

EMPLOYMENT AGREEMENT

by and between

PROVIDENCE ST. PETER HOSPITAL

and

United Food and Commercial Workers International Union,

Local 21

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION.....	7
ARTICLE 2 - UNION MEMBERSHIP	7
2.1 Membership.....	7
2.2 Dues Deduction	7
2.3 Voluntary Political Action Fund Deduction (Cope).....	8
2.4 Employee Roster	8
ARTICLE 3 - UNION REPRESENTATION	8
3.1 Access to Premises.	8
3.2 Bargaining Unit Representatives.....	9
3.3 Bulletin Board	9
3.4 Contract and Job Description	9
3.5 New Hire Orientation	9
ARTICLE 4 - DEFINITIONS	9
4.1 Resident Nurse.	9
4.2 Staff Nurse.....	9
4.3 Nurse in Charge.....	9
4.4 Intraoperative Specialty Resource Nurse.	10
4.5 Full-Time Nurse	10
4.6 Part-Time Nurse	10
4.7 Per Diem Nurse	10
4.7.1 Per Diem Seniority	10
4.8 Introductory Nurse	11
4.9 Preceptor.....	11
4.10 Regular Rate of Pay.....	11
4.11 Seniority and Benefit Accrual.	11
ARTICLE 5 - EMPLOYMENT PRACTICES	11
5.1 Equal Opportunity	11
5.2 Notice of Termination	11
5.3 Notice of Resignation.....	11
5.4 Discipline and Discharge.....	11
5.5 Evaluations	12
5.6 Personnel File	12
5.7 Travel.....	12
5.8 Floating.....	12
5.9 Payroll Checks.....	13
5.10 Job Openings	13
5.10.1 Transfer.	14
5.10.2 Interim Position	14
5.11 Safety.....	15
ARTICLE 6 - SENIORITY	15
6.1 Definition.....	15

6.2	Layoff, Unit Restructure, Unit Merger and Unit Closure	15
6.2.1	Notice.	15
6.2.2	Unit Layoff.....	15
6.2.3	Unit Restructure	16
6.2.4	Unit Merger	16
6.2.5	Unit Closure	16
6.3	Low Seniority Roster.....	17
6.4	Transfers.....	17
6.5	Orientation.....	17
6.6	Notification to Nurse.....	17
6.7	Notice of Layoff.....	17
6.8	Per Diem, Agency and Introductory Nurses	18
6.9	Filling of Positions.	18
6.10	Recall.....	18
6.11	Termination of Seniority	18
6.12	Seniority Roster.....	18
6.13	Low Census	18
ARTICLE 7 - HOURS OF WORK AND OVERTIME		19
7.1	Work Day.	19
7.2	Work Period.	19
7.3	Innovative Work Schedules.....	19
7.4	Overtime.....	20
7.5	Meal/Rest Periods.....	20
7.6	Weekends Off.....	20
7.7	Time Off Between Shifts.....	20
7.8	Work Schedules.....	20
7.9	Variable Shifts.....	21
ARTICLE 8 - COMPENSATION.....		21
8.1	Wage Rates.....	21
8.2	Compensation Increases	23
8.3	Longevity Steps.....	23
8.4	Recognition for Past Experience	23
8.5	Cafeteria Discount.....	23
8.7	Telephone Standby	23
ARTICLE 9 - PREMIUM PAY.....		23
9.1	Shift Differential.....	23
9.2	Standby Pay	24
9.2.1	Low Census Standby.....	24
9.3	Call In Pay	24
9.4	Callback Pay.....	24
9.5	Weekend Premium Pay.	24
9.6	Work in Advance of Shift.	24
9.7	Charge Duty	24
9.8	Preceptor Premium.....	24
9.9	Float Premium	25
9.10	Report Pay.....	25

9.11	Certification/BSN Premium	25
9.12	Transport Pay	25
9.13	Neonatal Transport Team.....	25
9.14	Intraoperative Specialty Premium.....	26
ARTICLE 10 - ANNUAL LEAVE		26
10.1	Accrual.....	26
10.2	Scheduling.....	26
10.3	Cash Out.....	27
10.4	Work on Holidays	27
10.4.1	Night Shift.....	27
10.4.2	President’s Day 2020.....	27
10.5	Payment Upon Termination.....	27
10.6	Pay Rate.....	28
ARTICLE 11 - SICK LEAVE		28
11.1	Accrual.....	28
11.2	Compensation.....	28
11.3	Notification.....	28
11.4	Sick Leave Cashout.....	28
11.5	Retirement	28
11.6	Personal Leave Day.....	28
ARTICLE 12 - HEALTH PROGRAMS		29
12.1	Benefits.....	29
12.2	Eligibility.....	29
12.3	Health Tests.....	29
12.4	Other Insurance	29
12.5	Retirement Plan.....	29
12.6	Medical Plan Changes.....	29
12.7	Hospital/Pharmacy Discounts.....	30
ARTICLE 13 - LEAVES OF ABSENCE		30
13.1	Leave of Absence.....	30
13.2	Maternity Leave	30
13.3	Family and Medical Leave.....	30
13.4	Health Leave.....	32
13.4.1	Work-related (Compensable) Injury Health Leave.....	32
13.5	Military Leave	32
13.6	Leave With Pay	32
13.7	Personal Leave Without Pay	32
13.8	Return From Leave.....	33
13.9	Jury Duty.....	33
13.10	Funeral Leave.....	33
13.11	Union Leave.....	33
13.12	Leave Interpretation.....	33
ARTICLE 14 - STAFF DEVELOPMENT.....		33
14.1	Orientation.....	33

