

Agreement by and between **UFCW 3000** and **Trios Health**

RN Unit

Effective: 11/13/2023 - 7/31/2026

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

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

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

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AGREEMENT

This Agreement is made and entered into by and between Trios Health (hereinafter referred to as “Trios” the “Hospital” or the “Employer”) and the United Food and Commercial Workers Union Local 3000, chartered by the United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the “Union”).

ARTICLE 1. PURPOSE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality patient care by establishing equitable employment conditions and an orderly system of Employer-Employee relations that will facilitate joint discussions and cooperative solutions to mutual problems by Management and Registered Nurses.

ARTICLE 2. RECOGNITION

Section 2.1. The Hospital recognizes the Union as the sole and exclusive collective bargaining representative for all full-time, part-time, and PRN Registered Nurses, including Charge Nurses employed by the Hospital, but excluding all Unit Directors/Managers, Hospital Supervisors, Certified Nurse Midwives, Certified Registered Nurse Anesthetists, Advanced Registered Nurse Practitioners, Nurse Instructors, Licensed Practical Nurses, Medical Assistants, Nursing Coordinators, and supervisors, administrative employees, confidential employees, guards, and all other employees. The Hospital will advise the Union of any new job classifications created in the future which might appropriately be included in the bargaining unit defined above.

Section 2.2: Successorship. Thirty (30) days prior to completion of sale, the Hospital shall notify the Union in writing of the name and address of the purchaser. The purchaser’s obligations with regard to its bargaining obligations with the Union will be determined by applicable federal and state law.

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.1. Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement. Without in any manner limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to discipline and discharge for just cause, determine and redetermine the composition of its work force (including the mix of employees required and the composition of its work force and the mix of employees required and the composition of work teams); to determine the number of employees required and its staffing requirement and criteria; the right to determine and require standards of clinical performance and performance as a professional and to maintain order and efficiency and to determine the competency of nurses; to direct employees and to determine job assignments, to determine the working schedules; assign overtime and place nurses on stand-by as needed to assure availability in emergency situations in accordance with departmental expectations; to determine whether the whole or any part of the operation shall continue to operate and whether and what work will be performed by employees of the Employer who are employed under this Agreement, assigned to

employees outside this bargaining unit (including supervisors) or subcontracted; to implement changes in operational methods, procedures, policies and rules; and to determine the kind and location of its facilities and equipment and where its services will be performed. The matters set forth herein shall not be subject to Arbitration. All matters not covered by the provisions of this Agreement shall be administered by the Employer on a unilateral basis.

Section 3.2: Subcontracting. In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union thirty (30) days' advance written notice. During this notice period, the Employer and the Union will meet to negotiate and discuss alternatives to contracting out the work. The use of temporary staffing, such as agency or traveler nurses, will not be construed as contracting unit work.

ARTICLE 4. UNION MEMBERSHIP

Section 4.1: Membership. Except as specified below, all nurses covered by this Agreement, who are now members or become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. In good standing, for purposes of this Agreement, is defined as paying Union dues on a timely basis as are uniformly applied to other members of the union for the class of membership appropriate to employees of the bargaining unit. It shall be a condition of employment that all nurses covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing in the Union. Nurses covered by this Agreement who, as of the effective date of this Agreement, have not joined the Union shall not be required to join the Union.

Section 4.1.1: Notice. Nurses who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the nurse fulfills the membership obligation set forth in this Agreement.

Section 4.1.2: Alternative to Membership. Any nurse who is or becomes 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. If the nurse has not opted out as part of Section 2, the nurse would be required to pay the monthly amount, in the alternative, the nurse will be required to pay a monthly amount equal to the Union dues 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 and the nurse must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

Section 4.1.3: The Hospital shall make newly hired nurses covered by this Agreement aware of the membership conditions of employment at the time of hire.

Section 4.2: 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. During the term of this Agreement, the Employer shall also make a one-time deduction applicable to the Union's initiation fee from the pay of each member of the Union who

voluntarily executes a wage assignment authorization form for that purpose. 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. The roster shall be sent electronically and include the Employee name, Social Security number, amount of dues/fees deducted, and the gross earnings for such payroll cycles. 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 and/or initiation fees 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.

Section 4.3: Voluntary Political Action Fund Deductions. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

Section 4.4: Bargaining Unit Roster. Monthly, the Employer shall provide the Union with a list of names, Social Security numbers, addresses, hire dates, and hourly rates of pay for those employees covered by this Agreement in an electronic file in a mutually agreed upon format. Subject to the following sentence, the Employer will continue to report the additional information as presently provided. If the Employer's systems and processes provide administrative challenges to providing the foregoing information, the Union will meet to confer with the Employer and work through mutually agreeable solutions. The Employer will also provide the Union with a listing of new hires, terminations, or employees who transferred into or out of the bargaining unit during the preceding month including names and addresses.

Section 4.5: New Employee Orientation. One bargaining unit representative may meet with new employees during new hire orientation on released unpaid time, at a designated time at the conclusion of new hire orientation, to introduce the new employee to the Union and the Union contract. The meeting shall not exceed thirty (30) minutes in duration and shall be on unpaid time for the new employee. If any bargaining unit employees are attending orientation, the Employer will provide a list to the Union, via electronic mail (including their name, job classification and department), before orientation. The list will be provided at least two (2) days before the next week's orientation.

In the event that public health or other conditions arise necessitating an online orientation process, the Employer will provide the bargaining unit orientees with the contact information of the Union.

ARTICLE 5. UNION REPRESENTATION

Section 5.1: Access to Premises. The Hospital shall allow duly authorized representatives of the Union to visit the Hospital to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances. Notification of each such visit will be made at least twenty-four

(24) hours in advance, if possible. Upon arrival at the Hospital the representative will notify the Director of Human Resources (or the Hospital Supervisor if such visitation occurs in the evening or on a weekend) of his/her presence.

Section 5.2: Meeting Rooms and Working Areas. Access to the Hospital (other than public areas) shall be limited to meeting rooms selected by the Hospital for grievance meetings or for the Union Representative's use in meeting with employees on their non-working time to ascertain whether or not this Agreement is being observed; public areas shall be used consistent with their intended purpose. The Hospital, however, is under no obligation to provide a meeting room for the Union's use. Requests for a meeting room must be directed to and approved by the Hospital's Director of Human Resources. If it is necessary for the Representative to examine a working area of the Hospital in order to investigate a grievance and/or to ascertain whether or not this Agreement is being observed, authorization to enter and examine the area at a specified time must first be obtained from the Director of Human Resources, or Nursing Supervisor, as appropriate. In such cases, a management representative may accompany the Union Representative at all times while in any working area of the Hospital, and there shall be no interference with patient care or the work of any employee. The Hospital reserves the right to revoke the privileges granted in this section (but not any legal rights that the Union might otherwise have) should the Union fail to observe the obligations and limitations specified herein.

Section 5.3: Solicitation and Distribution. Union Representatives and bargaining unit employees shall be subject to the Hospital's No-Solicitation and Distribution of Literature policies published by the Hospital and having general applicability to all employees of the Hospital so long as the policies do not conflict with any section of this Agreement and are not in violation of the National Labor Relations Act.

Section 5.4: Bargaining Unit Representatives. The Union shall select five (5) nurses from the bargaining unit to function as Bargaining Unit Representatives. The bargaining unit representatives shall not be recognized by the Hospital until the Union has given the Hospital written notice of the selection and their scope of authority. Unless otherwise agreed to by the Hospital, 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.

Section 5.5: Bulletin Boards. The Hospital will provide bulletin boards in designated areas and break rooms/lounges for the Union's use in posting of materials related to Union business. Any materials posted must be dated and signed by the Union representative responsible for the posting and a copy of the material being posted will be provided to the Hospital's Human Resources Director or designee, prior to posting. No material which contains personal attacks upon any other member or any other employee or which is critical of the Hospital, its management, or its policies or practices, will be posted.

Section 5.6: Contract and Job Description. The Hospital will give each newly hired nurse a copy of this Agreement, membership application and payroll deduction card and the Nurse's job description. The Union will provide copies of the Agreement to the Hospital. Additional copies of this Agreement, membership application and payroll deduction card provided by the Union shall be available in the Human Resources Department. The Hospital will provide employees with new job descriptions as current job descriptions are updated and changed.

Section 5.7: Negotiations. Upon providing adequate written notification to the Hospital, and subject to patient care requirements and the needs of the employee's department as determined by the nurse's department director or supervisor, negotiating team members will be given unpaid release time for joint contract negotiations with the Hospital. The Hospital will make reasonable effort to provide unpaid release time for five (5) local unit officers for the purpose of joint negotiations of the Agreement, but the officers cannot be selected from the same nursing unit.

ARTICLE 6: DEFINITIONS

Staff Nurse. A registered nurse who is responsible for the nursing care of the patient.

Nurse in Charge/Charge Nurse. A registered nurse who is assigned charge responsibilities for an organized unit for at least one complete shift of eight (8) hours or more in duration. The definition of an organized unit shall be defined by the Hospital. 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.

