

Agreement by and between

# **UFCW 21 and MultiCare Auburn Medical Center**



**RN**

**Effective 10/24/2018 - 8/15/2021**



# 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 46,000 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.

My Union Representative:

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My Union Steward:

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**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.**

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## **EMPLOYMENT AGREEMENT**

**By and Between  
MULTICARE HEALTH SYSTEM  
and  
UFCW LOCAL 21**

This Agreement is made and entered into by and between MultiCare Health System hereinafter referred to as the "Employer" or "Hospital") and the United Food and Commercial Workers International Union, Local 21, AFL-CIO (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

### **ARTICLE 1 – RECOGNITION**

**1.1** The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, part-time and per diem staff nurses at its Auburn Medical Center acute care hospital, excluding supervisory and managerial employees, employees assigned to Nursing Administration and all other employees.

**1.2** The Employer will advise the Union if it establishes any new job classifications appropriate to this bargaining unit.

**1.3** **Successorship.** This Agreement shall be binding upon Auburn Medical Center and any successor employer.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.1** The Union recognizes the rights of the Hospital to operate and manage the Hospital, including but not limited to the rights to establish and require standards of performance; to maintain order and efficiency; to direct nurses; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out or curtail the whole or any part of the operation; to select, hire, classify, assign, promote or transfer nurses; to discipline, demote, suspend or discharge nurses for cause; to lay off and recall nurses; to require reasonable overtime work of nurses; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Hospital, shall not be exercised so as to violate any of the specific provisions of this Agreement.

**2.2** The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

### **ARTICLE 3 – MEMBERSHIP**

**3.1** **Union Membership.** All nurses covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union. "In good standing," for the purposes of this Agreement, is defined as the tendering of union dues on a timely basis.

It shall be a condition of employment that all nurses covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

**3.1.1** Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

**3.1.2** Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such a nurse shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund.

**3.1.3** These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any nurse exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

**3.1.4** The Employer shall make nurses hired or transferred into the bargaining unit aware of the membership conditions of employment at the time of hire or transfer.

**3.2 Dues Deduction.** During the term of this Agreement, the Hospital shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Hospital, 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 Hospital'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 Hospital 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.

**3.3 Bargaining Unit Roster.** Annually the Employer shall supply to the Union a list of those nurses covered by this Agreement. The list shall include each nurse's name, address, telephone number, social security number, unit, FTE, status, shift, rate of pay and date of hire. The Employer shall furnish to the Union on a monthly basis the same information for nurses newly hired and the names of nurses who have terminated employment. The Union agrees not to use Hospital mail service as a means of contacting nurses in the bargaining unit.

#### **ARTICLE 4 - UNION REPRESENTATION**

**4.1 Access to Premises.** Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Associate Administrator, or designee. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

**4.2 Bargaining Unit Representatives.** The Union shall select nurses from the bargaining unit to function as Bargaining Unit Representatives. The Bargaining Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times and shall not interfere with the work of other employees.

**4.3 Bulletin Board.** The Union shall be permitted to post announcements and notifications of professional activities signed by a designated Bargaining Unit Representative in the space provided on bulletin boards designated by the Employer with prior approval of the Director of Labor Relations. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

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

**4.5 New Hire Orientation.** A Bargaining Unit Representative or designee may meet with new hires for a period of up to one-half (1/2) hour at the end of the Health System's orientation. Attendance shall be voluntary and shall be on the unpaid time of the Bargaining Unit Representative, or designee, and new hire.

**4.6 Voluntary Political Action Fund Deduction.** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the employer harmless from all claims, demands, suits and other liability that may arise against the employer for or on account of any deduction made from the wages of such employee.

**4.7 Meeting Rooms.** In accordance with Hospital policy, the Union may use designated meeting rooms of the Employer for meetings of the Local Unit, provided sufficient advance request for meeting facilities is made to the Director, Employee and Labor Relations, or designee, and space is available.

## **ARTICLE 5 - DEFINITIONS**

**5.1 Resident Nurse.** A nurse whose clinical experience after graduation is less than nine (9) months; or a nurse who is returning to practice with no current clinical nursing experience. Such a nurse shall be assigned as a team member under close supervision of more experienced nurses and shall be responsible for the direct care of limited numbers of patients. Residency shall not exceed three (3) continuous months and an additional six (6) months when mutually agreed to by the Hospital and individual nurse involved. A resident nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibility as a general duty staff nurse shall be compensated at the general duty staff nurse rate of pay. Close and direct supervision shall be defined as working in conjunction with other registered nurses. Nurses working under close and direct supervision shall not be assigned as a team leader without another nurse in the unit.

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

**5.3 Full-Time Nurse.** A staff nurse who has completed the probationary period and who is regularly scheduled to work forty (40) hours per week or eighty (80) hours per two-week period or is regularly scheduled to work six (6) twelve (12) hour shifts per pay period. For purposes of Article 8.8, Scheduled Days Off only, a nurse who is regularly scheduled to work six (6) twelve (12) hour shifts (0.9 FTE) per pay period will not be considered full-time.

**5.4 Part-Time Nurse.** A staff nurse who has completed the probationary period and who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours per two-week period. Part-time nurses working increased hours equal to full-time positions for six (6) months or more may be reviewed for reclassification to full-time status, upon request.

**5.5 Per Diem Nurse.** A nurse hired to work during any period when additional work requires a temporarily augmented work force or in the event of an emergency or authorized leave of absence. Per diem nurses shall be paid a fifteen percent (15%) premium in accordance with the wage rates set forth in 9.1 of the Agreement. Per diem nurses reclassified to full-time or part-time status shall be given credit for previous hours worked in the accrual of all benefits and longevity steps. Full-time or part-time nurses reclassified to per diem status shall retain their prior seniority and longevity steps for pay purposes plus a fifteen percent (15%) premium in lieu of benefits.

**5.6 Probationary Nurse.** A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than three (3) calendar months of employment. After three (3) calendar months of regular employment, the nurse shall be considered to have completed the probationary period unless specifically advised by the Employer of an extended probationary period, the conditions of which shall be specified in writing. During the probationary period, a nurse may be terminated without notice

and without recourse to the grievance procedure.

**5.7 Charge Nurse.** A charge nurse is an experienced nurse who is assigned the responsibility for the nursing activity and patient care on a single nursing unit for one (1) or more shifts. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

**5.8 Preceptor.** A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing and evaluating the new skill development of a nursing student involved in a senior elective or a nurse enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. The Employer will first seek volunteers prior to making preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses. Nurses assigned to formally orient a newly hired or transferred registered nurse will be paid as a preceptor. Preceptor responsibilities shall be considered when making patient care assignments.

**5.9 Regular Rate of Pay.** The regular rate of pay shall be defined to include the nurse's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential if the evening or night shift is a permanent assignment, certification pay, and clinical ladder pay.

**5.10 Benefits Accrual.** Benefits shall be accrued on hours worked on overtime or callback hours in addition to regularly scheduled hours to a maximum of 2080 hours in one anniversary year (twelve calendar months).

**5.11. Resource Nurse.** Resource nurses will be hired or transferred into the Resource Nurse cost center. Resource Nurses are required to become and maintain full competency across several clinical groups as outlined in Appendix D. Resource nurses must be willing to be assigned to any clinical groups in which he/she is competent and oriented to on an as needed, shift by shift, or hour by hour basis. Nurses assigned to the Resource Pool will be paid a premium of five dollars (\$5) per hour for all hours.

**5.12 Service Line Specialty Coordinator.** The coordinator is responsible for assessing, planning, coordinating, assigning and delegating the delivery of skilled patient care. In addition to staff RN duties, the Coordinator is responsible for the coordination of supplies, equipment and staffing needs for each identified/designated care line patient.

## ARTICLE 6 - EMPLOYMENT PRACTICES

**6.1 Equal Opportunity.** The Hospital and the Union agree that except as permitted by law there shall be no discrimination against any nurse or applicant for employment because of race, color, creed, national origin, religion, sexual orientation, gender identity, genetic information, age, handicap, marital status, sexual preference or union membership unless any of the foregoing factors constitutes a bona fide occupational qualification. Complaints alleging any form of discrimination under this Article shall be submitted to the contract grievance procedure utilizing steps 1, 2 and 3 only. If the matter cannot be resolved by step 3, the employee may seek relief as appropriate under local, state or federal laws. Complaints alleging any form of discrimination shall not be subject to Step 4 of the contract grievance procedure (Article 15).

**6.2 Notice of Resignation.** Full-time and part-time nurses shall give not less than three (3) weeks' written notice of intended resignation, not to include any annual leave time off. Failure to give such notice shall result in forfeiture of any accrued annual leave or sick leave benefits. The Employer will give consideration to situations that would make such notice by the nurse impossible.

**6.3 Notice of Termination.** Except in cases of discharge for just cause, at least three (3) weeks' written notice of termination of employment or pay in lieu thereof shall be given to full-time and part-time nurses by the Hospital,

plus payment for any accrued PTO for which the nurse is eligible.

**6.4 Discipline and Discharge.** No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A copy of all written disciplinary actions will be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to any written disciplinary actions to be included in their personnel file. A nurse may request the attendance of a Bargaining Unit Representative or a Union representative during any investigatory meeting which may lead to disciplinary action. If a nurse believes that a disciplinary action or discharge is without proper cause, the nurse may utilize the grievance procedure. A nurse may request removal of a progressive discipline after one (1) year if no further discipline of the same or similar nature has occurred. Removal shall be at the sole discretion of the hospital.

