

Agreement by and between  
**UFCW 3000**  
and  
**Summit Pacific Medical Center**

**RN Unit**

Effective through: 6-24-2024

**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**

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE 1 – RECOGNITION AND BARGAINING UNIT .....	1
ARTICLE 2 – NONDISCRIMINATION.....	1
ARTICLE 3 – UNION SECURITY .....	1
3.1 Employee Rights Regarding Union Membership .....	1
3.2 Dues Deduction.....	2
3.3 Voluntary Political Action Fund.....	2
ARTICLE 4 – MANAGEMENT RIGHTS .....	2
ARTICLE 5 – UNION REPRESENTATION .....	3
5.1 Employee Rosters .....	3
5.2 Negotiations .....	3
5.3 Access to Premises.....	4
5.4 Meeting Rooms.....	4
5.5 Bargaining Unit Representatives .....	4
5.6 Bulletin Board.....	4
5.7 New Hire Orientation.....	4
5.8 Disciplinary and Investigatory Interviews .....	5
5.9 Employee Personnel File .....	5
ARTICLE 6 – DEFINITIONS.....	5
6.1 Base Rate of Pay .....	5
6.2 Charge Nurse .....	5
6.3 Clinic Nurse .....	5
6.4 FTE .....	5
6.5 Introductory Employee .....	5

6.6	Per Diem Employee .....	5
6.7	Preceptor .....	6
6.8	Premium .....	6
6.9	Regular Full-Time Employee .....	6
6.10	Regular Part-Time Employee .....	6
6.11	Regular Rate of Pay .....	6
6.12	Resident Nurse .....	6
6.13	Staff Nurse .....	7
6.14	Temporary Employee.....	7
ARTICLE 7 – EMPLOYMENT PRACTICES .....		7
7.1	Discipline and Discharge .....	7
7.2	Parking .....	7
7.3	Electronic Pay Stub.....	7
7.4	Notice of Resignation .....	7
7.5	Notice of Termination.....	7
7.6	Performance Feedback.....	8
7.7	Reassignment .....	8
	7.7.1 Cross Trained RN .....	8
	7.7.2 Float RN.....	8
7.8	Travel .....	8
7.9	Low Census.....	9
	7.9.1 Low Census Benefits .....	9
	7.9.2 Low Census Standby .....	9
	7.9.3 Low Census Rotation.....	9
7.10	Safety .....	9
7.11	Department Orientation .....	9

7.12	Meetings.....	10
7.13	Change of Employment Status.....	10
7.14	Job Posting.....	10
ARTICLE 8 – SENIORITY.....		10
8.1	Definition.....	10
8.2	Loss of Seniority.....	10
8.3	Layoffs.....	10
8.4	Reinstatement Roster.....	11
8.5	Recall.....	11
8.6	Qualifications and Ability.....	11
ARTICLE 9 – GRIEVANCE PROCEDURE.....		11
9.1	Grievance Defined.....	11
9.2	Time Limits.....	11
9.3	Step 1 - Employee and Immediate Supervisor.....	11
9.4	Step 2 - Employee and Management Team Representative.....	12
9.5	Step 3 - Employee and CEO.....	12
9.6	Step 4 - Mediation.....	12
9.7	Step 5 - Arbitration.....	12
ARTICLE 10 – LEAVES OF ABSENCE.....		13
10.1	General Rules for all Leaves.....	13
10.2	Federal and State Leave Laws.....	13
10.3	Jury Duty.....	13
10.4	Bereavement Leave.....	13
10.5	Educational Leave.....	13
10.6	Special/Personal/Union Leave.....	14
10.7	Leave With Pay.....	14

10.8	Leave Without Pay.....	14
10.9	Failure to Return .....	14
ARTICLE 11 – COMMITTEES.....		14
11.1	Labor Management Committee .....	14
11.2	Safety Committee .....	15
11.3	Nurse Staffing Committee .....	15
11.3.1	Membership .....	15
11.3.2	Frequency.....	15
11.3.3	Agenda and Minutes .....	15
11.3.4	Staffing Concerns .....	15
11.4	Compensation .....	15
ARTICLE 12 – HOURS OF WORK AND OVERTIME.....		15
12.1	Workday.....	15
12.2	Work Period.....	15
12.3	Work Schedules .....	16
12.4	Innovative Work Schedules .....	16
12.5	Overtime .....	16
12.5.1	Contractual Overtime.....	16
12.5.2	Statutory Overtime.....	16
12.5.3	No Pyramiding.....	16
12.6	Meal Period.....	16
12.7	Rest Period.....	17
12.8	Weekends.....	17
12.9	Contact During Scheduled Days Off .....	17
12.10	Rest Between Shifts .....	17
12.11	Split Shifts.....	17

ARTICLE 13 – PREMIUM PAY (RN).....	17
13.1 Shift Differential .....	17
13.2 On Call .....	18
13.3 Callback .....	18
13.4 Call In .....	18
13.5 Weekend Premium.....	18
13.6 Charge Duty .....	18
13.7 Report Pay.....	18
13.8 Preceptor Pay .....	18
13.9 Certification Premium.....	18
13.10 BSN Premium .....	19
ARTICLE 14 – COMPENSATION .....	19
14.1 Wage Rates .....	19
14.2 Longevity Increase.....	19
14.3 Recognition for Past Experience.....	19
14.4 Per Diem Premium.....	19
14.5 Unilateral Increase .....	19
ARTICLE 15 – HOLIDAYS .....	19
15.2 Work on a Holiday.....	20
ARTICLE 16 – PTO .....	20
16.1 Accrual.....	20
16.1.1 PTO Designated for PSL .....	21
16.2 Maximum Accrual/Carryover .....	21
16.3 PTO Pay .....	21
16.3.1 PTO Pay Upon Separation.....	21
16.4 Scheduling .....	21

16.5	Use of PTO .....	22
16.6	PTO Cash Out Option.....	22
16.7	PTO Designated for Paid Sick Leave .....	22
16.7.1	Usage .....	22
16.7.2	Notice.....	23
16.7.3	Certification and Verification .....	23
ARTICLE 17 – BENEFITS .....		23
17.1	Health Tests .....	23
17.2	Industrial Insurance.....	23
17.3	Health Insurance .....	23
17.4	Health Benefit Changes .....	23
17.5	Retirement.....	24
17.6	Other Benefits from Washington Law.....	24
ARTICLE 18 – NO STRIKE/LOCKOUT.....		24
ARTICLE 19 – SEPARABILITY .....		24
ARTICLE 20 – DURATION.....		24
20.1	Term of Agreement.....	24
20.2	Conditional Reopener .....	24
20.3	Healthcare Reform .....	25
APPENDIX A – Covered Classifications and Wages .....		26
APPENDIX B – Nurse Staffing Concern Form.....		27
MOU Regarding Work Area Closures.....		29
LETTER OF UNDERSTANDING 1 .....		30



(RN)  
COLLECTIVE BARGAINING AGREEMENT  
By and Between  
SUMMIT PACIFIC MEDICAL CENTER  
and  
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 21

PREAMBLE

This Agreement is made and entered into by and between the United Food and Commercial Workers Local 21, hereinafter referred to as the “Union” and Summit Pacific Medical Center, hereinafter referred to as the “Employer.” The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours and conditions of work.

**ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**

1.1 The Employer recognizes the Union as the exclusive representative for all full-time, part-time, and per diem employees whose classifications appear in Appendix “A” and who are employed by the Employer at Summit Pacific Hospital, McCleary Clinic, and the Wellness Center, excluding supervisors, temporary employees, confidential employees, and all other employees.

1.2 The Employer further agrees to distribute a copy of this Agreement to each new eligible employee; such copies are to be provided by the Union.

1.3 The Employer will advise the Union if it establishes any new job classification appropriate to this bargaining unit.

**ARTICLE 2 – NONDISCRIMINATION**

2.1 The Employer will comply with all applicable state and federal laws in regards to nondiscrimination, including but not limited to:

- Family Medical Leave Act (FMLA)
- USSERRA
- Americans with Disabilities Act (ADA)
- Age Discrimination in Employment Act (ADEA)
- Title VII of the Civil Rights Act
- Washington Law Against Discrimination
- Labor Management Relations Act

Alleged violation of this article may be addressed through the grievance procedure.

**ARTICLE 3 – UNION SECURITY**

3.1 Employee Rights Regarding Union Membership. The Employer will distribute the information as provided in Section 1.2, as well as the Union membership applications/payroll deduction forms during orientation. The Employer will advise employees regarding the requirements of this article at time of hire and after ratification. The Employer will refer questions in this regard to the Union.

Employees have the right to become a member of the Union or not become a member of the Union. Non-members have the choice to pay or not pay an agency fee to the Union for representation services equivalent

to the Union dues. Regardless of whether an employee covered by Article 1 is a member of the Union, they are governed by this Agreement.

3.2 **Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues and initiation fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction will be transmitted monthly to the Union by a check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. Employees may elect to begin or terminate deduction of dues or agency fee payments no less frequently than once per year during the dues deduction election period according to the terms of the deduction form. Upon request employees shall promptly receive notice of their next dues deduction election period from the Union. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3 **Voluntary Political Action Fund.** During the term of this Agreement, if at least four (4) employees request it, the Employer shall deduct a sum specified from employees who voluntarily execute a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2) per month. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering PAC wage deductions. The Employer and the Union agree that one-quarter of one percent (0.25%) of all amounts deducted will be used to reimburse the Employer for its reasonable costs of administering these monthly wage deduction authorizations (the "administration fee"). The amount deducted (net of the administrative fee) and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby 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 employee.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

The management of the Medical Center and the direction of the work force are vested exclusively with the Employer, subject to the terms of this Agreement. The Employer reserves and retains, solely and exclusively, all of the rights, privileges, and prerogatives which it would have in the absence of this Agreement, regardless of the frequency or infrequency with which such rights have been exercised in the past, except to the extent that such rights, privileges, and prerogatives are specifically and clearly abridged by express provisions of this Agreement. It is understood that nothing in this Agreement shall preclude people employed in supervisory or managerial positions from performing bargaining unit work when they have made good faith efforts under the circumstances to cover the work with bargaining unit members, provided that the Employer will not establish supervisory or managerial positions for the purpose of reducing bargaining unit positions.