Regular Full-Time Nurse. A regular full-time nurse is a nurse who is scheduled to work a minimum of seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, full-time benefits will be offered to nurses who are regularly scheduled to work a minimum of sixty (60) hours per fourteen (14) day pay period.

Regular Part-Time Nurse. A regular part-time nurse is a nurse who is scheduled to work less than seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, part-time benefits will be offered to nurses who are regularly scheduled to work a minimum of forty (40) hours per fourteen (14) day pay period.

PRN (Per Diem) Nurses. A non-regularly scheduled nurse who works as needed during any period when the Hospital needs to schedule additional work to be done, as follows: when a temporarily augmented workforce is needed, when an emergency exists, and/or when needed to cover a regularly scheduled employee's PTO, leave of absence and any other absenteeism. PRN nurses include nurses scheduled on a "call in" basis. Effective the first full pay period following the successful ratification of a two (2) year contract extension on November 13, 2023, PRN employees shall receive a fifteen percent (15%) wage differential in lieu of benefits other than those required by law.

PRN nurses when called shall work at least four (4) shifts per month and be willing to work two (2) shifts from the needs list and be willing to work two (2) shifts of the three (3) scheduled shifts per 24-hour period and be available to work at least one (1) entire weekend or two (2) weekend day/evening/nights shifts per month. In addition, PRN nurses shall be available to work two (2) holidays per year, one of which will be New Year's Day, Thanksgiving Day, or Christmas Day. In the Emergency Department, a PRN nurse shall work three (3) shifts of the four (4) scheduled shifts per 24-hour period as determined by the Hospital. A PRN nurse who does not comply with these requirements will be dismissed from employment.

Temporary Nurse. A temporary nurse is a nurse who is hired as an interim replacement or to fill

a temporary full-time or part-time need, not exceeding ninety (90) days, except that a temporary nurse may be hired for up to six (6) months if replacing a nurse on a leave of absence. Temporary nurses are not covered by this Agreement. 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, part-time or PRN shall be treated as newly employed nurses and shall be subject to the required probationary period. Upon completion of the probationary period, seniority shall begin as of the date the nurse changed to full-time or part-time status.

Traveler Nurse. A Traveler Nurse is a nurse who is placed on assignment by a contract agency for a period of time usually not to exceed 13 weeks, subject to renewal as needed. Traveler Nurses are not covered by this Agreement.

Probationary Nurse. All nurses hired after the effective date of this Agreement shall be considered as probationary employees until they have successfully completed five hundred twenty (520) hours of work. The probationary period may be extended in writing at the discretion of the Hospital for up to an additional three hundred sixty (360) hours of work. There shall be no obligation on the part of the Hospital to extend any employee's probationary period. Probationary employees have no seniority status and may be disciplined or discharged with or without cause and shall have no recourse to the grievance procedure. At the completion of the probationary period, seniority shall date from the initial date of most recent employment at the Hospital as a registered nurse. Hospital employees transferred into the bargaining unit will be given full credit for past service with the Hospital for the purposes of calculation of benefit entitlement, unless the employee has had a break in service of more than ninety (90) days. Full-time or part-time nurses who change to PRN status and then return to full-time or part-time status shall not be subject to a probationary period. Nurses subject to an extended probationary period may access accrued PTO/EIT after five hundred twenty (520) hours of employment.

Base Rate of Pay. As used in this Agreement, the term base rate shall be defined as a nurse's straight time hourly rate, exclusive of any shift differential or other premiums.

Normal Rate of Pay. The normal rate of pay shall be defined to include the nurse's hourly wage rate, shift differential when the nurse is scheduled to work all evening or night shifts and the wage premium paid to nurses for currently held nursing certifications identified in Article 13 Section 1.

Compensated Hours. "Compensated hours" are hours worked by a nurse that are paid at the normal rate of pay or at overtime. It also includes time not worked that is paid at regular pay, including PTO, EIT, and paid leaves of absence specified in Article 15. Compensated hours do not include on-call hours or hours on unpaid leave.

Seniority and Benefit Accrual During Time Off. Paid time off and low census time off shall be regarded as time worked only for purposes of bargaining unit seniority, eligibility for annual wage increases, and regular full-time and regular part-time employees' PTO accrual.

Preceptor. A Preceptor is a nurse who is assigned by the Unit Director the specific responsibility for planning, organizing, teaching, and evaluating the new skill development of a nurse, extern students, new hire or internal transfers requiring additional skills acquisition or Nurses returning to work after a gap in nursing practice. A Preceptor normally will not have more than one (1)

preceptee assigned at a time.

A Preceptor will ordinarily be assigned to a designated nurse on a consistent basis. The preceptorship will continue for a period of time as determined by the Unit Director, or until the preceptee has successfully completed his/her rotation or until the Unit Director and the Preceptor have determined that the nurse is able to function with minimal guidance and support. The Unit Director may assign a different/additional Preceptor should it be in the best interest of the nurse orienting and/or the Preceptor. The Unit Director will seek input from the Preceptor nurse as to the progress of the preceptee and the success or potential success within the department. It will be expected that the Preceptor engage in feedback discussion with Unit management. Nurses assigned as a Preceptor will have these additional responsibilities considered in their work assignments. Designated Preceptors shall receive training pursuant to a formal Preceptor Training Program. Preceptors are expected to meet the roles and responsibilities of the Preceptor defined by the Hospital.

The Preceptor Training Program will be offered once per year or as periodically determined by the Hospital. Attendance will require Unit Director approval. Staff new to the Preceptor role will generally be scheduled for the next available course, but can act as preceptors prior to completion of the course at the discretion of the Hospital. It is understood that staff nurses, during the ordinary course of their responsibilities, will be expected to participate in the general orientation process of new nurses, including providing informational assistance, support and guidance, and that this shall not be deemed working as a preceptor and shall not qualify for additional compensation.

ARTICLE 7. EMPLOYMENT PRACTICES

Section 7.1: Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable laws regarding nondiscrimination in employment.

Section 7.2: Notice of Resignation. Nurses who have completed the probationary period shall give thirty (30) days written notice of intended resignation where practicable, but in all cases shall be required to give at least twenty-one (21) days written notice of resignation. Failure to give the required notice shall result in the nurse being deemed not eligible for re-hire and forfeiture of any available PTO; however at the Employer's sole discretion consideration may be given to extenuating circumstances that make such notice requirements impossible. PTO may not be used by the nurse during this twenty-one (21) day period. EIT will be available during this twenty-one (21) day period only upon the nurse's presentation to the Hospital of proof of illness in a manner satisfactory to the Hospital.

Section 7.3: Discipline and Discharge. The Hospital may suspend, discharge or otherwise discipline employees for just cause. A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. A nurse may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action. Any discipline by the Hospital of a non-probationary nurse will be subject to the grievance and arbitration provisions of this Agreement.

Section 7.4: Evaluations. The Hospital will maintain a performance evaluation program to

measure the nurse's job performance. Nurses shall normally receive a written evaluation prior to the end of the probationary period and annually thereafter. Nurses shall sign the evaluation to indicate that they have seen the document.

Section 7.5: Personnel File. During the course of their employment, nurses will be allowed access to their personnel files under supervision in the Human Resources Department. Absent unusual circumstances, such access will be provided within twenty-four (24) hours after a request for access has been received in the Human Resources Department. Nurses will not be allowed to remove or alter documents from their personnel file. Human Resources will provide copies of documents from a nurse's file upon written request. Copies will be available within five (5) business days after a written request has been received in the Human Resources Department. On an annual basis, Nurses shall have the right to comment on disciplinary actions and performance evaluations and to have such comments included in the personnel file. All newly hired nurses shall receive written notification from the Hospital identifying their position, assigned department, FTE status, and rate of pay. A copy of this notice shall be placed in the nurse's personnel file.

Section 7.6: Travel. A nurse who in accordance with hospital policy and as part of his/her assigned duties accompanies a patient traveling by ambulance, helicopter, or personal vehicle at the direction of the Hospital shall be considered to be in the employ of the Hospital. Under the circumstances described in the above sentence, the Hospital will be responsible for approving and providing travel arrangements for the nurse's return to the Hospital.

Section 7.7: Floating. To meet daily patient care needs, floating will be the responsibility of all nurses. The Hospital retains the right to change daily nurse work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions as assigned 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. Training and orientation will be dependent upon the nurses' previous experience and familiarity with the unit to which such nurse is assigned. Nurses who float to a unit within their Pod will generally be expected to assume the duties assigned to nurses regularly assigned to that unit (i.e., take patient assignments). Nurses floating to a unit outside their Pod will generally not take a patient assignment unless they have received appropriate training and orientation. Nurses floating to a unit outside their Pod, who assume the duties regularly assigned to that unit, shall receive a premium of three dollars (\$3.00) per hour, excluding Float Pool Nurses, who shall be paid as specified Section 7.8. Floated nurses will return to their home unit as soon as practicable as determined by the House Supervisor based upon his/her assessment of overall patient needs and safety.