**6.5 Change of Employment Status.** A change of employment status (i.e. full-time, part-time) will not alter a nurse's anniversary date for purposes of accrual of benefits or placement in the wage schedule. A change in classification (i.e. job title) will not alter an employee's hire date for purposes of annual leave accrual or retirement eligibility.

**6.6 Reemployment.** For purposes of accrual of benefits, reemployed nurses will be treated as newly hired except that a nurse who has been laid off due to low census, reduction in operations or other economic factors, and who is reemployed within twelve (12) months, shall be entitled to benefits and placement on the wage schedule at the same step the nurse had at the time of layoff. Nurses who are rehired within twelve (12) months of voluntary termination shall be reemployed at their prior step on the wage scale.

**6.7 Personnel File.** During the course of their employment, nurses shall have access to their personnel files under supervision in the Department of Human Resources. Written personnel action forms in duplicate will be used to specify conditions of hiring, change in status, pay, shift or leave of absence. The nurse will be given one (1) copy of this form. Nurses may receive copies of other materials in their personal file upon request. Nurses shall have the right to comment on disciplinary actions and performance evaluations in their personnel file.

**6.8 Job Posting.** Notice of staff nurse positions to be filled shall be posted on the internal applicant portal of the web-based employment application system through the Department of Human Resources at least ten (10) days in advance of filling a position in order to afford presently employed nurses the first opportunity to apply. Seniority shall be the determining factor in filling such vacancy provided skill, competence, ability and prior job performance are considered equal in the opinion of the Employer, taking into consideration documented criteria and evaluations. To be considered for a job opening, a nurse must indicate such interest to the Employer by applying through the web-based employment application system. Shift transfers within the same unit will be given priority over other applicants for the posted position subject to the above stated conditions. Nurses denied posted positions will be notified of the reason in writing.

**6.8.1 Review Period.** Nurses transferring to a new clinical grouping shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. During this performance review period, the Employer will notify the nurse in writing of any deficiencies in performance. If the nurse fails to meet standards of performance as determined by the Employer, the nurse shall be returned to the nurse's prior position if that position continues to be vacant. If the position has been filled, prior to being subject to layoff, the Employer will review other potential job opportunities with the nurse.

**6.9 Floating.** The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Floating is defined as working on another unit outside a clinical group for a specific period of time. Clinical Groups are



defined in Appendix D. Working in any of the units within a nurse's clinical groups is not considered floating. Work within the Clinical Grouping outside the nurse's home unit shall be equitably rotated after Traveling and Agency Nurses have been assigned outside the unit provided that skill, competency and ability are substantially equal in the opinion of the Employer. Nurses who float within the Hospital will receive orientation appropriate to the assignment. Orientation may vary depending upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. It shall be the responsibility of the nurse involved to inform the charge nurse of any task for which the nurse feels inadequately prepared. If necessary, the nurse shall contact the house supervisor or the department manager.

**6.10 Evaluations.** The Employer will provide nurses with a written evaluation at the end of the initial 90-day review period and on an annual basis. Interim evaluations may be conducted to document performance problems. The nurse will be given a copy of the evaluation. Nurses will be required to sign the evaluation acknowledging receipt thereof. Each nurse will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. The nurse may also request a meeting subsequent to the evaluation to discuss the evaluation. The nurse may request the presence of the Union representative at the meeting. A representative from Human Resources will also attend if the Union representative attends. Nursing management may revise or supplement the evaluation based on input or new information.

**6.11 Americans with Disabilities Act.** The parties to this Agreement recognize that the Americans with Disabilities Act (ADA) imposes certain restrictions on an Employer with regard to the hiring and retention of employees. The parties accordingly agree that, notwithstanding any other provisions of the Agreement, the Employer may take any action it deems necessary in order to comply with the provisions of the ADA. 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.

**6.12 Safety.** The Hospital will maintain a safe and healthful work place in compliance with all federal, state and local laws applicable to the safety and health of its nurses. Nurses will comply with all health and safety policies and procedures of the Hospital. Inservice training will be provided to nurses which will include instruction on the recognition of warning signs, phases of violence and how to de-escalate the situation. The Auburn Medical Center bargaining unit will be allowed to select a nurse to be on the Safety Action Review Committee, the Safe Patient Handling Committee and the Environment of Care Committee. Employees with concerns regarding health or safety hazards are encouraged to bring their concerns to the attention of the Environment of Care Committee. The general description and purpose of each of these committees is as follows and may change from time to time subject to management's discretion and need:

- **Safety Action Review Committee**
  - Meets weekly to discuss details of select patient harm events, grievances, and employee harm. The focus is to identify learnings and opportunities for improvement to ultimately reduce patient harm.
- **Safe Patient Handling Committee**
  - Meets monthly to analyze employee harm data; focus is on trends and preventative/corrective actions
- **Environment of Care Committee**
  - Meets monthly to discuss all aspects of the Environment of Care, including, security, fire safety, utilities, etc. They review data from each of the domains and establish corrective action as appropriate.

**6.13 Staffing.** The Union and the Employer acknowledge that together the parties endeavor to provide a level of staffing consistent with safe patient care and the service the parties provide to the community. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of our patients and to provide quality care. Both parties acknowledge that changes in patient acuity, census, and staff availability and workload requirements can occur rapidly, requiring mutual understanding and communication and flexibility.

Staffing levels shall be determined by management. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of their immediate supervisor as soon as the problem is identified.

1. Employee(s) believing there is a staffing problem are encouraged to address and document the issue immediately with their immediate supervisor.
2. Staffing concerns discussed with their immediate supervisor that have not been resolved will be addressed to the Department Manager/Director. The Department Manager/Director will respond in writing within fourteen (14) calendar days.
3. If the matter is not satisfactorily resolved by the Department Manager/Director, the matter may be referred to the Conference Committee for further review. The Conference Committee shall review and may make written recommendations to the President/COO or his/her designee or to the Chief Nurse Executive as appropriate.
4. If there is no consensus with the Conference Committee, either party may make a written recommendation to the President/COO or his/her designee or to the Chief Nursing Executive as appropriate of the facility or clinic group. The President/COO or his/her designee or the Chief Nurse Executive will respond in writing within twenty-one (21) days. Emergency situations requiring immediate attention may be brought directly to the assigned HR Manager to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Conference Committee meeting; or (3) escalating the issue to the President/COO or his/her designee or to the Chief Nurse Executive. The decision of the President/COO or designee or the Chief Nurse executive are considered final and are not subject to grievance under Article 14, Grievance Procedure.
5. MHS will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Conference Committee; or an employee who notifies the Conference Committee, immediate supervisor or the facility administration of his or her concerns about staffing.

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

**6.15 Professional Excellence Program.** The Employer shall maintain the Professional Excellence Program as described in the Professional Excellence Handbook. The contents of the Professional Excellence Handbook shall be a subject for the Conference Committee.

## ARTICLE 7 - SENIORITY

**7.1 Definition.** Seniority shall mean a nurse's continuous length of service as a registered nurse from most recent date of hire as a full-time or part-time employee. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire.

**7.1.1** A staff nurse who transfers to a full-time or part-time registered nurse position outside the bargaining unit shall retain bargaining unit seniority pending return to staff nurse status. Previously accrued bargaining unit seniority shall be used for purposes of returning to a bargaining unit position.

**7.1.2** A full-time or part-time nurse who transfers to on-call status shall retain previously accrued bargaining unit seniority pending return to regular status. An on-call nurse shall not accrue seniority while on on-call status. Previously accrued seniority shall not be used for purposes of returning to a bargaining unit position.

**7.1.3** In the case of employees previously employed by Auburn Regional Medical Center (ARMC)/UHS on September 30, 2012 and subsequently hired by MultiCare Auburn Medical Center on October 1, 2012, the Employer will recognize the employee's most recent ARMC hire date as the employee's seniority date, provided the former ARMC employee satisfactorily completes the Employer's probationary period (90 days from October 1, 2012).

**7.2 Layoff.** In the event of a permanent layoff, the Hospital shall notify the Union and any nurses involved thirty (30) days prior to the impending layoff. Length of service shall be the determining factor for layoff and recall providing that skill, competence and ability in a specific area are considered equal in the opinion of the Administrator, or designee, based upon specific documentation and evaluations. Lengths of service shall be defined as continuous length of service from most recent date of hire in a position as a fulltime or part-time staff nurse. Layoffs shall be by unit and shift. In the event of a permanent layoff, the Employer shall make its best efforts to notify regular nurses involved at least fourteen (14) days prior to the impending layoff. Subject to the skill, competence and ability factors as described above, nurses shall be laid off in the following manner:

- a. Volunteers
- b. Travelers and Agency nurses
- c. New hire probationary nurses
- d. Temporary nurses;
- e. On-call nurses will not be called in to take the place of regular fulltime or part-time nurses
- f. Regular full-time and part-time nurses.

A nurse who is under obligation to the Employer as a result of a residency agreement will not be held to the terms of that agreement if such nurse is affected by a lay off.