14.2	Inservice Education.....	33
14.3	Paid Education Leave.....	34
14.3.1	Continuing Education and Professional Development Expenses.....	34
14.4	Unpaid Educational Leave	34
14.5	Sabbatical Leave.....	34
14.6	Professional Development Model	35
ARTICLE 15 – COMMITTEES		35
15.1	Labor Management Committee.....	35
15.1.1	Low Census Concerns	35
15.2	Nursing Practice and Staffing Committee.....	36
15.3	Workplace Violence Prevention Committee (WVPC).....	36
15.4	Compensation for Committees.....	36
ARTICLE 16 - GRIEVANCE PROCEDURE.....		36
16.1	Grievance Defined.....	36
16.2	Time Limits	37
16.3	Appeal	37
16.4	Mediation.....	37
ARTICLE 17 - MANAGEMENT RESPONSIBILITIES		37
ARTICLE 18 - UNINTERRUPTED PATIENT CARE.....		38
18.1	No Strike.....	38
18.2	No Lockout.....	38
ARTICLE 19 - DRUG AND ALCOHOL FREE WORKPLACE.....		38
19.1	General	38
19.2	Drug Free Workplace Policy	38
19.3	Treatment and Rehabilitation	38
19.4	Substance Abuse and Monitoring Program.....	39
ARTICLE 20 - GENERAL PROVISIONS		39
20.1	State and Federal Laws.....	39
20.2	Past Practices	39
20.3	Complete Agreement.....	39
ARTICLE 21 - DURATION AND TERMINATION.....		39
ADDENDUM 1.....		41
ADDENDUM 2.....		43
ADDENDUM 3.....		44
ADDENDUM 4.....		45
ADDENDUM 5.....		46
LETTER OF UNDERSTANDING		48
LETTER OF UNDERSTANDING		52
	Incentive Pay.....	52

LETTER OF UNDERSTANDING	54
Nurse Practice and Staffing Committee.....	54

This Agreement is made and entered into by and between Providence St. Peter Hospital (hereinafter referred to as the “Hospital” or the “Employer”) and the United Food and Commercial Workers International Union, Local 21 (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 Recognition. The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer, excluding supervisory, administrative/management positions and all other employees.

1.2 Successor. In the event of the sale, merger or transfer of the ownership of the Hospital to an entity not a signatory to this Agreement, the Hospital will provide the Union sixty (60) days’ notice and will meet, at the Union’s request, to discuss the impact of such change. Such notice shall include the: (1) successor or assignee’s name; (2) the expected date of completion of such sale, merger or transfer.

ARTICLE 2 - UNION MEMBERSHIP

2.1 Membership. All regular status nurses who are members of the Union in good standing shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All newly employed regular status nurses shall become members of the Union within the ninety (90) days following the beginning of such employment, and shall as a condition of employment maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. Nurses who fail to comply with this requirement shall be discharged by the Employer within ninety (90) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. The Union hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer relating to any discharge that occurs as a consequence of this Article 2.1.

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

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

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

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

2.4 Employee Roster. Upon the signing of this Agreement and each three (3) months thereafter, the Employer shall provide the Union with a list of names, addresses, phone number, employee numbers, job classification, date of hire, rate of pay, and FTE status of those nurses covered by this Agreement. The Employer will provide the Union with a list of names and addresses of new hires and terminations with date of hire/termination on a monthly basis.

ARTICLE 3 - UNION REPRESENTATION

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer, which may not be unreasonably denied. 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. Nothing in this paragraph shall be construed as a waiver of the union's statutory rights.

3.2 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.

3.3 Bulletin Board. The Union shall be permitted to post announcements and notifications of professional activities signed by a designated Bargaining Unit Representative in the space provided on bulletin boards designated by the Employer with prior approval of the Human Resources Department. The Union agrees to limit the posting of Union materials to the designated bulletin boards. The Union will be allowed to use a minimum of six (6) bulletin boards to be located in areas identified in the letter of understanding. Upon request, the Hospital agrees to post union meeting notices on unit bulletin boards subject to available space.

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

3.5 New Hire Orientation. A delegate or designee/officer/union representative may meet with new employees immediately following orientation to introduce employees to the Union and the Union contract. The meeting shall not exceed one-half (1/2) hour in duration, it shall be voluntary, and shall be on unpaid time for both the delegate/officer and the new employee. By the end of the week prior to each new employee orientation, the employer will make available to the Union a list of all bargaining unit employees then scheduled for orientation. This list shall include the date of orientation, name, FTE, job classification, start date, shift, department, unit and campus of each new bargaining unit employee attending the orientation.

ARTICLE 4 - DEFINITIONS

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

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

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

assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

4.4 Intraoperative Specialty Resource Nurse. A nurse assigned by management at its discretion to oversee a specific clinical surgical service in addition to regular staff nurse duties.

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

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

4.7 Per Diem Nurse. A nurse hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of any emergency or employee absenteeism. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement. Per diem nurses may not hold an FTE position at PSPH.

Per Diem Nurses will be hired in one of the three categories of Per Diem Tiers. There are three levels of tiers:

Tier 1 – Seasonal: Must be available for 3 month period (summer or winter), will notify manager in writing of availability 2 months ahead of intended start date, required to meet posted scheduling requirement, work at least one holiday during 3 month period, required to present written documentation of skills, certification and current training.

Tier 2 – Supplemental: Must be available for at least 24 hours per month or current per diem schedule if meets 24 hour requirement, work at least one holiday and one weekend day per month if needed, required to present written documentation of skills, certification and current training

Tier 3 – Per Diem: Must be available 48 hours per month. These shifts will be a combination of 8, 10, or 12-hour shifts department dependent, work at least two 2 weekend shifts per month, if needed, work one major holiday per year, Thanksgiving, Christmas or New Years . This tier is eligible for 15% premium pay.

Per diem nurses shall receive longevity steps and shall be eligible for shift differentials, charge premium, standby pay premium, holiday premium pay, weekend premium pay, and floating premium pay. Per diem nurses shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement including callback pay with the exception of those per diem nurses in the departments with scheduled mandatory standby rotation.

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

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

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

4.9 Preceptor. A preceptor is defined as a nurse assigned to RN skills training on the unit, one to one. This training shall involve new skills and a new field, such as internship programs, remedial training, and resident or modified resident training programs. Preceptor pay shall not be paid for unit orientation.

4.10 Regular Rate of Pay. Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the nurse's hourly wage rate (8.1), shift differential when the nurse is scheduled to work a complete evening or night shift (9.1), charge nurse pay for nurses regularly designated as nurse in charge (9.7), preceptor pay (9.8), certification pay (9.11), BSN pay (9.11) and the wage premium in lieu of benefits for nurses selecting that optional method of compensation (8.6).

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

ARTICLE 5 - EMPLOYMENT PRACTICES

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

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

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

5.4 Discipline and Discharge. No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of

progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse with notice to the Union within fourteen calendar days. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense is just cause for immediate suspension or discharge. A nurse may request the attendance of a union representative during any investigatory meeting which may lead to disciplinary action.