To elaborate, but not to limit the rights in the above paragraph, the Employer shall have the following unilateral rights except as specifically and clearly abridged by express provisions of this Agreement:

1. To determine the number, location, and types of its facilities;

2. To determine the services to be performed at each location;
3. To determine the modes and methods of performing the work or providing patient care, including job duties and the division of duties between job classifications;
4. To alter, rearrange, change, extend, limit, or curtail its services or operations or any part thereof;
5. To determine the equipment or methods to be employed in performance of work; to introduce new equipment, machinery, or processes; to change or eliminate existing equipment, machinery or processes; and to automate processes or operations;
6. To utilize travelers or employees from agencies;
7. To determine the size and composition of the work force, including the number of shifts required, the starting and ending times of such shifts, and the number of employees assigned to any particular shift or job, operation, or group of patients;
8. To establish qualifications for, select, hire, and train employees, and to discipline and discharge employees for just cause;
9. To specify or assign work requirements and overtime;
10. To direct and manage the workforce;
11. To determine working hours, working schedules, shift assignments, and days off;
12. To adopt, change, or rescind Employer work rules and policies.

There shall be no duty to bargain over the decision to exercise any or all of the management rights described in this section.

#### **ARTICLE 5 – UNION REPRESENTATION**

5.1 **Employee Rosters.** Upon the signing of this Agreement, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, address, phone number, personal email address (if provided by the employee), classification, unit, FTE status, employee ID number, date of hire, seniority date, and hourly rate of pay. This list will also contain all new hires and terminations, and be sortable by date of hire or termination. The Employer will provide an updated list of employees covered by this Agreement within two (2) weeks after new hires, terminations, changes in job classification, or upon request from the Union.

5.2 **Negotiations.** Employees requesting time off for Union negotiations will notify their supervisor of the upcoming dates for negotiations in accordance with the Employer's time off policy. With appropriate advance notice and subject to staffing considerations, the Hospital will make a good faith effort to adjust the employee's work schedule, and, if not possible, provide unpaid time off for those employees participating in Union negotiations. Unpaid time off may only be used on joint negotiation days. Employees may use leave without pay to attend negotiations on agreed bargaining dates. Time spent in negotiations will not affect benefit status.

5.3 Access to Premises. The Union's authorized staff representatives may have access to the Employer's meeting rooms for meetings of the bargaining unit and for the purpose of investigating grievances and contract compliance or other representational activities, provided advance request for meeting facilities is made to Human Resources and space is available. Access to public areas for purposes related to the bargaining unit shall not be unreasonably denied by the Employer. Such access shall not disrupt the normal operations of the Employer and shall be consistent with reasonable restraints regarding the safety and well-being of patients. Such visits shall not take place in secure or patient care areas or interfere with or disturb employees in the performance of their work.

5.4 Meeting Rooms. The Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

5.5 Bargaining Unit Representatives. The Union shall select at least four (4) bargaining unit representatives from among the employees represented by this Agreement, including at least one night shift employee.

5.5.1 A bargaining unit representative who is on duty and who is requested by an employee to attend an investigatory or disciplinary meeting or authorized to attend an investigatory or disciplinary meeting in a bargaining unit representative capacity by the terms of this Agreement will be paid to attend the meeting.

5.5.2 The Employer may approve leave, up to a maximum collective total of forty (40) hours per contract year, for bargaining unit representatives to attend Union-sponsored training programs.

At the time of ratification of the contract, the Union will provide Human Resources with a list of at least four bargaining unit representatives. The Union will provide an updated list of at least four unit representatives when changes occur. Bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of their selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

5.6 Bulletin Board. If the Union provides bulletin boards no larger than 24 by 36 inches, the Employer will place them in the common area of the staff lounges in the Hospital, McCleary Clinic, and Wellness Center and other sites where bargaining unit members are employed. The bargaining unit representatives shall be permitted to post Union announcements and notifications of professional activities on these bulletin boards. The Employer may notify the Union of postings it feels are inappropriate. The Union agrees to immediately take down the allegedly inappropriate posting and to meet on an expedited basis with the Employer to address the issue.

5.7 New Hire Orientation. The Employer shall provide the Union access to new hires for one half-hour period on one of the employee orientation days, or individually during the employee's first two weeks of employment, for the purpose of introduction and orientation to Local 21 and/or the Union contract. The new employee will be on paid time for up to one half-hour for this purpose. The bargaining unit representative and the Union will be provided New Hire Orientation schedules and notified of new hires a reasonable time after they are confirmed. A bargaining unit representative, designated by the Union, shall be allowed one-half (½) hour during the orientation session to introduce the Union contract to new employees.

5.8 Disciplinary and Investigatory Interviews. Employees shall have the right and may request the attendance of a Union representative during any investigatory meeting which the employee has been told may lead to disciplinary action and may request a reasonable postponement until a bargaining unit representative is available. Should the employee request a specific bargaining unit representative or Union representative for a time-sensitive investigatory interview and they are not available within a reasonable period of time, the Employer may continue the time-sensitive investigatory interview by providing the employee an available bargaining unit representative. If requested by the employee, a bargaining unit representative or Union representative may also attend disciplinary meetings in an observational capacity, though they may call for a caucus during the disciplinary meeting. The Employer will endeavor to have investigatory meetings or disciplinary meetings during or adjacent to the employee's work shift.

5.9 Employee Personnel File. In accordance with Washington State law, employees shall have the right to review their own personnel file upon written request with advance notice, during regular Human Resources office hours. Any time an employee disagrees with a disciplinary action imposed against him/her by the Employer, the employee may request to have placed in the employee's personnel file a statement containing his/her rebuttal to that disciplinary action. No material shall be removed from personnel files without permission from Human Resources.

## ARTICLE 6 – DEFINITIONS

6.1 Base Rate of Pay. The base rate of pay shall be defined as the employee's hourly rate of pay pursuant to Appendix A to this Agreement, without any additional premiums or differentials.

6.2 Charge Nurse. A registered nurse who is assigned responsibility by the Chief Nursing Officer (or designee) for leading an organized unit (as defined by the Employer). Nurses assigned Charge Nurse responsibilities will have those additional responsibilities considered in their direct patient care assignments. 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.

6.3 Clinic Nurse. A registered nurse working in the Employer's clinics including the Wellness Center, McCleary Clinic, and Urgent Care Clinic who is responsible for the direct and/or indirect nursing care of the patient.

6.4 FTE. FTE stands for full time equivalency and is a measure of the workload of an employee. An FTE of 1.0 is equivalent to forty (40) hours of work per week, an FTE of 0.5 is equivalent to twenty (20) hours of work per week.

6.5 Introductory Employee. An employee who has been hired by the Employer on a full-time, part-time, or per diem basis and who has been continually employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of regular employment, the employee shall be considered to have completed the introductory period unless the Employer completes an introductory period assessment and the employee is specifically advised by the Employer in writing of an extended introductory period, up to an additional ninety (90) days. The Employer will notify the Union of any extension of the introductory period. During the introductory period, an employee may be terminated without notice, without cause and without recourse to the grievance procedure.

6.6 Per Diem Employee. An employee who does not hold either a full-time or part-time position who is available to work without any guarantee of hours during any period when additional work of any nature requires a temporarily augmented work force, such as in the event of an emergency or employee absenteeism.

6.6.1 Any per diem employee who works on a regularly scheduled basis at least twenty (20) hours per week or at least forty (40) hours in a fourteen (14) day period, averaged over six (6) months (January/July), will be reclassified upon written request from the employee to regular full-time or part-time status as determined by the Employer and if budgeted positions are available.

6.6.2 Per diem employees must be available to work a minimum of two full shifts per month to include one weekend shift and be available to be scheduled for one fixed holiday annually which can count toward the availability requirements outlined above. Non-compliance with this requirement for more than three (3) months, unless excused due to an approved leave of absence, may result in termination without recourse to the grievance procedure. Per diems who do not work during a 180-day continuous period unless due to an approved leave of absence will be automatically terminated unless otherwise mutually agreed.

6.6.3 Regular employees who apply for and are granted per diem status and subsequently return to regular status within one (1) year, without a break in employment, shall regain previously accrued regular status seniority and PTO accrual rate. Regular employees who change to per diem status shall be paid for their accrued PTO.

6.7 **Preceptor.** A preceptor is defined as an employee assigned by the Employer to training student or resident employees on the unit, one to one. In collaboration with unit management and/or clinical educator, the preceptor is responsible for planning, organizing, and evaluating the new skill development of the student/resident. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific period of time. This employee provides feedback to the students or resident and is the liaison between the Hospital and the teaching institution.

6.8 **Premium.** Any pay provided to an employee above the base hourly rate other than statutory overtime pay.

6.9 **Regular Full-Time Employee.** An employee who works on a regularly scheduled basis at least thirty-six (36) hours in a one week work period or seventy-two (72) hours in a two week work period and who has successfully completed the required introductory period.

6.10 **Regular Part-Time Employee.** An employee who works on a regularly scheduled basis less than thirty-six (36) hours per week and who has successfully completed the required introductory period. Unless otherwise provided for herein, a part-time employee shall be compensated at the same wage rate as a full-time employee. Regular part-time employees may be eligible for benefits, subject to the terms, conditions, and limitations of this Agreement and each benefit program.

6.11 **Regular Rate of Pay.** The statutorily defined rate of pay required to be paid for overtime worked in excess of the designated work week period. Regular rate of pay is only used if an employee is receiving statutory overtime.