Positions based on the reduced staffing schedule will be filled by seniority. A seniority roster will be posted using the following service area definitions:

- Medical Surgical
- Emergency Room
- ICU
- PCU
- Family Birth
- Operating Room

During the period of the layoff notice, and longer as needed, employees affected will have the opportunity for personal interviews with a representative of the Department of Labor Relations. The purpose of the interviews will be to discuss other employment opportunities including career development.

A nurse who has been displaced due to a layoff may accept the layoff or may displace the position of any nurse on the low seniority list, provided the nurse's qualifications, competence and efficiency are considered substantially equal in the opinion of the Employer, and provided further that the nurse who was initially displaced is not on the low seniority list. Employees without positions, or declining available positions, will be laid off and placed on a recall roster.

The low seniority list consists of the least senior nurses who comprise twenty percent (20%) of the job group. Any nurse identified for layoff that is on the low seniority list and any nurse who has been displaced by another nurse pursuant to the above process may displace the position of the least senior nurse on the low seniority list provided the nurses possess substantially equal qualifications, competence and efficiency in the opinion of the Employer.

Employees working in the area affected by the layoff may request transfer to other available positions. Due to the nature of a layoff, the five (5) day period of time to apply for transfer will be extended to a minimum of fourteen (14) days. During the fourteen (14) days, or however long the extension is, there will be a hiring freeze in order to

allow affected employees an opportunity to apply for available positions. It is also recognized that outside applications may continue to be accepted for areas experiencing staffing shortages.

Employees who transfer to another service area will retain their previous dates (seniority), however, the employees may not be deemed to have equal skills and abilities while in a retraining program. Employees involuntarily transferring to positions requiring a change of status and/or shift will be considered "displaced;" Employees voluntarily transferring to positions involving a change of status or shift are not considered "displaced." These employees shall have the right of first refusal to a position of their original status and/or shift up to a period of six (6) months. It is necessary that all employees considering themselves to be displaced clearly indicate this at time of transfer. It will also remain their responsibility to be aware of position openings and request a transfer.

In the event the average budgeted Hospital census is reduced by twenty-five percent (25%) for three (3) consecutive months, a lay-off will be implemented prior to the fourth month if the Employer deems it necessary. The Employer will notify the Union prior to implementing a reduction in force. Nurses will be selected for layoff in accordance with seniority, so long as skills, competence, experience and abilities of the nurses are equal in the judgment of nursing administration. A nurse who is called off shall not be required to be on call.

**7.2.1 Severance.** A nurse who is laid off under the terms of Article 7.2 above is eligible for severance pay. Severance is not available for a nurse affected by a low census layoff as described in Article 7.5 unless such low census lay off is converted to a permanent layoff. Severance is paid in 2 week increments by direct deposit. Should the nurse be recalled prior to receiving the full severance pay, severance pay is stopped effective the date of the recall.

<u>Years of service</u>	<u>Severance Pay</u>
Less than 2 years	2 weeks
2 to 4 years	3 weeks
5 to 9 years	4 weeks
10 to 14 years	5 weeks
15 to 19 years	6 weeks
20 or more years	8 weeks

**7.2.2 Unit Merger and/or Restructuring.** In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. A thirty (30) day notice will be provided to nurses impacted by the merger and/or restructure. A listing of the FTEs for each shift on the new/restructured unit, including qualification requirements, shall be posted on the unit(s) for at least ten (10) days. Other vacant positions within the Hospital will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign nurses to positions on the new/restructured unit based upon seniority, providing skill, competence, ability and experience are considered equal in the opinion of the Employer. Nurses who are not assigned a position on the new/restructured unit may select a position from the low seniority list (Article 7.2), if eligible, providing the nurse is qualified for the position in the opinion of the Employer. As a result of this process, a nurse's shift, FTE status, hours per day and/or days per week may be changed to reflect the new job requirements.

**7.2.3 Unit Closure.** If a unit is closed, a listing of any available vacant positions within the Hospital and the low seniority list (Article 7.2) will be posted on the unit for at least ten (10) days. At the end of that ten (10) day period, nurses shall, in order of their seniority, be allowed to select a position from the list of any available vacant positions or, if eligible, a position from the low seniority list (Article 7.2) providing the nurse is qualified in the opinion of the Employer. Nurses who are on PTO, approved leave of absence or EIT and who are unable to be reached by telephone within the first twenty-four (24) hours of the notice of layoff, merger or restructure, will be sent notice by certified mail, return receipt requested, to their home address. If a nurse has not contacted the Employer regarding their preferences, as provided for in this Agreement, the Employer will assign the

nurse any available position as appears to be appropriate, based upon the nurse's seniority, subject to skill, competence, ability and experience in the opinion of the Employer. The process for assignment to available positions will not be delayed due to the absence of the nurse.

**7.3 Recall.** Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When a vacancy is to be filled from the reinstatement roster, nurses shall be reinstated in the reverse order of layoff, providing skill, competence and ability are considered equal in the opinion of the Associate Administrator, or designee, based upon specific documentation and evaluations. Subject to the above qualifications, nurses on layoff shall be entitled to reinstatement prior to any nurses being newly hired. Upon reinstatement from such roster, the nurse shall have all previously accrued benefits and seniority restored. A nurse shall be removed from the roster upon accepting permanent employment elsewhere, upon reemployment, upon refusal to accept permanent work offered by the Hospital or at the end of the twelve (12) month period.

**7.4 Roster.** A seniority roster listing only the bargaining unit RNs shall be posted in each unit, accessible to each nurse. The roster will be updated each January and June.

**7.5 Low Census.** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Employer will assign low census to nurses in the following order:

- a. Agency (personnel employed on a day-to-day basis);
- b. Nurses working in any time and one-half (1 1/2) condition, except when the nurse is working the nurse's regularly scheduled shift;
- c. Volunteers;
- d. Per diem;
- e. Travelers and Contracted Agency Nurses;
- f. Regular part-time nurses working above their assigned FTE status;
- g. Full-time and part-time nurses who are making up low census days from earlier in the pay period;
- h. Full-time or part-time nurses in accordance with the low census rotation.

In the event there are no volunteers, the Employer will assign and rotate mandatory low census equitably among all nurses within a clinical service on a shift, providing skill, competence, ability and availability are not considered to be overriding factors in the opinion of the Employer. In the event a nurse is placed in an on-call status and not called in to work, the shift will be counted as the nurse's mandatory low census day. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. Floating to another unit or other work assigned by the Employer in lieu of taking a low census day will count for purposes of the low census rotation. Each clinical service by shift will have a seniority roster. For low census purposes, the seniority roster will be restarted each six (6) months. If the nurse is not available by telephone on their mandatory low census rotation turn, and reports to work without checking census status, upon reporting for work the nurse may be low censused without pay. Each nurse is responsible for knowing their position on the low census roster. All low census hours taken shall count toward the accrual of benefits. PTO may be used on a low census day. A nurse who is placed on low census will be allowed to fill a shift scheduled to be worked by an on-call nurse provided the replacement shift is in the same pay period and will not result in additional overtime. All records of low census will be maintained by Nursing Administration.

**7.5.1** If the low census rate is excessive and chronic on a particular unit, the Conference Committee will meet to discuss alternatives.

**7.5.2** The most recently posted seniority roster (Article 7.4) shall be utilized without challenge for purposes of low census rotation. Subsequent corrections to the seniority roster will have no bearing on past low census assignments.

**7.5.3** If a nurse is inadvertently low censused out of turn, the mistake will be remedied on the next rotation or as soon as possible.

**7.5.4** Nurses shall not be low censused more than one full shift per pay period except by agreement between the RN and Management. Partial shifts will count toward a full shift. Also, per diem nurses and nurses who are low censused on an overtime shift are exceptions to this requirement.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

**8.1 Work Day.** A normal full-time work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours with a thirty (30) minute unpaid meal period.

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

**8.3 Innovative Work Schedules.** An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least six (6) weeks' advance notice to the nurse.

**8.3.1** Prior to using an innovative schedule that has already been agreed to by the Hospital and the Union in Appendices A and B, the Hospital will meet with the Union to discuss the impact of this on other nurses in the unit.

**8.4 Overtime.** All work in excess of the normal work day or week shall be properly authorized and approved in advance by the immediate supervisor and shall be compensated for at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime. Overtime shall be considered in effect when eight (8) minutes or more are worked after the end of the scheduled shift and shall be calculated to the nearest fifteen (15) minute period. Both the Hospital and the Union concur that overtime should be discouraged. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime will be assigned equitably. There shall be no pyramiding or duplication of overtime pay or premium pay. New hires will be informed of possibility of mandatory overtime. Changes to the Mandatory Overtime Guidelines will be reviewed by the Conference Committee. The Employer will not require its nurses to work beyond their scheduled shifts or work periods if doing so would violate RCW 49.28.130-150.

**8.4.1** With prior supervisory authorization, the Employer will pay for telephone calls received by an employee at home from an employee at work at the rate of time and one-half (1 1/2) for the actual time spent on the phone with a fifteen (15) minute guarantee.

**8.5 Meal/Rest Periods.** Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). All nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a paid rest period of fifteen (15) minutes within each four (4) hours of working time. Subject to mutual written agreement meal and/or rest periods may be combined.