5.4.1 If a verbal warning escalates to a written warning, the Union or the employee may grieve both the verbal and written warning together in accordance with the timelines applicable to the written warning as set forth in this Agreement.

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

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

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

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

The Employer will endeavor to limit floating to areas within the Hospital's designated pods. Pods are clinically-related nursing units. In the event the Employer determines the need to change the pod designation, the union will be given thirty (30) days' notice prior to implementation. Nurses who float outside of their designated pod will receive the float premium. In no event, excepting disaster scenarios, shall Maternal Child/Health nurses be required to float outside their pod, although they may volunteer to do so. The Employer will attempt to limit multiple bumping of nurses in order to cover a staffing need on another unit.

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

5.8.1 Floating Pods. The Hospital's current pods are defined as:

1. Critical Care Services: CCU, IMCU, PCU, Neuro-Acute
2. Maternal Child/Health: Family Birth Center, Special Care Nursery, Pediatrics
3. Acute Care: Oncology, Orthopedics, Medical-Renal, Surgical Acute, Resource Float Team, Acute Med/Tele, Clinical Observation Unit
4. Behavioral Health: Psych
5. Surgical Services/Procedures Areas: Pre-Admission Clinic, SADU, Post Anesthesia Care Unit, Endoscopy, Surgical West, Main Operating Room, Cath Lab, DI Nursing, Cardiac Rehab, CVOR
6. Emergency Services: Emergency Department

Any RNs not assigned to one of the above Pods who are required to float into a Pod shall be paid the float premium for all hours worked while floating. The parties agree concerns for floating and pods is ongoing and will be an appropriate agenda for the Labor Management Committee.

5.9 Payroll Checks. Payroll checks shall reflect the number of hours worked, rates of pay and accrual of annual leave and accrual of sick leave. This information is available electronically.

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

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

Notice of regular job openings within the bargaining unit shall be posted electronically for a period of at least seven (7) days. Transfers from one shift to another on the same unit shall be determined prior to bargaining unit-wide posting. Each job posting shall state summary job qualifications and duties to be performed. Positions posted as "variable" shall include a definition of the degree of variability (days and/or hours and/or shift) on the job posting.

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

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

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

An internal applicant for a position in a unit where certification(s) (ACLS, PALS, NRP, TNCC or similar) are required, will be considered for a position despite a current lack of certification, provided the certification is obtained in accordance with the job description requirements.

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

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

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

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

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

ARTICLE 6 - SENIORITY

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

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

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

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

within the Hospital for which the nurse is qualified in the opinion of the Employer, or select a position from the Low Seniority Roster (Section 6.3).

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

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

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

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

6.2.5 Unit Closure. If a unit is closed, a listing of any available vacant position within the Hospital and the Low Seniority Roster (Section 6.3) will be posted on the unit for at

least seven (7) days. At the end of that seven (7) day period, nurses shall, in order of their seniority, be allowed to select a position from the list of any available vacant positions or a position from the Low Seniority Roster (Section 6.3), providing the nurse is qualified in the opinion of the Employer.

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

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

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

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

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

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

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

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

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

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

6.12 Seniority Roster. A seniority roster will be available in the Human Resources Department at least fourteen (14) days in advance of a layoff. The Hospital will provide a copy of the seniority roster up to two (2) times annually when requested by the Union.

6.13 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census (Hospital Convenience), the Employer will first release any Agency (non-contract) nurses, nurses on incentive shifts and nurses on unscheduled overtime and then seek volunteers to take time off before determining and implementing the reduced staffing schedule required. Whether a nurse volunteers or agrees to take a low census day off or low census time off, the low census day off or the low census time off shall be counted as a turn in the low census rotation if the amount of low census time taken is equal to or greater than four (4) hours. If the low census time taken is less than four (4) hours, the nurse may track her/his accumulated low census on a form provided by the staffing office. When the nurse accumulates four (4) or more hours of low census, the form may be turned into the staffing office for recognition of a turn on the low census rotation list.

Nurses wishing to volunteer for low census shall contact the staffing office no sooner than twenty-five (25) hours prior to their scheduled shift for placement on the voluntary low census list for their shift and unit. For scheduled shifts on Thanksgiving Day and Christmas Day, nurses

may volunteer for low census through the staffing office on or after the first of the month of the holiday. Voluntary low census shall be assigned in the order received.

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

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

For nursing units that are low censused through the staffing office, the staffing office shall maintain the low census rotation list for each unit and shift which shall be available to the nurse for review in the staffing office and/or available electronically on the intranet.

Nursing units that do not use the staffing office for the purposes of staffing and low census shall through their Unit Based Councils, develop and maintain low census policies and procedures. Written copies of the unit's low census policies and procedures shall be submitted to the Labor Management Committee for review and retention by the Labor Management Committee. Concerns related to these policies which cannot be addressed by the Unit Based Councils may be addressed in front of the Labor Management Committee.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

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

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

7.3 Innovative Work Schedules. Innovative schedules are defined as schedules that require some change, modification or waiver of the provisions of this Employment Agreement. Prior to the implementation of a new innovative work schedule, the Employer and the Union will promptly meet for the purpose of negotiating the terms and conditions of employment relating to that work schedule. Where innovative schedules are utilized by the Employer (including those innovative schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect

immediately prior to the innovative work schedule, after at least thirty (30) days advance notice to the nurse.

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

7.5 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. The application of this section shall be consistent with state law. Missed rest periods shall be considered time worked for the purposes of calculating overtime in accordance with Article 7.4, Overtime. The Employer will comply with all state and federal laws regarding meal and rest periods. The Employer shall provide a method for employees to track missed meal and rest periods.

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

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

7.8 Work Schedules. It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. FTE nurses will have preference in the schedule subject to skill mix, competency and ability as determined in the discretion of the Employer. For the purposes of electronic scheduling based on two-week (14 day) pay periods, the schedule shall encompass two to three (2 to 3) consecutive pay periods wherein

the majority of days fall into a singular calendar month. The Employer will provide a calendar that shows the scheduling periods throughout each year.

1. Work schedules for FTE nurses will be posted by the tenth (10th) day of the prior scheduling period.
2. During the next five (5) days, part-time nurses from the unit may sign up for extra (non-overtime) shifts.
3. After the fifteenth (15th) day of the scheduling period, per diem nurses will be assigned to vacant positions on the schedule, after which part time nurses from other units may sign up for extra (non-overtime) shifts, subject to skill, competence and ability in the opinion of the Employer. Once per diem nurses and part time nurses from other units have been slotted onto the schedule, regular staff will not have preference for those scheduled hours. Reasonable efforts will be made to notify employee(s) of any schedule change
4. Revised schedules will be available on the twenty-first (21st) day of the scheduling period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent.