6.12 **Resident Nurse.** A Staff Nurse whose clinical experience after graduation is less than nine (9) months; or a nurse who is returning to practice with no current hospital-based clinical nursing experience. A resident nurse will typically be assigned to a preceptor, but may be given an assignment under the supervision of another nurse as appropriate to the resident nurse's competency. Resident nurses will have their experience considered in their direct patient care assignments. Residents will be considered introductory employees under Section 6.5. The Employer may change a resident nurse to a regular staff nurse in its sole discretion, and such change may not be reversed. Resident nurses shall not be assigned as a charge nurse.

6.13 Staff Nurse. A registered nurse working in the Hospital units, including the Emergency Department, Acute Care unit, and Hospital-based outpatient services, who is responsible for the direct and/or indirect nursing care of the patient.

6.14 Temporary Employee. Employees hired to work during a period of up to six (6) months when the Employer requires a temporarily augmented work force are classified as temporary employees. Except for grant-funded employees and employees working under emergent circumstances, after a period of six (6) months, the employee shall be separated from employment or become a regular employee. The regular employee shall not be subject to the introductory period.

6.14.1 If a bargaining unit employee chooses to accept a temporary position, seniority will be retained if the employee returns to a bargaining unit position within one (1) year of making the change.

## ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 Discipline and Discharge. No full-time or part-time employee (other than an introductory employee) shall be disciplined or discharged except for just cause. “Just cause” shall be defined to include the concept of progressive discipline (such as verbal and/or written reprimands and/or the possibility of suspension without pay and/or final written warnings). The Employer reserves the right to initiate discipline at any level based on the severity of the offense. A copy of all written disciplinary actions shall be given to the employee. Upon request, employees shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. An employee may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

7.1.1 If the employee corrects the unacceptable performance/behavior identified in the disciplinary action and there is no further related disciplinary action for at least two (2) years, the Employer will not consider such record of discipline for the purpose of applying progressive discipline. A cover sheet shall be attached to such records of discipline not to be considered.

7.2 Parking. Parking shall be available for all bargaining unit employees in a designated free parking area at no cost to the employee.

7.3 Electronic Pay Stub. Electronic pay stubs shall reflect the number of hours worked in the pay period and in the year, rates of pay, accruals for PTO and PSL, and indicate the dates of the pay period the check is from. If an employee is unable to print a copy of their pay stub from the system, employees shall have access to paper copies of their payroll information upon verbal request.

7.4 Notice of Resignation. Full-time and part-time employees who have completed the introductory period shall be required to give at least fourteen (14) days’ written notice of resignation, to end on a scheduled work day if the schedule covering the resignation day is out, and on a day agreed upon with the employee’s manager if the schedule is not yet out. Failure to give notice, to work scheduled shifts during the notice period, or to work on the employee’s last scheduled day shall result in loss of accrued PTO. The Employer will give consideration to situations that would make such notice or work during the notice period by the employee impossible.

7.5 Notice of Termination. Full-time and part-time employees who have completed the required introductory period shall receive at least fourteen (14) days’ notice of termination or pay in lieu thereof including any accrued PTO, except in cases of discharge for just cause.

7.6 Performance Feedback. Employees shall receive documented feedback at the end of the employee's introductory period and at least annually thereafter. Feedback is for the purpose of documenting the employee's performance for the feedback period and generating discussion about employee's development wants, needs, and goals. Feedback may reference positive comments or documented discipline from the employee's file for the feedback period. Employees shall be provided the opportunity to read and respond to their feedback, including rebuttal or additional context for any feedback, and must sign each documented feedback; such signature will imply neither agreement nor disagreement with the feedback. Should the employee disagree with the feedback and provide a written response, such objection shall be retained with the feedback in the employee's file. If an employee is unable to print a copy of their feedback, the employee shall be given a copy of their feedback upon request. Feedback is not part of the corrective action process, and feedback meetings shall not be investigatory in nature. However, future corrective action may reference that an employee received notice about an issue as part of feedback.

7.7 Reassignment. It is not the intent of the Employer to provide regular or ongoing staffing for a unit through reassignment. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Cross-trained nurses and volunteers will be sought first when reassignment is necessary. The Employer will endeavor to give advance notice when the Nurse will be reassigned upon report to work. Nurses reassigned will receive orientation appropriate to the assignment; orientation may vary depending upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned. Written documentation of orientation and competencies shall be maintained.

7.7.1 Cross Trained RN. A nurse who is fully oriented, trained and qualified to perform clinical duties in a unit other than the nurse's regularly scheduled unit. For the purpose of this paragraph, the clinics are a single department. Individuals designated as cross trained RNs are able to perform work at a level of competency comparable to the receiving unit's regular staff. Nurses interested in being reassigned in other units as cross trained RNs must 1) submit a request to manager, 2) successfully complete all required clinical education and skills/competencies for the receiving unit(s), and 3) complete a full unit orientation. Cross trained RNs must be capable of taking a full patient assignment. To retain status as a cross trained RN, the nurse must periodically work in that receiving unit and maintain all required competencies/skills. Nurses who have qualified as cross trained RNs will receive a one dollar (\$1.00) per hour cross trained RN premium for hours worked on the receiving unit when reassigned from the unit in which they were scheduled to work.

7.7.2 Float RN. A nurse who has received a basic orientation to a unit in which the nurse is not regularly scheduled to work, and is capable of providing assistance to that unit's regularly scheduled staff by performing basic RN competency skills. While reassigned to a receiving unit, float RNs will be given an assignment appropriate to the float RN's skills and ability, and may (or may not) be assigned patients. Float RNs are expected to perform basic nursing functions but will not be required to perform tasks or procedures for which they are not qualified or trained to perform. It shall be the responsibility of a float RN to inform the Charge Nurse of any task or patient assignment for which such nurse feels inadequately prepared. A float nurse will not be assigned charge nurse responsibilities.

7.7.2.1 If a nurse is floated outside their home unit and a staffing need arises in their home unit, in the Employer's discretion after discussion with the applicable Charge RN, they may be returned to that unit before an additional nurse is floated into their home unit.

7.8 Travel. An employee who the Employer requires to accompany a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Hospital during such travel. The Employer will be responsible for providing and approving travel arrangements for the nurse to and from the Hospital.



7.9 Low Census. A low census period is a temporarily reduced need for employees. During this period, employees who have been scheduled to work will share a reduction in hours.

7.9.1 Low Census Benefits. Regular full-time or part-time employees sent home or asked not to come in for work because of low census will have low census hours deemed hours worked for benefits accrual purposes; provided, however, that no employee shall be credited with more than 2080 hours for purposes of benefit accrual during any one (1) calendar year.

7.9.2 Low Census Standby. An employee whose shift was reduced due to low census may be placed on low census standby for a minimum of four (4) hours.

7.9.3 Low Census Rotation. Subject to skill, competencies and ability, low census will be rotated and shared equitably among all bargaining unit employees, including Charge Nurses. Alternative solutions can be made to keep employees working during their low census rotation, such as cross-training, floating, or working on specified projects as determined by the Employer. Low census will be given as follows when skills, competencies and abilities are equal:

1. Employees working a shift paying at least one and one-half times the hourly rate of pay;
2. Volunteers;
3. Travelers (up to the amount of low census permitted under their contracts);
4. Per Diem Employees;
5. Employees with the fewest low census hours and who have not reached the maximum low census requirements set forth below.

After an employee has received 24 hours of low census in the month, the employee may request priority to work their scheduled shift over others on the unit with fewer low census hours, subject to any skill, competencies, and ability considerations.

7.10 Safety. The Medical Center will maintain a safe and healthful workplace in compliance with all federal, state and local laws applicable to the safety and health of its employees.

The employee should present safety issues that arise, as applicable, to the appropriate manager, the Safety Committee, or should fill out an appropriate report at the earliest opportunity.

7.11 Department Orientation. Employees shall receive an in-person department orientation, to potentially be supplemented with written or video-based materials, of sufficient duration and content to prepare them for their specific duties in the work site. Minimum orientation includes: 1) correct use and fitting of personal protective equipment; 2) geography of the work area; 3) location/use of supplies/equipment; 4) health care team contact information; 5) shift routines; 6) required documentation; 7) safety procedures; 8) unit/area-specific protocols; 9) and partnering with a more experienced nurse/healthcare worker/supervisor as a resource if necessary. The employee has the ability to indicate whether the orientation has been sufficient.

7.11.1 Employees who are not Hospital employees must be provided any required orientation by the appropriate department before performing functions in the area to which they have been assigned.

7.11.2 Current employees must be oriented to the tasks and procedures of the area to which they have been reassigned or transferred.

7.12 Meetings. All time spent in staff and other service and educational meetings required by the Employer shall be considered as time worked. Employees shall not be disciplined for missing meetings where coverage was not provided by the Employer. Employees not in attendance at staff meetings shall review and acknowledge the minutes prior to the following meeting.

7.13 Change of Employment Status. A change of employment status from full-time to part-time or vice versa will not alter an employee's anniversary date for purposes of benefit accrual level (unless the change makes the employee non-benefit eligible) or placement in the wage schedule.

7.14 Job Posting. The Hospital will post bargaining unit job openings on the Hospital's employment web site (intranet and internet) for vacant positions for at least seven (7) calendar days in advance of filling a position in order to afford current employees the first opportunity to apply. Job postings shall include FTE and shift (including variable shift). Seniority shall be the determining factor in filling such vacancy provided skill, ability, and competencies are considered equal in the opinion of the Employer. To be considered for a job opening, the employee must apply via the Employer's electronic system. Employees denied posted positions will be notified promptly.

## ARTICLE 8 – SENIORITY

8.1 Definition. Seniority shall be on a bargaining unit basis. Seniority is defined for full-time and part-time employees as the employee's continuous length of employment with the Employer from his/her most recent date of hire. Per diem employees shall accrue per diem seniority in relation to other per diems based on continuous length of employment with the Employer from his/her most recent date of hire. Per diem seniority shall apply only to layoff, recall, and status change to full-time/part-time among other per diems. Seniority benefits shall not apply to an employee until completion of the introductory period.

