

**OPEIU LOCAL 8/PROVIDENCE REGIONAL MEDICAL CENTER EVERETT
CONTRACT NEGOTIATIONS**

Employer Offer

November 16, 2019

1. PREAMBLE

Revise to read:

This Agreement is made and entered into this 31st _____ day of March _____ 2018 by and between PROVIDENCE REGIONAL MEDICAL CENTER EVERETT (PRMCE), its successors and assigns, hereinafter referred to as the EMPLOYER, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION. The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, conditions of employment and regulations affecting the members of the bargaining unit.

2. ARTICLE 5 - DEFINITIONS

Section 5.5 PAY IN LIEU OF BENEFITS. – Revise to read:

~~In lieu of paid time off (PTO) and extended illness bank (EIB), an employee whose FTE is a .5 or above may elect a ten percent (10%) wage differential. This election must occur within the first ten (10) days of employment or annually on dates designated in advance by the Employer. Employees will be advised of re-enrollment conditions prior to the election of the ten percent (10%) wage differential. Thereafter, no change in PTO or EIB status shall occur during the balance of the PTO plan year. Any accrued PTO shall be paid to the employee at the time the employee elects the ten percent (10%) wage differential. All eligible accrued extended illness hours will be banked. Upon return to paid time off accrual status, all EIB hours will be reinstated.~~

Any bargaining unit employees who have elected the pay in lieu of benefits as of December 1, 2019, will be able to maintain this status until they elect otherwise or separate from employment. No further such election will be offered to employees after that date. The Employer will continue to comply with the Washington Safe/Sick law.

Employees with a .49 FTE or lower and on-call employees shall receive twelve percent (12%) wage differential.

3. ARTICLE 6 – EMPLOYMENT PRACTICES

Section 6.10 JOB POSTING. – To read:

When there is a vacancy in a regular (FTE) position, it shall be posted for bid for five (5) days with Human Resources. Job postings shall include the expected days of the week and expected start and end time for each work day the shift hours (days, evenings or nights), and number of hours [FTE], expected weekend work requirements and expected primary work location and/or general work area, if any. Bids must be submitted in accordance with PRMCE guidelines. When

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employees bid, who are qualified for the position, the position will be awarded to the senior qualified candidate where the skills, competence, performance, ability, and experience are, in the opinion of the Employer, equal. Employees holding an FTE in a department and (nursing department as defined in Article 7 - Seniority) where the opening exists, will be given first consideration when bidding on shifts. (See Section 7.2)

The Employer agrees to provide the Union with the rebid packet five (5) calendar days prior to its first meeting with the impacted employees to hand out the packets and discuss the rebid. The Union agrees that it will not share the information in the packet with employees prior to this meeting.

4. ARTICLE 7 – SENIORITY

Section 7.6(a) NURSING DEPARTMENTS. – Add Breast Center and Children Center to #5-

5. ARTICLE 8 – GRIEVANCE AND ARBITRATION

Section 8.2 PROCEDURE.

Step 1 – Employee, Shop Steward, Union Representative and Immediate Manager

The employee, shop steward and Union Representative, if requested by the employee or manager, shall first attempt to resolve the problem immediately with the employee's immediate manager and in no event later than fourteen (14) calendar days from the date the employee was aware that a grievance existed. The grievance will be in writing and may be submitted by fax, personal email (in compliance with PRMCE's policy on electronic communications) or U.S. mail. If a grievance is submitted by email, a hard copy shall be delivered to the Employer within seventy-two (72) hours. Upon receipt thereof, the immediate manager or the Employer's designee shall attempt to resolve the problem. Should the manager or the Employer's designee and the employee require a meeting to resolve the grievance, a Shop Steward and/or Union Representative may attend the meeting at the employee's request. A Human Resources Representative may also attend any such meeting. If a meeting is necessary, the parties will make every effort to schedule the meeting within twenty (20) calendar days from the date the grievance was filed. All relevant and necessary basic information requested by either party shall be provided at least five (5) calendar days before the grievance meeting. ("Basic information" includes, for example, a copy of the employee's disciplinary action and previous related disciplinary actions, the applicable policy, a copy of the employee's time card for the current and previous pay period and/or any readily available supporting documentation resulting in disciplinary action, etc., but does not include, for example, information on "comparable" or "similarly situated" employees or time cards for multiple pay periods, etc.) Following the meeting, the immediate manager or the Employer's designee will provide a written response to the grievance within fourteen (14) calendar days after the meeting.