For the purposes of this Section, the Pods shall consist of the following:

- Surgical Unit, Medical Unit
- Family Birthing, Special Care Nursery
- Intensive Care, Progressive Care, Emergency Department
- Operating Room, Endoscopy, Ambulatory Care Unit, Post Anesthesia Care Unit
- Diagnostic Imaging, Cath Lab
- Interventional Pain Unit, Infusion Center

Any re-structuring of the Pods will be discussed with the Union sixty (60) days in advance so that any appropriate training and orientation can be conducted. In addition, within sixty (60) days of the effective date of this Agreement, a committee of three (3) currently employed nurses selected by the bargaining unit (in consultation with the Union), and three (3) management representatives will be formed to review and revise the training and competencies needed to float to each Unit. The committee will be advisory in nature and will provide recommendations to the CNO concerning a process for department orientation and tracking of qualified nurses to float.

7.7.1 To the extent possible, daily staffing and floating assignments will be clearly posted/communicated by management before the nurse's shift begins, and reasonable efforts will be made to have an equitable distribution of floating among all nurses on a given unit. All float hours will be documented by the nurse in the designated log book on each unit. Except in unusual circumstances and as dictated by patient care needs and safety, a nurse will not be required to float multiple times away from his/her home unit during a shift.

Section 7.8: Float Pool Nurses. Float Pool RNs do not have a home unit and are assigned, as needed, to whatever unit needs assistance. Float Pool Nurses are expected to be able to carry a full patient care load on these units. Nurses assigned to the Float Pool shall receive a premium of three dollars (\$3.00) per hour, which shall be included in their normal rate of pay. Float Pool Nurses will be assigned to units having patients for which they are competent to care. Float Pool Nurses will receive training and orientation appropriate to the assignment as necessary prior to taking a full patient assignment similar to other nurses in the unit.

Section 7.9: Reduced Workload/Low Census Days. Reduced workload/low census is defined as a department's reduced workload or decline in patient care requirements resulting in a temporary decrease in staff. During periods of reduced workload/low census, the Hospital will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Hospital will endeavor to rotate reduced workload/low census equitably among employees assigned to each Pod by shift, subject to skill, competence, ability and availability as determined by the Hospital. If an individual volunteers, at the request of the Employer, to take a reduced workload/low census day off, that day off shall be counted for purposes of the rotation list. Employees who are subject to reduced workload/low census may use accrued PTO and such time off will count in the reduced workload/low census rotation. The Hospital will attempt to make floating opportunities available to employees subject to reduced workload/low census. No regularly scheduled FT/PT/PRN nurse working his/her regularly scheduled straight time shift will receive mandatory low census if a contractual travel nurse is working in that unit. The following will be the order of required low census, provided that other nurses remaining on the unit possess the necessary skills, ability and experience as determined by the Employer to perform required work:

- Any Agency Nurse working extra shift
- Any Nurse working Premium Shift
- Any Nurse working OT/Bonus shift
- Agency Nurse
- Any Nurse working above their FTE
- PRN Nurse
- Any Regular Part-Time/Full-Time Nurse

The Employer reserves the right to adjust the order of low census based on the Employer's assessment as to skill levels and operational and staffing requirements of the Hospital.

Reduced workload/low census days shall not alter an employee's anniversary date or accrual of benefits. The Hospital will endeavor to give employees who have not yet reported to work at least ninety (90) minutes' notice of impending reduced workload/low census days.

Involuntary low census means an Employer initiated request. The maximum number of involuntary low census hours is one hundred and thirty-two (132) in a calendar year.

Voluntary low census will not be counted towards the involuntary low census cap. A nurse choosing to take voluntary low census after one hundred and thirty-two (132) hours will receive no additional compensation by the Employer except for the opportunity to use accrued PTO if the nurse chooses.

For Regular Full-Time and Regular Part-Time nurses, low census on extra days will at all times be deemed voluntary for the purposes of the administration of the low census provisions of this Agreement.

It is the responsibility of all nurses to record voluntary and involuntary low census hours in the timekeeping system and in any departmental recording system (if applicable).

The Employer shall maintain and shall make available records regarding the following:

- Dates and hours of involuntary low census
- Dates and hours of voluntary low census
- Dates, hours, and departments where floated

Section 7.9.1: Special Provisions for Low Census. A nurse's request for voluntary low census is subject to the Employer's determination as to its needs relating to patient care based on the nurse's skills and abilities. If a regular Staff Nurse requests voluntary low census, this request will be honored before the rotation in Section 9 is invoked. Nurses working in the department of Surgical Services may be required to take more than 132 involuntary low census hours and, therefore, involuntary low census hours will be calculated as follows: Any call-back hours will be added to their regular worked hours prior to any compilation of involuntary low census hours.

Regular hours and call-back hours constitute the number of worked hours per pay period; then involuntary low census hours will be calculated beyond that.

Example: If a Surgical Services nurse works 50 regular hours during a pay period, accrues 15 hours of call-back, and accrues 30 hours of involuntary low census, his or her regular worked hours for that pay period will be 65, and his or her involuntary low census for that pay period will be 15 hours.

50 regular hours
+15 call-back hours
65 WORKED HOURS DURING THE PAY PERIOD

80 total hours in pay period

- 65 worked hours

15 INVOLUNTARY LOW CENSUS HOURS DURING THE PAY PERIOD

Upon completion of orientation, new hires will be assigned low census hours based on an accumulation of two (2) hours per pay period; commencing with the first full pay period of January of each year for the purpose of low census rotation.

Section 7.10: Job Openings. Notice of vacant bargaining unit positions will be posted on the Hospital's online career webpage for ninety-six (96) hours prior to filling. Job postings shall include scheduled hours, the shift hours (days, evenings, day/night flex and expected amount of scheduled hours), expected weekend work requirements, department and brief description of the work. This includes any regularly scheduled position in a particular unit that for the preceding four (4) months has been staffed by PRN nurses and that the Employer desires to continue to staff. When consistent with Hospital policy, Trios will post openings in supervisory positions so that nurses in the bargaining unit may make their interest in such positions known to management. Requests for promotion, shift assignment, and lateral transfer should be submitted in writing, in advance to the Director for positions that may subsequently become vacant. Hospital Supervisors may apply for bargaining unit positions and be considered after all qualified applicants from the bargaining unit.

Preferable staffing patterns will be offered to current staff based on seniority, subject to skill, ability and competency. Preferable staffing patterns will be defined as predictable, repetitive schedules.

Section 7.11: Nurse Transfers. Nurses transferring to a new unit (or functional area as defined by the Hospital) shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. During this performance review period, the Employer will notify the nurse in writing of any deficiencies in performance. If the nurse fails to meet standards of performance as determined by the Employer, the nurse shall be returned to the nurse's prior position if that position continues to be vacant. If the position has been filled, prior to being subject to layoff, the Employer will review other potential job opportunities with the nurse.

ARTICLE 8. SENIORITY

Section 8.1: Definition. Seniority is defined as a full-time or part-time nurse's continuous length of service as a registered nurse with the Hospital from that nurse's most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from his/her most recent date of hire.

Benefits accrual will be determined based on an employee's hospital seniority regardless of job classification. A nurse's bargaining unit seniority will be used for purposes of layoff, recall, bidding for posted positions, and vacation bidding.

Regular full-time or regular part-time nurses who change to PRN status and subsequently return to regular full-time or regular part-time status without a break in employment shall have previously accrued bargaining unit seniority restored. Any employee who accepts a non-bargaining unit

position and subsequently returns to his/her former bargaining unit position within forty-eight (48) months shall have previously accrued bargaining unit seniority restored. If an employee is terminated but is re-employed within ninety (90) days, the Hospital will credit the employee with the prior hospital seniority date. An employee on unpaid leave of absence will not have his/her seniority date adjusted for unpaid leaves of less than ninety (90) days. Bargaining unit seniority shall be lost upon termination of employment, and shall not be restored upon re-employment.

Section 8.2: Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same shift and FTE) offered by the Hospital while on the recall list, failure to comply with specified recall procedures, failure to return from a leave of absence or after twelve (12) consecutive months of layoff.

Section 8.3: Seniority Roster. The Hospital will maintain a seniority roster which will be available at the Human Resources Department.

Section 8.4: Seniority and Reduction-in-Force. Seniority will be given significant consideration in reductions-in-force and recalls from reductions-in-force when such factors as skill, competence, and ability are substantially equal. Such factors will be related to job criteria and will be applied in a fair and reasonable manner. PRN nurses impacted by the proposed reduction-in-force will not be laid off, but held in abeyance until needed. The Chief Nursing Officer shall determine the qualifications and competence of the nurse.

Section 8.5: Reduction-in-Force Procedure. The Hospital will endeavor to notify the Union fourteen (14) days prior to implementing a reduction-in-force. Representatives of the Union and the Hospital will meet to discuss alternatives. In the event of such a reduction-in-force other than for low census, the Hospital will endeavor to notify nurses involved fourteen (14) days before the impending reduction-in-force. The Chief Nursing Officer shall give every consideration to reassigning or reorienting nurses to different departments. The following order of reduction-in-force will be followed subject to the qualifications set forth in this Article:

- a. Probationary nurses and
- b. Regularly scheduled nurses by length of service.

