

Agreement by and between

# **UFCW 21 and Samaritan Healthcare**



**Effective 3/28/2016 – 12/31/2018**



# YOUR VOICE, YOUR UNION, YOUR CONTRACT

## About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 44,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

**With a union you and your co-workers have a voice in decisions about your work life**—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

**A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.**

My Union Representative:

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My Union Steward:

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**EMPLOYMENT AGREEMENT BETWEEN**  
**SAMARITAN HEALTHCARE AND**  
**UFCW LOCAL 21**  
**2016 - 2018**

This Agreement is made and entered into by and between the United Food and Commercial Workers Union, Local 21, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Union" and Samaritan Healthcare, hereinafter referred to as the "Employer". 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 Hospital recognizes UFCW Local 21 as the exclusive bargaining representative for all registered nurses working at Samaritan Hospital in a nursing capacity, including staff nurses, resident nurses, coordinators, clinic nurses, case managers and per diem nurses, and excluding supervisors, managerial employees and confidential employees as provided in RCW 41.56, *et seq.*

**ARTICLE 2 - MEMBERSHIP**

2.1 Union Security. Employees shall have the option of joining the Union. Such determination must be made within thirty (30) days from the effective date of this contract or within thirty (30) days from the date of hire. Employees choosing to join the Union must submit a Dues Authorization card to the Hospital and the Union if they choose payroll deduction. An Employee joining the Union must maintain such membership as a condition of employment for the life of this contract.

Employees choosing not to join the Union shall submit such declaration to the Union in writing through certified mail. Failure to submit such declaration within the thirty (30) day period shall require the employees, as a condition of employment, to become a member of the Union for the life of this contract.

2.2 Dues Deduction. During the term of this contract, the Employer shall deduct dues from the pay of each member of the Union, with the exception of per diem nurses, 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 Employee Rosters. Upon the effective date of this contract, and monthly thereafter, the Employer shall supply to the Union a report electronically of all employees covered by this contract. The report will be provided to the Union by the 15<sup>th</sup> of each month (if the 15<sup>th</sup> day falls on a weekend, then the following Monday) and will contain data for the preceding month. The report shall include the name, address, phone, status, last four digits of the Social Security number, classification, department, date of hire, hourly rate of pay, and regularly scheduled hours worked for each employee. The Hospital will also include in the report a list of new hires, terminations and bargaining unit changes that have occurred in the previous month.

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

3.1 Union Access. The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this contract are working, excluding direct patient care areas, for the purpose of investigating grievances and compliance with this contract, at reasonable times, with prior approval of the Employer. The Union's representative shall advise the Employer as to which department or area the staff representative wishes to visit, and will confine such visits to the department and areas agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

3.2 Bargaining Unit Representative. The Union shall have the right to select bargaining unit representatives from among the nurses in the unit. The bargaining unit representative shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. 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. Space will be provided for a bulletin board in the employees' lounge. Such space shall be used for the posting of nursing meeting announcements and material pertaining to the professional practice of nursing. Other material may be posted with prior approval of the Chief Human Resources Officer or designee. Space will also be provided for a Union bulletin board devoted to Union business and announcements.

3.4 Contract and Job Descriptions. The Employer will give each newly hired nurse a copy of this contract and the nurse's job descriptions. Additional copies of this contract shall be available in the Human Resources Department.

3.5 New Hire Orientation. The bargaining unit representative will be allowed one-half (½) hour during the orientation session to introduce this contract to newly employed nurses. Such presentation will be on the representative's non-paid time.

3.6 Meeting Rooms. The Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, with or without Union staff present, provided

sufficient advance request for meeting facilities is made to the designated administrator and space is available.

3.7 Bargaining unit representatives and negotiating team members shall request unpaid time off for negotiating from their appropriate Unit Director. The Unit Director will make a reasonable effort to provide the time off so long as patient care requirements can be met.

3.8 No bargaining unit member shall be discriminated against for any lawful Union activity.

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

4.1 Regularly Scheduled Nurse. A registered nurse who has satisfactorily completed the probationary period, excluding per diem nurses, and is responsible for the direct and indirect nursing care of the patient.

4.2 Probationary Nurse. A newly hired nurse who has not completed the probationary period as defined in Section 8.1. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure, or they may resign without notice, as referenced in Sections 8.2 and 8.3.

4.3 Charge Nurse. A registered nurse who is assigned leadership responsibility by Nursing Administration. Each unit and each shift shall have a Charge Nurse when non-registered nurses inexperienced in the specialty are assigned to the unit, or when the level of activity warrants assignment of a Charge Nurse, as determined by Nursing Administration in either instance. The nurse who is responsible for the organized unit shall receive Charge Nurse pay for the time worked as Charge. Nurses with Charge responsibilities will have those additional responsibilities considered in their direct patient care assignments.

4.4 Full-time Nurse. A registered nurse regularly scheduled to work eighty (80) hours in a fourteen (14) day period. For the purpose of health insurance eligibility and low census, nurses working at least seventy-two (72) hours a pay period would be considered full-time.

4.5 Part-time Nurse. A registered nurse regularly scheduled less than thirty-six (36) hours per week. Such nurses receive all applicable benefits on a pro rata basis. To be eligible for retirement and insurance benefits, a nurse must be regularly scheduled an average of twenty (20) hours per week. Part-time nurses working a minimum of twenty (20) hours per week may elect a salary premium of twelve percent (12%) in lieu of benefits except shift differential, overtime, premium pay, continuing education, leave of absence, and any service increments. Such election may be exercised only at time of hire or during December 1 through December 15 in any year. In the event the nurse is eligible for and participates in the Hospital retirement plan, the in lieu of premium shall be seven percent (7%).

If a nurse elects to receive twelve percent (12%) in lieu of benefits, accrued vacation hours will be cashed out and accrued sick leave hours will be banked. These banked hours may not be used while the nurse is on the twelve percent (12%) status, but may be used upon a return to a

“benefit” status. On rehire to benefit status, vacation accrual will be based on total years of service with the Hospital.

4.6 Per Diem Nurse. A registered nurse who works on a non-regularly scheduled basis. Such nurses may also be assigned to a full-time or part-time schedule on a temporary basis not to exceed three (3) consecutive months. Such nurses shall be paid in accordance with the wage schedule set forth in Article 6 of this contract. Per diem nurses shall not accrue seniority nor any fringe benefit compensation except shift differential pay, premium pay for time worked on a holiday, surgery standby and surgery callback. Per diem nurses shall be paid overtime as defined in Section 5.8. A nurse who changes to per diem status shall retain seniority pending return to full or part-time status. Seniority shall not accrue while on per diem status. Upon return to full or part-time status, previously accrued seniority and benefit accruals as a regularly scheduled nurse shall be reinstated for wage and benefit eligibility purposes. Except as stated herein, per diem nurses shall be covered by all terms and conditions set forth in this contract.

If a nurse goes to per diem status, accrued vacation hours will be cashed out and accrued sick leave hours will be banked. These banked hours may not be used while the nurse is on per diem status, but may be used upon return to a “benefit” status.

Per diem staff is required to be available to work a minimum of one (1) shift per month and at least one (1) Spring/Summer Holiday (Memorial Day, Fourth of July or Labor Day) and one (1) Winter Holiday (Thanksgiving, Christmas Day, New Year’s Day, or Christmas Eve). Christmas Eve holiday is contingent on OPEIU acceptance of exchange with President’s day, and will be effective during the first full year after OPEIU acceptance of the exchange.

4.7 Resource Nurse. This nurse is a member of a pool of nurses that possess the skill and ability to fully care for patients in a wide variety of nursing departments. Resource nurses are regularly scheduled to work in the different nursing departments to fill scheduling or staffing needs and/or vacancies. Units supported by Resource Nurses include: Short Stay, PACU, Med/Surg, ACU, Emergency and Mother Baby Unit.

Upon discussion with a nurse and a review of experience and education, Samaritan Healthcare will determine the core units the Resource Nurse is qualified for, based upon Samaritan’s assessment of competencies.

4.8 Month and Year. For the purpose of this contract and method of computing wage increments, benefit accrual and seniority, a month shall be defined as one hundred seventy-three point three (173.3) compensated hours and a year shall be defined as two thousand eighty (2080) hours to a maximum of two thousand eighty (2080) compensated hours per calendar year. Hours compensated shall include all actual hours worked and all hours paid for but not worked exclusive of the overtime premiums, other premiums, and standby hours.

4.9 Straight Rate of Pay. The straight rate of pay shall be defined as the nurse’s base rate as set forth in Article 6 of this contract plus any applicable service (longevity) increment.

4.10 Regular Rate of Pay. For the purpose of computing wages and benefits, the regular rate of pay shall be defined as the nurse's straight time rate of pay, as set forth in Article 6, plus any applicable shift differential and/or premium pay, except as otherwise provided herein.

4.11 Nondiscrimination. Neither the Hospital nor the Union shall discriminate against any nurse with respect to the nurse's employment at Samaritan Healthcare because of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, military or veteran status, gender expression or identity, ancestry, nurse or nurse's family's genetic information, disability or any other classification protected by law.

4.12 Americans with Disabilities Act. The Americans with Disabilities Act ("ADA") and RCW 49.60 imposes certain requirements on an employer with regard to the hiring and retention of employees. Notwithstanding any other provisions of this contract, the Employer may take any action it deems necessary in order to comply with the provisions of either law. Where possible, the Union shall be notified at least fourteen (14) days prior to the intended implementation of any action and, upon request, the Employer shall meet with the Union to explain the reasons for the action to be taken.

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

5.1 Normal Work Day. A normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8½) consecutive hours.

5.2 Normal Work Period. The normal work period shall consist of eighty (80) hours of work within a fourteen (14) day period.

5.3 Rest Periods. Nurses shall receive one (1) ten (10) minute rest period during each four (4) hour period of work and a thirty (30) minute meal period on the nurse's own time to be provided within one-half (½) hour of the cafeteria's normal hours. If a nurse is required by the Hospital to remain on duty during the meal period, such time shall be considered as time worked for pay purposes. Employees required to wear pagers during their meal period will be paid standby pay. The Employer will make a good faith effort to provide adequate relief for meal and rest periods. Rest periods shall normally be taken in uninterrupted 10 minute segments. However, if workload prevents an uninterrupted break the employee may take their break on an intermittent basis consistent with the provisions of WAC 296.126.092. Meal facilities and/or vending machines will be provided for nurses. Nurses who are not relieved or who are unable to leave their unit for their meal period will be paid for their meal period at the rate of time and one-half (1½). During this leave period, nurses are free to leave the premises. All missed meal/rest periods will be recorded in the Hospital's timekeeping system and the edit log. There shall be no retaliation for recording missed meal/rest periods. Holding nurses accountable for time management shall not be construed as "retaliation" under the above sentence.