**8.6 Posting of Work Schedules.** The Hospital will post work schedules for a six (6) week period at least fourteen (14) days preceding the day on which the schedule becomes effective. The Hospital will provide a tentative schedule for Thanksgiving Day, Christmas Eve day, Christmas day, New Year's Eve day, New Year's Day in the second week of October. The tentative schedule is subject to change based on the needs of the unit. Nurses will be notified of schedule changes by the Hospital. Except for emergency conditions involving patient care and low census conditions, posted work schedules may only be changed by mutual consent. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

**8.6.1 Extra Shifts.** In order to assure equitable rotation of extra shifts and OT, the following guidelines are provided to the nurses and management.

**8.6.1.1** Schedules must be posted 10 days prior to the effective date of the new schedule. Extra shifts will be offered via a posted needs list for a minimum of three (3) days prior to the posting of the final schedule. Shifts will be awarded by seniority unless the senior nurse would be eligible for an overtime (1.5X) or double time (2.0X) condition (includes rest between shifts, consecutive weekend, incentive, scheduled day off). In such cases, the shift(s) may be awarded to the next most senior nurse not in an overtime (1.5X) or double time (2.0X) condition (includes rest between shifts, consecutive weekend, incentive, scheduled day off). If both nurses will be in an overtime or double time condition, extra shifts will be awarded on a rotating basis by seniority (equitable rotation). Once extra shifts have been distributed to FTE nurses, per diem or Agency staff may be used to fill remaining shifts unless the per diem or Agency shifts placed them in overtime or double time. In this case, the additional shifts will be distributed by seniority to FTE nurses. Approved extra shifts will be posted on the final schedule.

**8.6.1.2** Emergent needs (defined as a hole in the schedule occurring within 24 hours of the start of the shift) will be offered in seniority order to those nurses who have indicated availability for short notice shifts. Shifts will be equitably awarded by seniority unless the senior nurse would be in an overtime (1.5X) or double time (2.0X) condition (includes rest between shifts, consecutive weekend, incentive, scheduled day off.). In such cases, the scheduler or manager may skip the more senior nurse and contact the next most senior nurse to offer the shift. If both nurses will be in an over time or double time condition, the shifts will be offered on a rotating basis by seniority. Regardless of seniority, shifts will be awarded to the nurse who signs up for the entire shift length over nurses who sign up for a portion of the entire shift.

**8.6.1.3** Needs occurring with less than 12 hours' notice will be filled on a first come, first served basis. Shifts will be awarded to the nurse who signs up for the entire shift length over nurses who sign up for a portion of the entire shift, regardless of which nurse signed up first.

**8.6.1.4** For the purposes of sections 8.6.1.1, 8.6.1.2 and 8.6.1.3 above, inadvertent misapplication of these provisions will not entitle the nurse to back pay; rather the nurse will be entitled to the next available extra shift.

**8.7 Shift Rotation.** There shall be no regular rotation of shifts without the consent of the individual nurse involved.

**8.8 Scheduled Days Off.** Each nurse shall be entitled to two (2) full days off within a seven (7) day period or four (4) full days off in a fourteen (14) day period. Nurses shall not be expected to be on standby or to be called back on these days off except in an emergency. Full-time nurses called in on their scheduled days off shall be paid one and one-half (1 1/2) times their regular rate of pay.

**8.9 Weekends.** The Hospital will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. If any nurse is required to work on the nurse's scheduled weekend off, all time worked on that weekend shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. The following regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as Saturday and Sunday for the first (day) and second (evening) shift. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not result in the Hospital being liable for premium and/or overtime pay. This section shall not apply to nurses who voluntarily agree to more frequent weekend duty nor to time spent for educational purposes. Subject to staffing needs and weekend coverage requirements, the Employer will make a good faith effort to provide additional weekends off on the posted schedule to the most senior nurses on a shift on the unit who request the additional weekends off.

## ARTICLE 9 - COMPENSATION

**9.1 Wage Rates.** Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule:

**Wages:**

Year 1: 4.5% increase to the scale, retroactive to April 1, 2018

Year 2: 3.5% increase to the scale, effective at the beginning of the first full pay period on or after August 15, 2019

Year 3: 3% increase to the scale effective at the beginning of the first full pay period on or after August 15, 2020

**One time bonuses as follows:**

Year 1: \$1,000 bonus prorated by FTE paid on the second pay period following ratification for employees at the top of the scale as of the date of ratification.

Year 2: \$1,000 bonus prorated by FTE paid on the first full pay period on or after August 15, 2019 for employees at the top of the scale and those who will reach the top of the scale in year 2.

Year 3: \$1,000 bonus prorated by FTE paid on the first full pay period on or after August 15, 2020 for employees at the top of the scale and those who will reach the top of the scale in year 3.

Effective October 28, 2018 4.5%		
Step	RN	Per Diem
1	\$31.35	\$36.05
2	\$32.68	\$37.58
3	\$33.94	\$39.03
4	\$35.27	\$40.56
5	\$36.63	\$42.12
6	\$37.83	\$43.50
7	\$39.21	\$45.09
8	\$40.48	\$46.55
9	\$41.85	\$48.13
10	\$43.17	\$49.65
11	\$44.77	\$51.49
12	\$45.52	\$52.35
13	\$46.28	\$53.22
14	\$46.91	\$53.95
15	\$47.55	\$54.68
16	\$48.31	\$55.56
17	\$49.05	\$56.41
18	\$49.52	\$56.95
19	\$49.98	\$57.48
20	\$51.06	\$58.72

Effective August, 2019 3.5%		
Step	RN	Per Diem
1	\$32.45	\$37.32
2	\$33.82	\$38.89
3	\$35.13	\$40.40
4	\$36.50	\$41.98
5	\$37.91	\$43.60
6	\$39.15	\$45.02
7	\$40.58	\$46.67
8	\$41.90	\$48.19
9	\$43.31	\$49.81
10	\$44.68	\$51.38
11	\$46.34	\$53.29
12	\$47.11	\$54.18
13	\$47.90	\$55.09
14	\$48.55	\$55.83
15	\$49.21	\$56.59
16	\$50.00	\$57.50
17	\$50.77	\$58.39
18	\$51.25	\$58.94
19	\$51.73	\$59.49
20	\$52.85	\$60.78

Effective August, 2020 3%		
Step	RN	Per Diem
1	\$33.42	\$38.43
2	\$34.83	\$40.05
3	\$36.18	\$41.61
4	\$37.60	\$43.24
5	\$39.05	\$44.91
6	\$40.32	\$46.37
7	\$41.80	\$48.07
8	\$43.16	\$49.63
9	\$44.61	\$51.30
10	\$46.02	\$52.92
11	\$47.73	\$54.89
12	\$48.52	\$55.80
13	\$49.34	\$56.74
14	\$50.01	\$57.51
15	\$50.69	\$58.29
16	\$51.50	\$59.23
17	\$52.29	\$60.13
18	\$52.79	\$60.71
19	\$53.28	\$61.27
20	\$54.44	\$62.61



21	\$52.38	\$60.24
22	\$53.03	\$60.98
23	\$53.70	\$61.76
24	\$54.13	\$62.25
25	\$54.59	\$62.78
26	\$55.03	\$63.28
27	\$55.50	\$63.83
28	\$55.95	\$64.34
29	\$56.41	\$64.87
30	\$57.04	\$65.60
31	\$57.67	\$66.32

21	\$54.21	\$62.34
22	\$54.89	\$63.12
23	\$55.58	\$63.92
24	\$56.02	\$64.42
25	\$56.50	\$64.98
26	\$56.96	\$65.50
27	\$57.44	\$66.06
28	\$57.91	\$66.60
29	\$58.38	\$67.14
30	\$59.04	\$67.90
31	\$59.69	\$68.64

21	\$55.84	\$64.22
22	\$56.54	\$65.02
23	\$57.25	\$65.84
24	\$57.70	\$66.36
25	\$58.20	\$66.93
26	\$58.67	\$67.47
27	\$59.16	\$68.03
28	\$59.65	\$68.60
29	\$60.13	\$69.15
30	\$60.81	\$69.93
31	\$61.48	\$70.70

**9.2 Longevity Steps.** All nurses shall receive longevity steps upon the completion of each anniversary year (12 months) of continuous employment. Longevity steps shall be effective at the beginning of the pay period closest to the anniversary date of employment.

**9.3 Effective Dates, Changes in Compensation.** Any changes in wage rates or other compensation provided for in this Agreement shall become effective at the beginning of the first full payroll period on or after the date designated. 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.

**9.4 Recognition for Past Experience – New Hires.** Nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale. Recent continuous experience shall be defined as clinical nursing experience in an accredited hospital, ambulatory care setting, home health agency or equivalent experience acceptable to the Employer without a break in experience as a registered nurse which would reduce the level of nursing skills in the opinion of the Employer.

**9.4.1** Nurses hired with continuous recent experience as a Licensed Practical Nurse at AMC shall have such experience credited at a rate of one (1) year of service credit for each two (2) years of LPN experience, not to exceed three (3) steps on the wage schedule (9.1).

**ARTICLE 10 - PREMIUM PAY**

**10.1 Shift Differential.** Nurses assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of two dollars and seventy-five (\$2.75) per hour over the hourly rate of pay. Nurses assigned to work the third (11 p.m. - 7 a.m.) shift shall be paid a shift differential four dollars and twenty-five cents (\$4.25) per hour over the hourly rate of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift. Shift differential will be paid on a holiday occurring during a rotation of shifts.

