective bargaining agreement apply to these nurses with the following exceptions:

- Article 6- Seniority: CDC nurses to be merged with PSPH nurses year for year.
- Article 8-Compensation – nurses will be moved to the PSPH wage rates effective March 1, 2010. All parties agree that each nurse has been properly credited for past experience in accordance with the PSPH contract. Catherine Leitsiba will be moved to Step 18 with a redlined wage rate.
- Article 9-Premium pay—nurses will receive the same rate of premium pay as the PSPH nurses effective the first full pay period following ratification.
- Health Plan. Eligible nurses will be provided the same health benefits as PSPH nurses including the wellness initiative. In the event the Employer modifies its current plan or provides alternative plan(s), the Employer will provide information concerning these plan changes and upon request will discuss these changes with the Union.
- Retirement Plan: The CDC nurses will be eligible for the same retirement program provided to PSPH nurses. Retirement benefits and eligibility requirements for participation will be defined by the Employer’s plan. All nurses will migrate to the new retirement plan including the new 401(a) Service Plan effective 1/1/2010.
- Floating (5.8) and Committee Representation (Article 15 and LOU on staffing committee) will be the same as for the Psych Department.
- Article 16: The grievance process will be tailored for the CDC as follows:
  - Step one, CDC manager or designee,
  - Step two, Senior Director of Nursing Services or designee,
  - Step three, Chief Operating Officer for the CDC or designee.
- CDC Longevity Bonus: \$750 prorated by FTE for nurses with 10 or more years of continuous service with Providence Health and Services. The nurse must be employed as of the date of ratification to be eligible.

## **LETTER OF UNDERSTANDING**

This Letter of Understanding is by and between Providence St. Peter Hospital (“Hospital” or “Employer”) and United Staff Nurses Union, Local 141, UFCW (“Union”).

During the negotiations that resulted in ratification of the new Collective Bargaining Agreement (“Agreement”) between the parties, certain additional understandings and agreements were reached between the parties. This Letter of Understanding will serve to memorialize these additional understandings and agreements and supersedes the parties’ April 30, 2004 Letter of Understanding.

### **7/70 STAFFING**

The Hospital will continue to utilize the 7/70 staffing schedule based upon operational feasibility, financial considerations and the needs of the organization.

### **DRUG FREE WORKPLACE POLICY**

The Hospital may finalize and implement its drug free workplace policy without further input or review by the Union.

### **0/40 AND 40 HOUR WORKWEEK INNOVATIVE SCHEDULES**

The use of these innovative schedules will be discontinued unless the Hospital and the Union agree to reinstitute their use in the future (in their present or a different form), pursuant to Section 7.3 of the parties’ Agreement.

### **ANNUAL LEAVE ACCRUAL**

If the Hospital makes improvements to the non-managerial annual leave program during the life of the Collective Bargaining Agreement, the nurses will receive such improvements.

### **TAX DEFERRED ACCOUNTS**

If an RN is concerned about the date that the nurse’s 403(b) payroll deductions are credited to the nurse’s Fidelity account, the nurse may work with Human Resources or Payroll to determine if the nurse’s deduction has been posted on a timely basis to the nurse’s account.

### **FMLA POLICY**

Should the Hospital revise its FMLA policy to define child, spouse or parent differently than defined under the FMLA, such revised definitions will be extended to the nurses’ bargaining unit. Those nurses who as of April 29, 2004, held a .5 FTE or lower are not subject to the 1250 hours in twelve (12) month FMLA eligibility requirement.

### **CURRENT PODS**

In connection with Section 5.8 (Floating) of the Agreement, the Hospital’s current pods are defined as:

Med/Surgical:	Oncology, Medical Acute, Orthopedics, Medical-Renal, Surgical Acute, Neuro Acute, Float Pool, Inpatient Rehab
Critical Care Services:	Critical Care Unit, Intermediate Care Unit, Progressive Care Unit
Maternal Child/Health:	Family Birth Center, Special Care Nursery and Pediatrics
Perioperative:	Pre-Admission Clinic, Medical Short Stay, Surgical Short Stay, Post Anesthesia Care Unit
Surgical Services:	Main Operating Room, Cardiovascular Operating Room and Anesthesia

The parties agree concerns for floating and pods is ongoing and will be an appropriate agenda item for the Conference Committee.