5.4 Innovative Work Schedules. Innovative work schedules may be established by the Employer with the consent of the nurse(s) involved. Prior to implementing an innovative shift, the Employer and the Union will meet to negotiate the terms and conditions of employment related to that innovative work schedule.

5.5 Schedules. The Hospital shall determine and post monthly work schedules at least ten (10) days prior to the effective date of that schedule. Established (posted) schedules may be amended only by mutual consent of the nurse and supervisor. The Hospital will make every reasonable effort to accommodate schedule changes, providing the essential nursing skills are available to perform required nursing care.

5.6 Rest Between Shifts. In scheduling work assignments, the Hospital 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 paid at the rate of time and one-half (1½), and any shift starting within this twelve (12) hour period shall be at time and one-half (1½) for all hours worked during that shift. This section shall not apply to standby and callback assignments performed pursuant to Article 7. For nurses working innovative work schedules (ten (10), twelve (12) or a combination of eight (8), ten (10) and twelve (12) hours shifts) Appendix A, B, and C shall apply.

5.7 Weekends. Nurses will be given every other weekend off. Weekend work in excess of the above shall be at the rate of time and one-half (1½) the regular rate of pay of the nurse concerned for the shift concerned. This section shall not apply to part-time nurses or to full-time nurses who voluntarily agree to more frequent weekend duty. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. Any time worked during a weekend scheduled off shall be paid for at the rate of time and one half (1½).

5.8 Overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay. Overtime will be paid:

- 1) If a nurse works over eight (8) hours per day or over eighty (80) hours per fourteen (14) day period where the nurse is working an eight (8) hour shift, the nurse will be paid at the rate of one and one-half (1½) the nurse's regular rate of pay for the first two hours and any additional hours will be paid at double time.
- 2) If a nurse works more than forty (40) hours in a seven (7) day period where the nurse is working a schedule other than an eight (8) hour shift and has signed a forty (40) hour agreement. For twelve (12) hour shifts, overtime is paid as defined in the MOU regarding twelve (12) hour shifts.

5.8.1 Overtime Authorization. All overtime must be approved by supervision. All overtime worked by a nurse should be authorized in advance if possible. If it is not possible on the day overtime is worked to secure authorization in advance, the nurse shall record the overtime on the day overtime is worked and the reasons therefore and give it to the Department Head or designee at the earliest opportunity.

5.8.2 Overtime shall be considered in effect if fifteen (15) minutes or more are worked after the end of the scheduled shift. Overtime will be computed and paid for to the nearest fifteen (15) minutes.

5.8.3 Nurses are expected to notify the appropriate director/supervisor or staffing office in potential instances where overtime and/or premium pay may be applicable.

5.9 Time Paid For But Not Worked. Time paid for but not worked shall not count as time worked for purposes of computing overtime. Excluding emergency situations, the Hospital as a matter of policy shall not reschedule a nurse for extra work because of time off with pay.

5.10 Traveling Nurse. A registered 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. All time spent traveling with the patient shall be considered time worked. Overtime will apply when appropriate. If the return trip to the Hospital is not to be by the ambulance, etc., in which the nurse traveled with the patient, the nurse's return trip transportation and all other directly related expenses shall be provided.

5.11 Shift Rotation. Except for emergency situations as defined by the Employer, there shall be no rotation of shifts except by mutual agreement between the Employer and the employee.

5.12 Double Shift. In the event that a nurse works a double eight (8) hour shift, the first two (2) hours of overtime will be at one and one-half (1½) the regular rate of pay plus applicable premiums, and double time (2x) for all additional consecutive hours. This clause shall not apply to nurses working ten (10) and twelve (12) hours shifts, or to OR callback which is not an eight (8) hour extension of a scheduled work shift.

5.13 Benefit Accrual. Paid time off and overtime hours worked shall be regarded as time worked for purpose of the accrual of benefits.

5.14 Payroll Checks. Payroll checks shall reflect number of hours worked, rates of pay, and accruals for PTO and extended sick leave.

5.15 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1½) or double time (2x). When a nurse is eligible for two (2) or more forms of time and one-half or double time, the nurse will only receive the highest pay rate.

## **ARTICLE 6 - COMPENSATION**

6.1 Wage Rates. Currently employed nurses shall be placed on the applicable step in the salary schedule to reflect their length of service with the Hospital, effective with the effective date of the contract.

**Acute Site RN Wages**

| <b>Step</b>    | <b>1/1/2016<br/>3%</b> | <b>1/1/2017<br/>3%</b> | <b>1/1/2018<br/>3%</b> |
|----------------|------------------------|------------------------|------------------------|
| <b>Base</b>    | <b>27.96</b>           | <b>28.80</b>           | <b>29.67</b>           |
| <b>Step 1</b>  | <b>28.82</b>           | <b>29.68</b>           | <b>30.57</b>           |
| <b>Step 2</b>  | <b>29.65</b>           | <b>30.54</b>           | <b>31.46</b>           |
| <b>Step 3</b>  | <b>30.52</b>           | <b>31.43</b>           | <b>32.38</b>           |
| <b>Step 4</b>  | <b>31.35</b>           | <b>32.29</b>           | <b>33.26</b>           |
| <b>Step 5</b>  | <b>32.20</b>           | <b>33.16</b>           | <b>34.16</b>           |
| <b>Step 6</b>  | <b>33.04</b>           | <b>34.03</b>           | <b>35.05</b>           |
| <b>Step 7</b>  | <b>33.90</b>           | <b>34.91</b>           | <b>35.96</b>           |
| <b>Step 8</b>  | <b>34.75</b>           | <b>35.79</b>           | <b>36.87</b>           |
| <b>Step 9</b>  | <b>35.60</b>           | <b>36.66</b>           | <b>37.76</b>           |
| <b>Step 10</b> | <b>36.44</b>           | <b>37.53</b>           | <b>38.66</b>           |
| <b>Step 11</b> | <b>37.30</b>           | <b>38.42</b>           | <b>39.57</b>           |
| <b>Step 12</b> | <b>38.14</b>           | <b>39.29</b>           | <b>40.46</b>           |
| <b>Step 13</b> | <b>39.00</b>           | <b>40.17</b>           | <b>41.37</b>           |
| <b>Step 14</b> | <b>39.83</b>           | <b>41.03</b>           | <b>42.26</b>           |
| <b>Step 15</b> | <b>40.69</b>           | <b>41.91</b>           | <b>43.16</b>           |
| <b>Step 16</b> | <b>41.54</b>           | <b>42.79</b>           | <b>44.07</b>           |
| <b>Step 17</b> | <b>42.38</b>           | <b>43.66</b>           | <b>44.97</b>           |
| <b>Step 18</b> | <b>43.23</b>           | <b>44.53</b>           | <b>45.86</b>           |
| <b>Step 19</b> | <b>44.07</b>           | <b>45.40</b>           | <b>46.76</b>           |
| <b>Step 20</b> | <b>44.92</b>           | <b>46.27</b>           | <b>47.65</b>           |
| <b>Step 22</b> | <b>45.78</b>           | <b>47.16</b>           | <b>48.57</b>           |
| <b>Step 24</b> | <b>46.62</b>           | <b>48.02</b>           | <b>49.46</b>           |
| <b>Step 26</b> | <b>47.47</b>           | <b>48.90</b>           | <b>50.36</b>           |
| <b>Step 28</b> | <b>48.31</b>           | <b>49.76</b>           | <b>51.25</b>           |
| <b>Step 30</b> | <b>49.17</b>           | <b>50.65</b>           | <b>52.17</b>           |
| <b>Step 32</b> | <b>50.16</b>           | <b>51.67</b>           | <b>53.22</b>           |
| <b>Step 34</b> | <b>51.16</b>           | <b>52.69</b>           | <b>54.28</b>           |
| <b>Step 36</b> | <b>52.18</b>           | <b>53.75</b>           | <b>55.36</b>           |
| <b>Step 38</b> | <b>53.23</b>           | <b>54.83</b>           | <b>56.47</b>           |
| <b>Step 40</b> | <b>54.29</b>           | <b>55.92</b>           | <b>57.60</b>           |

(Increases to be effective with the first payroll period after 1/1/2016, 1/1/2017 and 1/1/2018 respectively). The current Step schedule will remain in effect for the life of the contract.

- 6.1.1 Wage Rates set forth below will be applicable to those nurses employed in Urgent Care and/or physicians' offices. These rates will only be applicable when working in these departments. In the event a nurse is placed lower than their rate

at the execution of this contract, such nurse shall be grandfathered at their current rate, until their next anniversary increase.

**Clinic RN Wages**

| <b>Step</b> | <b>1/1/2016</b> | <b>1/1/2017</b> | <b>1/1/2018</b> |
|-------------|-----------------|-----------------|-----------------|
|             | <b>3%</b>       | <b>3%</b>       | <b>3%</b>       |
| <b>Base</b> | <b>22.37</b>    | <b>23.04</b>    | <b>23.73</b>    |
| <b>1</b>    | <b>23.08</b>    | <b>23.77</b>    | <b>24.49</b>    |
| <b>2</b>    | <b>23.81</b>    | <b>24.53</b>    | <b>25.26</b>    |
| <b>3</b>    | <b>24.51</b>    | <b>25.25</b>    | <b>26.01</b>    |
| <b>4</b>    | <b>25.25</b>    | <b>26.00</b>    | <b>26.78</b>    |
| <b>5</b>    | <b>25.96</b>    | <b>26.73</b>    | <b>27.54</b>    |
| <b>6</b>    | <b>26.68</b>    | <b>27.48</b>    | <b>28.30</b>    |
| <b>7</b>    | <b>27.41</b>    | <b>28.23</b>    | <b>29.08</b>    |
| <b>8</b>    | <b>28.12</b>    | <b>28.96</b>    | <b>29.83</b>    |
| <b>9</b>    | <b>28.83</b>    | <b>29.69</b>    | <b>30.59</b>    |
| <b>10</b>   | <b>29.55</b>    | <b>30.44</b>    | <b>31.35</b>    |
| <b>11</b>   | <b>30.27</b>    | <b>31.18</b>    | <b>32.12</b>    |
| <b>12</b>   | <b>30.99</b>    | <b>31.92</b>    | <b>32.88</b>    |
| <b>13</b>   | <b>31.70</b>    | <b>32.65</b>    | <b>33.63</b>    |
| <b>14</b>   | <b>32.42</b>    | <b>33.40</b>    | <b>34.40</b>    |
| <b>15</b>   | <b>33.14</b>    | <b>34.13</b>    | <b>35.15</b>    |
| <b>16</b>   | <b>33.87</b>    | <b>34.88</b>    | <b>35.93</b>    |
| <b>17</b>   | <b>34.58</b>    | <b>35.61</b>    | <b>36.68</b>    |
| <b>18</b>   | <b>35.30</b>    | <b>36.36</b>    | <b>37.45</b>    |
| <b>19</b>   | <b>36.02</b>    | <b>37.10</b>    | <b>38.21</b>    |
| <b>20</b>   | <b>36.74</b>    | <b>37.84</b>    | <b>38.98</b>    |
| <b>22</b>   | <b>37.45</b>    | <b>38.57</b>    | <b>39.73</b>    |
| <b>24</b>   | <b>38.16</b>    | <b>39.31</b>    | <b>40.49</b>    |
| <b>26</b>   | <b>38.89</b>    | <b>40.06</b>    | <b>41.26</b>    |
| <b>28</b>   | <b>39.59</b>    | <b>40.78</b>    | <b>42.00</b>    |
| <b>30</b>   | <b>40.31</b>    | <b>41.52</b>    | <b>42.77</b>    |

(Increases to be effective with the first payroll period after 1/1/2016, 1/1/2017 and 1/1/2018 respectively). The current Step schedule will remain in effect for the life of the contract.