8.2 Loss of Seniority. Any of the following shall result in a loss of seniority:

- a) Resignation.
- b) Employment in non-bargaining unit position for more than twelve (12) months.
- c) Discharge.
- d) Retirement.
- e) Layoff of more than twelve (12) months.
- f) Failure to return in accordance with a leave of absence or recall from layoff.
- g) Illness or injury of more than twelve (12) months duration.
- h) Refusal to accept a comparable job opening, offered by the Employer while on layoff.
- i) No pay status of more than twelve (12) months.

8.3 Layoffs. In cases of anticipated layoffs, written notice of layoff will be given fourteen (14) days before such action is to become effective, except in cases of urgent circumstances. Notice of layoff need not be given to employees who are employed in an introductory status.

8.3.1 Layoffs in connection with the elimination of job classification(s) and/or reduction of the work force shall be governed by seniority subject to skill, competency, and ability as determined by the Employer. Where skill, competency and ability are considered substantially equal, in the judgment of the Employer, seniority shall prevail.

8.3.2 The following order of layoff shall be followed by the Hospital:

- a) Introductory employees,
- b) Per diem employees by reverse order of seniority in the per diem pool,
- c) Regularly scheduled employees by reverse order of seniority.

8.4 **Reinstatement Roster.** Upon layoff, employees will be placed on a reinstatement roster for a period of twelve (12) months from date of the commencement of the layoff. Such employees in layoff status shall retain seniority and accrued unused benefits as of the date of the commencement of the layoff.

8.5 **Recall.** When a vacancy is to be filled after a layoff, the order of reinstatement from the reinstatement roster will be in the reverse order of layoff, provided skill, competency and ability are considered substantially equal in the judgment of the Employer. The Employer will notify the employee of recall by mail with delivery confirmation. It is the employee's responsibility to keep the Employer informed as to current address and telephone number. Employees whose notice is returned as undeliverable to the Employer, or who do not respond to the Employer's notice within (5) business days of delivery confirmation, or who refuse recall to a position comparable to their pre-layoff position, or who are on the reinstatement roster for longer than twelve (12) months will be removed from the reinstatement roster and not eligible for recall. Upon reinstatement, the reinstated employee shall commence to accrue seniority and shall have previously accrued unused benefits and seniority as of the date of layoff restored. Any recall of employees out of seniority will be communicated to the Union.

8.6 **Qualifications and Ability.** The Employer shall be the judge of whether the qualifications and ability of the employees are equal; but this judgment shall be fairly and reasonably exercised. If a senior employee in a classification is not returned to work or has his/her hours reduced or is laid off due to qualifications/ability, and the Employer's judgment as to this employee's qualifications and ability is challenged through the grievance procedure, it shall be the obligation of the Employer to demonstrate and explain its rationale, including any criteria that were used to make the decision.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

9.1 **Grievance Defined.** A grievance is defined as any alleged breach of any express term of this Agreement. If any such grievance arises it shall be submitted to the procedure set forth below. It is the desire of the parties to this Agreement that issues be resolved informally with the employee's immediate supervisor wherever possible prior to the utilization of the grievance procedure.

9.2 **Time Limits.** In order to be a valid grievance, the grievance must be submitted, in writing, at the first applicable step within twenty-four (24) calendar days from when the employee or Union was aware or reasonably should have been aware that a grievance existed. All grievances not filed or advanced in accordance with these time limits are deemed waived by the aggrieved party. The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Union and the Employer and any extension shall be confirmed in writing by the parties. A grievance will automatically advance to the next step if the non-aggrieved party fails to respond within the timelines outlined in this article.

9.3 **Step 1 - Employee and Immediate Supervisor.** It is the desire of the parties to this Agreement that grievances be resolved informally wherever possible and at the first level of supervision. An employee should first discuss a problem with his/her immediate supervisor/department head. If the discussion does not resolve the issue and the employee believes a grievance exists, the employee or union representative shall put the grievance in writing, send it to Human Resources according to the time limit in 9.2, and discuss it with his/her immediate supervisor within fourteen (14) calendar days after submitting the grievance. The written grievance shall contain a description of the alleged problem, the date it occurred,

the provision in the Agreement allegedly violated, and the remedy the grievant is requesting. A response in writing will be given by the immediate supervisor/department head within fourteen (14) calendar days of the meeting.

9.4 Step 2 - Employee and Management Team Representative. If the matter cannot be resolved at Step 1, and it is the employee's desire to proceed further, the employee or Union shall identify the issues unresolved and submit the grievance to Human Resources within fourteen (14) calendar days of the decision in Step 1. A conference between the employee, a Bargaining Unit or Union Representative (if requested by the employee) and the Management Team Representative shall be held at a mutually agreeable time. The Management Team Representative will endeavor to resolve the grievance and shall respond in writing within fourteen (14) calendar days of meeting with the grievant.

9.5 Step 3 - Employee and CEO. If the employee or the Union is not satisfied with the reply in Step 2, the employee or Union may, within fourteen (14) calendar days of the Step 2 decision, refer any unresolved issue in writing to Human Resources. A conference between the employee, a Union Representative (if requested by the employee), and the CEO or designee shall then be held at a mutually agreeable time. The CEO or a designee will endeavor to resolve the grievance and shall respond in writing within fourteen (14) calendar days of the meeting with the grievant.

9.6 Step 4 - Mediation. Within fourteen (14) calendar days from the date of the Step 3 response, either the Employer or the employee/Union may request in writing to submit any unresolved grievance to mediation. Parties may mutually agree to opt out of mediation.

9.6.1 The mediation must occur within thirty (30) calendar days of the initial request for mediation unless an extension is agreed upon in writing or the selected mediator is unavailable during that time frame. The parties will attempt to mutually agree on a mediator available within that time frame, including mediators provided by the Public Employment Relations Commission. If the parties are unable to agree on a mediator, the parties will each submit three mediators for consideration. The parties shall alternate in striking a name from the list until one (1) name remains. A toss of the coin will choose who goes first. The person whose name remains shall be the mediator.

9.6.2 If the Medical Center selects a private mediator per the selection process in 9.6.1, rather than a PERC mediator, the Medical Center shall pay the mediator's fee.

9.7 Step 5 - Arbitration. If the grievance is not settled at Step 3 or Step 4, and if the subject of the grievance is termination of an employee, suspension with loss of pay, or a contract interpretation matter (other than just cause for level 1 or 2 discipline), then the Union may submit the grievance for arbitration within fourteen (14) calendar days following receipt of the Administrator's Step 3 decision or unsuccessful mediation. Within seven (7) calendar days of notification that the dispute is submitted for arbitration, the Hospital's and the Union's representatives shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of arbitrators from Washington and Oregon shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. In addition, the arbitrator shall have no authority to rule on any policies outside of this Agreement. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to attorneys' fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later unless mutually agreed otherwise.

## ARTICLE 10 – LEAVES OF ABSENCE

10.1 General Rules for all Leaves. All requests for leave of absence shall be in writing as far in advance as possible, stating the reasons for the leave and the amount of time requested. A written reply granting or denying the request shall be provided by the Hospital within fourteen (14) days.

10.2 Federal and State Leave Laws. Employees are covered by federal and state leave laws, as amended, which include but are not limited to the following:

- Family Medical Leave Act (FMLA)
- Military Family Related FMLA Leave
- USSERRA – Military Leave Provision
- Washington Family Care Act
- Washington Leave for Victims of Domestic Violence, Sexual Assault & Stalking
- Washington Leave for Spouses of Deployed Military Personnel
- Washington Pregnancy Disability Leave
- Washington Paid Family and Medical Leave
- Washington Paid Sick Leave

10.3 Jury Duty. A regular full-time or part-time employee who is required to serve on jury duty on a regularly scheduled work day, or who is subpoenaed to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at the employee's base rate of pay and certification pay, provided the employee notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to adjust the schedule. If an employee is sent home from jury duty with four or more hours of their scheduled shift remaining, the employee is expected to contact their supervisor to determine if they need to return to work. Employees who work evening or night shift shall not be required to report to work unless they are excused from jury duty for that day. Time missed due to jury duty shall not affect benefit status.

10.4 Bereavement Leave. For regular full- or part-time employees leave with pay for three (3) shifts (up to thirty-six (36) hours) may be allowed for death in the immediate family. Such leave must normally be taken within a seven (7) calendar day period, and within one (1) month of the immediate family member's death (exceptions may be made on a case-by-case basis). Immediate family shall be defined as grandparent, grandchild, spouse, parent, child, sibling, stepparent, stepchild, step-grandparents, parent-in-law, brother/sister-in-law, significant other, parent or person in loco parentis (other person who raised employee as a parent would), child or person who was raised as the employee's child, as well as significant others living in the same household with the employee.

10.5 Educational Leave. Nurses with 0.9 FTE and above may request up to twenty-four (24) hours of educational leave with pay per year, in addition to education mandated by the Employer. Available hours will be pro-rated for part-time nurses based on FTE (from 0.9). Such leave shall be subject to budgetary considerations, scheduling requirements of the Employer and approval by the Employer of the subject matter to be studied.

10.5.1 If the Employer requires an employee to attend an outside workshop or institute, the employee's base wages plus certification pay (if applicable), tuition, and reasonable expenses approved in advance shall be paid by the Employer. This section shall not apply to courses or training necessary to obtain or maintain certifications or licenses required of the employee to meet job qualifications.

10.6 Special/Personal/Union Leave. After completion of the introductory period, an unpaid leave of absence may be granted for reasons other than those listed above, including union leave. Special/Personal/Union leave shall be approved or denied at the sole discretion of the Employer. Seniority will be "frozen" for an employee on Special/Personal/Union leave. The Employer may release the employee for a period of time (at the sole discretion of the Employer) where the employee is entitled to return to their former position. Unless pursuant to the prior sentence, upon return from a leave of absence of less than twelve (12) months, the employee shall be given the first available opening for which the employee applies and has the required qualifications, skill and ability.

10.7 Leave With Pay. Leave with pay shall not alter an employee's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer.

10.8 Leave Without Pay.

10.8.1 Leave without pay for a period of twelve (12) weeks or less shall not alter an employee's anniversary date of employment.