### **MEAL/REST PERIODS**

The Hospital and the Union are committed to ensuring nurses have access to breaks and meal periods. In the event that a nurse has a concern about the inability to take breaks and/or meal periods, the nurse should communicate this concern to the immediate supervisor. If the problem continues unaddressed, the nurse can forward their concern to the Conference Committee.

### **WORK SCHEDULES**

*“Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedule may be change only by mutual consent.”* As indicated, once on the schedule, the nurse will work the scheduled hours unless there has been mutual agreement between the supervisor and the nurse to change those scheduled hours. This applies to all nurses – full time, part-time and per diem.

### **PROFESSIONAL DEVELOPMENT MODEL**

The Hospital shall maintain a Professional Recognition Program which shall be based on the use of objective criteria. Based upon budgetary considerations, the Hospital agrees to allocate up to one half of one percent (.5%) of the prior year’s bargaining unit W2 payroll to fund the program. The Hospital agrees to provide the Union with a copy of the application materials for the program.

### **PER DIEM UTILIZATION**

Unit based councils will be asked to draft a policy for per diem requirements for their units. These drafts will be provided to the Housewide Staffing Committee for feedback. Recommendations for possible hospital-wide guidelines will be presented to the Chief Nursing Officer within six (6) months of ratification. The implementation of a hospital-wide policy is subject to mutual agreement between the employer and union.

**EDUCATION SUPPLEMENT**

If the nurse attends a hospital preapproved education session less than their work shift length and the remainder of their work shift is four (4) hours or less, they will have the option at the time of approval to choose to work, take accrued leave or take time off with no pay for the remainder of that shift. If no choice is made at time of approval, accrued leave will be applied to cover those hours. For example, a twelve (12) hour staff member attends an eight (8) hour class that ends at 4:00 p.m. and the staff member’s regular shift ends at 8:00 p.m. the options for that staff member include: returning to work until 8:00 p.m., taking accrued leave or electing unpaid time for the remainder of that twelve (12) hour shift.

**STUDY TIME**

As of April 1, 2008, nurses will be advised that they need to confer with their managers if they believe they need study time outside of their regularly scheduled shift for a unit-mandate certification or re-certification. The nurse must give reasonable notice but not less than two weeks. Otherwise, the manager will schedule the study time. If study time cannot be made available during the nurse’s regularly scheduled shift, the manager and nurse will make arrangements at a mutually agreeable time for up to two hours of on-site study time to be paid at the appropriate rate for re-certification and up to four hours of on-site study time for the initial certification. Recently hired nurses who take initial certification exams based on requirements that were a condition of employment at the time of hire, and nurses who transfer to a unit requiring additional certification that the unit form which they transferred will not receive paid study time for the initial certification process.

**RETIREMENT**

The Union agrees that the Hospital has complied with all statutory and contractual obligations associated with the adjustments to the retirement plans announced on April 1, 2009, and that these adjustments may be implemented without objection effective January 1, 2010.

**WELLNESS INITIATIVE**

For the life of the contract beginning with benefit year 2011, nurses who participate annually in the hospital’s wellness initiative, which would be met by the provision of the online health assessment or verification from their health care provider of an age-appropriate annual physical, including biometrics, will receive 10% credit toward the employee-only insurance.

**PEER REVIEW**

The Employer will provide the Nurse Practice and Staffing Committee a draft of any revisions to the peer review tool for its feedback prior to implementation.

Dated: \_\_\_\_\_, 2010.

PROVIDENCE ST. PETER HOSPITAL

UNITED STAFF NURSES UNION, LOCAL  
141, UFCW

By:\_\_\_\_\_

By:\_\_\_\_\_

## LETTER OF UNDERSTANDING

### Incentive Pay

This incentive pay applies only to filling open core scheduled shifts that exist on the schedule starting on the 21st of the month.