6.1.2 Effective 1/1/2016 a lump sum payment of 1% of base salary will be paid every other year to RN's who have been at Step 40 for one or more years. Base salary will be calculated by using the nurse's hourly rate multiplied by the nurse's scheduled FTE.



6.2 Compensation Increase. Wage increases set forth herein shall become effective at the beginning of the first pay period closest to the dates designated.

6.3 Longevity Increase. Annual longevity steps for employees shall become effective the beginning of the pay period following twelve (12) calendar months of continuous work.

If a nurse is absent for more than one hundred eighty (180) consecutive days, such absence will not count as "continuous work" and longevity steps will be postponed accordingly.

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.

6.4 Per diem nurses will be hired at the appropriate step based on past experience or years with the Hospital and will receive fifteen percent (15%) in lieu of benefits. Per diem nurses will progress to the next higher step after completion of two thousand eighty (2080) hours of work.

6.5 An LPN that has been employed at Samaritan Hospital and becomes an RN will maintain their vacation and sick leave accrual at the level they had as an LPN and will be placed at a wage step level not less than their LPN compensation.

#### **ARTICLE 7 - PREMIUM PAY**

7.1 Shift Differential. Nurses assigned to work the second shift (3 - 11 p.m.) shall be paid a premium of two dollars and seventy-five cents (\$2.75) per hour over their straight rate of pay. Nurses assigned to work the third shift (11 p.m. - 7 a.m.) shall be paid a premium of four dollars (\$4.00) over their straight rate of pay. Nurses will be paid shift differential for all hours worked on a shift requiring shift differential.

RN's working in Physician Offices and/or Urgent Care shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour. Shift differential only applies to employees working one (1) hour or more during the appropriate time frame. The time frame shall be all hours worked on or after 5:30 p.m.

7.2 Standby Pay. Nurses who agree to be on standby shall be paid at the rate of four dollars (\$4.00) per hour. Standby will be paid in addition to hours actually worked during the time the nurse is on standby status.

7.2.1 If a nurse is called and not required to report for work, but can resolve the problem from home, the nurse will be paid the actual time worked or a minimum of thirty (30) minutes, whichever is greater, at the nurse's regular rate of pay. This shall apply regardless of whether the nurse is on standby status.

7.3 Surgery Callback Pay. Any time actually worked in callback shall be compensated at the rate of time and one-half (1½) of the regular rate of the nurse concerned. When called back, the nurse shall receive time and one-half (1½) for a minimum of two (2) hours, but not more than eight (8) hours' pay at time and one-half (1½) unless actually worked.

Callback pay on a holiday shall be in addition to the straight rate of pay for the holiday. Work scheduled before the shift ends but not completed until after the end of the normal work day shall not be considered callback time but will be considered overtime. Surgery callback will commence when a nurse is relieved from duty. Any callback worked in excess of sixteen (16) hours within the time period Friday, 3:00 p.m. to Monday, 6:00 a.m. will be compensated at the rate of double time (2x).

7.4 Day Off Callback. In the event a full-time or part-time acute-care nurse agrees to work on a scheduled day off, the nurse shall receive a minimum of two (2) hours' work or two (2) hours' pay at time and one half (1 ½) the nurse's regular rate of pay. The two (2) hour minimum will not apply to nurses who come in to educational meetings or staff meetings on their day off. Full time RN's working in Physician Offices and/or Urgent Care who agree to work on a scheduled day off shall receive one and one-half (1 1/2x) the nurse's regular rate of pay. Part time RN's working in Physician Offices and/or Urgent Care who agree to work on a scheduled day off, shall receive straight time for all hours worked up to 40 hours in one week. One and one-half (1 1/2x) the regular rate of pay shall be paid for all hours worked above 40 hours in a work week. If a nurse agrees to work on an unscheduled holiday on short notice (defined as less than 24 hours notice) the nurse shall be compensated at the rate of double time (2X).

7.5 Weekend Premium. The weekend premium shall be three dollars and seventy-five cents (\$3.75) per hour. Such premium is excluded from overtime premium calculations unless otherwise required by the Fair Labor Standards Act. The weekend will be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday for those nurses working eight (8) hour shifts. For nurses working twelve (12) hour shifts, the weekend will be defined as all hours worked between 7:00 p.m. Friday and 7:00 p.m. Sunday.

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

7.7 Charge Nurse Pay. A nurse assigned as Charge shall receive a premium of three dollars and fifty cents (\$3.50) per hour. Permanent Charge RNs shall receive charge nurse pay on all worked and non-worked hours, to specifically include PTO, EIB, Bereavement, Jury Duty and Military Leave. A Permanent Charge is defined as a staff nurse that has been selected to fill a Permanent Charge Nurse position, has a job code of M430, Charge RN, and spends one hundred percent (100%) of their time at work in the Charge RN capacity. Permanent Charge RNs who voluntarily agree to work additional shifts as a Staff RN will not be paid Charge Nurse Pay for those additional shifts.

7.8 Preceptor Premium. A nurse assigned as preceptor shall receive a premium of two dollars (\$2.00) per hour for all hours assigned to precepting students, new graduate nurses, and nurses needing clinical skills training. A preceptor is defined as an experienced, clinical nurse proficient in teaching, who is specifically responsible for planning, organizing and evaluating the new skill development of a new nurse. Prior to accepting a preceptor assignment, nurses must complete the Preceptor Training Class offered by Samaritan Healthcare. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Management will determine the need for preceptor

assignments and the time required for precepting, if any. It is understood that nurses, in the ordinary course of their responsibilities, will be expected to participate in the general process of assisting new nurses requiring department orientation. This would include providing informational assistance, support and guidance to new nurses. Preceptor pay shall not apply to students who are not participating in a formal precepting program. Preceptor pay shall apply to all RNs who have accepted a position within a new department.

7.9 Certification Premium. Full-time and part-time nurses regularly scheduled twenty-four (24) hours or more per pay period who become nationally certified in recognized clinical specialties will receive one thousand dollars (\$1,000) (pro rata for part-time) upon certification and every six (6) months they remain certified and the nurse continues to meet all educational and other requirements to keep the certification current and in good standing.

Certified nurses will notify their respective Nurse Managers in writing at the time certification is received, providing a copy of the original certification contract. Eligibility for certification payment will be based on (1) assigned to work in the area of certification, and (2) performance of specific function related to the certification, including in-service education, patient education, preceptorships, participation in continuing education and professional programs and by role modeling as demonstrated by an increased level of clinical and professional competence. Nurses will be paid for no more than one (1) certification.

Payment for certification shall be included with the nurse's regular scheduled bi-weekly payroll. Requests must be completed in writing. Payment for certification premium shall be made on (1) time per month on a schedule to be determined by the Payroll Department. Payments shall be calculated in accordance with State and Federal Tax Laws.

7.10 Mileage. Subject to prior approval, nurses required to use their personally owned automobile on Hospital business will be reimbursed for their mileage at the current IRS recognized rate for mileage reimbursement.

## **ARTICLE 8 - EMPLOYMENT PRACTICES**

8.1 Probationary Period. The first ninety (90) calendar days of employment shall be a probationary period. After successful completion of the probationary period, the nurse shall be considered a regular nurse, unless specifically advised by the Hospital in writing of an extended probationary period not to exceed an additional ninety (90) calendar days. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. During a probationary period, each nurse shall be evaluated by their supervisor, a copy of which shall be given to the nurse. Unless specified otherwise, all applicable benefits shall accrue from date of hire; however, probationary nurses shall not be eligible to receive any fringe benefits until successful completion of the probationary period.

8.2 Notice of Termination. Regularly scheduled nurses shall be entitled to twenty-one (21) calendar days' notice of termination or pay in lieu thereof, plus any accrued vacation, except in cases of discharge for just cause.

8.3 Notice of Resignation. Regularly scheduled nurses shall be required to give twenty-one (21) calendar days' written notice of resignation. Failure to give such notice may result in loss of accrued fringe benefits. The Hospital will give consideration to situations that would make such notice by the nurse impossible. Payment of accrued benefits may be prorated in accordance with the amount of notice given by the nurse.

8.4 Exit Interview. An exit interview is recommended and is to be granted when requested, either by the nurse or the Hospital.

8.5 Discipline and Discharge. No 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. Nurses shall be requested to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of a union representative during any disciplinary meeting which may lead to disciplinary action. In the event of an investigatory meeting, the nurse may request a third party of his or her choosing to be in attendance, provided such request does not delay the investigation. The Hospital will notify the Union in writing within twenty-four (24) hours, exclusive of weekends and holidays, following notice of discharge or suspension to any employee in the bargaining unit.

8.6 Evaluations. Formal written performance evaluation of each regularly scheduled nurse will be carried out during the probationary period and not less than annually thereafter. In the absence of annual evaluations, performance shall be considered satisfactory.

When such a formal written evaluation is carried out, the nurse shall read and sign the evaluation. If a nurse disagrees with an evaluation, the nurse may object in writing to the evaluation, and such objection will be retained by the Hospital with the evaluation. The nurse will be given a copy of the evaluation. Evaluation criteria will be communicated to the nurse. Attendance at staff meetings is one such criterion. Attendance at a minimum of seven (7) mandatory, regularly scheduled unit staff meetings is expected unless excused. Meeting notices with agenda will be posted in advance and notice will be provided should such meetings be cancelled. In lieu of notice, the nurse will receive one (1) hour of pay at the regular rate, unless the Hospital has made a bona fide attempt to notify the nurse of the cancellation. Should attendance fall below seven (7) meetings per year, disciplinary action may result. If a staff meeting is cancelled by management, those meetings count as excused. If a nurse is assigned to work during a staff meeting or if the staff meeting is cancelled by management, those meetings count as excused.