The above order of reduction-in-force does not require the release of a probationary nurse from duty in a particular unit where his or her special qualifications are required for proper staffing of that unit as determined by the Employer.

Full-time and part-time nurses who have been laid off due to the reduction-in-force will be given the opportunity to join the PRN list for additional hours or shifts before the PRN nurses held in abeyance are utilized. Full- and part-time nurses who choose to work PRN do not lose their place on the reinstatement roster.

Section 8.6: Reinstatement Roster. Upon reduction-in-force, such nurses will be placed on a reinstatement roster for twelve (12) months from the date of the commencement of the reduction-in-force. A nurse will be removed from the roster upon accepting permanent employment with

another employer, upon refusal to accept recall to a comparable position, or at the end of the twelve (12) months. A nurse will not accrue seniority while on reduction-in-force status but will retain seniority and accrued unused EIT benefits as per the policy to the date of the commencement of the reduction-in-force. Such benefits will be held on the books for twelve (12) months.

Section 8.7: Recall Procedure. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in the reverse order of layoff, if skill, competency, and ability are considered equal as determined by the Chief Nursing Officer. A nurse will be considered eligible for recall to the nurse's position, shift, and unit assignment at the commencement of the reduction-in-force for up to twelve (12) months. Upon reinstatement, the nurse will commence to accrue seniority and will have previously accrued but unused benefits and seniority restored. This section will not apply to nurses on probationary status. It is the nurse's responsibility to keep the Hospital informed as to current address and telephone number. New nurses will not be hired until qualified nurses who are on layoff have been recalled or have refused recall.

Section 8.8: Reallocation of Staff. Reallocation of staff may occur when a unit changes clinical focus, when two (2) or more units merge, or when an existing unit is split. The Hospital will determine the number of full-time and part-time positions (budgeted hours) by shift required for the new or restructured unit. A listing of positions for each shift of the new/restructured unit, including any qualification requirements, shall be posted on the unit for at least fourteen (14) days. At the end of the fourteen (14) days employees will select their desired position. Based on seniority, employees will be assigned their selected positions providing skills, competence, qualifications and experience are considered equal in the opinion of the Hospital. Employees who are not assigned a comparable position (same shift and budgeted hours) in the new or restructured unit shall be eligible for the layoff/reassignment procedure.

ARTICLE 9. HOURS OF WORK AND OVERTIME

Section 9.1: Work Day. The normal work day shall consist of:

For those working an eight (8) hour shift, the normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift.

For those working a ten (10) hour shift, the normal work day shall consist of ten (10) hours work to be completed within ten and one-half (10-1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift.

For those working a twelve (12) hour shift, the normal work day shall consist of twelve (12) hours work to be completed within twelve and one-half (12-1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift. (At the employee's option, two thirty (30) minute unpaid meal periods may be taken during the employee's twelve (12)-hour shift.)

Section 9.2: Pay Period. The Hospital's pay period begins every other Sunday at 12:01 a.m., and continues for fourteen (14) days, until 12:00 midnight every other Saturday. Paydays will normally be on every other Friday. In any event, paychecks will be available no later than three (3) days after the due date. If a payday falls on a designated Holiday, the Hospital shall make

every reasonable effort to distribute paychecks on the last working day prior to the Holiday.

Section 9.3: Work Week. The normal workweek for nurses shall consist of forty (40) hours of work within a seven (7)-day period or eighty (80) hours of work within a fourteen (14)-day period as outlined under the Fair Labor Standards Act. The regular hospital workweek begins at 12:01 a.m. Sunday morning and ends the following Saturday night at 12:00 midnight.

Section 9.4: 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. Innovative work schedules shall be in writing and are subject to initial mutual agreement between the Hospital and the nurse involved.

Section 9.5: Overtime. Subject to the following, when a nurse works beyond his/her normal work day (defined as a scheduled shift of at least eight (8) hours duration), s/he will be paid at time and one-half (1½) the nurse's regular rate of pay for the first four (4) consecutive hours, with any remaining consecutive hours paid at double time (2X). All such overtime hours will be paid at double time when a nurse works beyond the normal work day on a hospital-recognized holiday.

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 and must be approved in advance. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1½).

Section 9.6: Rest Periods. All nurses working five (5) or more consecutive hours 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. The Hospital will provide nurses with one (1) paid rest period of fifteen (15) minutes (or the equivalent amount of time if rest may be taken on an intermittent basis during the shift) during each four (4) hours of working time. The Hospital will comply with state law regarding this section. Nurses must record any missed meal/rest periods in the Hospital's designated timekeeping records/system, and there shall be no retaliation therefor. Holding nurses accountable for time management shall not be construed as "retaliation" under the above sentence.

Section 9.7: Rest Between Shifts. All nurses shall normally have an unbroken rest period of at least eight (8) hours between shifts, unless emergency conditions require such nurse to be scheduled to work longer periods to meet adequate nursing care requirements. Nurses who are not offered or who do not receive a rest period of at least eight (8) consecutive hours' rest prior to any shift worked shall be compensated at one and one-half (1½) times the nurse's regular rate of pay throughout the next shift worked without the required rest. This provision may be waived by mutual agreement between the nurse and the Employer, and does not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (excluding call-back hours).

Section 9.8: 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, leaves of absence, absenteeism, employee requests, temporary shortage of personnel, low census, patient care needs and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Work schedules will be posted at least fourteen (14) calendar days prior to the beginning of the next schedule, which shall encompass at least a four (4) week work period. In preparing work schedules, the Hospital will attempt to fill shifts for which it does not have regularly scheduled coverage (by a full-time, part-time, PRN, traveler, or temporary nurse) with part-time nurses who have given their supervisor/director advance written notice of their availability to pick-up additional specified shifts during the next effective work schedule. For purposes of the preceding sentence, part-time nurses will be given priority over PRN nurses only if the additional shift in question would not result in the part-time nurse receiving additional overtime premium during that pay period. Posted schedules may be changed by mutual agreement.

Section 9.9: Vacation. The Employer shall schedule vacation in accordance with the approved seniority list on a rotation basis by unit, the most senior employee to be accorded preference for (a) up to two (2) weeks total during the period beginning with Memorial Day weekend and ending with Labor Day weekend; and (b) up to one (1) calendar week during the period between December 15 and January 2 each year. This provision does not affect the rotation of work on holidays as set forth in Article 10 Section 3. Additionally, if the Hospital determines that adequate staff would be available if requests longer than two (2) weeks or for additional days off were granted, such vacation/additional days requests will be granted on a seniority basis.

- A. The nurse desiring a vacation of one (1) week or more shall request the desired vacation time by April 1 of the year in which the vacation is requested to allow for optimal scheduling. The nurse will be notified in writing by April 30 if his or her vacation request is approved.
- B. If the nurse is unable to provide notice by April 1, he or she should request vacation as far in advance as possible but in any event not less than two (2) weeks before the work schedule is posted. The nurse will be notified in writing within one (1) week before the work schedule is posted whether the vacation is approved.
- C. If the requested vacation is more than six (6) months from the date of request, the nurse will be notified in writing one (1) month before the schedule is posted, unless the request falls under the guideline of Section A above. Under special circumstances, the nurse may request approval from the Unit Director/Manager prior to one (1) month.
- D. If the nurse is unable to provide advance notice, the request will be approved only as staffing levels allow.
- E. In the case of conflicting requests for vacation, seniority will prevail except as set forth in Section A above. Seniority will not affect approved vacations.

Section 9.10: Additional Hours. If after the work schedule has been posted, additional hours become available; nurses can request, in writing, to pick up vacant shifts. Preference will be given to nurses who would not receive additional overtime premium during that pay period and who are qualified, as determined by the Unit Director/Supervisor.

Section 9.11: Bonus Shift. If a shift needs to be filled due to urgent circumstances (such as a nurse calling in sick) the Hospital may designate the shift as a “bonus shift.” Regular full-time nurses that work a bonus shift beyond their status will receive compensation at double time. Part-time nurses that work a bonus shift beyond their status will receive compensation at time and one half (1½) their base rate of pay. Once a bonus shift is scheduled, the nurse is obligated to work both that shift and his/her regularly scheduled shift(s). A nurse who calls in sick within the week of the bonus shift will not be eligible for bonus shift premium pay for that shift. A nurse who is low censused within the week of the bonus shift will remain eligible for bonus shift premium. A nurse who works a bonus shift that does not qualify for bonus shift pay because of the nurse’s failure to work his/her regularly scheduled hours that pay period, will be paid at the nurse’s regular straight time hourly rate.

Section 9.12: Weekends. Except in emergency situations or by mutual agreement, the Hospital shall schedule full-time and part-time nurses so that they have at least every other weekend off.