**10.2 Standby Pay.** Standby pay shall be at the rate of four (\$4.00) dollars per hour. An additional two dollars (\$2) per hour will be paid for all hours of standby assigned by the Employer beyond seventy-five (75) hours in a pay period. Standby for the seven (7) holidays as identified in Article 11.5.1 shall be six (\$6.00) per hour. Standby pay shall be paid for actual hours on standby prior to reporting for duty. Standby pay shall not be paid when the nurse is receiving the four (4) hour minimum callback guarantee, even though the nurse has returned to standby status.

**10.2.1 Low Census Status.** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. RNs may be released from duty and placed in “straight low-census status” or put on “low-census stand-by (on-call) status” as follows:

- **RNs may be put on straight low-census status for the entire shift.**
  - If needed later in the shift, the individual may be asked to come in, but would not be required to work.
- **RNs may be put on low-census status for a portion of the shift up to four (4) hours only one time per shift.**
  - The individual would be expected to report to work at the designated time;
  - Pay for the remainder of the shift would be at straight time unless other premium pay applies.
  - If the individual is not needed, they must be notified 1.5 hours prior to the designated time of arrival; at that time, the individual will be released on Low-Census status for the remainder of the shift. By agreement between the RN and management, the RN may be put Low Census Standby (on call) for the remainder of the shift.
- **RNs may be put on low-census Standby (On-Call) for up to four hours.**
  - If the RN assigned to low-census standby returns to work at any time while on standby status, he/she is paid for four (4) hours at 1.5x the regular rate of pay. If the nurse works beyond four (4) hours, the nurse's pay will be paid at straight time, unless some other premium applies.
  - If the RN is not needed, they are released from duties and placed on straight low census for the remainder of the shift. By agreement between the RN and management, the Low Census Standby (On-Call) may be extended for additional hours or the entire shift.
- The Employer reserves the right to cancel the RN on low census standby before the RN on straight low census.

**10.3 Callback Pay.** If a nurse's regularly scheduled shift transitions to on call status or a nurse who is in on call status has left the Employer's premises and is called back to work, any time worked shall be compensated for a minimum of four (4) hours at one and one-half (1 1/2) the regular rate. If the nurse leaves the Hospital's premises before the initial four (4) hour minimum callback period has ended or chooses to stay on the premises after the initial callback has been completed, should the nurse subsequently be called back again within the initial four (4) hour minimum time period, a new minimum callback period shall not occur. The Employer reserves the right to require the nurse to work or remain on the premises for the four (4) hour minimum callback period if the Hospital has reason to believe the nurse's services will be needed. If the minimum four (4) hour callback guarantee should overlap onto the nurse's regularly scheduled shift, only the callback guaranteed hours shall be paid for during the overlapping condition. The regular rate of pay (or overtime rate if applicable) shall be paid for hours worked on the nurse's regularly scheduled shift after the four (4) hour guarantee has been satisfied.

**10.3.1** Subject to patient care considerations, the Employer will make a good faith effort to provide relief for a nurse who requests a day off or a change in the nurse's start time the following day where the nurse has been called back after 11 p.m. the previous night. To be considered, the nurse must notify the Employer not later than one and one-half (1 1/2) hours in advance of the nurse's scheduled shift if making such a request. Upon written request by the Union, the Employer will describe what good faith effort was made at the next Conference Committee. A nurse who exercises this right shall not receive an occurrence under the Hospital's attendance/tardy policy.

**10.4 Report Pay.** Nurses who report for work on a regularly scheduled shift and are sent home due to low patient census shall be paid for four (4) consecutive hours' work (low patient census applies also to low surgery schedule). Where the Employer has left a message on the nurse's telephone answering machine noting the time of the call, or has attempted to reach the nurse at home (documented attempts will be recorded) at least one and one-half (1 1/2) hours prior to the shift start time advising the nurse not to report for work, such communication shall constitute receipt of notice not to report for work and this section shall not apply. If the Employer does not attempt to notify the nurse within the specified time frame and the nurse reports to work, the nurse will be paid four (4)

hours' pay at the straight-time rate of pay.

**10.5 Temporary Assignment to Higher Position.** Temporary assignment to a higher position for three (3) or more consecutive days will result in the nurse being paid at the higher rate.

**10.6 Certification Premium.** Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1) per hour, provided the particular certification has been approved by the Chief Nurse executive, or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing.

**10.7 Rest Between Shifts.** In scheduling work assignments, the employer will make a good faith effort to provide each nurse with at least eleven (11) hours off duty between shifts. In the event that a nurse is required to work with less than eleven (11) hours off duty between shifts, all time worked during that second shift shall be compensated at one and one-half (1 1/2) times the regular rate of pay. This provision shall not apply to education, committee meetings, staff meetings (unless mandatory) or to standby assignments. The section shall not apply to on call pursuant to Article 10.3 (unless actually called back, in which event this section shall apply) and with the understanding that RN's working in the Cath Lab may be required to flex their schedules so as to minimize time and one half pay. Additionally, employees working ten (10) and twelve (12) hour shifts will receive at least ten (10) hours off duty between shifts as referenced in Appendix C. In the event that nurse is required to work with less than 10 hours off duty between shifts, all time worked during the next shift shall be compensated at one and one-half (1 1/2) times the regular rate of pay.

**10.8** If a nurse works more than twelve (12) consecutive hours, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate of pay.

**10.9 Weekend Premium Pay.** Any nurse who works on a weekend shall receive three dollars and fifty cents (\$3.50) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

**10.10 Charge Nurse Pay.** Any nurse who is assigned charge shall be paid a premium rate of two dollars and fifty cents (\$2.50) per hour.

**10.11 Preceptor Pay.** A nurse assigned preceptor duties will be paid an additional one dollar and twenty-five cents (\$1.25) per hour while performing such duties.

**10.12 Service Line Specialty Coordinator.** A Service Line Specialty Coordinator shall receive a premium of one dollar (\$1) per hour. Service Line Specialty Coordinator pay shall be included in the nurse's regular rate of pay.

**10.13 Float Pay.** A nurse not assigned to the Resource Pool shall be eligible to receive a three dollar (\$3) per hour premium on occasions when they float outside their assigned clinical group (whether inpatient or outpatient) in which they are deemed competent to work. Clinical Groups are outlined in Appendix E of this Agreement. A nurse floated to another clinical group to care for a patient from their clinical group (for example, an ICU RN floated to the ED to care for an ICU patient) is not eligible for float pay.

**10.15 Work in Advance of Shift.** When a nurse reports for work in advance of the scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay unless otherwise required by this Agreement. A nurse who reports for work in advance of the scheduled shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

## ARTICLE 11 – PTO/EIT

**11.1 Accrual:** Full and regular part-time nurses shall receive Paid Time Off (PTO) and Extended Illness/Injury Time (EIT) based upon hours paid and low census hours (up to 2080 per year) in accordance with the following schedules.

**11.2 Rate of Pay:** PTO and EIT shall be paid at the nurse's regular rate of pay.

Years of Service	Annual PTO*	Accrual per hour	PTO Max.	Annual EIT*	Accrual per hour
0-4	200	.0962	400	48	.0231
5-9	240	.1154	480	48	.0231
10-19	280	.1346	560	48	.0231
20+	320	.1538	640	48	.0231

**11.3 Access to PTO Accrual:** PTO accruals are to be accessed for all absences except for those that meet EIT criteria as set forth herein. A nurse will receive pay of no less than their assigned FTE each pay period by the combination of hours worked and access to available accruals.

**11.3.1 Requirement to Access Accruals:** Nurses are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event an nurse may choose to either utilize accruals or to take cut hours. (Nurses may not access accruals when they are off work due to a disciplinary suspension).

**11.3.2 Negative Balances:** Nurses may not access accruals that would result in a negative balance. (Nurses will be denied vacation requests if their projected PTO balance would not contain sufficient accruals to cover the requested time off. In this situation, a nurse may request an unpaid leave of absence. If the nurse's PTO bank is below the required amount when a previously approved vacation occurs, the nurse will be allowed to take the vacation with the understanding that a portion or all of the vacation will be unpaid time.

**11.3.3 Leave of Absence.** Access to accruals during a leave of absence must be taken at the nurse's assigned FTE. (A nurse may not access accruals at a lower or higher amount than their assigned FTE during a leave of absence.)

**11.3.4 Unpaid Time off.** All accruals must be exhausted prior to taking unpaid time off (unless eligible for EIT access).

**11.4 Access to EIT accruals.** The purpose of Extended Illness/Injury Time (EIT) is to provide coverage to a nurse for extended absences from work as a result of illness or injury of the nurse (including maternity disability) or to care for the illness or injury of a family member for an extended absence allowed under the FMLA, subject to the sixteen (16) hour inaccessibility rule set out in Article 11.4.1. EIT may also be used for extended absences to care for a family member consistent with the WA State Family Care Act (FCA), subject to the sixteen (16) hour inaccessibility rule set out in Article 11.4.1.

**11.4.1 Eligibility for Access of EIT.** Nurses may access their EIT accruals once they have missed their 17th consecutive scheduled hour of work. In this event, the nurse's access to EIT will commence from the 17th hour of work forward and will not be applied retroactively to the first (1st) through sixteenth (16th) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization (including observation admit for 24 hours or greater) of the employee or the employee's family member (exclusive of Emergency Room visits), the nurse's on-the-job injury, chemotherapy treatment, radiation treatment, the nurse's colonoscopy, if the nurse is furloughed by Employee Health due to a verified

occupational exposure in accordance with MHS policy or outpatient surgery of the nurse. Immediate access to EIT for outpatient surgery is available when the surgery plus recovery period is 3 days or more (as verified by physician certification). This immediate access will apply even when the days of recovery are not scheduled work days.