10.8.2 Leave without pay for a period in excess of twelve (12) weeks will result in the employee's anniversary date of employment being adjusted to reflect the period of leave.

10.8.3 Unless otherwise required by law, health insurance benefits shall continue until the end of the month when the employee last worked. Employees are responsible for paying their premium contributions. Unless otherwise required by law, after the end of the month when the employee last worked employees will be eligible to continue health insurance benefits through COBRA.

10.9 Failure to Return. Failure to return from a leave of absence as agreed, without prior written approval extending the leave of absence, shall be considered an automatic resignation.

## **ARTICLE 11 – COMMITTEES**

11.1 Labor Management Committee. In a mutual desire to increase collaborative engagement in a shared governance model, a Labor Management Committee consisting of up to five (5) employees selected annually by the Union, agreed upon ad hoc committee members as needed, and up to five (5) members of management, one of whom will be the Human Resources Manager/designee shall meet at mutually agreeable times, but at least quarterly except by mutual agreement. Employees are responsible to arrange their schedule so that they are off duty for these meetings, and cannot result in another employee incurring a premium rate of 1.5x or more. A Union representative may attend. The purpose of the committee is to consider areas of mutual concern. This Committee shall be advisory only. There will be Co-Chairs; one from management and one from the Union and the agenda will be jointly developed by the Co-Chairs prior to and for that particular meeting. If there is no mutually-agreed item on the agenda for a meeting, that meeting will be cancelled. Minutes will be jointly taken and reported. Any agreed action items requiring response on either side will receive a written update from the Co-Chairs no later than thirty (30) days from the meeting date. The Labor Management Committee will meet within sixty (60) days of ratification of this Agreement.

11.2 Safety Committee. This bargaining unit shall be provided representation on the Employer's Safety Committee equal in number to management representatives, pursuant to applicable laws. The Union will be responsible for appointing the bargaining unit employee members of the Hospital Safety Committee. Safety Committee minutes shall be posted on SPMC intranet.

11.3 Nurse Staffing Committee. A Nurse Staffing Committee (NSC) will be established and maintained in accordance with RCW 70.41, et seq. The purpose of this Committee is to: protect patients, support greater retention of registered nurses, and promote evidence-based nurse staffing by establishing a mechanism whereby direct care nurses and hospital management can participate. Any changes in acuity systems in any unit will be discussed with the Staffing Committee prior to implementation of changes.

11.3.1 Membership. The Nurse Staffing Committee will be made up of one-half registered staff nurses in the bargaining unit and one-half hospital administration. The selection of NSC staff registered nurses in the bargaining unit, including designated alternatives, shall be determined by the Union. Nurses shall not be subject to retaliation for making a report or complaint to the NSC.

11.3.2 Frequency. Committees shall schedule regular quarterly meetings at mutually agreeable times. More frequent meetings may be scheduled as determined by the Committee.

11.3.3 Agenda and Minutes. Committees shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Chief Nurse or designee and distributed to each nursing unit and the Union Representative. The hospital will provide the Union with a Staffing Committee Charter annually on January 1.

11.3.4 Staffing Concerns. A staff nurse questioning the level of staffing on her/his unit shall communicate this concern as soon as practical to the Charge RN on shift, who will assess options and seek to remedy the situation, including by involving the immediate supervisor on duty. If the staff nurse is dissatisfied with the decision, the nurse can submit a Nurse Staffing Concern Form (Appendix B) to the Nurse Staffing Committee to document the situation within twenty-four (24) hours of notice to the nurse of the decision. The Nurse Staffing Concern Form will be readily available. Nurses who raise assignment concerns should be free from discrimination and retaliation.

11.4 Compensation. Members of the Nurse Staffing/Safety/Labor Management Committees shall be compensated for attendance at committee meetings at their base rate of pay plus applicable certification pay and shift differentials for the day/time when the meetings are held. Except for the Labor Management Committee, committee/council members will be relieved of work duties, provided patient care and schedule allows, with advance notice to their manager.

## **ARTICLE 12 – HOURS OF WORK AND OVERTIME**

12.1 Workday. The normal workday shall be eight (8), ten (10), or twelve (12) hours' work to be completed within eight and one-half (8 1/2), ten and one-half (10 1/2), or twelve and one-half (12 1/2) consecutive hours, respectively. Each workday shall include one half-hour unpaid meal period, unless the employee voluntarily waives such period with Employer agreement, in which case the meal period shall be paid.

12.2 Work Period. The normal work period shall consist of forty (40) hours in a regularly recurring seven (7) day period. The work week shall run Monday (00:01) – Sunday (24:00).

12.3 Work Schedules. Schedules cover an entire month plus the end of the week in which the month ends. Human Resources will annually publish a calendar showing the dates for schedules for the calendar year. Schedules will be posted by the 10<sup>th</sup> of the month prior to the beginning of that schedule. No changes may be made to a posted schedule without mutual consent except in the event of an emergency. Request for time off must be submitted by the 5<sup>th</sup> of the month prior to the beginning of that schedule, and may not include dates when the requesting employee is on the posted schedule.

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

12.5 Overtime. The Employer and the Union agree that overtime should be discouraged, and except for emergency situations or situations outside the employee's control, overtime shall only be worked by mutual consent.

12.5.1 Contractual Overtime. All work more than twenty minutes in excess of the normal workday shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay plus applicable differentials and certifications. Overtime shall be considered in effect if the employee works twenty (20) minutes or more beyond the end of the scheduled shift. When a twelve hour shift employee works two and one-half (2.5) or more consecutive hours of overtime beyond the basic work day, the remaining hours will be paid at two times (2x) the base rate of pay plus applicable differentials and certifications. For employees working other length shifts of at least eight hours, if an employee works four (4) or more consecutive hours of overtime beyond the basic work day, the employee will receive double time (2x) the base rate for the remaining hours. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Per Diem employees are eligible for overtime for all hours worked in excess of their scheduled shift, per above.

12.5.2 Statutory Overtime. All work in excess of the work week period shall be compensated at the rate of one and one-half times (1 1/2) the employee's regular rate of pay. The Employer may not arbitrarily change an employee's work schedule for the purpose of avoiding overtime. Statutory overtime must be paid when incurred and may not be waived by the employee or the Employer.

12.5.3 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 ½) or double time (2x) during a single shift. When an employee is eligible for both time and one-half (1 ½) and double time (2x) pay, the employee shall only receive the higher of the two pay rates.

12.6 Meal Period. The normal workday shall include a single thirty (30) minute meal period (unless twelve hour shift employees work one or more hours beyond their scheduled shift, and request an additional meal period) on the employee's own time while relieved of duties during this period. Employees who are unable to take a meal period will be paid at the appropriate rate (e.g., base rate or overtime) for their meal period. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092), this Agreement, or as agreed by individual employees and the Employer. If the meal period is interrupted, the entire meal period shall be considered time worked. The parties agree that providing meal and rest breaks is the Hospital's responsibility and taking meal and rest breaks when scheduled or asked to



do so is the employee's responsibility. Employees must record any missed meal/rest periods in the Hospital's designated timekeeping records/system, and there shall be no retaliation therefor. Holding employees accountable for time management shall not be construed "retaliation" under the above sentence.

12.7 **Rest Period.** All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during a shift of eight (8) hours or more, and a third paid rest period of fifteen (15) minutes during a twelve (12) hour shift. Missed rest periods shall be paid at the appropriate rate (e.g., base rate or overtime). The parties agree that providing meal and rest breaks is the Hospital's responsibility and taking meal and rest breaks when scheduled or asked to do so is the employee's responsibility. Employees must record any missed meal/rest periods in the Hospital's designated timekeeping records/system, and there shall be no retaliation therefor. Holding employees accountable for time management shall not be construed "retaliation" under the above sentence.

12.8 **Weekends.** The Employer will make a good faith effort to schedule all full-time and part-time employees two (2) weekends off out of each four (4) consecutive weekends. If staffing allows, preference will be given to scheduling every other weekend off. In the event a full-time or part-time employee is required to work or be on call three (3) consecutive weekends, all time worked on the weekend that would have been the regularly scheduled weekend off will be paid at one and one-half times (1.5x) their base rate of pay plus applicable differentials and certifications. This section shall not apply to per diem employees, to full time or part time employees who voluntarily agree to more frequent weekend work, or to employees who trade weekends for their own convenience. The weekend shall be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday 1800 through Monday 0600.

12.9 **Contact During Scheduled Days Off.** If an employee is contacted (via phone call or text message) by their manager or designee on a scheduled day off concerning substantive work-related (i.e., not scheduling or availability) business the employee shall be paid at their base rate of pay plus applicable differentials and certification for a minimum of fifteen (15) minutes. All time in excess of fifteen (15) minutes shall be paid in fifteen (15) minute increments at the employee's base rate of pay plus applicable differentials and certification. An employee who receives multiple calls or texts within the same 15 minutes will not receive additional minimum guarantee(s). The employee shall be responsible for documenting contact during the scheduled day off via the online timecard change form, in accordance with timekeeping procedures.

12.10 **Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with an unbroken rest period of ten (10) hours between shifts unless the employee requests in writing to work less than ten (10) hours between shifts. In the event the employee is required to work within this ten (10) hour period they shall be paid at one and one-half times (1.5x) the base rate of pay plus applicable differentials and certification for the portion of the rest period that was missed.

12.11 **Split Shifts.** No employee shall be scheduled or required to work split shifts unless by mutual agreement between the Employer and employee. The period between shift segments shall be no longer than four (4) hours. The Employer will provide the Union notice of any split shift agreements.

### **ARTICLE 13 – PREMIUM PAY (RN)**

13.1 **Shift Differential.** Nurses working during the night shift (1800-0600) shall be paid a shift differential of three dollars and seventy-five cents (\$3.75) per hour over the base rate of pay for such hours worked.

13.2 On Call. On call pay shall be paid at the rate of three dollars and fifty cents (\$3.50) per hour, except for on holidays listed in Section 15.1, when it shall be paid at the rate of three dollars and seventy-five cents (\$3.75) per hour.