In the event a full-time or part-time nurse is required to work more than two (2) weekends out of a four (4) week posted work schedule, all time worked on any portion of any unscheduled weekend in excess of the two (2) scheduled weekends shall be paid at the rate of one and one-half (1½) times the nurses regular rate of pay (computed without the weekend premium), unless the nurse voluntarily agrees to work more frequent weekend duty.

ARTICLE 10. HOLIDAYS

Section 10.1: Holidays Observed. The following holidays are observed by the Hospital:

New Year’s Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	
Independence Day	President’s Day	

Section 10.2: Holiday Worked Premium. Full-time, Part-time and PRN Registered Nurses, who have completed their probationary period, who are required to work on a recognized holiday shall be paid holiday pay of time and one-half (1½) their hourly rate for the hours worked on the holiday. Holiday time begins at 12:01 a.m. the day of the holiday and ends at 12:00 midnight. Only actual hours worked within the defined holiday period will be paid at the rate of time and one-half.

Section 10.3: Rotation of Holidays. Holiday work shall be rotated to the extent feasible among nurses within the designated work area and shift. Volunteers to work will be sought before holidays are assigned. The employer will use its best efforts to rotate equitably holiday time among nurses for each unit for Thanksgiving, Christmas Eve, Christmas Day and New Years holidays.

ARTICLE 11. PAID TIME OFF

The Hospital will maintain the Paid Time Off program for the nurses for the duration of this Agreement (Attachment A) (8b of Attachment A does not apply to nurses in Surgical Services).

ARTICLE 12. COMPENSATION

Section 12.1: Salary Steps. Registered Nurses will be paid at the salary schedule steps set forth below that reflect their length of continuous service with the Employer and credit for experience

as required by Section 12.4.

Section 12.2: Salary Schedule. The minimum straight-time hourly rates of pay for nurses covered by this Agreement are set forth in Appendix A.

Section 12.2.1: Advancement on Salary Schedule. Nurses covered by this Agreement will advance on the Salary Schedule as detailed below.

Effective the first full pay period on or after January 1, 2022, Full-Time nurses will advance on the Salary Schedule. Part-Time and PRN nurses hired prior to August 1, 2021 will also advance on the Salary Schedule at this time.

Effective the first full pay period on or after January 1, 2023, Full-Time, Part-Time and PRN nurses will advance on the Salary Schedule.

Effective the first full pay period on or after January 1, 2024, Full-Time, Part-Time and PRN nurses will advance on the Salary Schedule.

Effective the first full pay period on or after January 1, 2025, Full-Time, Part-Time and PRN nurses will advance on the Salary Schedule.

Effective the first full pay period on or after January 1, 2026, Full-Time, Part-Time and PRN nurses will advance on the Salary Schedule.

Section 12.3: Compensation Adjustments. Effective the first full pay period on or after August 1, 2021, the Hospital will implement a four percent (4.0%) increase to the Salary Schedule set forth in Appendix A. Effective the first full pay period on or after August 1, 2022, the Hospital will implement a three percent (3.0%) increase to the Salary Schedule set forth in Appendix A. Effective the first full pay period on or after August 1, 2023, the Hospital will implement a three percent (3.0%) increase to the Salary Schedule set forth in Appendix A.

Effective the first full pay period following the successful ratification of a two (2) year contract extension on November 13, 2023, each step of the then-applicable wage scale will be increased by four dollars and seventy-cents (\$4.70) per hour. Thereafter, effective the first full pay period on or after August 1, 2024, the Hospital will implement a two percent (2.0%) increase to the Salary Schedule set forth in Appendix A. Effective the first full pay period on or after August 1, 2025, the Hospital will implement a three and one-quarter percent (3.25%) increase to the Salary Schedule set forth in Appendix A.

Section 12.4: Experience Credit. For the purpose of this section, “continuous recent experience” means clinical nursing experience in a similar setting to which a nurse is being hired and without a break in nursing experience that would reduce the level of nursing skill, as determined by the Chief Nursing Officer. Nurses hired during the life of this Agreement are to be placed in the salary schedule according to experience, in the following manner:

- a. Registered Nurses whose clinical experience after graduation is less than nine (9) months or a registered nurse who is returning to practice with a break of more than eighteen (18) months clinical training or experience are to be paid at the base rate of pay.

- b. Registered Nurses with one (1) to three (3) years continuous recent experience in nursing will be hired at not less than Step B.
- c. Registered Nurses with four (4) to six (6) years continuous recent experience in nursing will be hired at not less than Step C.
- d. Registered Nurses with seven (7) or more years continuous recent experience are to be hired at not less than Step D.

ARTICLE 13. PAY PRACTICES

Section 13.1: Certification Pay. Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour, provided the particular certification has been approved by Nursing Administration, and provided further that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. If a nurse transfers out of the area for which s/he is certified, s/he will not be paid the differential until such time as s/he transfers back into the area for which s/he is certified. Likewise a certified nurse who does not maintain the certification will not be paid the differential as of the date the certification expires. A nurse with multiple certifications shall only be eligible to receive one (1) certification premium. 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 (1) certification will receive both premiums for a total of two dollars (\$2.00) per hour.

It shall be the responsibility of the nurse to provide evidence of current certification to Human Resources in order to become eligible for the differential. No hours will qualify for the differential until the beginning of the first payroll period after documentation of the certification is provided to Nursing Administration.

Nurses who are receiving incentive pay for out-of-area certification will be reviewed on a case-by-case basis to determine whether the certification is reasonably related to their current job functions and the incentive pay continues to be warranted.

Section 13.2: Charge Nurse Differential. Effective the first full pay period following the successful ratification of a two (2) year contract extension on November 13, 2023, nurses taking assignment as Charge Nurse for a unit will receive a differential of three dollars and seventy-five cents (\$3.75) per hour for each hour actually worked while acting as charge. The Hospital shall have absolute discretion as to whether to assign any nurse with Charge Nurse duties on any given shift or unit and as to which nurse will be given the charge assignment on any given day. Charge assignments may be mandatory so long as the nurse has the knowledge necessary to perform charge duties on that unit.

Section 13.3: Shift Differential. Nurses who work a shift on which at least one-half of the hours occur between 3:30 p.m. and 12:00 a.m. will receive a shift differential of two dollars and twenty-five cents (\$2.25) per hour for that entire shift.

Effective the first full pay period following the successful ratification of a two (2) year contract extension on November 13, 2023, nurses who work a shift on which at least one-half of the hours

occur between 11:30 p.m. and 8:00 a.m. will receive a shift differential of four dollars and fifty cents (\$4.50) per hour for that entire shift.

Section 13.4: Weekend Premium Pay. Any nurse who works on a weekend shall receive three dollars and fifty cents (\$3.50) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for purposes of overtime calculations. For premium pay purposes, the weekend shall be defined as the forty-eight (48) hour period beginning at 11:30 p.m. Friday and ending at 12:00 a.m. Sunday.

Section 13.5: On-Call Pay. Nurses may be placed on standby as needed by the Hospital. Effective the first full pay period following the successful ratification of a two (2) year contract extension on November 13, 2023, nurses placed on standby status shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour. On-call pay will cease when a nurse is called in and is receiving call-back pay. Nurses who are on-call must be available to work within thirty (30) minutes.

Section 13.6: Call-Back Pay. When a nurse is called back to work after completion of the nurse's regular work day, or while on standby, s/he will be paid at time and one half (1½) the nurse's regular rate of pay. When called back, the nurse shall receive time and one-half (1½) for a minimum of two (2) hours work. When called back, OR, PACU, Cath Lab, and Endoscopy nurses shall receive a minimum of three (3) hours. Any OR, PACU, Cath Lab and Endo RN's call-back worked in excess of fourteen (14) cumulative hours between 3:30 p.m. on Friday and 7 a.m. on Monday will be compensated for at double time.

Section 13.7: Reporting Pay. An employee who is instructed or scheduled to report to work, and who reports to work without having been given notice at least ninety (90) minutes prior to the beginning of the shift that no work is available, shall perform any work assigned for which s/he is qualified and shall be guaranteed four (4) hours work or pay in lieu thereof if it is for a shift of eight (8) hours and guaranteed two (2) hours work or pay in lieu thereof for a shift of less than eight (8) hours. Such minimum guarantee shall not apply if the Hospital makes a reasonable effort to notify the employee at least ninety (90) minutes prior to the scheduled starting time that the employee should not report to work. It shall be the employee's responsibility to keep his or her current phone number on file with the Employer. Failure to do so shall exempt the Employer from such notification requirement and from the above minimum guarantee.

Section 13.8: Preceptor Pay. Effective the first full pay period following the successful ratification of a two (2) year contract extension on November 13, 2023, a nurse assigned designated preceptor duties will be paid an additional three dollars (\$3.00) per hour while performing such duties.

Section 13.9: No Pyramiding. There shall be no pyramiding of overtime and other premium pay paid at the rate of time and one-half (1½) or double time (2X). When a nurse is eligible for both time and one-half (1½) and double time (2X) pay, the nurse shall receive the highest of the two pay rates during those hours that the nurse is so eligible.