7.9 Variable Shifts. The Hospital may create and post variable shift positions that require the nurse to work a mixture of days, evenings and/or nights. The Hospital will work with the nurse to minimize the impact of the variable shifts by communicating and collaborating with the nurse in the development of the nurse's schedule. The Hospital will not adjust start times by more than two (2) hours within a shift for these variable shift positions.

ARTICLE 8 - COMPENSATION

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

Year 1: Effective the first full pay period following ratification, continue existing step increase in addition to a 3% across the board increase to all employees.

Year 2: Effective the first full pay period following 3/1/2020, continue existing step increases in addition to a 3% across the board increase to all employees.

Year 3: Effective the first full pay period following 3/1/2021, continue existing step in addition to a 3% across the board increase to all employees.

Contract Step	Effective @ Ratification**	3/1/2020**	3/1/2021**
Base	\$33.11	\$34.10	\$35.12
1	\$34.54	\$35.58	\$36.65
2	\$35.89	\$36.97	\$38.08
3	\$37.26	\$38.38	\$39.53
4	\$38.70	\$39.86	\$41.06
5	\$39.99	\$41.19	\$42.43
6	\$41.45	\$42.69	\$43.97
7	\$42.81	\$44.09	\$45.41
8	\$44.27	\$45.60	\$46.97
9	\$45.63	\$47.00	\$48.41
10	\$47.37	\$48.79	\$50.25
11	\$47.37	\$48.79	\$50.25
12	\$48.99	\$50.46	\$51.97
13	\$48.99	\$50.46	\$51.97
14	\$50.23	\$51.74	\$53.29
15	\$50.23	\$51.74	\$53.29
16	\$51.64	\$53.19	\$54.79
17	\$51.64	\$53.19	\$54.79
18	\$52.69	\$54.27	\$55.90
19	\$52.69	\$54.27	\$55.90
20	\$55.13	\$56.78	\$58.48
21	\$55.13	\$56.78	\$58.48
22	\$56.43	\$58.12	\$59.86
23	\$56.43	\$58.12	\$59.86
24	\$57.10	\$58.81	\$60.57
25	\$57.10	\$58.81	\$60.57
26	\$58.44	\$60.19	\$62.00
27	\$58.44	\$60.19	\$62.00
28	\$59.14	\$60.91	\$62.74
29	\$59.14	\$60.91	\$62.74
30	\$60.62	\$62.44	\$64.31
31	\$60.62	\$62.44	\$64.31
32	\$62.15	\$64.01	\$65.93
33	\$62.15	\$64.01	\$65.93
34	\$63.38	\$65.28	\$67.24
35	\$63.38	\$65.28	\$67.24
36	\$64.64	\$66.58	\$68.58

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

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

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

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

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

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

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

In the aggregate, per assigned standby:

1 minute to 60 minutes equals 1 hour pay;

61 minutes to 120 minutes equals 2 hours pay;

121 minutes to 180 minutes equals 3 hours pay.

ARTICLE 9 - PREMIUM PAY

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

Nurses assigned to work the night shift (11-7 a.m.) shall be paid a shift differential of four dollars and seventy-five cents (\$4.75) per hour. Nurses shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.

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

9.2.1 Low Census Standby. Nurses who agree to standby due to low census (hospital convenience), shall receive standby pay for the hours assigned to standby status and shall accrue annual/sick leave in accordance with Article 10.1 and 11.1. If the nurse is called to report to work the nurse shall be paid at the regular rate of pay for a minimum of three (3) hours.

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

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

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

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

9.7 Charge Duty. Any nurse who is assigned "charge" duties (including but not limited to Charge, RRT, Stroke, RNFA) shall be paid a premium rate of three dollars and twenty-five cents (\$3.25) per hour.

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

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

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

9.11 Certification/BSN Premium. Effective the beginning of the first pay period after a nurse presents to Human Resources written evidence of a BSN degree or certification by the ANCC or a specialty nurse organization and such nurse regularly works in his or her area of certification, shall be paid a premium of one dollar (\$1.00) per hour. A BSN premium of one dollar (\$1.00) per hour will be paid in addition to certification pay so that nurses with a BSN degree and one or more certifications will receive both premiums for a total of two dollars (\$2.00) per hour.

Effective the beginning of the first pay period after a nurse presents to Human Resources written evidence of a MSN, the RN shall be paid a premium of one dollar (\$1.00) per hour. The premium will only apply to those nurses that have obtained a MSN, but do not currently hold a BSN. The premium will not exceed one dollar (\$1.00). At no time will a nurse receive a premium for holding both a BSN and MSN.

9.12 Transport Pay. Nurses who agree to function as a "Transport Nurse" shall be paid a premium of three dollars (\$3.00) per hour in addition to the nurse's regular/appropriate rate of pay for all hours worked in the transporting of a patient. This premium shall be paid for all outbound and inbound hours involved in the transporting of the patient, as well as the hours involved in the return of the nurse to the hospital with or without a patient.

9.13 Neonatal Transport Team. It is the Hospital's intent to create and staff an Intermediate Neonatal Transport Team to serve a five-county area with Level II Special Care Nursery services in accordance with the following terms:

1. The Intermediate Neonatal Transport Team (herein after "Team") will initially consist of appropriately trained registered nurses.
2. Participation on the Team is voluntary. Interested nurses will be placed on a roster and will be rotated equitably. Transports will occur upon arrangement. Because participation is voluntary, a nurse will have the option to decline work when called.

3. With the exception of the compensation for the Team, all terms and conditions of the applicable CBA will apply.

4. The nurse will be compensated with a premium of \$3.00/hour for each hour worked on the transport team in addition to the nurses' regular rate of pay.

9.14 Intraoperative Specialty Premium. An ISRN as defined in Section 4.4 will receive a \$2.50/hour premium for all hours assigned as a resource nurse.

ARTICLE 10 - ANNUAL LEAVE

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

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

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

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

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

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

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

July, and August. Nurses will not be required to find their own replacement for annual leave requests made prior to the posting of the schedule.