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Step 2 – Employee, Union Representative and Department Director

If the matter is not resolved to the employee's satisfaction at Step 1, the employee or Union Representative shall reduce the grievance to writing and shall present the written grievance to the Department Director (and/or designee) within fourteen (14) calendar days of the immediate manager's decision. A conference between the employee, (Union Representative if requested by the employee) and the Department Director (and/or designee) and a Human Resources Representative, shall be held within fourteen (14) calendar days of receipt of the written grievance. The Department Director (and/or designee) shall issue a written reply within fourteen (14) calendar days following the grievance conference with the employee.

Where a grievance involves a group of employees and/or more than one department, the Union may initiate a grievance at Step 2 by contacting Human Resources to determine the appropriate Director(s).

Step 3 – Employee, Union Representative and VP of Human Resources

If the matter is not resolved to the employee's satisfaction at Step 2, the grievance shall be referred in writing to the ~~VP of Human Resources~~ Director (and/or designee) within fourteen (14) calendar days of the Department Director's (and/or designee's) decision. A conference between the employee, Union Representative and the VP of Human Resources (or designee) shall be held within fourteen (14) calendar days of receipt of the notice moving the grievance to Step 3. The VP of Human Resources (or designee) shall issue a written reply within fourteen (14) calendar days following the conference with the employee.

Step 4 – Mediation (Optional)

The Employer and the Union may mutually agree to submit an unresolved grievance to mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process may be terminated through written notice to the other party at any time.

Step 5 – Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations, the Union may request in writing to submit the issue to arbitration within fourteen (14) calendar days following the written reply of the ~~VP of Human Resources~~ Director (and/or designee). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains, with the flip of a coin to determine which party strikes the first name. The person whose name remains shall be the arbitrator. The Arbitrator's

decision shall be final and binding, subject to the limits of authority stated herein. The Arbitrator shall have no authority to add to, delete from, disregard, alter or otherwise change or modify any of the provisions of this Agreement but shall be authorized only to interpret the specific facts of the issue in dispute. The Arbitrator shall base his or her decision solely on the specific contractual obligations expressed in this Agreement. The Arbitrator shall not require either the Employer or the Union to take or refrain from taking any action unless it is clear from the express words of this Agreement that such result was mutually intended. The Arbitrator shall have no authority to award punitive damages.

Each party shall bear one-half (1/2) of the fee of the Arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including, but not limited to, legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. If the Union refuses to pay one half of the cost of a transcript, the Union will not be provided a copy.

6. ARTICLE 9 – HOURS OF WORK AND OVERTIME

Section 9.13 STANDBY/LOW CENSUS. – Effective upon contract ratification, revise to read:

Employees who are placed on low census on their scheduled shifts may be required by the Employer to be on standby status for the hours of their regular shift. Employees placed on standby shall be compensated ~~\$3.25~~ (\$3.50) per hour for each hour on standby. If the employee is called in from standby to work, the employee will receive a minimum of ~~two (2)~~ three (3) hours work or pay at the premium rate of time and one-half (1½) and shall not continue to receive standby pay. Hours within the employee's regular shift, after the callback guarantee, will be paid at straight time. Hours worked beyond the employee's regular shift ending time shall be compensated at the overtime rate of time and one-half (1½) the employee's regular rate of pay.

Section 9.14 STANDBY/ON-CALL. – Effective upon contract ratification, revise to read:

A standby/on-call shift is a scheduled time outside the employee's scheduled work hours during which the employee is available for a call in to work. Employees may be placed on-call for hours outside of their regular schedule. Employees will receive ~~\$3.25~~ (\$3.50) per hour for each hour the employee is on-call. If called in to work, the employee will be compensated at the premium rate of time and one-half (1½) the employee's regular rate of pay for each hour worked, with a minimum of three (3) hours the first time the employee is called in. The minimum call in hours provided herein shall not apply when the employee reports for work in advance of the assigned shift and continues working through the entire scheduled shift. This provision shall apply only to employees who have discontinued work and left the Employer's premises.

7. ARTICLE 10 – SALARY AND COMPENSATION

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Section 10.1 WAGE SCHEDULE.