Section 13.10: Float Pool Premium. Nurses assigned to the Float Pool shall receive a premium of three dollars (\$3.00) per hour, which shall be included in their normal rate of pay.

ARTICLE 14. HEALTH, WELFARE, 401(K) BENEFITS

Section 14.1: Participation and Plans. During the life of this Agreement, and assuming the following benefit plans continue in existence, the Hospital will offer eligible registered nurses the opportunity to participate in available plans on the same terms and conditions as such plans are offered to other Trios hourly non-bargaining unit employees (i.e., medical and wellness plans, dental plans, visions plans, life and AD&D insurance, short-term and long-term disability insurance, and flexible spending accounts) as well as the 401(k) savings plan.

Section 14.2: Contribution Rates. Except as limited below per Section 14.4, the contribution rates paid by registered nurses for coverage under any of the plans mentioned above shall be the same as those similarly situated non-bargaining employees of the Hospital. If any of the rates are increased or decreased by any hourly non-union employees during the duration of this Agreement, they shall be increased or decreased for bargaining unit registered nurses, they shall be increased or decreased in the same amount.

Section 14.3: Amendment or Termination of Plans. The Hospital may amend or terminate any of the plans referred to in this Article. No termination or amendment of any plan, nor any issues relating to administration or application of such plans may be subject to the grievance or arbitration provisions of this Agreement.

Section 14.4: Medical & Wellness Plans. The Hospital will implement optional employee wellness discounts under which employees' future annual Health & Welfare premium increases for the life of this Agreement will be limited to twelve percent (12%) per year. Premium increases for employees who do not take advantage of those wellness discounts shall not exceed the Hospital's fifty percent (50%) of the year-over-year cost increases to provide such coverage.

ARTICLE 15. LEAVES OF ABSENCE

Section 15.1. With the exception of leaves specified in this Agreement, bargaining unit nurses will be covered by the Trios leave of absence policies as amended from time to time. The Hospital will notify the Union thirty (30) days prior to implementation of any material policy revisions and provide the Union an opportunity to discuss such revisions. The Hospital will comply with applicable federal, state and local law when applying leave policies (e.g., FMLA, USERRA, Washington Pregnancy Leave, Jury Duty and Voting).

Section 15.2: Unpaid Educational Leave. After twelve (12) months of continuous employment, permission will be granted for leave of absence without pay for study without loss of accrued benefits if such leave does not jeopardize Hospital service.

Section 15.3: Paid Education Leave at Employer's Request. If the Hospital request a nurse to participate in or attend an educational meeting, the Hospital will pay the nurse's regular rate of pay. The Employer will pay reasonable expenses for travel, lodging, meals, and transportation when the Employer requires an employee to attend an off-site educational program specified by the Employer.

Section 15.4: Other Paid Education Leave. After twelve (12) months of continuous employment with the Hospital as a Registered Nurse, nurses will be allowed three days' (24 hours) paid

educational leave at the nurse's regular rate of pay per year, but such leave is subject to scheduling requirements of the Hospital and approval of the Unit Director/Manager and/or the Chief Nursing Officer of the subject matter to be studied and will be granted only for courses related to the discipline of nursing. An additional three days' (24 hours) paid educational leave may be granted subject to the above requirements. Educational leave may be used on an hour-by-hour basis. Nurses may be required to give an oral or written report on the content of the educational offering if other Staff Nurses, the Unit Director/Manager or the Director of Education expresses interest. The Employer will pay reasonable expenses for travel, lodging, meals, and transportation when the Employer requires an employee to attend an offsite educational program specified by the Employer. Utilization of paid educational leave for mandatory in-service education will be by mutual agreement only. Such educational leave addressed above is non-cumulative.

Section 15.5: Paid Education Use. Paid education time, on an hour-by-hour basis to a maximum of eight (8) hours, may be used by an eligible Registered Nurse for taking a national certifying examination and/or other required specialized training.

Section 15.6: Voluntary Education. When requesting paid professional/educational development, the nurse will be specific concerning how many hours are being requested and if tuition reimbursement travel time and/or travel expenses are being requested. A brochure of the program will be provided with the request, along with a statement from the nurse as to how her/his attendance will benefit the nurse's performance, the unit and/or the Hospital. Among the factors to be considered in the nurse's request, are the availability of budgeted funds, the nurse's existing or desired education plan, the nurse's existing or prospective nursing assignment(s), scheduled hours and years of service; the Employer's existing or anticipated needs and current scheduling and staffing requirements, and the nurse's prior participation in in-house educational programs. Approval will be granted for out of area travel within the State of Washington only if the educational program is not locally available, and out of state travel will be approved only in very special circumstances.

ARTICLE 16: ORIENTATION AND IN-SERVICE EDUCATION

Section 16.1: 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.

Section 16.2: In-service Education. Nurses required or requested by the Employer to attend educational programs, in-service education meetings, or staff meetings shall be paid the applicable rate of pay.

ARTICLE 17: CONFERENCE COMMITTEE

Section 17.1. The Employer, jointly with elected representatives of the staff nurses, shall participate in a Conference Committee to discuss nursing service problems, including staffing (pursuant to RCW 70.41.420)/patient care issues. The purpose of the Conference Committee shall be to foster improved communications between the Employer and the nursing staff. The function of the Conference Committee shall be limited to an advisory, rather than a decision-making

capacity. The Conference Committee shall consist of three (3) representatives of the Employer and three (3) representatives of the nurses and additional representatives as needed by mutual agreement. In addition to the nurses, a Union Representative may attend and participate.

Section 17.2: Regular Meetings. The Conference Committee shall be scheduled by mutual agreement of the parties to meet not more than once per quarter or as otherwise mutually agreed. Meetings shall be limited to three (3) hours unless otherwise mutually agreed. The Hospital and the Union will each designate one (1) representative to share responsibility for preparing the agenda. The Committee will not discuss specific individual disciplinary matters, specific individual grievances, or issues relating to pending contract negotiations.

Section 17.3: Compensation for Committee. Nurses on the Conference Committee shall be compensated at their base rate of pay for time spent in the Conference Committee meetings (limited to three (3) hours pay per meeting).

ARTICLE 18. GRIEVANCE PROCEDURE

Section 18.1: Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure by the employee or Union to follow the requirements and time limits contained herein for the filing and processing of grievances shall render the grievance null and void. Grievances concerning terminations, or the Union, shall initially be filed at the Step 2 level defined below.

Step 1: Employee and Immediate Supervisor – If an employee has a grievance, the employee and/or Union representative must first present the grievance in writing to the employee’s immediate supervisor within fourteen (14) calendar days from the date the employee knew or should reasonably have known that an alleged breach of this Agreement had occurred. The grievance shall state the contractual Articles violated and the relief sought. The immediate supervisor or designee shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance or within fourteen (14) days of a Step 1 meeting if such a meeting is scheduled. If the immediate supervisor is the employee’s department director, then the employee’s next step in this process is Step 3.

Step 2: Employee and Chief Nursing Officer – If the matter is not resolved to the employee’s satisfaction at Step 1, the employee and/or Union representative shall refer the written grievance to the Chief Nursing Officer or designee within fourteen (14)) calendar days following the postmark date of the mailing of the written decision at Step 1. A conference between the employee, a Union representative and the CNO or designee shall be held at a mutually agreeable time. The CNO or designee shall issue a written reply within fourteen (14) calendar days following receipt of the grievance or the Step 2 meeting, whichever is later.

Step 3: Chief Executive Officer and Union Representative – If the matter is not resolved to the employee’s satisfaction at Step 2, the employee and/or Union representative shall refer the written grievance to the CEO or designee within fourteen (14) calendar days

following the postmark date of the mailing of the decision at Step 2. A conference between the employee, a Union representative, and the CEO or designee shall be held at a mutually agreeable time. The CEO or designee shall issue a written reply within fourteen (14) calendar days following receipt of the grievance or the Step 3 meeting, whichever is later.

Step 4: Arbitration – If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration by written notice to the other party within fourteen (14) calendar days following the Union’s receipt of the Hospital’s response at Step 3. Within seven (7) calendar days of the notification that a dispute is submitted for arbitration, either party may request that the Federal Mediation and Conciliation Service submit a panel of eleven (11) arbitrators having hospital arbitration experience. Upon receipt of the list, the Arbitrator shall be selected by each party alternately striking names until only one (1) remains. Either party may reject one (1) panel in its entirety. To determine which party strikes the first name, the parties shall flip a coin. The Arbitrator shall promptly conduct a hearing on the grievance. The expenses of any arbitration will be shared equally by the Employer and the Union; however, each party shall bear its own expenses of representation and witnesses. Subject to judicial review for those limited circumstances where courts have found such review to be appropriate, the Arbitrator’s decision shall be final and binding on all parties.