**11.4.2 Workers' Compensation Access:** Nurses who will receive time loss compensation under MultiCare's Worker's Compensation program may supplement their time loss payments by accessing limited accruals, up to the amount of the nurses pay for the hours the nurse would have worked had the nurse been available to work. For the first sixteen (16) consecutive missed scheduled hours of work the nurse must access his/her PTO accruals, upon missing his/her seventeenth consecutive scheduled hour of work, the nurse may access their EIT accruals.

**11.4.3 Re-injury/Relapse:** When an nurse attempts to return to work and, within 48 hours of that return to work, is unable to continue to work due to the same illness or injury (of themselves or of the family member pursuant to State and Federal law) which had precipitated their absence, if EIT had been accessed previously, EIT may be accessed again despite the break in consecutive scheduled hours off. EIT may not be utilized retroactively, but from the 17th missed work hour forward.

**11.4.4 Family Leave:** EIT may be accessed for any period of disability associated with pregnancy or childbirth in accordance with the criteria set forth herein, so long as appropriate medical certification is submitted reflecting the length of the disability period. However, EIT may not be accessed for the non-disability portion of maternity/paternity or family leave.

**11.5 Premium Pay and PTO Access for Holiday Work:** Any hourly nurse who works on a designated Premium Pay Day will be paid time and one-half (1-1/2) for all hours worked on that day. In addition, nurses may also access their PTO accruals for up to their regular shift length on any Premium Pay Day.

**11.5.1** Premium paydays are New Year's Day; Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For purposes of premium pay, the time period from 3:00 p.m. December 24 to 11:00 pm December 25 shall be recognized as Christmas, 3:00 p.m. December 31 to 3:00 p.m. January 1 shall be recognized as New Year's. Holiday work shall be equitably rotated by the Employer.

**11.6 Termination of Benefits:** Cash out of accruals will be paid to nurses who terminate in good standing, who change to non-benefit eligible status, or who choose pay in lieu of benefits during open enrollment as follows:

- a. PTO accruals paid at 100%
- b. EIT accruals paid at 25% for hours in excess of 240

**11.6.1 "Good Standing" Defined:** A nurse is not "in good standing" if they are being discharged for cause, if they have given insufficient notice of resignation in accordance with contractual requirements or have failed to work out their notice period (i.e., calling in short notice for remaining shifts absent a medical certification).

**11.7 PTO Cash Out Option:** During October of each year, nurses with a PTO balance equal to or greater than 200 hours may choose to cash out up to forty (40) hours of their PTO balance such that their balance does not drop below 200 hours.

**11.8 PTO Donation:** A nurse with a PTO balance of equal to or greater than forty (40) hours can donate up to sixteen (16) hours per year of their PTO to another employee who has a qualifying illness under the PTO donation policy who is benefit eligible, and who has exhausted their PTO and EIT accruals. The rate of pay for a donated hour of PTO is the donor's rate.

**11.9 Scheduling.** All vacation time must be scheduled in advance in accordance with Hospital policies and approved by Supervision. The Employer shall retain the right to determine policies of scheduling Paid Time Off

(PTO). Employees shall present written requests for PTO by the tenth (10th) of each month with approval granted by the twentieth (20th) of the same month. Requests for scheduling PTO can be submitted for the upcoming twelve (12) month period. Updated vacation schedules will be posted (in hard copy or online format) on the twentieth (20th) of each month. In case of conflicting requests by employees for PTO or limitations imposed by the Employer, seniority shall prevail in assigning PTO. Once approved, an employee's PTO cannot be bumped by a subsequent request by a more senior employee. PTO requested during Christmas or New Year's holiday periods shall be assigned on a rotational basis. Employees shall be permitted to take more than two (2) consecutive weeks with approval of Management. The Employer shall have the right to schedule vacation in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs will take precedent over individual requests. Generally, vacation time may not be taken in increments of less than the employee's regular workday. Under special circumstances, and only when approved by supervision, partial days may be granted. Vacation scheduling shall be a proper subject for the Conference Committee.

**11.10 Short Notice Requirements:** In case of illness or other personal emergency requiring a short notice absence, the nurse is required to notify their supervisor or designee immediately, but not less than two (2) hours prior to the beginning of their shift in nursing departments (one (1) hour for non-nursing departments), or in compliance with any other facility or department-specific policy. Each department will develop a system/procedure so that the nurse will only be required to make one (1) telephone contact with the Employer notifying the Department Manager that the nurse will be absent from work due to illness or injury.

**11.11 Proof of Illness.** The Employer reserves the right to require reasonable written proof of illness or injury. If proof of illness is required, the nurse will be informed in advance or when the nurse calls in sick. Where the Employer has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home prior to the nurse's return to work, such communication shall constitute receipt of notice by the nurse that proof of illness is required. Proven abuse of sick leave will be grounds for discharge. Prior to any discipline for excessive absenteeism, the Employer will counsel affected nurses regarding their sick leave use. Excessive absenteeism will be subject to counseling/disciplinary action consistent with Section 6.4 of the Agreement.

## ARTICLE 12 - LEAVE OF ABSENCE

**12.1 General.** All leaves are to be requested from the Hospital in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days. For purposes of eligibility for leave for part-time nurses, one (1) year shall equal twelve (12) consecutive calendar months. A leave of absence shall begin on the first day of absence from work.

**12.2 Maternity Leave.** After completion of the probationary period, leave without pay 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. The Employer shall return the nurse to the same unit, shift and FTE status, if the nurse returns from the maternity leave at the end of the disability as certified by the physician. Maternity leave in excess of the disability period shall be subject to meeting proper staffing requirements as approved by the Associate Administrator. For nurses employed less than one (1) year, time off for the actual period of disability will be allowed.

**12.3 Family Leave.** As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 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 employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position (same department, FTE and shift) at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state

law, the leaves shall run concurrently. 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 Employer may require, or 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.

**12.3.1** As required by Washington State's Family Care Act, benefits earning employees shall be entitled to time off to care for covered family members who meet the qualifications for coverage. Covered family members include: child; spouse; parent; grandparent; and, parent-in-law. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the State law and shall not be more broadly construed. The Employer will require that the employee use any accrued paid leave time for which the employee is eligible during the leave. Leave taken under the State Family Care rules that qualifies for leave under the FMLA will be counted towards the employee's FMLA leave entitlement if the employee is eligible for FMLA.

**12.4 Health Leave.** After one (1) year of continuous employment, a leave of absence for a period up to six (6) months may be granted without pay for health reasons upon the recommendations of a physician, without loss of accrued benefits. The Employer shall guarantee the nurse's position if the nurse returns from the health leave within eight (8) weeks. If the nurse has not returned to work within eight (8) weeks of the commencement of the leave, the Employer will thereafter make a good faith effort to hold the nurse's position for an additional four (4) weeks. In the event the Employer is required to fill the position due to business necessity between the ninth (9th) and twelfth (12th) week period, the nurse will be notified and given the opportunity to return to work. If the nurse is unable to return to work at that time, the nurse when returning from the health leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence. This leave of absence shall run concurrently with any leaves of absence provided by state or federal law.

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

**12.5.1** As required by Federal law, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. Eligible employees are also entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is a reservist, National Guard member, or a recalled retired member who has been notified of an impending call to active duty status in support of a contingency operation.

**12.5.2** As required by State law, an eligible employee who is the spouse of a military member called to active duty, ordered to be deployed or on leave from deployment during times of a military conflict is entitled to take a total of 15 days of leave per deployment. The leave may be taken without pay or the employee may use accrued Paid Time Off.

These leaves shall be interpreted consistently with the rights, requirements; limitations and conditions set forth in the Federal and State law and shall not be more broadly construed. Where allowed by law, these leaves shall run concurrently with the employee's FMLA entitlement.

**12.6 Bereavement Leave.** Leave of up to three (3) days with pay shall be granted for death in the immediate family. Upon request, the Hospital may grant five (5) additional days of unpaid leave or paid vacation leave when extensive travel is required. Immediate family shall be defined by the following relationships of birth, adoptions or marriage for the purpose of this section: spouse, son or daughter, mother or father, sister or brother, grandparent, grandparent-in-law, grandchild, mother-in-law or father-in-law, son-in-law, daughter-in-law, stepparent, stepchild, stepsister or stepbrother, brother-in-law or sister-in-law, any relative living in the same household and domestic partner (City of Seattle definition).

**12.7 Jury Duty.** A full-time or part-time nurse who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between the nurse's jury duty/witness fee pay and the nurse's regular rate of pay, provided that the nurse notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship upon the Employer. Nurses who serve as jurors or a witness on behalf of the Employer will be administratively assigned to the day shift for the duration of the jury duty. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

**12.8 Unpaid Educational Leave.** After one (1) year of continuous employment, permission shall be granted for leave of absence for a maximum of one (1) year without pay for study, without loss of accrued benefits.