8.7 Personnel Information. The nurse's personnel file shall be maintained in the Human Resources Department. Upon a nurse's request in writing to the Personnel Office, the nurse's personnel file will be made available for inspection by the nurse in the Human Resources Office. Copies of written personnel action forms, written counseling and warning notices, and evaluations will be maintained in the nurse's personnel file. The nurse will receive a copy of each Personnel Action Form and any written counseling warning notices.

8.7.1 Personnel Action Forms. Written Personnel Action Forms shall be used to specify employee status, job title, rate of pay, number of hours worked, unit, shift, termination, change of position and leave of absence. Reasons for a termination, change in status, change in pay, and leave of absence shall be noted on the form by the Employer and signed by the nurse.

8.7.2 Written Records. Written records shall be readily available for nurses to determine number of hours worked, rate of pay, sick leave accrued, vacation accrued, and low census hours taken.

8.8 Floating. All nurses can float to assist another unit and function to the scope of their practice as a basic RN. To take a full patient assignment, as defined in the unit specific competencies, a nurse must be oriented and complete the unit competencies. All nurses are expected to float for legitimate patient care needs. The need to float from one department to another will be determined by the Point of Entry Care Manager and/or Unit Director. Floating assignments will be rotated within the department. Reasonable effort will be made to have an equitable distribution of floating among all employees within a unit. Questions regarding floating decisions may be referred to the Nurse Advisory Committee for clarification at a later date.

In the event that a nurse must be floated to another unit the following order will be utilized, in conjunction with consideration for the nurses skill, ability, staffing and patient care need:

1. Agency RNs
2. Travelers
3. Per Diem Nurses
4. Nurses working a "bubble sheet" shift
5. All other full time and part time nurses

A nurse who accepts a shift to work on their home unit, on short notice (24 hours or less), would not be required to float.

8.8.1 Floating Orientation. The employer will make available orientation opportunities for nurses. Nurses who float will be expected to perform as either a Flex-float RN or Cross-Trained RN (as defined below), but will not be expected to perform tasks or procedures specifically applicable to the nursing unit for which they have not been currently or adequately trained within the last six (6) months. Every nurse that is floated to another unit will be provided with a "Buddy" to assist them.

A "Buddy Nurse" is a competent unit nurse designated to be the resource for a nurse who floats to the unit. The relationship will last for the duration of the shift when the floating nurse is on the unit.

It shall be the responsibility of the floating nurse involved to inform the "Buddy Nurse" of any task for which the floating nurse feels inadequately prepared. It is the responsibility of both parties to communicate concerns to the Point of Entry Care Manager and/or Unit Director.

8.8.2 Task RN. This nurse performs basic Registered Nurse competency skills and provides additional assistance to core staff. This nurse has a specialty that may require returning to the nurse's home department. When requested to return to her/his home department, a Task RN shall return within thirty (30) minutes. Task RNs will not be given a full patient assignment. Task assignments shall be determined by the Unit Director and/or Charge Nurse. Task assignments shall not result in additional premium pay.

8.8.3 Cross Trained RN. This nurse is fully oriented, trained and qualified to perform clinical duties in a unit other than their home unit. Individuals classified as Cross Trained RNs are able to perform work at a level of competency equal to a unit's regular staff. Cross Trained RNs are capable of taking on full patient assignments. Nurses interested in working in other departments as Cross Trained RNs will notify their respective Unit Director in writing. Prior to being classified as a Cross Trained RN a department specific skills checklist must be obtained and completed. The completed checklist and PAR requesting Cross Trained status must first be approved by Nursing Administration. It shall be the responsibility of the nurse involved to inform the Unit Director of any task for which they feel inadequately prepared. Checklists shall be reviewed annually. Clinical skills requiring updates are the responsibility of the nurse. Low census hours may be utilized for cross-training and updating skills and competency lists. Upon successful completion of the skills checklist, the nurse will be eligible to receive a two dollar (\$2) per hour differential when required to float as a Cross Trained RN.

8.9 Uniforms and Equipment. In units where the working conditions require scrub uniforms (OR, PACU, L&D and Nursery), the Hospital will provide and launder scrubs. Nurses working in all other units will be allowed to wear scrub uniforms, purchased and laundered by nurses, maintaining a professional appearance.

8.10 The Hospital will provide the nurses with policies, procedures, equipment, supplies and education to meet the health related standards of WISHA, OSHA and CDC.

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

8.12 Payback for Specialty Training. The Employer may, as a condition of hire, institute pay-back to the Hospital for specialty orientation/training expenses if the employee terminates within twelve (12) months of the completion of such training.

8.13 Washington State License. Nurses will be required to have a current Washington State License as a condition of employment. Failure to have a validated copy will result in suspension.

## **ARTICLE 9 - SENIORITY/JOB SECURITY**

9.1 Seniority. For purposes of this contract, seniority shall mean a nurse's continuous length of service, based on hours compensated as a bargaining unit member, consistent with 4.8.1. Seniority shall not apply to a nurse until they have completed the probationary period. Upon satisfactory completion of the probationary period, the nurse shall be credited with seniority from most recent date of hire.

9.2 Job Opening. The Employer agrees to post notices of job openings within the bargaining unit at least seven (7) days in advance of selection. Currently employed full-time and part-time nurses shall be given first consideration for all positions within the bargaining unit for which they are qualified based on seniority, provided skills, ability, performance and experience are considered substantially equal in the opinion of the Employer. For the purpose of this section, performance will be evaluated on relevant and objective criteria related to the specific job opening for which the nurse is applying.

9.2.1 Applicants. Applicants for such positions shall submit their applications in writing using the Transfer Request Form. A separate application must be made for each position. Applications must be received by the Human Resources Department within seven (7) calendar days of the original posting in order to be considered. Applicants denied the position will be informed as such in writing.

9.2.2 Voluntary Transfers. Nurses that accept a position within another unit will be required to work the remainder of their posted schedule or twenty-one (21) days, whichever is greater, before the transfer will take effect. Transfers will take effect at the beginning of a pay period. Nurses may remain in their original department longer if all parties (Management & RN) agree.

9.2.3 Scheduling Changes. Changes in scheduling (days off, shift length, start & end times) will be handled in the following manner:

\* Changes that affect 20% or more of the employees within a department will be processed using the most recent seniority roster. Positions will be filled by seniority beginning with the most senior nurse within the department.

\* Changes that affect more than one department will be processed using the most recent seniority roster. Positions will be filled by seniority beginning with the most senior nurse within the affected departments.

\* Changes that affect a small number of individuals (less than 20%) will be managed between the affected staff members and the Unit Director. If agreement between the parties cannot be reached, then seniority shall apply.

\* Permanent reductions in the workforce will be handled in accordance with 9.3 of the current agreement.

9.3 Layoff and Involuntary Transfer or Reassignment. Layoff shall be defined as mandatory elimination of work hours resulting in separation of employment, exclusive of low census. Involuntary transfer or reassignment shall be defined as an involuntary change in shift, hours or unit, exclusive of low census.

In the event of a layoff or involuntary transfer or reassignment, the Hospital shall notify the Union and the nurses involved a minimum of twenty-one (21) days prior to the impending layoff or involuntary transfer or reassignment. Twenty-one (21) days' pay in lieu of notice will be granted to regularly scheduled nurses if appropriate notice is not given in layoff circumstances only.

Where skill, competency and ability of nurses are substantially equal as determined by the CNO/Patient Care Administrator based on contracted evaluations, nurses shall be laid off or reduced in the following order:

- 1) New nurses on probationary status;
- 2) Per diem regularly scheduled/temporary;
- 3) Regularly scheduled nurses in order of seniority.

Nurses may not utilize seniority to bump from one employment location to another, *e.g.*, from acute site to physician's office, and vice versa.

Upon layoff, or involuntary transfer or reassignment, the names of such nurses shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff or involuntary transfer or reassignment. A nurse shall be removed from the roster only upon reemployment, refusal to accept regularly scheduled work, or at the end of the twelve (12) month period.

Seniority shall be the determining factor for layoff, involuntary transfer or reassignment and recall, providing that skill, competency and ability are considered substantially equal, based on contracted evaluations as determined by the CNO/Patient Care Administrator. The Hospital will give every consideration to reassigning and reorienting nurses to different departments prior to layoff.

9.4 Recall from Layoff. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, providing that skill, competency and ability are considered substantially equal based on contracted evaluations as determined by the CNO/Patient Care Administrator. Upon reinstatement from such roster, the nurse shall have all previously-accrued benefits and seniority restored.



Nurses on layoff shall be entitled to reinstatement to a position for which he/she is qualified, prior to any nurse being newly hired.

9.5 Recall from Involuntary Transfer or Reassignment. Nurses will be considered to be on recall until such nurse's position, unit and shift are restored, unless a service is eliminated. The nurse will be removed from the call roster if she/he has been offered the position held at the time of commencement of the involuntary transfer or reassignment and has refused, or at the end of the twelve (12) month period. Qualified nurses shall be recalled before new nurses are hired or vacancies are posted.

9.6 Low Census. Low census will be defined as a need to temporarily reduce hours due to a decline in patient care requirements.

Prior to reducing hours as a result of low census, the Hospital will attempt to reassign employees to other departments and/or projects. If such reassignment is not possible, as determined by the Hospital, low census reduction in hours shall be assigned in the following order dependent upon skills and ability:

1. Agency Nurses
2. Premium (Overtime and Double-time) pay Nurses
3. Nurses that request or volunteer for low census
4. Per Diem Nurses
5. Traveling Nurse
6. Full time and Part time nurses by low census hours, then seniority

The Hospital will attempt to provide work for as many nurses as possible but will not keep nurses on duty when there is no reasonable work for them to do. Work shall be defined as direct patient care, indirect activities, such as development of procedures, policies, in-service problems, or orientation to other units. Low census shall be rotated among all staff consistent with the following:

1. Low census shall be rotated on a monthly basis.
2. Implementation of rotation shall be by shift/day on a seniority basis.
3. No individual shall be mandatorily low censused in excess of twenty-four (24) hours per month.
4. Voluntary low census shall apply to the monthly twenty-four (24) hour low census cap.