13.3 Callback. Callback shall be defined as time worked when an employee is called in during an “on-call shift”. Any time spent in callback time shall be compensated at the rate of time and one-half (1 ½) the base rate of pay plus applicable differentials for the hours worked and certification for a minimum of three (3) hours. To receive callback pay, called back nurses must confirm and report within sixty (60) minutes unless otherwise agreed with their supervisor for that on-call shift. If an employee is called back more than once during the three (3) hour minimum guarantee, there will be no additional three (3) hour minimum guarantee for such callback, but the employee shall be paid at the rate of time and one-half (1 ½) the base rate of pay for hours worked after called back.

13.4 Call In. Call in shall be defined as time worked by a regular full-time or part-time employee outside of regularly scheduled shifts when not “on call”. For call-in for a shift that becomes open within 24 hours of the call-in, employees will be paid at time and one-half (1 ½) for all hours worked (excluding hours associated with the employee’s regular scheduled shift), with a minimum of three (3) hour’s pay, as long as the employee works the rest of their scheduled shift that week. If an employee is called in more than once during the three (3) hour minimum guarantee, there will be no additional three (3) hour minimum guarantee for such call in.

13.5 Weekend Premium. Any employee who works on a weekend shall receive three dollars and seventy-five cents (\$3.75) per hour for each hour worked on the weekend in addition to the employee’s base rate of pay plus applicable differentials and certification. The weekend shall be defined as all hours between 18:00 Friday and 06:00 Monday.

13.6 Charge Duty. Any nurse who is assigned “charge” duties shall be paid a premium rate of three dollars and twenty-five cents (\$3.25) per hour over the base rate of pay for all hours when assigned such duties. Nurses assigned Charge responsibilities will have those additional responsibilities considered in direct patient care.

13.7 Report Pay. Employees who report for work as scheduled will be offered a minimum of four (4) hours of work at the base rate of pay plus applicable differentials and certification before they are released from duty due to low census, etc. This provision shall also apply if the employee is not notified at least one (1) hour before the beginning of the shift not to report to work. Employees are responsible for maintaining current telephone numbers with the Employer, and for notifying the Employer if they cannot receive text messages. Should the Employer make a bona fide attempt to notify the employee of a cancellation of shift and be unsuccessful in doing so, this provision shall not apply.

13.8 Preceptor Pay. Any nurse who is assigned as a preceptor shall be paid a premium of one dollar (\$1.00) an hour over the employee’s base rate of pay while performing preceptor duties. See Section 6.7 for a definition of preceptor.

13.9 Certification Premium. Nurses certified in a specialty area by a national organization and working in that area of certification, as long as the certification is not required for their position, shall be paid a premium of \$1.00 per hour for up to one (1) certification, provided the particular certification has been approved by the Chief Nursing Officer, and provided further that the nurse continues to meet all education and other requirements to keep the certification current and in good standing. If a nurse transfers out of the area for which the nurse is certified, the nurse will not be paid the differential until such time as the nurse transfers back into the area for which the nurse is certified. A certified nurse who does not maintain the certification will not be paid the differential as of the date the certification expires.

13.10 BSN Premium. All nurses who present evidence of a baccalaureate degree in nursing (BSN) from an accredited college/university, as long as the degree is not required by the position, will receive a premium of one dollar (\$1.00) per hour. The Employer agrees to bargain any decision to require BSNs for nurses not currently required to hold BSNs unless such requirement is required by law or regulation; in that event, the Employer agrees to bargain the effects.

#### **ARTICLE 14 – COMPENSATION**

14.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the base rate schedule found in Appendix A. Year 1 increases effective second pay period after ratification by both parties.

14.2 Longevity Increase. Longevity increases for full, part time, or per diem employees shall be effective the first regular payday after the later of their anniversary date from the last longevity increase or 1248 hours worked since their last longevity increase.

14.3 Recognition for Past Experience. Nurses hired during the term of this Agreement shall be given full credit for recent relevant acute care hospital nursing experience, and partial credit for other recent relevant nursing experience, when placed on the wage scale. When giving “full credit” if the sum of all years of recent relevant experience includes X years and Y months, only the years will be credited and the months will be dropped. Recent relevant experience shall be defined as verifiable clinical nursing experience as a registered nurse in setting that the Employer determines are relevant to its hospital’s operations, without a break in experience as a registered nurse which in the opinion of the Employer would reduce the level of nursing skills. Such determinations shall not be arbitrary or capricious. If requested by the employee, the Employer will explain how credited experience was determined. Past experience needs to be claimed on the employment application.

14.3.1 If a new employee is hired into a wage rate which is greater than the wage rate of any current employee with the same or greater credited experience in the position, any current employee in that position with the same or greater years of experience paid at a lower pay step will be brought up to the new employees’ pay step (longevity step). The Employer will notify the Union when this article is triggered.

14.4 Per Diem Premium. Per diem employees shall be paid a ten percent (10%) wage differential above the base rate of pay. Per diem employees are not eligible for any fringe benefits except for PSL-designated PTO, shift differential, on-call pay, call back pay, holiday pay, charge pay, certification pay, and longevity increases.

14.5 Unilateral Increase. Nothing in this Agreement prohibits the Employer, at its sole discretion, from increasing wages for all employees in a position. The Employer shall provide the union 30 days’ notice before exercising this provision.

#### **ARTICLE 15 – HOLIDAYS**

15.1 The Employer observes the following holidays:

New Year’s Day  
President’s Day  
Memorial Day  
Independence Day

Labor Day  
 Thanksgiving Day  
 Christmas Day

Except for Christmas and New Year's Day, holidays begin at 12:00am and end at 11:59pm on the day of the legal holiday. The New Year's Day and Christmas Day holidays shall be observed from 12/31 1800 through 1/1 1800 and 12/24 from 1800 through 12/25 1800, respectively. If a holiday occurs on a day when the employee's work area is closed, then the employee may request to adjust their schedule for that week to reduce or eliminate the need to use PTO, to work on special projects in their work area on the holiday, or to be floated to a work area that is open on the holiday. The employee shall do so in writing to their manager/supervisor by the fifth of the month prior to the month that includes the holiday the employee wishes to work. The Employer will make a good faith effort to grant such requests.

If a request to work on a holiday is granted, the employee will not receive pay for work on a holiday pursuant to Section 15.2; instead, they will be paid at their base rate plus shift differential and certification if applicable.

15.1.1 The New Year's Day and Christmas Day holidays shall be paid at twice (2x) the base rate of pay plus applicable differentials and certifications.

15.2 Work on a Holiday. Employees required to work on a holiday shall be paid one and a half times (1.5x) their base rate of pay for the observed holiday hours listed in Section 15.1.

15.3 The Employer will endeavor to distribute holiday work on an equitable basis.

**ARTICLE 16 – PTO**

16.1 Accrual. Benefit-eligible employees shall accrue PTO based upon eligible hours each pay period, in accordance with the Accrual Tables below. Eligible hours include time at base rate and overtime hours worked, low census hours, and PTO hours used. PTO does not accrue on on-call hours. PTO accrual rates increase on the pay period following the employee's benefit eligibility anniversary date.

**PTO Accrual Table: Staff RN (ED & Acute Care)**

Years of Service	Type	Accrual Rate per Hour	Hours Accrued for 72-hour pay period	Annual Maximum Accrual	PSL Hours Annual Carryover	PTO Bank Maximum Accrual Balance
Less than 5	PTO	0.1112	8.0064	208		312
	WA PSL	0.025	2	52	40	
	PTO + PSL		10.0064	260		
5-9	PTO	0.1304	9.3888	244		366
	WA PSL	0.025	2	52	40	
	PTO + PSL		11.3888	296		

10-15	PTO	0.1496	10.7712	280		420
	WA PSL	0.025	2	52	40	
	PTO + PSL		12.7712	332		
16+	PTO	0.1688	12.1536	316		474
	WA PSL	0.025	2	52	40	
	PTO + PSL		14.1536	368		

**PTO Accrual Table: Clinic RNs**

Years of Service	Type	Accrual Rate per Hour	Hours Accrued for 80-hour Pay Period	Annual Maximum Accrual	PSL Hours Annual Carryover	PTO Bank Maximum Accrual Balance
Less than 5	PTO	0.06725	5.38	140		288
	WA PSL	0.025	2	52	40	
	PTO + PSL		7.38	192		
5-9	PTO	0.0865	6.92	180		348
	WA PSL	0.025	2	52	40	
	PTO + PSL		8.92	232		
10+	PTO	0.10575	8.46	220		408
	WA PSL	0.025	2	52	40	
	PTO + PSL		10.46	272		

16.1.1 PTO Designated for PSL. For each PTO hour accrued, a quarter of the hour will be banked to ensure availability of PTO for the purposes of the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq. (“PSL Law”), and designated for use as described below in Section 16.7. These hours are part of the PTO bank, but are specifically referred to as “PSL-designated PTO.”

16.2 Maximum Accrual/Carryover. PTO accrues up to the maximum accrual balance listed in Section 16.1 (except for PSL hours, which are not capped). An employee may carry over up to 40 hours of PSL-designated PTO from year to year. For benefit-eligible employees, the excess PSL-designated PTO above 40 hours at the end of the year will be rolled over to regular PTO, up to the maximum accrual balance listed in Section 16.1.

16.3 PTO Pay. Employees shall be paid for PTO used at their base rate of pay plus applicable differentials and certification.

16.3.1 PTO Pay Upon Separation. Pursuant to employee notice in 7.4 accrued, unused PTO shall be cashed out at the employee’s base rate of pay. PTO may not be used to extend an employee’s employment date past the last day actually worked.