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

1. Vacation requests must be submitted no later than twenty-eight (28) days prior to the requested day off. Requests may be submitted up to seven (7) scheduling periods prior to the period requested or the department-specified maximum, whichever is greater.
2. For vacation requests made seven (7) scheduling periods in advance (or more in designated departments), seniority will be the determining factor in leave approval of requests received between the first (1st) and the tenth (10th), days of the scheduling period.
3. All other requests will be approved in the order received. If two (2) or more nurses ask for annual leave for the same time and the same shift, prior to approval, seniority will prevail.
4. Departments will define the maximum number of approved leaves at any point in time.
5. Normally a maximum of two (2) consecutive weeks will be authorized during prime time.

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

10.3 Cash Out. Annual leave accumulated in the course of one year must be used before completing a subsequent year of employment. In the event annual leave is not used on a timely basis, all annual leave accrued in excess of the most recent year's accrual shall be cashed out the 2nd pay period in January.

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

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

10.4.2 President's Day 2020. The parties agree that President's Day 2020 is a recognized holiday. The switch from President's Day to Martin Luther King Jr. Day will be implemented in the 2021 calendar year.

10.5 Payment Upon Termination. After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all annual leave earned; provided, however,

this provision shall not apply to those nurses who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those nurses who are discharged for cause. Acknowledging emergencies do develop that prevent full compliance with the notice provisions of this section, as a result of circumstances beyond a nurse's control, payment of accrued unused annual leave will be decided on the facts and circumstances of the individual case.

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

ARTICLE 11 - SICK LEAVE

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

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

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

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

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

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

11.6 Personal Leave Day. Full-time nurses who have completed at least one year of continuous employment may draw one Personal Leave Day per calendar year to be credited against accrued unused Sick Leave. To receive the Personal Leave Day, the nurse shall make the

request in writing as far in advance as possible. The supervisor shall determine whether the day may be granted recognizing such day shall not be unreasonably denied.

ARTICLE 12 - HEALTH PROGRAMS

12.1 Benefits. Beginning the date of hire in an eligible status, full-time and part-time nurses with a 0.5 FTE or greater will participate in the Hospital's benefits plans which provides a variety of medical, dental, vision and other benefit options.

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

12.3 Health Tests. At the time of employment, all nurses shall receive a tuberculin test.

12.4 Other Insurance. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. A long term disability insurance plan (LTD) and a short term disability plan (STD) will be provided for the life of the contract. The Employer's 2019 percentage of contribution toward the LTD employee premium will remain the same. A STD plan will also be available for employees to purchase at their own expense.

12.5 Retirement Plan.

The Employer will provide a retirement plan for all eligible nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. If the Employer chooses to select or provide an alternative plan(s) or modify its current plan(s), it may do so without bargaining with the Union so long as the current benefit level under the plan does not decrease. The Employer will not reduce retirement benefits during the life of this Agreement without first notifying the Union and negotiating upon request.

12.6 Medical Plan Changes. The Employer agrees to offer the 2019 HRA, the HSA, Kaiser of WA HMO, dental and vision coverage in 2020, 2021 and 2022. For medical insurance, health incentive funding (including the HMO premium offset) for each of the medical plans will not be reduced; there will be no changes to in-network deductibles or out of pocket maximums. The percentage of employee premium contributions for employee only coverage and dependent coverage will not change for medical, dental and vision coverage. For 2020, 2021 and 2022, the Employer will pay 100% of the premium of the employee-only coverage for Full-Time caregivers enrolled on the Core medical plan (HSA Medical Plan) Material plan design changes will not be made unless required to comply with federally mandated Health Care Reform or other applicable law or regulation. Changes in health care providers available under existing plans shall not be considered a material reduction in benefit during this Agreement. The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform). The parties agree the Union may ask for interim bargaining over the impact of these changes. However, all other provisions in the contract, including Article 18, will remain in full force and effect.

12.7 Hospital/Pharmacy Discounts. The nurses will receive the same hospital/pharmacy discounts offered to the majority of other Hospital employees.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Leave of Absence. All leaves are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer. A leave of absence shall commence on the first day of absence from work.

13.2 Maternity Leave. A maternity leave of absence shall be granted upon request of a nurse for the period of time that the nurse is sick or temporarily disabled due to pregnancy or childbirth. If the nurse's absence does not exceed the actual period of disability due to pregnancy or childbirth, the nurse is entitled to return to work with the same unit, shift, and FTE status. The nurse may use accrued sick leave and annual leave during the maternity leave. The nurse may be asked to provide a statement from her health care provider verifying the period of physical disability and her fitness for duty. The Hospital shall continue its contribution toward the nurses' medical, dental, vision coverage during an approved maternity leave. In the case of a female employee taking "maternity leave" followed by a "parental leave," the twelve (12) work week period of Employer contributions begins at the start of the maternity leave, although her position will be held for up to twelve (12) weeks following her period of disability.

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

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

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

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

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

spouses are limited to twelve (12) work weeks of leave between themselves during any twelve (12) month period when taking leave for this purpose.

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

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

13.3.5 Benefits shall not accrue during the unpaid portion of any Family or Medical Leave. The Hospital shall, however, continue its contributions toward the nurse's medical, dental and vision coverage pursuant to this Agreement for up to six (6) months.

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

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

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

13.3.9 The nurse may request for approval by the Hospital an extension of the leave for up to an additional twelve (12) weeks beyond the FMLA entitlement period. During this time, the Employer will not be required to continue its contributions toward the nurse's medical, dental or vision insurance, but the nurse will be allowed to continue such coverage at the nurse's sole expense.

13.3.10 Nurses returning from a leave before the exhaustion of his/her FMLA entitlement (e.g., twelve (12) weeks or less or, for injuries occurring subsequent to ratification of the contract, in the case of a nurse on a work-related injury 20 weeks or less) shall be reassigned to their former position or an equivalent position (e.g., same unit, shift and former full-time or part-time status.) Thereafter, nurses who have remained on approved leaves beyond their FMLA entitlement period shall be reassigned to their former or equivalent position whenever possible. If the former or an equivalent position is unavailable, the returning nurse shall be assigned to the first available comparable

opening for which the nurse is qualified according to Section 13.8. If the nurse is unsuccessful in being assigned to the first comparable opening under Section 13.8, then the nurse will be considered to have been laid off effective at the conclusion of his/her leave without formal notice of layoff and only with access to the recall provisions of Section 6.10. Notwithstanding the foregoing, the Hospital will not be required to reinstate a returning nurse to his or her former position, or an equivalent position, if the nurse would no longer have continued in such position even if he or she had not taken the leave.