5. Low census days may be made up provided such make-up does not require overtime or premium compensation.
6. Resource Nurses will be included, along with full, part time and per diem nurses, in the low census rotation as defined in this agreement.
7. Travelers and Agency nurses will be included in the low census rotation and will either be sent home, reassigned or retained as extra staff.
8. Days which are above the FTE hire level are exempt from the twenty-four (24) hour monthly cap. Low census make-up days shall be included in such calculation.
9. Charge Nurses will not be low censused unless another qualified Charge RN is available to work the shift or the census is so low that Charge RN duties are not needed to be performed.
10. Preceptors shall not be low censused unless another qualified Preceptor is available to work the shift. New orientees will generally not be low censused during the orientation period so they can complete their training in a timely manner. However, if the patient census drops so low that the majority of the nurses within a department will need to low census, then the new orientees will also be low censused.
11. Nothing herein shall be construed to preclude the Hospital from implementing a layoff at any time, in accordance with 9.3.

Low census day shall not be deducted from a regularly scheduled nurse's anniversary date for the purpose of benefit accruals and seniority. Regularly scheduled nurses shall not be placed on a low census if per diem nurses are working on a unit for which the nurse is qualified to do the work needed. If nurses are given low census so they work less than the hours for which they were hired in a pay period, that nurse will be offered additional work the next time the need arises, at the straight time rate of pay.

A nurse that is making up a Low Census day will have priority over a premium pay nurse provided that skills and ability as defined by the nursing unit are equal. It is the nurse's responsibility to communicate to the Staffing Office/Unit Director that they are available to make up a low census day. Low census make up days are paid at straight time including the appropriate shift differentials and premiums.

Low census is on a per unit basis except for premium pay nurses where skills and abilities are considered equal. A nurse making up a low census day at straight time can replace a nurse working a "bubblesheet" shift. The "replacement" must be within the same pay period.

Low census days made up within the same week shall be paid at straight time. Low census days made up in another week, but the same pay period, will be paid according to the overtime agreement on file for the affected nurse.

In the event the low census shift is less than the "bubblesheet" shift then the nurse that originally agreed to the "bubblesheet" shift is responsible to fulfill the remainder of the shift unless both parties agree to the arrangements. Hours above the low census make up hours will be paid in accordance with section 5.8 of the current labor agreement.

If there is agreement between the nurse and the unit, the work schedule can be amended to decrease low census. This flexibility affects the posted schedule only. The nurse being asked to change schedules has the final determination.

Nurses may request voluntary low census no more than 48 hours in advance of their scheduled shift. The request for low census must be made, in writing, to the Staffing Office and/or Unit Director. Requests for voluntary low census will be rotated amongst the nurses within the department, beginning with the highest senior nurse. A nurse's request for voluntary low census is subject to the Hospital's determination as to its needs relating to patient care based on the nurse's skills and abilities.

9.6.1 Low Census Standby. Any full-time or part-time nurse placed on low census standby shall receive twenty-five percent (25%) of their regular salary. Nurses called in to work while on low census standby shall be paid for all work performed at their regular rate of pay. Nurses placed on low census standby shall be available to return to work when the need arises. Nurses will accrue benefits and seniority on low census standby.

9.6.2 Reporting Pay. Any nurse who reports for work as scheduled without receiving at least one (1) hour's prior notice that no work is available shall receive payment for two (2) hours' work at the regular rate of pay. Should the Hospital make a bona fide attempt to notify the nurse of a cancellation of shift but be unsuccessful in doing so, this provision shall not apply. It shall be the responsibility of the nurse to maintain a current address and telephone number listing with the Hospital. Failure to do so shall excuse the Hospital from the notification requirements provided herein.

9.6.3 Temporary Reduction in Patient Census or Surgical Schedules. When advised of reductions in patient census or surgical schedules, nurses may request time off without pay.

9.7 Additional Hours. Part-time nurses desiring additional hours up to full-time shall notify the Nurse Manager in writing. The Hospital will make a good faith effort to utilize regularly scheduled nurses prior to scheduling per diem nurses or hiring new nurses. Positions and hours may be combined to achieve full-time status upon Hospital approval.

## **ARTICLE 10 - PAID TIME OFF**

10.1 Purpose. The Hospital shall provide a consolidation of vacation, holidays and a portion of sick leave benefits in a benefit called Paid Time Off (PTO). The purpose of the PTO Plan is to provide employees the flexibility in using earned leave days to best meet individual needs and desires for personal health, family, holidays, recreation, business, low census or leisure time. Earned PTO may be used for any personal absence the employee wishes.

10.2 Eligibility. Regular full-time and part-time employees are eligible to start accruing PTO benefits upon completion of a satisfactory probation period. Part-time employees will accrue PTO benefits on a pro rata basis. After ninety (90) days' continuous employment, the employee may schedule and take PTO to the extent that they have earned. PTO should be scheduled by the employee in such a way as will least interfere with the function of a particular department and the continuity of patient care.

10.3 Access. The Unit Directors will be responsible for approval of PTO to provide for adequate staffing patterns for the Hospital. Employees are required to submit a PAR (Personal Request Form) or enter the request into the Kronos timekeeping system to use PTO hours and submit this PAR to their immediate Unit Director. The Unit Director shall grant or deny the PAR request as soon as possible. Employees may utilize PTO hours to supplement their time card for low census and holidays. Extended sick leave may be used to supplement the amount received by an employee for Workers' Compensation Insurance, as provided under Section 14.4.

10.4 Accrual. The maximum accrual for PTO is one and one-half (1½) times the yearly accumulation amount. The employee will exercise their best effort to utilize PTO time within twelve (12) months of earning it. No PTO hours will accrue beyond the maximum or annual accrual caps listed. Once an employee has reached the maximum or annual accrual amounts, the accrual will be turned off until the balance of PTO in the time bank drops below the maximum accrual cap or the new anniversary year begins. Annual accrual rates for part-time employees will be prorated.

| Years of Service        | Annual Accrual Cap | Maximum Accrual Cap |
|-------------------------|--------------------|---------------------|
| 1 - 4 years             | 176                | 264                 |
| 5 - 9 years             | 216                | 324                 |
| 10 years and thereafter | 256                | 384                 |

A nurse who leaves the employment of the Hospital, upon giving proper notice, shall be entitled to payment for any unused PTO which may have accrued, except where such termination resulted from discharge for cause.

10.5 PTO Cashout. After one year of service, nurses are eligible to cash out a portion of their PTO leave. PTO balances in excess of 32 hours may be cashed out. PTO cannot be cashed out below the 32 hour balance. Nurses may take their PTO bank down to a zero balance under the following circumstances: taking vacation, using PTO to cover for an illness or to cover low census hours. For PTO cashout, nurses are required to indicate the cashout amount on a PAR and submit it to their supervisor for approval. Nurses may cash out PTO in not less than eight (8) hour increments.

Nurses will not accrue additional PTO on any hours that are cashed out. PTO hours will accrue on PTO taken for vacation, illness or to cover low census hours.

10.6 Vacation Scheduling. The normal vacation request period shall be from January 1 through March 31 of each year. In the event of conflicting requests for vacation time by two (2) or more nurses within a unit during the request period, seniority shall prevail. The Unit Manager shall post the approved vacation schedule by each April 15.

Vacations will be granted in blocks of one (1) to two (2) weeks (normally not in excess of two [2] weeks) during peak periods, which shall be defined as June 1 through September 1 of each year, unless the schedule can accommodate additional time off. In the event of vacation request outside the request period, the Unit Manager shall approve such request on a first-come, first-served basis, but in no event will they displace an already scheduled vacation. Nurses requesting a vacation outside the request period shall request the desired vacation time as far in advance as possible, but not less than two (2) weeks before the work schedule is posted. The nurse shall be notified in writing within two (2) weeks whether the vacation is approved or denied. Vacations that include holidays will be granted on the basis of the unit holiday rotation. The Hospital shall provide staffing coverage necessary for nurses to receive their authorized vacation.

### **ARTICLE 11 - HOLIDAYS**

11.1 Compensation for Holidays Worked. A nurse required to work on the following holidays shall receive time and one-half (1½) the regular rate of pay:

|                  |                |
|------------------|----------------|
| New Year's Day   | Labor Day      |
| Thanksgiving Day | Memorial Day   |
| Christmas Day    | Fourth of July |
| President's Day* |                |

\*Christmas Eve to replace President's Day (Contingent on OPEIU Acceptance of Exchange with President's day and will be effective during the first full year after OPEIU acceptance of the exchange.)

11.2 Observance for Night Shift. For nurses working the night shift (11 p.m. - 7 a.m.), holiday pay shall be given for the shift where the majority of hours worked are on the designated calendar date for the holiday. Night nurses shall be paid for actual hours worked on change of daylight savings time.

11.3 In January of each year, the Hospital shall publish a list of dates upon which the recognized holidays will be observed.

11.4 Rotation of Holiday Work. When possible, holiday work shall be rotated within each unit without respect to seniority.

## **ARTICLE 12 - EXTENDED ILLNESS LEAVE**

12.1 Accumulation. Employees shall accumulate Extended Sick Leave at the rate of .03077 the first eighty (80) hours compensated in a pay period (.034 19 for twelve (12) hour shift employees) and shall accumulate Extended Sick Leave commencing with the ninety-first (91st) day of employment.

Paid Extended Sick Leave shall be computed as time worked for the purpose of accruing benefits. Extended Sick Leave accrual is limited to 720 hours. Once employees reach the maximum amount of EIB accrual, they will no longer accrue EIB hours until such time as their balance drops below the seven hundred and twenty (720) hour maximum. The maximum accrual amount shall not apply to nurses that have a balance above the 720 hours maximum amount, as of July 1, 2004. They shall continue to accrual Extended Illness Benefits.

12.2 Notification of PTO or Extended Sick Leave. Employees scheduled to work shall be required to notify the Hospital as soon as they know or not less than two (2) hours in advance of the employee's scheduled shift if unable to report for duty. The Hospital shall give consideration to extenuating circumstances that make such notice requirements impossible. Extended Sick Leave pay shall be based on normal rate of pay.

12.3 Payment. The first sixteen (16) consecutive compensable hours of illness, the employee shall draw out of the PTO bank except in instances of immediate hospitalization. Starting with the seventeenth (17th) consecutive compensable hour of illness, earned leave in Extended Illness bank shall be used for immediate subsequent scheduled time the employee is unable to work due to illness.

12.4 Dependent Care. Leave for dependent care shall be in accordance with applicable state statute. Such leave shall be administered in accordance with applicable state statute.

12.5 Payroll Check Stubs. Extended Sick Leave credits shall be shown on the payroll check stubs.

## **ARTICLE 13- LEAVE OF ABSENCE**

13.1 General Provisions. After twelve (12) months of continuous service, a regularly-scheduled nurse shall be eligible for leave of absence not to exceed one (1) calendar year without pay. All leaves are to be requested from the appropriate Unit Director in writing as far in advance as possible, stating all pertinent details and the amount of time requested, including the date of return to work. A written reply to grant or deny the request shall be given by the appropriate Unit Director within thirty (30) calendar days.