16.4 Scheduling. Except for requests for time off for PSL purposes (see Section 16.7), requests for time off shall be submitted at least by the 5<sup>th</sup> of the month prior to the month when the requested time off would

occur. PTO requests may be made up to six (6) months in advance of the requested time off, except for special circumstances (e.g., wedding) approved by the Employer. The Employer will consider requests on a monthly basis, after the fifth (5<sup>th</sup>) of each month. Requests for PTO occurring in the month after the request shall be responded to by the tenth (10<sup>th</sup>) of the same month. Requests for PTO occurring beyond the month after the request shall be responded to no later than the 10<sup>th</sup> of the month after the request was made. Seniority shall be the determining factor for competing requests submitted during the same monthly period. Otherwise, scheduling of time off is on a first come, first served basis. Employees will be denied requests for PTO if their projected PTO balance at the time of the requested time off would not contain sufficient accruals to cover the requested time off. If an employee is short of accrued PTO at the time of a pre-approved leave due to use of PTO for an emergency between the date of the approval of the leave request and the date of the pre-approved leave, he/she may submit a request for an exception to his/her Director.

16.5 Use of PTO. After 90 days of employment, employees may use PTO for eligible scheduled and unscheduled absences. Except in the event of an SPMC-requested absence due to low census, approved Leave Without Pay, or as required by law, employees must use PTO for any absences up to the employee's assigned FTE. PTO may not be taken in excess of the employee's assigned FTE. Employees may accrue an occurrence if they do not have adequate PTO to cover all hours of an absence or for unplanned PTO for absences (even if they have enough PTO to cover the absence). Corrective action will be applied in accordance with the Employer's Policy. Attendance policies will be distributed electronically upon ratification and when any changes are made; staff will acknowledge that they are in receipt of the policy. PTO hours used are not considered hours worked for purposes of overtime calculations. PTO may be used in 15-minute (quarter hour or 0.25) increments. PTO may be used to supplement workers' compensation time loss payments, not to exceed 100% of the maximum allowable time loss benefit, or WAPFML.

16.6 PTO Cash Out Option. Paid time off is not intended to provide additional compensation while employees are still at work; however, employees may request to cash out PTO on a limited and restrictive basis in accordance with IRS guidelines and Employer policy.

16.7 PTO Designated for Paid Sick Leave. Any accrued PSL-designated PTO may be used for any work time missed due to health-related reasons discussed in Article 16.7.1. If PSL-designated PTO is not available, then any accrued PTO shall be used for health-related missed work hours.

16.7.1 Usage. PSL-designated PTO may be taken for the following purposes, and may be used for other purposes, including vacation, holidays, and other leaves of absence:

- (i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- (ii) To allow the employee to provide care for a family member (as defined in RCW 49.46.210) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- (iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and
- (iv) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Use of PSL-designated PTO for these reasons will not count as an absence from work or an occurrence under the attendance policy.

While using PSL-designated PTO for the reasons listed above, employees will receive their base rate of pay plus shift differential and certification. Use of PSL-designated PTO is not considered hours worked for purposes of calculating overtime.

16.7.2 Notice. If the need for use of PSL-designated PTO is foreseeable, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of such PTO.

If the need for PSL-designated PTO is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee must provide notice to the employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so. If it is not practicable for the employee to provide notice, the employee's designee may do so.

If the need for PSL-designated PTO is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee or his or her designee must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.

16.7.3 Certification and Verification. In general, medical certification will be required for all medical leave taken under our Family and Medical Leave article, even when PSL-designated PTO is used. Medical certification will also be required as necessary and allowed under applicable law to administer workers' compensation.

In circumstances that do not qualify as leave under the Family and Medical Leave article or workers' compensation, employees will generally be asked to verify their use of PSL-designated PTO after they have been absent for more than three consecutive scheduled work days. Requested verification may include documentation from the employee's doctor or other healthcare provider.

If an employee believes that a request for verification would pose an unreasonable burden or expense, the employee may inform the Employer's Benefits Manager, attest that the employee's use of paid sick time was for a reason allowed under this article, and explain how the requested verification would create an unreasonable burden or expense.

## **ARTICLE 17 – BENEFITS**

17.1 Health Tests. All employees will participate in Employer's health screening and vaccination programs per the Employer's policy.

17.2 Industrial Insurance. Employees shall be covered by a plan of industrial insurance, either the State Worker's Compensation or a substantially equivalent plan.

17.3 Health Insurance. The Employer will offer a group medical, dental, and vision insurance plan for all employees working at least thirty (30) hours per week.

17.4 Health Benefit Changes. The current level of health benefits shall not be unilaterally materially reduced by the Employer during the term of this Agreement without first notifying the Union thirty (30) days in advance regarding any proposed material changes in the Employer's group health plans.

17.5 **Retirement.** Bargaining unit employees shall be eligible to participate in the same retirement plan as is provided by the Employer to all other Hospital employees. Retirement benefits, contribution rates and eligibility requirement for participation will be defined by the Employer's plan, as approved by the Hospital's Board of Commissioners. If the Employer exercises its discretion not to provide a retirement contribution or to provide a lower retirement contribution, it will first notify the Union thirty (30) days in advance regarding proposed changes. Employees meeting eligibility requirements may choose to contribute up to one hundred percent (100%) of their pay each pay period to the maximum dollar amount allowed by the IRS for each calendar year of the Agreement.

17.6 **Other Benefits from Washington Law.** The Employer will implement the Washington Paid Family and Medical Leave program and the Washington Long-Term Trust Care Act for UFCW-represented employees in the same manner as the Employer implements the program for non-UFCW represented employees unless otherwise required by the law(s).

### **ARTICLE 18 – NO STRIKE/LOCKOUT**

The parties to this Agreement recognize that the Employer provides special and essential services to the community and that for this and other humanitarian reasons, and the requirements of State law, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is therefore agreed that the Employer shall not engage in any lockout during the term of this Agreement. It is further agreed that during the term of this Agreement there shall be no strikes of any kind, including any sympathy strikes, work stoppages, walkouts, slowdowns, picketing, handbilling, boycotts or any other activity that interrupts or impedes work, or the delivery of patients, goods or services to the Employer. No employee bargaining unit representatives or employees of the Union shall authorize, instigate, aid or condone any such activity. In the event of any such activity referred to above, the Union and its bargaining unit representatives and agents shall do everything within their power to end or avert the same. The employer shall have all rights under the law and this Agreement regarding any employee participating in a prohibited picketing, handbilling, strike, slowdown, boycott, or work stoppage, including the refusal to cross a picket line posted by any other labor organization or any other party.

### **ARTICLE 19 – SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws. If any provisions of this Agreement are in contravention of state or federal laws or judicial decisions, such provisions shall be superseded by the appropriate provision of such law or regulation, or judicial decision, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect. If any provision is held invalid, the Employer and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of attempting to arrive at a mutually satisfactory replacement for such provision.

### **ARTICLE 20 – DURATION**

20.1 **Term of Agreement.** This Agreement will remain in duration for three years from date of ratification. Either party desiring to change or terminate any part of this Agreement at its expiration must notify the other party in writing no more than one-hundred twenty (120) days and no less than ninety (90) days before its expiration. The parties agree to schedule the first bargaining session at least 90 days before termination of the Agreement unless mutually agreed otherwise.

20.2 **Conditional Reopener.** If by change in law or rule or regulation the Employer will not retain its critical access status through the term of this Agreement and/or if there is any combination of a rate reduction between Medicare and Medicaid exceeding 4.99% and/or a change from the current



reimbursement model, the Hospital may, by written notice to the Union, reopen this Agreement. The Parties agree to meet within 30 days of the Notice of Reopener.

20.3 Healthcare Reform. If federal and/or state healthcare reform legislation or other governmental regulation of health care imposes obligations on employers with respect to providing medical insurance coverage, the Employer or the Union may, at its option, give written notice to the other party of its desire to reopen and renegotiate any provisions in their Agreement related to providing, waiving (e.g., "in lieu of"), or receiving medical insurance, including but not limited to Article 17 of the Agreement.

SUMMIT PACIFIC MEDICAL CENTER

UFCW, LOCAL 21



Josh Martin, Chief Executive Officer



Mia Contreras, Executive Vice President

Date: 8/19/21

Date: August 12, 2021



Lauri Bolton, Chief Experience Officer



Regan McBride, Negotiator

Date: 8.16.2021

Date: August 12, 2021

**APPENDIX B**

**Nurse Staffing Concern Form**

**Employee Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

This assignment has compromised my ability to provide quality care because of the following:  
(check all that apply)

Our unit is not staffed according to its staffing plan. How many RNs on shift: \_\_\_\_\_

Sick-calls

Unfilled shift

Other (Please describe): \_\_\_\_\_

Our staffing plan and/or staffing is inadequate. Please select any of the following:

Census is higher than planned.

Patient acuity is higher than planned.

Unit activities (e.g., discharges, admissions, transfers) are different than planned.

Need for specialized equipment.

Staff support is different than planned.

Inappropriate assignment for skill level of co-worker.