**12.9 Continuing Education.** The Hospital recognizes the value of continuing education to the nurse. When the nurse participates in an educational program at the request of the Hospital, the nurse shall not incur any reduction in pay and any direct expenses will be paid. All full-time nurses shall be allowed five hundred dollars (\$500) per calendar year (prorated for part-time nurses) to use for work-related educational opportunities and related expenses, i.e. reimbursement for tuition and salary. Requests for continuing education time off on scheduled work days must be applied for at least twenty-one (21) days in advance on a form provided by the Employer. The employee will be allowed two (2) shifts without pay for education. The employee may receive up to 24 hours of paid time to attend educational offerings. The employee's request shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program. Once unpaid education time has been approved it will not be cancelled absent an emergency.

**12.9.1** If the Employer requires a nurse to attend an outside workshop or institute, the nurse will receive regular salary, tuition and reasonable expenses in accordance with MultiCare policy

**12.10 Benefit Accrual During Leave.** Leave without pay for a period of three (3) calendar months or less shall not alter a nurse's anniversary date with regard to the wage schedule. Annual leave and sick leave is accrued on the basis of hours paid, and shall not accrue during an unpaid leave of absence. Leave without pay for a period in excess of three (3) calendar months will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Hospital.

**12.11 Leave With Pay.** Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer. Except as otherwise provided for herein, nurses returning to work following a period of approved leave of absence shall return to their previous unit, shift, benefit premiums, and former full-time or part-time status.

**12.12 Return from Leave.** Except as otherwise provided in Article 13, if a nurse's absence from work (including unpaid leave time and any form of paid time off) does not exceed six (6) weeks total time away from work, the nurse shall be allowed to return to the nurse's prior position and shift. Nurses returning from an approved personal leave of absence exceeding six (6) weeks in duration shall be reassigned to their former position, if open. If the former position has been filled, the returning nurse shall be assigned to the first available similar opening on the same shift for which the nurse is qualified.

**12.13 Union Leave.** Employees will be afforded an option of requesting an unpaid leave of absence to attend Union Executive Board meetings, officer meetings, Shop Steward meetings, annual lobbying day and training sessions or Union conventions. Such leaves may be approved subject to unit/department and patient care needs.

## **ARTICLE 13 - BENEFIT PLANS**

**13.1 Flexible Benefits (Medical, Dental and Life) Insurance.** For new hires and transfers into the bargaining unit as of **January 1, 2019**, benefits eligibility shall be effective beginning the first of the month following thirty



(30) days of continuous employment as a benefit's eligible employee. All full-time and all part-time employees regularly scheduled to work thirty (30) or more hours per week (0.75 FTE) shall be eligible for the Employer's flexible benefits insurance plan providing medical, dental and life insurance benefits.

Employees will have the option of participating in a MultiCare sponsored Wellness Plan. Those who choose not to participate will be subject to health insurance premium surcharge.

The Employer will develop and implement a dental fee schedule option beginning in 2012 for employees who wish to use Dentists who are willing to provide care under that arrangement. The fee schedule option will be cost neutral to the Employer as compared with the current dental plan.

**13.1.1** Part-time employees regularly scheduled to work sixteen (16) or more hours per week and desiring medical, dental and life insurance may sign up for the Hospital's flexible benefits plan and the Hospital will pay for one-half (1/2) of the employee only premium, with the remainder to be paid by the employee.

**13.1.2 Health Plan Premiums.** Premiums for the Employer's health benefit plans for 2018 and 2019 will be as outlined on Appendix (E) except that employees enrolled in the PPO as self-only for calendar year 2018 shall continue to pay a forty-five (\$45) self only premium (fifteen dollars (\$15) with the Healthy at Work discount) for calendar year 2018. Premiums for subsequent years shall be as outlined in Appendix (E), this Article and subject to the terms of Article 13.6.

Other costs such as deductibles, co-pays, co-insurance, out of pocket maximums, etc. for the health benefit plans shall remain unchanged for calendar years 2018 and 2019. Any premium increases for 2020 to the monthly health insurance premiums will be shared equally by the employee and Employer, except that the employee share shall not exceed a maximum of fifty dollars (\$50.00) per month.

**13.1.3 Grandfathered Employees.** For the term of this agreement, Employees in the UFCW bargaining unit before **January 1, 2019**, shall remain fulltime benefits eligible at twenty-four (24) or more hours per week (0.6 FTE) so long as the employee remains employed with MHS.

**13.2 Retirement Plan.** All regular employees who work more than one thousand (1000) hours during a calendar year shall be covered under the Employer's retirement plan. Effective January 2005, employees hired on or before July 31, 2002, will have the option of remaining in the Employer's existing Pension Plan or electing to participate in the Employer's new Retirement Account Plan (RAP). Employees hired on or after August 1, 2002, shall only participate in the Employer's Retirement Account Plan.

Note: for purposes of Article 13.2, Retirement, any former ARMC/UHS employees who were compensated for at least 1,000 hours between October 1, 2011 and September 30, 2012 enter the MHS Retirement Account Plan (RAP) effective October 1, 2012.

**13.3 Life Insurance.** The level of benefits under the Employer's Group Life Insurance Plan in effect on the effective date of this Agreement, as those benefits relate to bargaining unit employees, shall not be reduced during the term of this Agreement.

**13.4 Workers' Compensation.** Workers' Compensation insurance shall be provided by the Employer subject to employee contributions provided for in the present Industrial Insurance Act or as subsequently amended.

**13.5 Unemployment Compensation.** Unemployment compensation shall be provided by the Employer as required by law.

**13.6 Plan Changes to Health Insurance.** In the event the Employer modifies its current Plans or provides an alternative Plan(s) the Employer will negotiate the proposed Plan changes with the Union. The Employer shall notify the Union at least ninety (90) days prior to the benefit election period.

**13.7 MHS Gain Sharing Plan.** The bargaining unit is eligible to participate in the MultiCare Health System Gain Sharing plan on the same basis as other eligible MultiCare employees for plan year 2013 to be paid in 2018, 2019, and 2020. Individual eligibility is as follows:

- a. paid a minimum of 1,000 hours during the applicable plan year;
- b. is in a regular FTE status position on December 31 of the applicable plan year.

The terms of the Gain Sharing Plan are determined annually by the MHS Board of Directors.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

**14.1 Grievance Defined.** A grievance is defined as any alleged breach by the Employer of any express term of this Agreement. If any such grievance arises, it shall be submitted to the following procedure. In order to be subject to the following procedure, any grievance must be submitted at the first applicable step within fourteen (14) calendar days from the date when the nurse or the Union was aware, or reasonably should have been aware, that a grievance existed. All grievances not filed within the fourteen (14) day period are deemed waived by the aggrieved party.

**14.1.1 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute a withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

**14.1.2 Step One Written Warnings.** The Employer and Union agree that should the Union not grieve a Step One Written Warning, the Union reserves the right to challenge the basis for the Step One Written Warning if the Step One Written Warning is used as the basis for further discipline up to and including discharge.

**14.2 Step 1.** Nurse and Immediate Supervisor and/or Department Head. If a nurse has a grievance, the nurse and the Unit/Union Representative, must first present the grievance in writing to the immediate supervisor (or Department Head) within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor and/or Department Head shall meet with the nurse (and Unit/Union Representative) in an attempt to resolve the problem. The immediate supervisor (or Department Head) shall respond in writing to the nurse within fourteen (14) calendar days following the meeting with the nurse. Should the immediate supervisor and/or Department Head and the nurse meet to resolve the grievance, a Unit Representative and a Human Resources representative may attend the meeting.

**14.3 Step 2.** Nurse and Director of Employee and Labor Relations. If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse and Union shall present the grievance to the Director of Employee and Labor Relations (and/or designated representative) within seven (7) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Unit or Union Representative) and the Director of Employee and Labor Relations (and/or designated representative) shall be held. The Director of Employee and Labor Relations (or designated representative) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

**14.4 Step 3.** Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1 and 2 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Director of Employee and Labor Relations or designee. After notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, the Union shall promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator.

**14.4.1** The Arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. If the Arbitrator finds that the Employer was not limited by this Agreement from taking the action grieved, the Arbitrator shall have no authority to limit the Employer's action and shall not substitute his or her judgment for the Employer's so long as that judgment was reasonably exercised. Any dismissal by the Arbitrator, whether on the merits or procedural grounds, shall bar any further arbitration.

**14.4.2** Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred by mutual consent 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.

**14.4.3** Except where specifically provided elsewhere in this Agreement, neither party shall be required during the term of this Agreement to provide the other party with any data, documents or information in its possession or under its control for any purpose except insofar as it may be relevant to a pending grievance or to pending negotiations for a renewal collective bargaining agreement. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

**14.5 Mediation.** The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process.

#### **ARTICLE 15 - NO STRIKE--NO LOCKOUT**

**15.1 No Strike.** The parties to this Agreement realize that the Hospital provides special and essential services to the community, and that for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, there shall be no strikes, including any sympathy strikes, work stoppages, picketing, hand billing, walkouts, slowdowns, boycotts or any other activity that interrupts or impedes work, or the delivery of goods, services or patients to the Hospital. No officers or representatives of the Union shall authorize, instigate, aid or condone such activity. In the event of any such activity, the Union and its officers and agents shall do everything within their power to end or avert the same. Any nurse participating in any of the activities referred to above, including the refusal to cross a picket line posted by any other labor organization or any other party, shall be subject to immediate dismissal, permanent replacement, or lesser discipline, at the Hospital's discretion.