13.2 Leave without pay for a period of thirty (30) calendar days or less shall not alter a nurse's anniversary date of employment or the amount of PTO pay or extended sick leave credits which would otherwise be earned by the nurse. Leave without pay for a period in excess of thirty (30) calendar days 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 by the Hospital.

13.3 An unpaid leave of absence of thirty (30) days or less shall guarantee the nurse's return to the same position, unit and shift held before the leave. An unpaid leave of absence in excess of thirty (30) days will guarantee the nurse first choice to the first available equivalent opening for which the nurse is qualified, unless specified otherwise in 13.5.

13.4 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 Hospital.

13.5 Maternity Leave. Upon completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed twelve (12) weeks, the Hospital will return the nurse to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) months' leave upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use PTO/extended sick leave to the extent accrued during the maternity leave. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position.

13.6 Military Leave. Military leave shall be granted in accordance with State and Federal Law. Please refer to policy #8500-260 for details. Such leave shall not be considered part of the earned annual vacation time.

13.7 Jury Duty. Regularly scheduled nurses shall receive their regular salary when called to jury duty. The nurse, on receiving jury duty pay, will reimburse the Hospital the daily jury stipend minus any contracted expenses for mileage and meals. If the nurse is required as a result of her employment at Samaritan Hospital to appear in court or is involved in any pre-trial meetings, the nurse's time shall be considered as time worked and shall be paid at the appropriate rate.

13.8 Bereavement Leave. Bereavement leave with pay up to twenty-four (24) hours shall be allowed for death in the immediate family. Where extensive travel is required, additional leave without pay may be granted. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child, grandchild, mother-in-law or father-in-law.

13.9 Federal Family and Medical Leave Act (FMLA). As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least twelve hundred fifty (1250) hours (including low census hours) during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the FMLA and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave. The Employer may recover the premium for maintaining coverage during any period of leave if the employee fails to return to work as specified in the FMLA.

**ARTICLE 14 - MEDICAL AND INSURANCE BENEFITS**

14.1 Health Insurance. The Hospital shall continue to maintain in effect a group insurance plan and group dental plan. The Hospital will provide such coverage for the nurses regularly scheduled an average of twenty (20) hours per week. Benefits for part time nurses will be prorated as provided in Article 4.6. The Hospital shall designate a core plan. The Hospital designated Core Plan shall be the Uniform Consumer Driver Health Plan. The Hospital's contribution shall be:

**Medical/Vision (Rates):**

|                       |                                   |         |
|-----------------------|-----------------------------------|---------|
| Employee              | 100% of cost for the Core Plan    | 575.25  |
| Employee + Spouse     | 85% of the cost for the Core Plan | 923.44  |
| Employee + Child(ren) | 85% of the cost for the Core Plan | 827.22  |
| Family                | 85% of the cost for the Core Plan | 1212.12 |
|                       |                                   |         |

**Dental (Rates):**

|                       |                                   |        |
|-----------------------|-----------------------------------|--------|
| Employee              | 100% of cost for the Core Plan    | 41.66  |
| Employee + Spouse     | 85% of the cost for the Core Plan | 69.70  |
| Employee + Child(ren) | 85% of the cost for the Core Plan | 79.86  |
| Family                | 85% of the cost for the Core Plan | 114.02 |

If the medical/dental/vision health premiums increase, on average greater than 5%, the increased costs shall be borne equally by the employer and the employee. If premium costs increase on average five percent (5%) or less, the associated cost increase shall be borne by the employer, maintaining the percentage subsidy of one hundred percent (100%) for full-time employee only coverage and eighty-five percent (85%) for dependent coverage. Full-time for medical and dental insurance premium rates only shall be a .75 FTE or greater. All matters not specifically and expressly covered by the language of this contract may be changed or administered for its



duration by the Hospital in accordance with such policies and procedures as it from time to time may determine.

14.1.1 Plan Changes. If the Hospital withdraws from the Health Care Authority Public Employee Benefits Board, it may do so without bargaining with the Union so long as the current benefit level does not decrease. Otherwise the Hospital must bargain with the Union prior to implementation of the change. Prior to changing insurance plans, the Hospital 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. Changes made by the current Health Care Authority Public Employees Benefits Board shall not be considered a modification of the current medical plan. Additional plans offered by the Health Care Authority Public Employees Benefit Board shall also not be considered a provision of alternate plans.

14.2 Unemployment Compensation. The Hospital shall provide Unemployment Compensation Insurance for all registered nurses.

14.3 Liability Insurance. Nurses on duty for the Hospital and performing in accordance with the approved job description shall be covered by the Hospital's liability insurance at no cost to the nurse.

14.4 Workers' Compensation Insurance. In any case which a nurse shall be entitled to benefits or payments under the Workers' Compensation Act or similar legislation, the Hospital will be required to provide compensation as set forth in the state law. Workers' compensation insurance shall be integrated with Extended Illness Leave consistent with current Hospital practice.

## **ARTICLE 15 - RETIREMENT PLAN**

The Hospital shall continue to maintain a retirement program. Newly eligible nurses may sign up and enroll at any time. Retirement benefits and eligibility requirements for participation shall be defined by the Hospital's plan.

## **ARTICLE 16 - NURSING PRACTICE AND EDUCATION**

16.1 In-service Education and Orientation. Programs shall be instituted and maintained, with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. When in-services are posted, the Hospital will indicate whether attendance is mandatory. Time spent at mandatory or encouraged in-services shall be considered as time worked.

16.2 In-service/Continuing Education. The parties agree that it is a professional responsibility to maintain and update knowledge and skills. To that end, nurses are expected to attend at least twelve (12) contact hours of in-service/continuing education per year. Attendance at in-service/continuing education programs is one (1) evaluation criteria. Failure to meet this criteria may result in disciplinary action.

16.3 Orientation - Objectives.

- 1) To familiarize new personnel with the objectives and philosophy of the Nursing Department and the Hospital.
- 2) To orient new personnel to the policies and procedures, their functions and responsibilities, as defined in the job description.
- 3) To provide learning experience for the promotion of safe and quality nursing care.

The nurse will be oriented in a combination of classroom and at least one (1) week of floor and shift work. If at the end of one (1) week of floor orientation the nurse feels she/he needs more orientation, this request may be made to her/his supervisor.

16.4 Staff Education. The function of the staff education shall be:

- 1) To promote the safe and intelligent care of the patient;
- 2) To develop staff potential, and
- 3) To create an environment that stimulates learning, creativity and personal satisfaction.

16.5 Unpaid Education Leave. After one (1) year of continuous employment, permission may be granted for a period not to exceed one (1) year for leaves of absence without pay for study without loss of seniority accrued prior to commencement of the leave.

16.5.1 Five (5) days' leave without pay may be granted for educational purposes, provided nursing services will not be jeopardized.

16.6 Reimbursed Expenses. The Hospital will reimburse the nurse for mutually agreed upon expenses the nurse incurs while attending educational offerings at the request of the Hospital. Such expenses shall be agreed upon in writing in advance.

16.7 Paid Educational Leave. Twenty-four (24) hours' educational leave with pay shall be granted to regularly scheduled nurses, prorated according to actual hours worked. Additional paid leave may be granted by supervision. Paid leave shall be used for attending professional meetings such as workshops, seminars and educational programs, provided such leave shall be subject to scheduling requirements of the Hospital. The term "professional meetings" is defined as meetings conducted to develop the skills and qualifications of nurses for the purpose of enhancing and upgrading the quality of patient care, and shall not include any meetings for other purposes such as labor relations or collective bargaining activities. Educational leave may be used on an hour-by-hour basis. Educational days do not need to be used for educational time required or encouraged by the Hospital, *i.e.*, Fair Day, and ACLS in units where ACLS is a job qualification.

- 16.7.1 Nurses must request educational leave away from the Hospital in writing to the appropriate Unit Director. The nurse will receive a written response to grant or deny the request within fifteen (15) calendar days of submittal. The request will include proposed expenses. Mutually agreed upon expenses shall be reduced to writing in advance.
- 16.7.2 Nurses may use educational leave for elective in-services offered by the Hospital as long as no overtime or premium pay occurs.
- 16.7.3 A nurse who is unable to take requested educational leave due to staffing requirements beyond the nurse's control may be permitted to carry over the amount of requested leave to the following year, not to exceed six (6) days.

16.8 New Nurse Orientation. All newly hired nurses will be required to participate in an orientation process. This includes a registered nurse whose clinical experience in nursing care after graduation is less than six (6) months, a registered nurse who is returned to practice, with no current clinical training or experience or a newly hired nurse with current clinical training. The orientation process shall be department specific and shall not exceed six (6) continuous months except that the orientation period may be extended for an additional three (3) months when mutually agreed to in writing, by the CNO/Patient Care Administrator or designee and the individual nurse involved.

A newly hired nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibility as a staff nurse, shall be compensated at the same rate of pay. Close and direct supervision shall be defined as working in conjunction with other registered nurses.

Newly hired nurses shall receive the orientation necessary to perform all assigned tasks.

## ARTICLE 17 - COMMITTEES

17.1 Nurse Advisory Committee. There shall be established a Nurse Advisory Committee. The purpose of this committee shall be to discuss interpretational issues related to administration of this document and to discuss and recommend measures to the parties that maintain quality patient care. Assuming final agreement on language the parties will, by use of a signed written memorandum of understanding, include and implement such recommendations in the existing collective bargaining agreement.

The Committee shall consist of one elected nurse representative from each unit and not more than an equal number of representatives of Hospital Administration, including the CNO/Patient Care Administrator or designee. The Committee shall meet quarterly or by mutual agreement by the parties.

17.2 Nurse Staffing Committee. There shall be established a Nurse Staffing Committee. The purpose of this committee shall be to develop and oversee an annual patient care unit and shift-based nurse staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget. The Nurse Staffing committee shall be responsible

for presenting a staffing plan to the Chief Executive Officer. If the Chief Executive Officer does not adopt the staffing plan s/he shall provide a written explanation of the reasons why to the committee. The employer shall follow the regulations and guidelines set forth by RCW 70.41.420 with regard to the Nurse Staffing Committee.

17.3 Safety Committee. A member of the bargaining unit shall be provided representation on the Hospital-wide Safety Committee.

17.4 Compensation for Committee. Nurses shall be compensated at their regular rate of pay for all time spent on established committees when they are members and required to attend committee meetings.

## **ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION**

18.1 Grievance Defined. A grievance is defined as any alleged violation of the terms and/or conditions of this Agreement. If any such grievance should arise, it shall be processed by the grievant or representative in accordance with the following procedure.