Other (please describe): \_\_\_\_\_

Missed Breaks:  Rest Break 1  Rest Break 2  Rest Break 3  Meal Break

Was a rest break offered to you  Yes  No

Was a meal break offered to you  Yes  No

Did you notify Charge RN that you missed your rest or meal break  Yes  No

Other (please describe): \_\_\_\_\_

**Please provide details about your shift**

Date: \_\_\_\_\_ Unit: \_\_\_\_\_ Shift: \_\_\_\_\_ Census: \_\_\_\_\_

Number of Staff: RN \_\_\_\_\_ CAN/Tech \_\_\_\_\_ HUC \_\_\_\_\_

How many patients were you assigned: \_\_\_\_\_

Other: \_\_\_\_\_

**Who did you notify about the issue?**

Charge RN     Supervisor     Manager     Administrator on Call     Other: \_\_\_\_\_

Name of person notified: \_\_\_\_\_

*As a patient advocate, in accordance with Washington Nurse Practice Act, this is to confirm that I notified you that, in my professional judgment, today's assignment is unsafe and places our patients at risk. I will, under protest, attempt to carry out the assignment to the best of my ability.*

**Effective 7/19/2021**

Job Title	Contract	1 (Base)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Resident Nurse	Staff RN	\$ 34.07																														
Staff RN-Hospital Services*	Staff RN	\$ 35.78	\$ 36.86	\$ 37.97	\$ 39.11	\$ 40.27	\$ 41.48	\$ 42.73	\$ 44.01	\$ 45.33	\$ 46.69	\$ 48.09	\$ 49.06	\$50.04	\$ 51.03	\$ 52.05	\$ 53.11	\$ 54.15	\$ 55.25	\$ 56.34	\$ 57.47	\$ 58.62	\$ 59.20	\$ 59.81	\$ 60.39	\$ 61.00	\$ 61.62	\$ 61.93	\$ 62.17	\$ 62.36	\$ 62.48	\$ 62.53
RN, Clinic (UCC, MAT)	Clinic RN	\$ 33.24	\$ 33.77	\$ 34.31	\$ 34.86	\$ 35.41	\$ 35.98	\$ 36.56	\$ 37.14	\$ 37.74	\$ 38.34	\$ 38.95	\$ 39.58	\$40.21	\$ 40.85	\$41.51	\$ 42.17	\$ 42.85	\$ 43.53	\$ 44.23	\$ 44.94	\$ 45.65	\$ 46.38									
Resource RN, Clinic	Clinic RN	\$ 35.23	\$ 35.79	\$ 36.37	\$ 36.95	\$ 37.54	\$ 38.14	\$ 38.75	\$ 39.37	\$ 40.00	\$ 40.64	\$ 41.29	\$ 41.95	\$42.62	\$ 43.30	\$44.00	\$ 44.70	\$ 45.42	\$ 46.14	\$ 46.88	\$ 47.63	\$ 48.39	\$ 49.17									
RN, Clinic Lead (UCC, MAT)	Clinic RN	\$ 35.23	\$ 35.79	\$ 36.37	\$ 36.95	\$ 37.54	\$ 38.14	\$ 38.75	\$ 39.37	\$ 40.00	\$ 40.64	\$ 41.29	\$ 41.95	\$42.62	\$ 43.30	\$44.00	\$ 44.70	\$ 45.42	\$ 46.14	\$ 46.88	\$ 47.63	\$ 48.39	\$ 49.17									
RN, Care Coordinator	Clinic RN	\$ 41.96	\$ 42.63	\$ 43.31	\$ 44.01	\$ 44.71	\$ 45.43	\$ 46.15	\$ 46.89	\$ 47.64	\$ 48.40	\$ 49.18	\$ 49.96	\$50.76	\$ 51.58	\$52.40	\$ 53.24	\$ 54.09	\$ 54.96	\$ 55.84	\$ 56.73	\$ 57.64	\$ 58.56									

\*ED, Acute Care, Procedures, OP Infusion

Effective: 7/18/2022

Job Title	Contract	Step																															
		1 (Base)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Resident Nurse	Staff RN	\$ 34.75																															
Staff RN-Hospital Services*	Staff RN	\$ 36.49	\$ 37.60	\$ 38.73	\$ 39.89	\$ 41.08	\$ 42.30	\$ 43.59	\$ 44.89	\$ 46.24	\$ 47.63	\$ 49.05	\$ 50.04	\$51.05	\$ 52.06	\$ 53.09	\$ 54.17	\$ 55.24	\$ 56.35	\$ 57.46	\$ 58.62	\$ 59.79	\$ 60.38	\$ 61.01	\$ 61.61	\$ 62.23	\$ 62.85	\$ 63.16	\$ 63.42	\$ 63.60	\$ 63.72	\$ 63.78	
RN, Clinic (UCC, MAT)	Clinic RN	\$ 33.90	\$ 34.44	\$ 34.99	\$ 35.55	\$ 36.12	\$ 36.70	\$ 37.29	\$ 37.88	\$ 38.49	\$ 39.11	\$ 39.73	\$ 40.37	\$ 41.01	\$ 41.67	\$ 42.34	\$ 43.01	\$ 43.70	\$ 44.40	\$ 45.11	\$ 45.83	\$ 46.57	\$ 47.31										
Resource RN, Clinic	Clinic RN	\$ 35.93	\$ 36.51	\$ 37.09	\$ 37.69	\$ 38.29	\$ 38.90	\$ 39.53	\$ 40.16	\$ 40.80	\$ 41.45	\$ 42.12	\$ 42.79	\$ 43.48	\$ 44.17	\$ 44.88	\$ 45.60	\$ 46.32	\$ 47.07	\$ 47.82	\$ 48.58	\$ 49.36	\$ 50.15										
RN, Clinic Lead (UCC, MAT)	Clinic RN	\$ 35.93	\$ 36.51	\$ 37.09	\$ 37.69	\$ 38.29	\$ 38.90	\$ 39.53	\$ 40.16	\$ 40.80	\$ 41.45	\$ 42.12	\$ 42.79	\$ 43.48	\$ 44.17	\$ 44.88	\$ 45.60	\$ 46.32	\$ 47.07	\$ 47.82	\$ 48.58	\$ 49.36	\$ 50.15										
RN, Care Coordinator	Clinic RN	\$ 42.80	\$ 43.48	\$ 44.18	\$ 44.89	\$ 45.60	\$ 46.33	\$ 47.08	\$ 47.83	\$ 48.59	\$ 49.37	\$ 50.16	\$ 50.96	\$ 51.78	\$ 52.61	\$ 53.45	\$ 54.30	\$ 55.17	\$ 56.06	\$ 56.95	\$ 57.86	\$ 58.79	\$ 59.73										

\*ED, Acute Care, Procedures, OP Infusion

Effective: 7/17/2023

Job Title	Contract	Step																															
		1 (Base)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Resident Nurse	Staff RN	\$ 35.45																															
Staff RN-Hospital Services*	Staff RN	\$ 37.22	\$ 38.34	\$ 39.50	\$ 40.68	\$ 41.91	\$ 43.15	\$ 44.46	\$ 45.79	\$ 47.16	\$ 48.58	\$ 50.03	\$ 51.05	\$ 52.07	\$ 53.10	\$ 54.14	\$ 55.25	\$ 56.34	\$ 57.47	\$ 58.61	\$ 59.79	\$ 60.98	\$ 61.60	\$ 62.24	\$ 62.84	\$ 63.47	\$ 64.11	\$ 64.43	\$ 64.68	\$ 64.87	\$ 65.00	\$ 65.06	
RN, Clinic (UCC, MAT)	Clinic RN	\$ 36.27	\$ 36.85	\$ 37.44	\$ 38.03	\$ 38.64	\$ 39.26	\$ 39.89	\$ 40.53	\$ 41.18	\$ 41.83	\$ 42.50	\$ 43.18	\$ 43.88	\$ 44.58	\$ 45.29	\$ 46.02	\$ 46.75	\$ 47.50	\$ 48.26	\$ 49.03	\$ 49.82	\$ 50.61										
Resource RN, Clinic	Clinic RN	\$ 38.44	\$ 39.06	\$ 39.68	\$ 40.32	\$ 40.96	\$ 41.62	\$ 42.28	\$ 42.96	\$ 43.65	\$ 44.34	\$ 45.05	\$ 45.78	\$ 46.51	\$ 47.25	\$ 48.01	\$ 48.78	\$ 49.56	\$ 50.35	\$ 51.15	\$ 51.97	\$ 52.80	\$ 53.65										
RN, Clinic Lead (UCC, MAT)	Clinic RN	\$ 38.44	\$ 39.06	\$ 39.68	\$ 40.32	\$ 40.96	\$ 41.62	\$ 42.28	\$ 42.96	\$ 43.65	\$ 44.34	\$ 45.05	\$ 45.78	\$ 46.51	\$ 47.25	\$ 48.01	\$ 48.78	\$ 49.56	\$ 50.35	\$ 51.15	\$ 51.97	\$ 52.80	\$ 53.65										
RN, Care Coordinator	Clinic RN	\$ 43.65	\$ 44.35	\$ 45.06	\$ 45.78	\$ 46.52	\$ 47.26	\$ 48.02	\$ 48.79	\$ 49.57	\$ 50.36	\$ 51.16	\$ 51.98	\$ 52.82	\$ 53.66	\$ 54.52	\$ 55.39	\$ 56.28	\$ 57.18	\$ 58.09	\$ 59.02	\$ 59.97	\$ 60.93										

\*ED, Acute Care, Procedures, OP Infusion

### MOU Regarding Work Area Closures

Current SPMC policies require staff to use PTO up to their FTE when a clinic or other work area is closed for a holiday or any other reason. It is the desire of the clinic staff to be able to use their PTO freely, at their own discretion and to have the option to use unpaid time off when their work area is closed.

SPMC commits to explore with employees ways to eliminate or reduce the need to use PTO when a work area is closed if an employee so desires. Under Article 15.1, an employee may request to work a holiday to avoid the need to use PTO on a holiday or other day when their work area is closed or to float to another area that is open, and their manager/supervisor will make a good faith effort to grant the request.

Examples of floating or special assignments to be considered include, but are not limited to:

For Clinical Staff (MA/LPN/RN):

- Float to UC to provide coverage as needed
- Process backlogged scanned documents and other workload items
- Prep charts
- EHR transition training/documentation/workflows/chart transfer

For Registration/Non-clinical staff:

- Process backlogged referrals and prior authorizations
- Work on patient call lists for wellness visits, outstanding visits, etc.
- EHR transition training/documentation/workflows/chart transfer

Furthermore, SPMC commits to discussions around ways to eliminate or reduce the need for employees to use PTO when their work area is closed through the Labor Management Committee.

# 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

**Mt. Vernon:** 1510 N 18th St, Mt Vernon, WA 98273-2604

**Des Moines:** 23040 Pacific Hwy S, Des Moines, WA 98198-7268

**Silverdale:** 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

**Spokane:** 2805 N Market St, Spokane, WA 99207-5553

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

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

**Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

**Yakima:** 507 S 3rd St, Yakima, WA 98901-3219

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

UFCW3000



**UFCW3000**

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

ks/opeiu8