To be eligible for incentive pay, the nurse must sign up for these designated shifts prior to the 27<sup>th</sup> of the month. In those circumstances where incentive pay is used, revised schedules showing incentive shifts will be available after the twenty-seventh (27<sup>th</sup>) of the month. The nurse will receive incentive pay subject to the following:

- a. Full-time nurses (1.0 FTE) who have actually worked forty (40) hours in a week (HC hours will be counted as time worked) will receive two (2) times their regular rate for hours worked on an incentive shift on their day off.
- b. Full-time nurses (.9 FTE)-12 hour) who have actually worked thirty-six (36) hours in a week (HC hours will be considered time worked) will receive two (2) times their regular rate for hours worked on an incentive shift on their day off.
- c. Part-time nurses (.5-.9 FTE) who have actually worked their scheduled shifts will be paid at the rate of time and one half (1 ½) their regular rate of pay for working an additional incentive shift on their day off.
- d. Part-time nurses (.5 - .9 FTE-non 12 hour shift) who have actually worked forty (40) hours in a week, or thirty-six (36) hours for twelve (12) hour shift nurses (HC hours will be counted as time worked) will receive two (2) times their regular rate of pay for working an additional incentive shift on their day off.

Incentive shift nurses will be required to float within their pod.

FTEs cannot bump per diems who have been scheduled.

This incentive pay does not apply to exchanged or traded shifts.

Sick or annual leave does not count as hours worked.

Nurses may waive this premium at their request.

The obligations set forth herein shall not survive the expiration of the Agreement unless the parties mutually agree otherwise.

### **Short Call Pay**

Nurses who accept a short call shift (agree to work a shift with less than 4 hours notice prior to the start of the shift) on a day other than their scheduled shift, will be paid an hourly rate of \$10/hour in addition to the nurse's applicable rate for all hours worked in short call status; provided that the nurse has actually worked all their scheduled shifts for that week (low census hours will be counted as time worked).

The obligations set forth herein shall not survive the expiration of the Agreement unless the parties mutually agree otherwise.

**Voluntary Standby**

Voluntary standby lists will be used on units on an as needed basis, but will be accessible to volunteers on the unit first, then hospital wide.

Dated: \_\_\_\_\_, 2010.

PROVIDENCE ST. PETER HOSPITAL

UNITED STAFF NURSES UNION, LOCAL  
141, UFCW

By: \_\_\_\_\_

By: \_\_\_\_\_

## LETTER OF UNDERSTANDING

### **Nurse Practice and Staffing Committee.**

**Intent.** It is the role of the Committee to recommend objective measures to improve staffing and patient care. The Hospital will consider such recommendations and will advise the Committee of its response. Responses to specific Committee recommendations shall be presented to the Committee verbally or in writing within fourteen days of receiving the Committee's recommendation.

**Membership.** The Committee shall consist of up to five (5) nurses elected by the staff nurses through a union conducted process, limited to no more than one (1) nurse from any unit and 2 from any division, one (1) local unit officer and up to an equal number of managers. In addition to the nurses, a Union representative may attend and participate. The divisions will consist of the following areas:

- Division 1: Oncology, Outpatient Infusion, Med-Renal, and Medical Acute ;
- Division 2: Neuro Acute, Orthopedics and Surgical Acute;
- Division 3: PCU, IMCU, and CCU;
- Division 4: Pediatrics, FBC, and Special Care Nursery;
- Division 5: Pre-Admission Clinic, Medical Short Stay, Surgical Short Stay, Post Anesthesia Care Unit, and Cath Lab;;
- Division 6: Main Operating Room, Cardiovascular operating Room and Anesthesia;
- Division 7: Endo, DI, Cardiac Rehab, IV Therapy and Float Pool;
- Division 8: Emergency Center; and
- Division 9: Psych, Inpatient Rehab.

**Regular Meetings and Minutes.** The Committee shall schedule regular monthly meetings. The frequency of meetings may be changed as determined by the Committee. The Committee Chair shall prepare an agenda jointly developed between nurses and management, to be distributed at least one week in advance of the next scheduled meeting. Minutes of all meetings will be recorded by the Committee secretary. Committee minutes shall be provided by the Committee Chair to the VP of Chief Nursing Office, the Union and distributed to each nursing unit.