18.1.1 Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto. If the grievant does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Hospital does not comply with these limitations, the grievant shall have the right to proceed to the next step of this procedure. Grievances not raised in accordance with the following procedure and time limits will be waived and will not be considered.

18.1.2 Except as specifically stated herein, this procedure herein shall serve as the sole mechanism for adjudication of disputes which may arise out of any violation of this Agreement alleged by the Union.

18.1.3 At any step of this procedure, the Union representative shall have the right to be present.

18.2 Procedure.

Step 1 Immediate Supervisor.

All complaints and disputes concerning the interpretation and/or application of this contract shall be presented in writing by the grievant to the grievant's immediate supervisor within twelve (12) calendar days of the grievant's knowledge that a grievance exists. The written grievance shall specify the provision of this contract allegedly violated, the date of such violation, and the remedy sought by the grievant. The immediate supervisor shall be given twelve (12) calendar days to resolve or respond to the grievance.

Step 2 CNO/Patient Care Administrator.

If the matter is not resolved at Step 1, the nurse shall present the written grievance within twelve (12) calendar days of receipt of the Immediate Supervisor's decision to the CNO/Patient Care Administrator. The CNO/Patient Care Administrator or designee shall convene a meeting of all interested parties, including a Local Unit Officer, and shall issue a written decision in the matter within twelve (12) calendar days after said meeting.

#### Step 3 Chief Executive Officer.

If the matter is not resolved at Step 2 above, the grievant shall present the written grievance to the Chief Executive Officer or designee within seven (7) calendar days from receipt of the Step 2 decision. The Chief Executive Officer shall meet with a Union representative upon request, and shall submit a written reply to the grievant, with copy to the Union representative, within fourteen (14) calendar days following receipt of the grievance.

#### Step 4 Mediation.

The parties may mutually agree to submit a dispute to mediation. Costs of mediation, if any, shall be equally borne by the parties. The mediation process may be terminated through written notice to the other party at any time.

#### Step 5 Arbitration.

If the grievance is not settled on the basis of the foregoing procedure, the Union may submit the issue to arbitration by notifying the Hospital in writing within fourteen (14) calendar days of receipt of the written response in Step 3. Within twelve (12) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall each select one (1) representative. These two (2) shall promptly attempt to select an arbitrator. If the two (2) representatives cannot agree on the selection of an arbitrator, a list of eleven (11) northwest arbitrators shall be requested from the Federal Mediation and Conciliation Service. The arbitrator shall be chosen from that list by the parties alternately striking (beginning with the Union) the names until only one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this contract as they apply to the specific facts or the issue in dispute. Each party shall bear one-half (½) 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.

Each party shall bear one-half (½) of the fee of the arbitrator and any other expenses directly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

18.3 Miscellaneous Conditions.

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

18.3.2 No Reprisals. No reprisals of any kind will be taken by the Hospital against any nurse or nurses because of any claim under the contract or her/his participation in the grievance process.

18.3.3 Access. The Hospital shall permit an employee access to and the right to inspect and acquire copies of his/her personnel file.

18.4 Group Grievance. Any common grievance involving a significant number of nurses which has the same factual basis, may be submitted by the Union at the Step 1 level, provided the grievance is submitted within twelve (12) calendar days of the Union's knowledge that a grievance exists.

**ARTICLE 19 - SEPARABILITY**

If any portion of this contract is determined by the courts or proper government agencies to be in contradiction to any state or federal law, such decisions shall not invalidate the entire contract, it being the expressed intent of the parties that the remainder of this contract shall remain in full force and effect. The Hospital and the Union agree to jointly revise those portions which are determined not to conform with state and federal law.

**ARTICLE 20 - UNINTERRUPTED PATIENT CARE**

The Hospital provides special and essential services to the community. Therefore, it is the intent to settle disputes by the grievance procedure provided herein. Therefore, during the term of this contract, (1) the Hospital shall not lock out its employees and (2) neither the employees nor their agents or any other representatives shall participate in any way in any strike, including any sympathy strike, walkout, slowdown, boycott or any other interference with the operations of the Hospital, nor shall any employee refuse to cross a picket line established against the Hospital. Any employee found to have violated this Article shall be subject to immediate discipline, including possible dismissal.

**ARTICLE 21 - MANAGEMENT RIGHTS**

Management of the Hospital and the direction of the work force is vested exclusively with the Hospital, subject to the terms of this contract. All matters not specifically and expressly covered by the language of this contract may be administered for its duration by the Hospital in accordance with policies and procedures as it from time to time may determine.

**ARTICLE 22-GENERAL PROVISIONS**

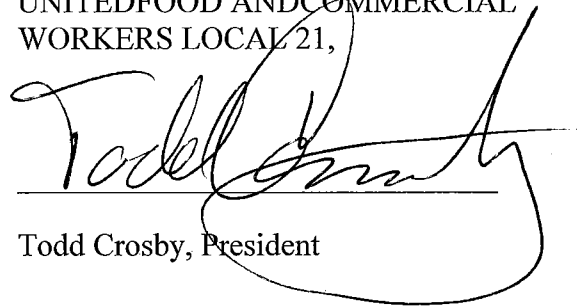
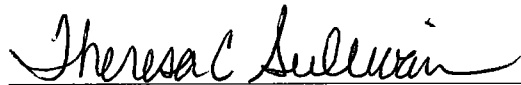
In the event Samaritan enters into any formal letter of intent or other similar memorandum reflecting its intent to merge, affiliate or otherwise sell its operation to another entity, Samaritan will provide the Union with reasonable notice of such intent and the opportunity to provide input into the timing and implementation of any proposed change in ownership. Nothing herein shall diminish the Union's collective bargaining rights under state law.

**ARTICLE 23- EFFECTIVE DATE AND DURATION OF THIS CONTRACT**

This Agreement shall become effective upon ratification and remain in effect through December 31, 2018. Should either party decide to modify or terminate this Agreement on the expiration date, it shall serve written notice on the other party no more than one hundred twenty (120) and no less than ninety (90) days prior to the date of expiration.

SAMARITAN HEALTHCARE

UNITEDFOOD ANDCOMMERCIAL  
WORKERS LOCAL 21,



Theresa Sullivan CEO

Todd Crosby, President

5/17/16

Date



Patrick Pedersen,  
Union Negotiator

5/17/16

Date

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TEN (10) HOUR SHIFTS

1. The normal workday shall consist of (10) hours' work plus an unpaid meal period of one-half (½) hour.
2. The normal work week shall consist of forty (40) hours of work within a seven (7) day period.
3. Overtime shall be paid at the rate of one and one-half (1½) times the nurse's straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in one (1) day and/or in excess of forty (40) hours in a seven (7) day period. Overtime shall be compensated for at the rate of double time (2x) the regular rate of pay for all time worked after twelve (12) consecutive hours.
4. If holidays are worked, time and one-half (1½) will be paid for the actual hours worked within a twenty-four (24) hour holiday period.
5. PTO/Extended Sick Leave will be compensated at ten (10) hours per sick day.
6. Shift differential shall be paid for any time worked on evening or night shift at the rate appropriate for hours worked, as defined in 7.1.
7. A ten (10) hour shift nurse will be compensated for attendance at approved education conferences for eight (8) hours at the straight-time rate for each approved day (24 hours) off.
8. Section 5.6 shall be applied to provide premium pay in the event at least ten (10) hours off duty between shifts is not available.
9. Any modifications or additions to this Memorandum shall be negotiated by the parties.
10. This Memorandum may be cancelled by either party upon serving thirty (30) calendar days' written notice to the other.



## APPENDIX B

### MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TWELVE HOUR SHIFTS

1. Section 4.6 shall be applied to recognize a nurse who is regularly scheduled thirty-six (36) or more hours in a seven (7) day period as full-time.
2. Section 4.5 shall continue to use thirty-six (36) hours per week as the basis of proration regarding part-time nurses.
3. Sections 5.1, 5.2 and 5.3 shall not be applicable to twelve (12) hour shift nurses. Employees shall receive an unpaid meal period of thirty (30) minutes and shall be allowed the three (3) ten (10) minute breaks during each twelve (12) hour shift. If a meal period is not taken, it will be paid at time and one-half (1½). The work period shall be a seven (7) day period commencing at 12:01 a.m. on Sunday and ending at 12:00 p.m. on Saturday.
4. Section 5.6 shall be applied to provide premium pay in the event at least ten (10) hours off duty between shifts is not available.
5. Section 5.7 shall be applied to reflect Saturday and Sunday as the weekend for the day shift and Friday and Saturday as the weekend for the night shift.
6. Section 5.8 shall be applied to provide overtime compensation for time worked in excess of forty (40) hours in the seven (7) day work period.  
  
Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond or prior to the regularly-scheduled twelve (12) hour shift or for time worked in excess of forty (40) hours in the seven (7) day period.  
  
Overtime shall be compensated for at the rate of double time (2x) the regular rate of pay for all time worked after fourteen (14) consecutive hours.
7. Shift differential shall be paid for any time worked on evening or night shift at the rate appropriate for hours worked, as defined in 7.1.
8. If holidays are worked, time and one-half (1½) will be paid for the actual hours worked within a twenty-four (24) hour holiday period.
9. PTO/Extended Sick Leave will be compensated at twelve (12) hours per sick day.
10. A twelve (12) hour shift nurse will be compensated for attendance at approved education conferences for eight (8) hours at the straight-time rate for each approved day (24 hours) off.
11. Any modifications or additions to the Memorandum shall be negotiated by the parties.

12. This Memorandum may be cancelled by either party upon serving thirty (30) calendar days' written notice to the other.

## APPENDIX C

### EIGHT (8) AND TWELVE (12) HOUR COMBINATION SHIFT

In accordance with Section 5.4 of this contract, nurses may, on an individual basis, agree to work an eight (8) and twelve (12) hour combination shift schedule with the consent of the Hospital. All existing provisions shall apply unless otherwise provided for herein.

1. Work Day. The work day shall be a scheduled eight (8) hour day or twelve (12) hour day, to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with Article 5.3 to be taken during each four (4) hour increment of the shift.
2. Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period.
3. Daily Overtime. Nurses working this eight (8) and twelve (12) hour combination shift schedule shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for time worked after the scheduled eight (8) hour shift or after the end of the scheduled twelve (12) hour shift. If a nurse works more than two (2) hours beyond the end of the scheduled twelve (12) or eight (8) hour shift, all overtime hours after this shall be paid at double time (2x).
4. Weekly Overtime. Overtime will be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay for all hours worked beyond forty (40) hours in the work week.
5. Time Off Between Shifts. Section 5.6 of this contract applies with the sole exception being that the length of the rest period shall be ten (10) hours after twelve (12) hour shifts and twelve (12) hours after eight (8) hour shifts.