Section 18.2: Limits of Arbitrator. The Arbitrator shall have no power to: (1) add to or subtract from, or modify any of the terms of this Agreement; (2) establish or change any wage scale or any other compensation formula; (3) hear or decide any dispute as to the numbers or classifications of employees needed or the division of duties among employees, at any given time, to provide patient care for the Hospital’s patients or perform the assigned work; (4) award back pay for any period more than fourteen (14) days prior to the filing of the grievance (except that this period may be extended for up to six (6) months only for those situations involving the incorrect administration of a pay practice that could not have been discovered through an examination of the employee’s pay check/pay stub, time records, generally available published pay policies, and this collective bargaining agreement.); (5) hear any dispute over whether just cause existed to give an employee an oral warning, except where necessary to determine whether just cause existed for subsequent discipline more severe than an oral warning and the oral warning was previously timely grieved through Steps 1 through 3 of the grievance procedure; (6) arbitrate any matter after this Agreement has expired other than matters which arose prior to the time of expiration of the Agreement; or, (7) modify or alter the penalty imposed by the Employer unless the Arbitrator determines that the weight of the evidence contained in the record shows there was not just cause for the specific penalty imposed.

- a. During the grievance procedure, either party may request the other party to produce evidence relevant to the grievance that is within that party’s possession or control. The Arbitrator will not consider any evidence from a party that failed to produce such evidence in support of that party’s position during Steps 1 through 3 of the grievance procedure in response to a reasonably specific request for production of such evidence.
- b. If there is an issue as to whether a grievance is arbitrable (procedural arbitrability) under this Agreement, no arbitrator may hear or decide both the merits and the issue of arbitrability in a single arbitration hearing unless both parties specifically agree

to such a submission in a single writing. Where separate arbitration hearings are held on the merits and the issue of arbitrability the parties agree that the same arbitrator shall be used unless otherwise mutually agreed. Where separate arbitration hearings are held on the merits and the issue of arbitrability, the arbitration hearing on the merits shall be scheduled not less than two (2) weeks following the issuance of the Arbitrator's decision on the question of arbitrability. Issues of substantive arbitrability are to be decided by a court of competent jurisdiction.

- c. Either party may utilize the services of a court reporter. The costs of the court reporter shall be borne by the party or parties that order a copy of the transcript. The transcript will only be available to the party or parties that order a copy at the arbitration hearing.
- d. All time limits set forth in this Article are of the essence and may be extended only by specific written mutual agreement in a single document signed by the Hospital and the Union. Grievances not timely filed at Step 1 shall be barred, and grievances not advanced in strict accordance with the foregoing procedures or time limits will be considered as withdrawn and shall have no precedential effect. If the Hospital fails to set a meeting or provide a timely response, the Union may advance the grievance to the next Step, and must do so if it wishes to keep the grievance active.

Section 18.3: Grievance Meetings. Grievance meetings will normally be scheduled during the non-working time of the grievant, immediately before or after the grievant's shift. Time spent in grievance meetings by grievants will be unpaid time unless the grievance meeting is scheduled during the grievant's work shift for the convenience of the Hospital. Investigation of grievances by bargaining unit representatives outside of grievance meetings shall be conducted in non-working areas and on the non-working time of all involved bargaining unit employees.

ARTICLE 19. NO STRIKES/NO LOCKOUT

Section 19.1: Prohibited Activity. During the term of this Agreement, neither the Union nor its agents or representatives, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing (informational or otherwise), sit-down, sick-out or slow-down, or any refusal to cross a picket line at or near the Hospital's premises, or any other interference with any of the Hospital's services or operations, or with the movement or transportation of goods to the Hospital's premises.

Section 19.2: Waiver by Union. The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law. Any statutory right under the NLRA which the employee may otherwise have to engage in such conduct is hereby expressly waived by the Union. Provided, nothing in this Article will forbid a refusal to work protected by the Occupational Safety and Health Act or prohibit the Union from providing financial or other support to another labor organization engaged in a strike against any other employer away from the Hospital's premises.

Section 19.3: Penalty. Any employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Hospital in its discretion shall determine, provided however, that such employee shall have recourse to the grievance and arbitration procedure as to the sole question of whether he or she in fact participated in such prohibited activity.

Section 19.4: No Lockouts. The Hospital agrees that there shall be no lockout during the term of this Agreement. As used herein, the term “lockout” shall not include the closing down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Hospital’s control.

Section 19.5: Judicial Remedies. The Hospital or the Union shall be entitled to all appropriate judicial remedies, including but not limited to, injunctive relief and damages, if a violation of this Article should occur. Either may immediately institute judicial proceedings to obtain such remedies, without any prior obligation to seek relief under the grievance and arbitration procedure of this Agreement. Injunctive relief shall be available to the Hospital or the Union regardless of whether the dispute giving rise to the conduct prohibited by this Article is subject to arbitration. Any right to remove a state court action filed by the Hospital or the Union to federal court alleging a violation of this Article is expressly waived by the Hospital and the Union.

ARTICLE 20. DRUG AND ALCOHOL POLICY

Employees may not use, possess, sell or purchase non-prescribed controlled substances, illegal drugs or alcohol while on Hospital property or during working hours. The Hospital reserves the right to maintain, administer, and in its sole discretion to modify, revise or change its drug and alcohol policy that is applicable to all Hospital employees, and in its sole discretion may offer employees the opportunity to participate in a substance abuse monitoring program for Registered Nurses. In the event that the Hospital decides to modify, revise or change its drug and alcohol policy, it will provide the Union with fifteen (15) days written notice of that change and, upon request, engage in effects negotiations regarding that change.

ARTICLE 21. GENERAL PROVISIONS

Section 21.1: State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws and applicable regulations of government 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.

Section 21.2: Complete Agreement. It is acknowledged and agreed that during the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the employees and to the Hospital pertaining to wages, hours and conditions of employment have been fully considered and negotiated, that each party was afforded the unrestricted right to pursue and discuss proposals pertaining to wages, hours and conditions of employment and that the understanding and agreements arrived at by the parties during the course of said negotiations are

fully set forth in this Agreement.

The Union and the Hospital agree that during the term of the Agreement, neither party shall be obligated to negotiate with respect to any matter pertaining to wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

This Agreement shall not be varied or amended by oral agreement or by custom or practice. No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Hospital and the Union. The failure of either party to exercise any right under the Agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise any right or to thereafter insist upon strict compliance.

Section 21.3: Personnel Rules and Regulations. All employees of this bargaining unit in addition to being governed by this Agreement, shall also be subject to the nursing personnel policies published by the Hospital having general applicability to all nursing employees of the Employer (but not including policies relating to wages and benefits) and any subsequent personnel policies, rules and regulations that may in the sole discretion of the Employer be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

Section 21.4: Past Practice. Unless specifically provided herein to the contrary, past practices that existed prior to this Agreement, whether written or oral, shall not be binding on the Employer. The Employer will endeavor to communicate any changes in past practices to the nursing staff in advance of the change.

ARTICLE 22. DURATION

This Agreement shall be effective upon ratification by the Union, and shall continue in effect as extended without change, addition or further amendment for two (2) years from the original expiration date, through July 31, 2026. This Agreement shall automatically be renewed and extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Agreement, or any subsequent anniversary date of same if this Agreement is automatically renewed or extended in accordance with this Article, of its intention to terminate or amend this Agreement.

Effective this 13th day of November, 2023.

UFCW Local 3000

Trios Health



President

Chief Executive Officer



Negotiator

APPENDIX A
SALARY SCHEDULE

RN Steps	11.13.2023*	8.1.2024*	8.1.2025*
A	\$40.01	\$40.81	\$42.14
B	\$40.78	\$41.60	\$42.95
C	\$41.61	\$42.44	\$43.82
D	\$42.42	\$43.27	\$44.67
E	\$43.28	\$44.15	\$45.58
F	\$44.14	\$45.02	\$46.49
G	\$45.05	\$45.95	\$47.44
H	\$45.91	\$46.83	\$48.35
I	\$46.85	\$47.79	\$49.34
J	\$47.81	\$48.77	\$50.35
K	\$48.77	\$49.75	\$51.36
L	\$49.79	\$50.79	\$52.44
M	\$50.81	\$51.83	\$53.51
N	\$51.87	\$52.91	\$54.63
O	\$52.86	\$53.92	\$55.67
P	\$53.96	\$55.04	\$56.83
Q	\$55.09	\$56.19	\$58.02
R	\$56.21	\$57.33	\$59.20
S	\$57.37	\$58.52	\$60.42
T	\$58.56	\$59.73	\$61.67
U	\$59.77	\$60.97	\$62.95
V	\$61.03	\$62.25	\$64.27
W	\$62.26	\$63.51	\$65.57
X	\$63.57	\$64.84	\$66.95
Y	\$64.91	\$66.21	\$68.36
Z	\$66.26	\$67.59	\$69.78
AA	\$67.50	\$68.85	\$71.09
AB	\$68.76	\$70.14	\$72.41
AC	\$70.05	\$71.45	\$73.77
AD	\$71.34	\$72.77	\$75.13
AE	\$72.68	\$74.13	\$76.54
AF	\$74.17	\$75.65	\$78.11

TMG	\$36.43 - \$49.79
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*Rates effective first full pay period on or after date specified

ATTACHMENT A

Paid Time Off Policy:

1. Definition. The Paid Time Off (PTO) plan is a benefit designed to provide employees with paid time away from work for the following reasons: vacation; personal time; for a qualifying reason under Washington’s Paid Sick Leave Law, including to care for an employee’s or family member’s mental or physical illness, injury, or a disabling health condition, for care and treatment due to a medical diagnosis, or for the employee’s need for preventative medical care; when an employee’s workplace or child’s school or place of care has been closed by a public official for any health-related reason; and for reasons related to domestic violence, sexual assault, or stalking. Accrued, eligible PTO hours must be used when taking time off. PTO hours cannot be used once an employee is eligible to use any accrued and available EIT (see Extended Illness Time Policy) or short-term or long-term disability insurance.