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

13.4.1 Work-related (Compensable) Injury Health Leave.

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

13.5 Military Leave. Leave required in order for a nurse to maintain status in the military shall be granted without pay, without loss of benefits accrued to the date such leave commences in accordance with the rights and privileges set forth in the Uniformed Service Employment and Reemployment Rights Act (USERRA).

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

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

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

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

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

13.11 Union Leave. Subject to patient care and staffing needs, an employee may be granted an unpaid leave of up to two (2) months to assume a position with the Union and the employee shall be entitled to return to their former position. On a leave of absence exceeding (2) months, the employee would be entitled to the first available position for which the employee is qualified in order of seniority to the other employees with return to work rights. This leave may not exceed four (4) months.

13.12 Leave Interpretation. These leaves shall be interpreted consistently with the rights, requirements, limitation and conditions set forth in the federal and state law and shall not be more broadly construed unless otherwise provided in this Agreement. Where allowed by law, these leaves shall run concurrently with the employee's FMLA entitlement.

ARTICLE 14 - STAFF DEVELOPMENT

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

14.2 Inservice Education. A regular and ongoing inservice education program shall be maintained. The objectives of inservice education shall be: to review the philosophy, objectives and functions of inservice education in light of needs of personnel, nursing department and

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

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

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

FTE	Dollars
.8 – 1.0	\$750.00
.5 - .7	\$500.00
.1 - .4	\$150.00

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

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

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

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

14.6 Professional Development Model. The Hospital shall maintain a Professional Recognition Program which shall be based on the use of objective criteria which may be adjusted from year to year. The program will include financial incentives to be set from year to year. The objectives and financial incentives will be announced in October for the following year's Program and these criteria will not thereafter be adjusted for that Program year. The Hospital agrees to provide the Union with a copy of the application materials for the Program. The Hospital also agrees that the Union may appoint one nurse to the Professional development Committee.

ARTICLE 15 – COMMITTEES

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

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

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

15.3 Workplace Violence Prevention Committee (WVPC). PSPH will comply with all federal, state and local laws regarding the establishment and staffing of any workplace violence committee.

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

ARTICLE 16 - GRIEVANCE PROCEDURE

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

Step 1: Immediate Supervisor

If a nurse has a grievance, the nurse, or the Union on the nurse's behalf, shall present the grievance in writing to the nurse's Immediate Supervisor or designee within twenty-one (21) calendar days from the date when the nurse became aware or reasonably should have been aware of the event from which the grievance arose. Upon receipt thereof, the Immediate Supervisor or designee shall attempt to resolve the problem and shall respond in writing within fourteen (14) calendar days following receipt of the written grievance. A request for an extension of a Step 1 Grievance timelines will not be unreasonably denied.

Step 2: Department Head and/or Chief Nursing Officer

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

Nursing Officer, or designee shall issue a written reply within seven (7) calendar days following receipt of the grievance.

Step 3: Nurse and Hospital Administrator

If the matter is not resolved at Step 2, the nurse shall present the written grievance within seven (7) calendar days of the Step 2 response to the Hospital Administrator or designee. Within seven (7) calendar days thereafter, there shall be a meeting with the Hospital Administrator, or designee, the nurse and/or the Bargaining Unit Representative and/or a Union Representative. The Administrator, or designee, will issue a response within fourteen (14) calendar days following the meeting.

Step 4: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Hospital or the Union may submit the issue in writing for arbitration within ten (10) calendar days following the Step 3 decision. Within five (5) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

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

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

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

ARTICLE 17 - MANAGEMENT RESPONSIBILITIES

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

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

ARTICLE 18 - UNINTERRUPTED PATIENT CARE

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

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

ARTICLE 19 - DRUG AND ALCOHOL FREE WORKPLACE

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

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

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

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

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

ARTICLE 20 - GENERAL PROVISIONS

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

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

20.3 Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement, whether or not such subject or matter may have been within the knowledge or contemplation of either or both of the parties. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 21 - DURATION AND TERMINATION

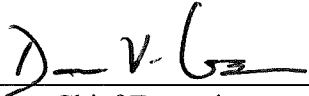
This Agreement shall be effective upon ratification and shall remain in full force and effect until March 1, 2022, and annually thereafter unless either party hereto serves notice on the other to

amend or terminate the Agreement by giving written notice, to the other party not less than ninety (90) days in advance of March 1, 2022, or any annual anniversary date thereafter that this Agreement is in effect.

SIGNED THIS 6th day of October, 2020

PROVIDENCE ST. PETER HOSPITAL

United Food and Commercial Workers
International Union, Local 21



Darin Goss, Chief Executive
Providence St. Peter Hospital

Mia Contreras, Executive Vice President
UFCW 21



Dana Lin Fritz-Vandewege, CHRO
Providence St. Peter Hospital

/s/ Aaron Streepy

Aaron Streepy, Bargaining Unit
Representative
UFCW 21

ADDENDUM 1

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

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work a twelve (12) hour weekend shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The twelve (12) hour weekend shift schedule shall provide for a twelve (12) hour work day consisting of either thirteen (13) consecutive hours with two (2) thirty (30) minute unpaid meal periods, or, if mutually agreeable to the Hospital and the nurse, twelve and one-half (12-1/2) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The nurse on duty will be expected to remain on the unit until the nurse's twelve (12) hour partner has arrived and received report. The nurse shall be allowed two fifteen (15) minute rest periods, one fifteen (15) minute period to be taken during each half of the shift.
2. Full-Time Status. A nurse working this weekend schedule shall be considered a full time employee. The nurse will be scheduled to work thirty-six (36) hours and will be paid the equivalent of forty (40) hours of pay for this thirty-six (36) hours of work in lieu of receiving annual leave benefits.
3. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first four (4) hours after the end of the twelve (12) hour shift or for any hours worked beyond thirty-six (36) hours in a seven (7) day period. If a nurse works more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all additional overtime hours of work for that shift shall be paid at double time (2x).
4. Contract Provision Not Applicable. Section 7.6 Weekends Off, and Article 10 Annual Leave shall not apply to this innovative work schedule.
5. Time Off Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least 10 hours off duty between shifts. In the event a nurse is requested to work with less than 10 hours off duty between shifts, all time worked within this 10 hour period shall be at time and one-half. This paragraph shall not apply to standby and call back assignments which are paid pursuant to Sections 9.2 and 9.3 of the Agreement.
6. Shift Differential. The weekend work schedule will be designated as evening shift for the first four (4) hours of the shift and night shift for the last eight (8) hours of the shift for purposes of payment of shift differential.
7. Charge Duty. Charge pay will be paid for an eight (8) hour period unless the nurse is designated charge for the entire twelve (12) hour period.