**APPENDIX D**  
**BUBBLESHEET**

The “bubblesheet” is a tool that has been implemented to assist in filling vacancies within the nursing units. Scheduling of overtime shifts (paid at one and one half 1½ times the nurse’s regular rate of pay) will be administered fairly to all staff desiring these shifts. The following guidelines will be followed for sign up on the “bubblesheet”.

1. By the 5<sup>th</sup> of each month all requests for time off with either a PAR or via Kronos will be turned into the individual responsible for completing the unit schedule. Employees completing PARs or Kronos requests will complete them for the month submitted and for the next immediate week thereafter. All known vacancies will be identified on the unit’s staffing schedule. The nurses working in each unit will have first chance to express interest in any available overtime shifts (paid at one and one half 1½ times the nurse’s regular rate of pay) on their unit. Nurses may initially only sign up for a maximum of 4 open over-time shifts (paid at one and one half 1½ times the nurse’s regular rate of pay) per month.
2. Between the 10<sup>th</sup> and the 12<sup>th</sup> of each month, the needs of each department will be presented at the Resource Pool staffing meeting. All open shifts and overtime- shifts (paid at one and one half 1½ times the nurse’s regular rate of pay) will be available for Resource Pool assignment at straight time up to their FTE. Units with Per Diem staff may exercise the flexibility to assign or staff open and/or overtime shifts (paid at one and one half 1½ times the nurse’s regular rate of pay) at straight time at their discretion. Otherwise, unit specific nurses will retain the right to work the remaining open overtime shifts (paid at one and one half 1½ times the nurse’s regular rate of pay).
3. Between the 14<sup>th</sup> and 18<sup>th</sup> of each month the “bubblesheet” will be posted by the 2<sup>nd</sup> floor locker rooms for all nurses to review and sign up for the extra shifts listed. If a department does not have any open shifts for the upcoming schedule period, a “bubblesheet” will not be posted for that department.
4. By the 19<sup>th</sup> of each month the schedule shall be returned to Unit Directors for final approval of needs.
5. By the 20<sup>th</sup> of each month the schedule will be posted. Any changes or requests for changes are the responsibility of the person desiring a change and needs to be done without putting anyone into overtime and must have the Unit Director’s approval.

Signing up for shifts needs to be done in ink. Names cannot be erased by anyone else. In a one month period, no nurse may sign up for more than 6 shifts total in addition to their normal FTE.

When a nurse accepts a "bubblesheet" shift, they are responsible for that shift. Nurses scheduled to work "bubblesheet" shifts may be placed on low census or low census standby in accordance with Article 9.6 Low Census of the current labor agreement. The nurse may also be floated to other departments based upon qualification and patient care needs. This shall not apply to nurses who agree to work a short notice (less than 24 hours notice ) shift.

A nurse making up a low census day at straight time can replace a nurse working a "bubblesheet" shift. If a nurse does not complete a "bubblesheet" shift they are responsible for, the current Attendance Policy will apply.

Nurses can request to be excused from a "bubblesheet" shift they have previously signed up for. If this request is not approved, the nurse is expected to work the agreed upon shift.

Nurses who work a "Bubblesheet" shift and then do not work their FTE for the week, will have their overtime shifts(paid at one and one half 1 ½ times the nurse's regular rate of pay) converted to straight time. Nurses who do not work their FTE for the week due to LC or LCSB will continue to receive overtime shifts (paid at one and one half 1 ½ times the nurse's regular rate of pay) for those assigned shifts.

## APPENDIX E

### BONUS PLAN

This Letter of Understanding shall serve to confirm agreement regarding the Bonus Plan.

Compensation and the mechanics of any compensation system are important to Samaritan Healthcare's leaders and staff. A system of compensation that contributes to job satisfaction and the perceived value of work enhances the overall experience as a Samaritan employee. As an element of the compensation system, the potential to earn a bonus is a key tool in creating alignment between the work of leaders and staff and the organization's vision, mission, values, and strategic plan. The following establishes the guidelines for participating in the Samaritan Healthcare Bonus Plan.

1. Eligibility. Individuals eligible to participate in the Bonus Plan are the Registered Nurses working in a job classification at the acute care (hospital) site and the Clinic site. Furthermore, the Registered Nurse must be an "active" employee on the date the bonus payment is made in order to receive a payment.
2. Criteria. Criteria under which a bonus may be paid will be defined by Samaritan Healthcare's Board of Commissioners and Administration and agreed to by the bargaining unit. Generally, these elements will fall under the five pillars (People, Service, Quality, Finance, and Growth) as summarized in Appendix A to this Letter of Agreement.
3. Bonus Payment Determination. The Board of Commissioners will maintain sole discretion in determining if bonus pay is appropriate and at what dollar amount the bonus shall be paid to the eligible Registered Nurses. Further, the bonus would be distributed equally amongst the eligible parties.
4. Calculation. Bonus payments will be calculated as the amount determined by the Board of Commissioners *times* the number of hours worked (\$ x hours worked) and will be based on the pay types listed in Section 4(a). Hours will not exceed a total of 2080 hours.
  - a. Pay Types: Regular Hours worked, Holiday Worked, Paid Time Off (PTO), Extended Illness (EIB), Bereavement, Education, Jury Duty, Double Overtime and Overtime (in the acute care RN job classification only).

Dollars paid as a bonus will be in a lump sum payment and not added to the base rate of pay. The bonus dollars earned will be paid to employees on or before March 15.

## APPENDIX F

### MEMORANDUM OF UNDERSTANDING REGARDING LACATION CONSULTANT POSITION

This Memorandum of Understanding shall serve to outline the terms and conditions of employment for FLSA exempt positions that fall under the UFCW, Local 21 Collective Bargaining Agreement. Except where otherwise noted, this MOU shall not replace terms and conditions outlined in the current collective bargaining agreement between UFCW, Local 21 and Samaritan Healthcare.

1. Samaritan Healthcare has determined that the new Lactation Consultant position falls under the current collective bargaining agreement. Samaritan used the Fair Labor Standard Act as the test for determining exempt/non-exempt status for the purposes of computing overtime for this specific position.
2. The Lactation Consultant is considered to be exempt under the FLSA and thus shall be paid an annual salary. The annual salary shall be calculated by determining the hourly rate of pay (as determined by Acute Site RN Wage Scales of the current collective bargaining agreement) and multiplying that amount by the employees regularly scheduled hours (scheduled FTE).
3. The Lactation Consultant shall not be eligible to receive overtime, double-time, standby, reporting pay, shift differential, weekend premium, charge premium, lead premium, preceptor premium supervisor pay or call back as defined in the current collective bargaining agreement. In the event an employee, in the Lactation Consultant job classification works on a holiday, they shall receive holiday worked OT. Holidays are defined in section 11.1 of the collective bargaining agreement.
4. Section 5.6, Rest Between Shifts shall not apply to the Lactation Consultant.
5. Work schedules for the Lactation Consultants shall be determined by the Employer. Lactation Consultants will not be required to use the electronic time and attendance system to track the start and end of their shifts of work. However, Lactation Consultants will be required to track the use of PTO, EIB, Jury Duty, Bereavement, Military Leave and FMLA in the electronic time and attendance system.
6. Lactation Consultants are eligible to receive Certification Pay and participate in the Samaritan Healthcare Bonus Plan as outlined in the current collective bargaining agreement.
7. Lactation Consultants services that are covered by the current collective bargaining agreement shall be rotated equitably.
8. All other provisions of the collective bargaining agreement, not pertaining to wages, shall be in effect for job classifications classified as FLSA exempt.

## APPENDIX G

### LETTER OF UNDERSTANDING

This letter of understanding is agreed upon between Samaritan Healthcare and United Food and Commercial Workers Union, Local 21. In light of the possibility of an affiliation between Samaritan Healthcare and Confluence Health Systems, and in order to provide greater certainty to Samaritan employees represented by UFCW 21, the parties agree to the following understanding:

1. The Union and Employer agree that the collective bargaining agreement is assignable to Confluence Health subject to conforming changes required by law (i.e., PERC jurisdiction to NLRB jurisdiction, and similar matters).
2. Samaritan will use good faith and will exert reasonable efforts to obtain the agreement and acceptance of an assignment by Confluence Health, contingent on the Union's agreement to move to the Confluence Health Systems Benefit and Retirement Plans.
3. Samaritan will seek to obtain a letter of commitment from Confluence Health to the effect that Confluence Health has reviewed the CBA and its terms and sees no issue with its provisions and would be agreeable to accepting the assignment so long as all aspects and terms of the proposed affiliation are agreed upon between Samaritan and Confluence.
4. Samaritan and the Union agree that the Union shall have the option under paragraph 2 above, of electing to be covered by either (a) the Confluence Health Systems General Benefit and Retirement Plans, or (b) the Confluence Health Systems WSNA Benefit and Retirement Plans as they exist on the date of the affiliation. The election shall be made no later than 10 days after the acceptance by Confluence Health Systems of the assignment of the CBA. If no election is made in this time period, the Union shall transition to the Confluence Health Systems General Benefit and Retirement Plans.



## APPENDICES

1. APPENDIX A - MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TEN (10) HOUR SHIFTS
2. APPENDIX B - MEMORANDUM OF UNDERSTANDING REGARDING APPLICATION OF THIS CONTRACT TO PERSONNEL WORKING TWELVE HOUR SHIFTS
3. APPENDIX C - EIGHT (8) AND TWELVE (12) HOUR COMBINATION SHIFT
4. APPENDIX D - BUBBLESHEET
5. APPENDIX E - BONUS PLAN
6. APPENDIX F – MEMORANDUM OF UNDERSTANDING CONCERNING LACTATION CONSULTANT POSITION
7. APPENDIX G – LETTER OF UNDERSTANDING


SAMARITAN HEALTHCARE

  
Theresa Sullivan CEO

5/17/16  
Date

UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 21,

  
Todd Crosby, President

  
Patrick Pedersen, Union Negotiator

5/17/16  
Date

# THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

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As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 44,000 other members of UFCW 21.

## Statement of Your Right to Union Representation (Weingarten Rights)

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*

## Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your rights:**

[www.ufcw21.org](http://www.ufcw21.org)

***Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.***

**VISIT [UFCW21.ORG](http://UFCW21.ORG):**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

## **UFCW 21**

**Todd Crosby, President • Faye Guenther, Secretary-Treasurer**

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**Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438  
Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909  
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979  
Spokane: 1710 N Calispel, Spokane, WA 99205-4808, Phone 509-340-7369, Fax 509-624-1188**