**15.2 No Lockout.** The Hospital shall not engage in any lockout during the term of this Agreement.

#### **ARTICLE 16 - CONFERENCE/PATIENT CARE COMMITTEE**

**16.1** Registered nurses in the Hospital constitute a unit, and six (6) representatives elected by the general duty nurses of the unit shall constitute the Conference/Patient Care Committee. The Conference/Patient Care Committee shall meet regularly on request with representatives of the Hospital, one of whom shall be the AMC Chief Nurse, to discuss matters relating to nursing care and difficulties that may arise over this Agreement. A career ladder shall be an appropriate subject for the Conference/Patient Care Committee. By mutual agreement of both parties, existing provisions of this contract may be modified to implement solutions to, and the resolution of, staffing needs. Time spent at Conference/Patient Care Committee Meetings shall be paid for at the applicable rate of pay.

#### **ARTICLE 17 - GENERAL PROVISIONS**

**17.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington and

rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

**17.2 Contract Minimums.** Nothing contained herein shall prohibit the Hospital, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

**17.3 Waiver.** During the life of this Agreement, the Union agrees that the Hospital shall not be obliged to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement, or discussed during the negotiations which resulted in this Agreement.


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

### ARTICLE 18 - DURATION AND TERMINATION – August 15, 2021

This Agreement shall be effective upon date of ratification and shall remain in full force and effect until August 15, 2021 and annually thereafter unless either party serves notice on the other to amend or terminate the Agreement by giving written notice to the other party not less than ninety (90) days in advance of the expiration date.

Signed this 14 day of March 2019.

MULTICARE HEALTH SYSTEM

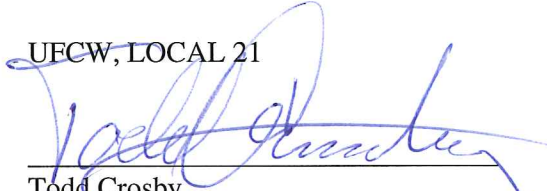


Steven Bascom  
Vice President, Human Resources



Laura Edwards  
Director, Labor and Employee Relations

UFCW, LOCAL 21



Todd Crosby  
President



Michael Hines  
Negotiator

## APPENDIX A

### TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 8.3 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each five (5) hours of work. Shift start times shall be determined by the Employer.
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period, as determined by the Employer. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) hours beyond the end of a scheduled shift, all overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).
3. **Rest Between Shifts.** Sections 10.7 of the Agreement apply in its entirety with the sole exception being that the length of the rest period shall be ten (10) hours rather than twelve (12) hours.
4. **Shift Differential.** If the majority of the hours of the nurse's regularly scheduled shift fall within the designated evening (3 - 11 p.m.) or night (11 p.m. - 7 a.m.) shift period, the shift shall be considered a permanent assignment for that nurse and the nurse shall receive the shift differential for their entire shift. If the evening or night shift is a permanent assignment, shift differential shall be considered to be a part of the nurse's regular rate of pay. This paragraph supersedes Article 10.1 of the Agreement in its entirety.

## APPENDIX B

### TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 8.3 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer.
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x).
3. **Rest Between Shifts.** The following shall be in effect as of the date of ratification until such time as the time keeping system has the capacity to allow for implementation of the new Article 10.7: Sections 10.7 of the Agreement apply in its entirety with the sole exception being that the length of the rest period shall be ten (10) hours rather than twelve (12) hours.
4. **Shift Differential.** If the majority of the hours of the nurse's regularly scheduled shift fall within the designated evening (3 - 11 p.m.) or night (11 p.m. - 7 a.m.) shift period, the shift shall be considered a permanent assignment for that nurse and the nurse shall receive the shift differential for their entire shift. If the evening or night shift is a permanent assignment, shift differential shall be considered to be a part of the nurse's regular rate of pay. For those employees working the 3 a.m. to 3 p.m. shift, night shift differential shall be paid for those hours worked between 3 a.m. and 7 a.m. This paragraph supersedes Article 10.1 of the Agreement in its entirety.

## APPENDIX C

### FLOATING

Clinical groupings for purposes of floating are as follows:

1. Emergency. All areas within ED. See note below
2. Family Birth Center (FBC). All areas within FBC. See note below
3. Surgical Services. All areas within Surgical Services. See note below.
4. Critical Care.
  - ICU float to PCU
  - Short Stay/Obs/PCU can float to ICU for PCU patients
  - Short Stay/Obs/PCU can float to Med Surg
  - Short Stay/Obs can float to PCU
  - See note below
5. Med Surg.
  - Med Surg can float to Short Stay/Obs/ PCU – cannot care for patients on PCU level medicated drips or any newly admitted PCU status patient.
  - Med Surg can float to Behavioral Health Memory Wellness or Emotional Wellness (not as the only RN or charge nurse)
  - Med Surg can float to FBC area to care for GYN Medical Surgical patients
  - See note below.
6. Behavioral Health (BHU). Includes Adult units.
  - All areas within BHU
  - See note below
7. Procedural Areas (Cath Lab/IR)
  - Can float within department unless cross-trained
  - See note below

#### NOTES:

- if the nurse has appropriate competencies (as defined and verified by the Employer), the nurse may be floated to the unit for which they are competent, even if it outside their “home” clinical grouping.
- ICU, PCU/Obs, Medical-Surgical Nurses can be assigned to care for patients that are boarding (waiting for an inpatient bed) in alternative areas but are of the same acuity as their home unit.
- RNs with less than 1-year experience after completion of their RN Residency Program will not be required to float to other units. Exceptions can be made in special circumstances to promote patient safety and, only with agreement between management and the RN.
- RNs with less than 6 months’ experience at AMC/MHS will not be required to float. Exceptions can be made in special circumstances to promote patient safety and, only with mutual agreement between management and the RN.
- Exceptions to the floating guidelines can be made in Internal or External Disaster situations.

## APPENDIX D

### NURSING INCENTIVE PAY PLAN

In the case of chronic, substantial staffing shortages, a financial incentive in addition to existing contractual terms can serve as a positive inducement for nurses to work over their assigned FTE level. Incentive pay will be triggered by vacancy rates as in section 1, below. The vacancy rate is measured by unit and shift. The terms of the plan are as noted below:

1. Incentive pay plan would activate upon a vacancy rate consistently greater than fifteen percent (15%) over a minimum of three (3) months for a specific shift and unit. The incentive pay plan would terminate upon the vacancy rate reaching ten percent (10%) or less on a shift to shift basis. In determining vacancy rates, the Employer determines how many positions it needs on an ongoing basis.
2. Incentive will be paid at two times (2.0 X) the nurse's regular rate of pay. On a non-precedent setting basis, hours paid at the double time rate would not count as hours worked for the purposes of the 8/80 or 40 hour threshold for overtime purposes.
3. Incentive pay will be paid for all hours worked in excess of the employee's FTE. Per diem nurses must work a minimum 0.6 FTE in the pay period prior to being eligible for incentive pay. In determining whether the nurse has worked more than his/her FTE, hours paid but not worked shall not count. Examples of hours paid but not worked are PTO, EIT, jury duty, voluntary education, and bereavement hours. While management anticipates very little, if any, low census, mandatory low census given to a nurse on any of the nurse's core scheduled hours will count as hours worked.
4. In the event more nurses are signed up for a given shift than are necessary, the order of preference should be based on which nurse(s) is less likely to be paid double time as a result of working that shift. For example, an 8-hour shift Per Diem nurse who has not yet worked six (6) shifts in the pay period will have preference over a regular nurse who signs up for an extra day at any time during the pay period, unless the regular nurse had a previous PTO, EIT or other non-contributing day in lieu of a scheduled day of work. Where two nurses who would both be entitled to double time (2x) sign up for an extra shift, the distribution of work shall be rotated beginning with the most senior nurse. Rotation shall restart with the most senior nurse at the beginning of each six (6) month period (July 1 and January 1). Individual employees are responsible for updating the roster that will be used by Charge Nurses.
5. Management reserves discretion as to implementation as well as discontinuation of the incentive pay plan based on the minimum criteria set out in paragraph 1 above.
6. Prior to discontinuing the incentive plan, the Employer will advise the Union and the nurses at least ten (10) days prior to the date the schedule is posted.



**APPENDIX E**

**HEALTH INSURANCE PLANS AND PREMIUMS**

Health Plan Premiums for 2018 and 2019

		<b>2018</b>	<b>2019</b>
<b>Member premiums/payroll deductions</b> (Without Health@Work savings )	<b>Std PPO</b>	EE only - \$130 EE & Sp - \$345 EE & Children - \$251 EE & Fam - \$453	EE only - \$175 EE & Sp - \$390 EE & Children - \$296 EE & Fam - \$498
	<b>MCCN</b>	EE only - \$0 EE & Sp - \$230 EE & Children - \$136 EE & Fam - \$310	EE only - \$30 EE & Sp - \$230 EE & Children - \$136 EE & Fam - \$310
	<b>HDHP</b>	EE only - \$0 EE & Sp - \$175 EE & Children - \$125 EE & Fam - \$225	EE only - \$75 EE & Sp - \$175 EE & Children - \$125 EE & Fam - \$225

Other Costs. Other costs such as deductibles, co-pays, co-insurance, out of pocket maximums, etc. shall remain unchanged through December 31, 2019.

# THE UNION DIFFERENCE

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

## A Voice at Work

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

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

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

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 46,000 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:**

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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