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

ADDENDUM 2

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

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

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

ADDENDUM 3

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

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of either thirteen (13) consecutive hours with two (2) thirty (30) minute unpaid meal periods, or, if mutually agreeable to the Hospital and the nurse, twelve and one-half (12-1/2) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The nurse on duty will be expected to remain on the unit until the nurse's-twelve (12) hour partner has arrived and received report. The nurse shall be allowed two fifteen (15) minute rest periods, one fifteen (15) minute period to be taken during each half of the shift.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Nurses working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first four (4) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all additional overtime hours of work for that shift shall be paid at double time (2x).
3. Time Off Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least 10 hours off duty between shifts. In the event a nurse is requested to work with less than 10 hours off duty between shifts, all time worked within this 10 hour period shall be at time and one-half. This paragraph shall not apply to standby and call back assignments which are paid pursuant to Sections 9.2 and 9.3 of the Agreement.
4. Shift Differential. Nurses working a twelve (12) hour shift shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.
5. Charge Duty. Charge pay will be paid for an eight (8) hour period unless the nurse is designated charge for the entire twelve (12) hour period.
6. Sick Leave Notification. Nurses shall notify the Employer at least one and one-half (1-1/2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.

ADDENDUM 4

PROVIDENCE ST. PETER HOSPITAL 7/70 SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, nurses may, on an individual basis, agree to work seven (7) consecutive ten (10) hours shifts followed by seven (7) consecutive days off with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Workday.** The normal work day shall consist of ten (10) hours work to be completed within ten and one-half (10-1/2) consecutive hours.
2. **Work Period.** The normal work period shall consist of seventy (70) consecutive hours of work within a seven (7) day period followed by seven (7) consecutive days off duty.
3. **Overtime.** Nurses working the 7/70 schedule who are called in to work on their scheduled week off shall be compensated at one and one-half (1-1/2) times their regular rate of pay, unless by mutual agreement another compensatory day off can be arranged.
4. **Shift Differentials.** Nurses working a 7/70 schedule will be paid shift differential for those hours worked where the majority of hours coincide with hours normally defined as evening and night shifts.
5. **Charge Nurse Premium.** Charge nurses working the 7/70 schedule will be paid charge nurse pay for all hours assigned as charge by the Employer.
6. **Full Time Nurse.** A nurse regularly scheduled to work ten (10) hours per day on seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time nurse. Nurses scheduled to work the 7/70 schedule will be scheduled to work seventy (70) hours and will be paid for eighty (80) hours in lieu of receiving annual leave.
7. **Annual Leave.** Nurses working the 7/70 staffing schedule shall not be eligible for annual leave benefits. Nurses working the 7/70 staffing schedule shall be eligible for seven (7) days of unpaid leave per year.
8. **Sick Leave.** Nurses working a 7/70 schedule will be paid up to ten (10) hours of sick leave per day.
9. **Holiday Pay.** Nurses working the 7/70 staffing schedule shall be eligible for holiday pay pursuant to Section 10.4.
10. **Job Sharing.** A nurse who works on a part-time basis, a 7/70 staffing schedule and receives additional pay on a pro rata basis in lieu of annual leave.

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

ADDENDUM 5

PROVIDENCE ST. PETER HOSPITAL

12 weeks on with 4 weeks off – Night Shift Work Schedule Option

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING

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

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

0/40 AND 40 HOUR WORKWEEK INNOVATIVE SCHEDULES

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

ANNUAL LEAVE ACCRUAL

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

TAX DEFERRED ACCOUNTS

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

FMLA POLICY

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

MEAL/REST PERIODS

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

WORK SCHEDULES

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

EDUCATION SUPPLEMENT

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

STUDY TIME

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

PEER REVIEW

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

Staffing Committee

The parties agree to review the Staffing Committee operations to ensure compliance with regulatory requirements and this agreement.

Collaborative Staffing Investigation Form

The parties agree to maintain the Collaborative Staffing Investigation form (electronic) and maintain an efficient system for the processing of the form filed by nurses.

Bullying in the Workplace

The hospital agrees to develop a program to provide nurses with education and training on the issue of bullying in the workplace. The training will identify available resources for nurses who may be suffering the effects of bullying or who may have observed the bullying of other employees.

-Bulletin Boards Locations

The six (6) bulletin boards referenced in Article 3.3 shall be located:

- Cafeteria
- Hallway between the Main OR and PACU
- Near the ER locker rooms
- Outpatient Pharmacy
- Emilie Gamlin building

Medical Benefit Dispute Resolution Process. If recurring medical benefit disputes remain unresolved between the parties, the Union or the Hospital may request that the issue be submitted to a neutral third party with expertise on the particular issue for expedited review and recommendation. Each party may present a list of up to three names for consideration to the other within one week. If the parties cannot agree on the third party, they will alternate striking names until one remains. The neutral third party shall schedule a hearing date within two weeks of selection. The hearing shall be informal, and each party shall have the opportunity to present evidence and make arguments. The rules of evidence prevailing in judicial proceedings may be considered but are not binding, and any oral testimony or documentary evidence or other data deemed relevant by the neutral third party may be received into evidence. Each party will bear one-half (½) of the fee of the neutral third party and any other expenses jointly incurred incidental to the hearing. All other expenses shall be borne by the party incurring them including attorney's fee if any. Neither party shall be responsible for the expenses of witnesses call by the other party.

The third party will prepare a written recommendation that will be provided to the Hospital and the Union within fourteen (14) days or as extended by mutual consent. The Hospital will advise the Union in writing of its response to the recommendation within one week of receipt.