**Function.** The function of the Committee shall be:

- a. To review and evaluate staffing levels and other related staffing issues,
- b. To review and make recommendations for the resolution of staffing issues and problems referred to the Committee by the Unit Based Councils or presented directly to the Committee by the Hospital or the Union,

- c. To recommend to the Hospital ways and means to improve patient care; and
- d. Set up a timely mechanism to review trends in Staffing Assignment Report forms referred to the Committee.
- e. Maintain a tool for the initial assessment and evaluation of unit staffing issues.
- f. To consider constructively the professional practice of Registered Nurses.
- g. To work constructively for the improvement of patient care and nursing practice.
- h. To foster communications between and among staff nurses and nursing managers regarding nursing practice.
- i. To improve job satisfaction and nursing performance and efficiency consistent with quality patient care.

**Compensation for Committees.** Refer to Article 15.3, except that the Committee may agree to meet up to twice per month. Nurses shall be compensated at their regular rate of pay for up to 4 hours per month.

**Unit Based Councils.** The Union and the Hospital agree to activate Unit Based Councils representing each Unit. The purpose of these councils is to provide a formal mechanism for management and staff to discuss operational issues related to each Unit. Each council would meet on a regular basis provided an appropriate number of staff RNs from each shift agree to participate. Topics for discussion would include system/process improvements; quality of care; patient satisfaction; staffing, employee and physician satisfaction; unit based orientation; support of students; equipment needs; etc. In guiding the Council's work, resources shall include utilization of nursing research findings, literature review and field review of innovations in practice, PSPH's own data and outside resource people. Each Unit Based Council will collaboratively prepare an agenda, and subsequently produce minutes of the meeting. Each Unit Based Council may elect to provide a report on a quarterly basis to the Committee as appropriate.

Nurses who serve on the Unit Based Council shall be compensated according to Article 15.3.

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

Individual nurses who believe that accepting another patient would compromise professional standards of care may, with the agreement of the charge nurse, initiate the applicable steps

outlined in the staffing shortage policy. Thereafter admissions to the nursing units will be triaged and assigned by the Administrative Supervisor in collaboration with the charge nurse. The charge nurse shall document any disagreement with the Administrative Supervisor's admissions decision and will forward that document to the Manager and the Committee.

A nurse who has concerns about a staffing problem, may fill out a "Staffing Assignment Report" form, and submit the staffing issue as an agenda item for their Unit Based Council to review. Copies of this form shall be sent to the manager, the VP of Chief Nursing Office and the Union. Where this form is used, the parties will ensure that patient confidentiality standards are fully met. If the Unit Based Council is unable to resolve the issue, the issue will be referred to the Committee, which shall give a written recommendation regarding the staffing problem to Nursing Administration within fourteen (14) days with a copy of the recommendation being sent to the nurse.

**Dispute Resolution.** If recurring staffing issues still remain unresolved between the parties, the Union or the Hospital may request that the issue be submitted to a neutral third party with expertise on the particular issue for review and recommendation. Each party may present a list of up to three names for consideration to the other within two weeks. If the parties cannot agree on the third party, they will alternate striking names until one remains. The neutral third party shall schedule a hearing date. The hearing shall be informal, and each party shall have the opportunity to present evidence and make arguments. The rules of evidence prevailing in judicial proceedings may be considered but are not binding, and any oral testimony or documentary evidence or other data deemed relevant by the neutral third party may be received into evidence. Each party will bear one-half (1/2) of the fee of the neutral third party and any other expenses jointly incurred incidental to the hearing. All other expense shall be borne by the party incurring them including attorney's fee if any. Neither party shall be responsible for the expenses of witnesses call by the other party.

The third party will prepare a written recommendation that will be provided to the Nursing Administration and the Union within thirty (30) days or as extended by mutual consent. The Hospital will advise the Union in writing of its response to the recommendation within two weeks of receipt.

Nurses who raise staffing issues shall be free from restraint, interference, discrimination or reprisal related to their concern.

Matters arising under this Letter of Understanding shall not be subject to the Grievance Procedure unless the staffing/patient care issue involves an alleged violation of another provision of this Agreement. In such case, the provision allegedly violated will be the subject of the grievance.

The language of this memorandum shall not be interpreted as to limit the obligation and/or right of either party to pursue or refer a staffing/patient care issue to any state agency, federal agency or court of competent jurisdiction.