2. Eligibility & Accrual of PTO. Full-time employees (72 to 80 hours per pay period) and part-time employees (40 to 71 hours per pay period). Part-time (working less than 40 hours per pay period), per-diem and temporary employees are not eligible. PTO will begin accruing based on hours worked/paid as of the first day of work. PTO will be used for scheduled time off and holidays as approved by the manager. PTO will only accrue up to the maximum of 80 hours per pay period, 2080 hours per year. The appropriate accrual rates per hour are detailed below (unless otherwise specified):

<u>Years Completed</u>	<u>Factor</u>	<u>Annual Hrs.</u>	<u>Days*</u>	<u>Ceiling</u>
0-3	.09610	200	25	400
4-8	.11920	248	31	496
9-13	.13850	288	36	576
14-19	.14610	304	38	608
20+	.15780	328	41	656

*Days = 8 hour days

- a. PTO hours will not accrue beyond the specified ceiling above. Once the maximum (ceiling) accrual has been reached, there will be no additional PTO accrued until PTO is paid/used and the employee’s balance is once again below the maximum limit.

3. Unpaid Time Off. Unpaid time may or may not be approved, but would only be allowed if accrued PTO/EIT has been exhausted and the manager has approved the request.

4. It is expected that employees will work their full daily; weekly, pay period scheduled hours. Otherwise accrued eligible PTO/EIT hours must be used to fulfill the normal work schedule.

5. The use of PTO/EIT hours may not exceed the weekly/pay period scheduled hours (i.e., the combination of hours worked and PTO/EIT hours taken cannot exceed the weekly/pay period scheduled hours) except in the following situation:
 - a. The employee works an extra shift, as approved by his/her manager and the combination of the time worked from this extra shift and approved PTO/EIT exceeds the normal weekly/pay period scheduled hours; and/or

- b. The manager and his/her executive partner approved in a given pay period for the employee's normal weekly/pay period scheduled hours to be exceeded by a combination of hours worked and approved PTO/EIT used.
6. For approved time off on a scheduled workday, PTO will be paid at the base rate of pay and shift differential will be included if applicable. PTO cash out, as applicable under Change in Employment Status below, will be paid out at the base rate of pay.
7. Change in Employment Status:
- a. Termination of employment while still in the New Employee Orientation Period. An employee, who leaves employment during this period (regardless of reason), is not eligible to receive any pay out of accrued PTO.
 - b. Termination. Employees may receive pay for any eligible, unused accrued PTO, minus deductions owed to the organization, and applicable taxes, only if they provide proper notice of termination (See Resignation and Discharge Policy) and are not terminated/discharged for cause. The cash out will be received on the final paycheck and will be based on the base rate of pay.
 - c. Full-Time to Part-Time (20 hrs. +) Eligible. If an employee changes status from full-time to part-time, all accrued PTO will be transferred with the employee and the employee will begin to accrue at a reduced rate on the effective date of transfer.
 - d. Part-Time (20 hrs. +) Eligible to Full-Time. If an employee changes status from part-time to full-time all accrued PTO will be transferred with the employee and the employee will begin to accrue at an increased rate on the effective date of transfer.
 - e. Full-Time/Part-Time (20 hrs. +) to Per Diem or Part-Time (<20 hrs.). The employee must give proper notice (see Resignation and Discharge Policy) to receive any eligible PTO cash out. The employee will then begin to accrue WPSL at the decreased rate on the effective date of the transfer.
 - f. Employees on Approved Leave of Absence without Pay. Employees do not earn PTO while on unpaid leave of absence.
8. Holidays:
- a. Trios Health recognized Holidays are as follows:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
 - b. Employees who work in departments that are normally closed on the above recognized holidays, or who work in departments where staffing is reduced, and therefore do not work on the holiday, will need to use accrued PTO (note: PTO hours may not exceed the weekly/pay period scheduled hours to work).
 - c. Holidays that fall on a Saturday will be observed on the previous Friday and holidays that fall on Sunday will be observed on the following Monday, for employees who are regularly scheduled to work Monday through Friday.
 - d. All recognized holidays begin at midnight before the holiday and end at midnight on the day of the holiday.

9. Return to Work after Illness/Disability. Employees may be required to verify illness/injury in accordance with Washington's Paid Sick Leave Law and when returning to work from illnesses/injury, may be required to first report to the Employee Health Office and/or Human Resources.
10. Elective Cash Out Provision. Employees may request cash out PTO hours at one hundred percent (100%) of their current base hourly rate, minus applicable taxes, according to the following procedure:
 - a. Employee has successfully completed the new employee orientation period.
 - b. A cash out may occur twice a calendar year; once in the first pay period in December and once at the discretion of the nurse.
 - c. PTO cash outs are not allowed if the employee has given their resignation.
 - d. A PTO donation request (as described below) will not be approved if it occurs within thirty (30) calendar days of a PTO cash out; unless the PTO cash out was for the same medical emergency as the PTO donation request.
11. **PTO Donation Program**
 - a. Recognizing that a benefit eligible employee may have a "medical emergency" (as defined below) and has exhausted all eligible Paid Time Off (PTO) and Extended Illness Time (EIT) hours and is not receiving payment through short-term or long-term disability insurance, Trios Health will provide the opportunity for individual employees to donate accrued/eligible PTO hours in accordance with the guidelines set forth below (also see PTO cash out above).
 - i. *(Note: this policy does not apply to Providers for either donating or donations.)*
 - b. Any benefits eligible employee who has an approved *medical emergency* and who has exhausted all eligible PTO/EIT may receive PTO hour donations from other benefit eligible employees, within specific guidelines. A *medical emergency* is generally defined as a medical condition of the employee or a member of his/her family that will require a prolonged absence (greater than two (2) weeks) of the employee from duty, while not having eligible accrued PTO/EIT to use or short-term or long-term disability insurance. The requesting employee must complete the Trios Health Paid Time Off (PTO) Donation form, have his/her manager/director approve and provide to Human Resources. Specific requirements for such donation will be included in this form. It will be assumed that any employee off on a qualified FMLA leave has met the definition of Medical Emergency.
 - c. Human Resources will do a final review and if the request is considered approved, will send out an e-mail to all users with the request.
 - d. Donating Employee. Any benefit eligible employee wishing to donate eligible PTO hours to an employee who has an approved request must follow the following guidelines:
 - i. The Paid Time Off (PTO) Donation Form must be fully completed and must be sent to Human Resources.
 - ii. The maximum hours that may be donated may not be greater than fifty percent (50%) of employee's current balance and the employee's overall balance must remain at forty (40) hours or more.
 - iii. The number of *hours* donated will be reduced from the donating employee's PTO account and added to the requesting employee's account. (Ex: employee donates 15 hours of PTO; 15 PTO hours will transfer to recipient employee's PTO account.)

ATTACHMENT B

ADDENDUM: Trios Medical Group Nurses

It is agreed that the following provisions of the Agreement are applicable to Trios Medical Group Nurses:

- Article 1. Purpose
- Article 2. Recognition
- Article 3. Management Rights
- Article 4. Union Representation
- Article 5. Definitions
 - Regular full-time nurse
 - Regular part-time nurse
 - Per diem, excluding 15% wage differential
 - Temporary Nurse
 - Probationary Nurse
 - Base Rate of Pay
 - Seniority and Benefit Accrual During Time Off
- Article 6. Employment Practices
 - Section 1. Equal Opportunity
 - Section 2. Notice of Resignation
 - Section 3. Discipline and Discharge
 - Section 4. Evaluations
 - Section 5. Personnel File
 - Section 11. Nurse Transfers
- Article 7. Seniority
 - Section 1. Definition
 - Section 2. Termination of Seniority
 - Section 3. Seniority Roster
- Article 8. Hours of Work and Overtime
- Article 9. Holidays
- Article 10. Paid Time Off
- Article 13. Health, Welfare, 401(k) Benefits
- Article 15. Leaves of Absence
- Article 18. Grievance Procedure
- Article 19. No Strikes/No Lockout
- Article 20. Drug and Alcohol Policy
- Article 21. General Provisions
- Article 22. Duration

No other provisions of the Agreement are applicable to Trios Medical Group Nurses.

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

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Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

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