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

Standby Bonus. If nurses are scheduled by the Hospital for more than 1500 hours of standby during a calendar year in a unit that requires call, nurses will be paid a bonus of \$1500.00, less required withholdings. For more than 2000 hours of standby during a calendar year in a unit that requires call, nurses will be paid a bonus of \$2000.000, less required withholdings. For more than 2500 hours of standby during a calendar year in a unit that requires call, nurses will be paid a bonus of \$2500.00, less required withholdings. For more than 3000 hours of standby during a calendar year in a unit that requires call, nurses will be paid a bonus of \$3000.00, less required withholdings. The bonus will be calculated the last pay period of November and paid during the month of December, and is not "pyramided" with other standby bonuses. For example, the bonus for 1500 hours does not pyramid with the bonus for 2000 hours. The nurse must be employed on the date of payment in order to be eligible for this bonus.

ULPs. The Union agrees to withdraw with prejudice any pending unfair labor practices specific to the St. Peter's bargaining unit.

Withdrawal of Annual Leave Accrual Grievance. The Union agrees that upon ratification of this Agreement with clarified language about the timing in which annual leave accrual increases

by tiers, it will withdraw with prejudice the pending contract language grievance relating to annual leave accrual increases for tiers.

All Other Pending Contract Language Grievances. The Union agrees that, within ninety (90) days of the date of ratification of this Agreement, it will work with the Employer to schedule a mediation (through FMCS) concerning pending contract language grievances (if any) filed under the parties' prior Collective Bargaining Agreement that expired on March 1, 2019.

Grievances Filed After Contract Arbitration. The Hospital agrees that the arbitration provision set forth in Step 4 of Article 19 will apply to any grievances timely filed and pursued by a nurse and/or the Union in the time period following expiration of the parties' prior Collective Bargaining Agreement (beginning March 2, 2010).

Ratification Bonus. The Hospital will pay full-time and part-time nurses a \$300.00 ratification bonus (pro-rated by FTE), less applicable withholdings and deductions, on the next full payroll date following the date of ratification of this Agreement.

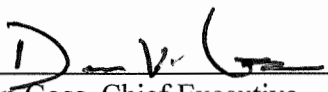
Leave and Time-Off Program. The Union and Employer agree to meet on a regular basis throughout 2020 to discuss the potential implementation of a new time-off and leave program on January 1, 2022, provided the program is mutually agreeable to the Union and the Employer. Should no mutually agreeable solution be reached on the details of the new time-off and leave program, the current contract language will remain in force for the duration of the agreement.

Meeting Rooms: The Union may request the use of meeting space for quarterly (once every quarter per calendar year) meetings of the Local Unit, provided the request is made to the Director of Human Resources with sufficient advance notice, the length of time and time of day requested is reasonable, and space is available. The Employer shall not unreasonably deny a request.

Dated: October 6, 2020.

PROVIDENCE ST. PETER HOSPITAL

United Food and Commercial Workers
International Union, Local 21



Darin Goss, Chief Executive
Providence St. Peter Hospital

/s/ Aaron Streepy

Bargaining Unit Representative
UFCW 21

LETTER OF UNDERSTANDING

Incentive Pay

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

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

- a. Full-time nurses (1.0 FTE) who have actually worked forty (40) hours in a week (HC hours will be counted as time worked) will receive two (2) times their regular rate for hours worked on an incentive shift on their day off.
- b. Full-time nurses (0.9 FTE)-12 hour) who have actually worked thirty-six (36) hours in a week (HC hours will be considered time worked) will receive two (2) times their regular rate for hours worked on an incentive shift on their day off.
- c. Part-time nurses (0.5-0.89 FTE) who have actually worked their scheduled shifts will be paid at the rate of time and one half (1 ½) their regular rate of pay for working an additional incentive shift on their day off.
- d. Part-time nurses (0.5 - 0.89 FTE-non 12 hour shift) who have actually worked forty (40) hours in a week, or thirty-six (36) hours for twelve (12) hour shift nurses (HC hours will be counted as time worked) will receive two (2) times their regular rate of pay for working an additional incentive shift on their day off.

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

FTEs cannot bump per diems who have been scheduled.

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

Sick or annual leave does not count as hours worked.

Nurses may waive this premium at their request.

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

Short Call Pay

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

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

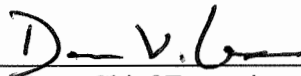
Voluntary Standby

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

Dated: October 6, 2020.

PROVIDENCE ST. PETER HOSPITAL

United Food and Commercial Workers
International Union, Local 21



Darrin Goss, Chief Executive
Providence St. Peter Hospital

/s/ Aaron Streepy

Bargaining Unit Representative
UFCW 21

LETTER OF UNDERSTANDING

Nurse Practice and Staffing Committee.

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

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

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

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

Function. The function of the Committee shall be:

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

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

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

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

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

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

Individual nurses who believe that accepting another patient would compromise professional standards of care may, with the agreement of the charge nurse, initiate the applicable steps outlined in the staffing shortage policy. Thereafter admissions to the nursing units will be triaged and assigned by the Administrative Supervisor in collaboration with the charge nurse. The charge nurse shall document any disagreement with the Administrative Supervisor's admissions decision and will forward that document to the Manager and the Committee.

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

Dispute Resolution. If recurring staffing issues still remain unresolved between the parties, the Union or the Hospital may request that the issue be submitted to a neutral third party with expertise on the particular issue for review and recommendation. Each party may present a list of up to three names for consideration to the other within two weeks. If the parties cannot agree on the third party, they will alternate striking names until one remains. The neutral third party shall schedule a hearing date. The hearing shall be informal, and each party shall have the opportunity to present evidence and make arguments. The rules of evidence prevailing in judicial proceedings may be considered but are not binding, and any oral testimony or documentary evidence or other data deemed relevant by the neutral third party may be received into evidence. Each party will bear one-half (½) of the fee of the neutral third party and any other expenses jointly incurred incidental to the hearing. All other expense shall be borne by the party incurring them including attorney’s fee if any. Neither party shall be responsible for the expenses of witnesses call by the other party.

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

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

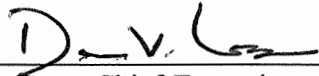
Matters arising under this Letter of Understanding shall not be subject to the Grievance Procedure unless the staffing/patient care issue involves an alleged violation of another provision of this Agreement. In such case, the provision allegedly violated will be the subject of the grievance.

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

Dated: October 6, 2020.

PROVIDENCE ST. PETER HOSPITAL

United Food and Commercial Workers
International Union, Local 21



Darin Goss, Chief Executive
Providence St. Peter Hospital

/s/ Aaron Streepy

Bargaining Unit Representative
UFCW 21