- Effective the first full pay period following contract ratification – an across-the-board increase of 3%
- Effective the first full pay period following 11/1/20 – an across-the-board increase of 2.75%
- Effective the first full pay period following 11/1/21 – an across-the-board increase of 2.75%
- Increases will be added to both wages and the wage schedules each year

Section 10.5 LEAD PAY.

- Effective upon contract ratification – increase by ~~\$0.50~~ \$0.25 to \$1.75 per hour

Section 10.7 TRAINING PAY.

- Effective upon contract ratification – increase by \$0.50 to \$1.25 per hour

8. ARTICLE 12 – PAID TIME OFF/EXTENDED ILLNESS BANK

Section 12.4 – Revise to read:

Employees may use accrued PTO hours for personal time off (i.e., vacation, holidays, etc.) with advance approval of their supervisor. Departmental needs and work requirements shall be taken into consideration. Preference is given to employees' requested times whenever possible. An employee's seniority shall be used in determining approved PTO schedules.

In scheduling vacations, each department/nursing unit will establish guidelines that adhere to the following:

- (a) A “window” or bidding period shall be set annually for bidding on vacations to be taken in the following year (e.g., a 1/1-1/15 ~~2000~~ 2019 bidding period for 2/1/00 - 1/31/04 2019 vacations.) Subject to the supervisor limiting the number of employees who may be on vacation at any one time, employees shall be granted PTO by seniority if the employee requests PTO during the bidding period.
- (b) Requests for PTO that are submitted after the bidding period shall be considered on a "first-come first-served" basis. PTO requests shall be submitted in writing and shall be responded to within fourteen (14) days after receipt of the request.
- (c) Once approved by management, scheduled PTO may only be changed with the mutual written approval of the employee and management except in an emergency. The employee's manager will attempt to accommodate a request by an employee to cancel their scheduled time when the request is made at least thirty (30) days before the work schedule to which the vacation was assigned.

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- (d) The department/nursing unit may designate prime time vacation periods and generally limit in cases of conflict vacation to two (2) weeks.
- (e) Holiday work schedule rotation takes precedence over PTO scheduling.
- (f) All vacation requests shall be submitted in writing and a signed copy returned to employee as approved or denied.

9. ARTICLE 16 – EDUCATION, TRAINING, CERTIFICATION AND LICENSES

Section 16.2 PROFESSIONAL DEVELOPMENT. – To read:

The Employer agrees to continue its current practices in assisting employees in obtaining job relevant licenses and/or certifications. The Employer shall notify the Union of any proposed change in its current practices due to budgetary considerations prior to implementation.

new Section 16.3 EXPENSES – To read:

The Employer will reimburse employees for all approved expenses the employees incur while attending educational offerings at the request of the Employer.

Section 16.4 VOLUNTARY EMPLOYEE PROFESSIONAL DEVELOPMENT – To read:

After one (1) year of continuous employment, subject to budgetary considerations and satisfactory job performance for the last twelve (12) months, employees will be provided voluntary professional development leave per calendar year for the purpose of enhancing the employees' clinical skills (at base rates of pay) according to the following schedule:

FTE at Time Leave is Requested: 0.2- 0.59 hours per week- 8 hours
 0.6 - .89 hours per week-16 hours
 0.9 - 1.0 hours per week - 24 hours

Hours spent participating in voluntary professional development will not be counted as hours worked for purposes of calculating overtime.

Section 16.4 5 CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT EXPENSES – To read:

Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition and registration fees and certification exams, up to the amount set forth for each employee in the following reimbursement schedule. Such financial assistance shall be subject to the approval of the subject matter, verification of attendance and/or completion of the course, and temporary budgetary and staffing constraints as determined by the manager. Unused amounts shall not be carried from one calendar year to the next.

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<u>FTE</u>	<u>Dollars</u>
<u>0.8-1.0</u>	<u>\$300</u>
<u>0.6-.7</u>	<u>\$150.00</u>
<u>0.3-.5</u>	<u>\$100.00</u>
<u>0.1-.2</u>	<u>\$50.00</u>

10. ARTICLE 23 – DURATION OF AGREEMENT

Revise to read:

All terms and conditions of this Agreement will be effective upon execution, unless otherwise specified. This Agreement shall remain in effect through October 31, ~~2018~~ 2022 and from year to year thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement by giving written notice to the other party not less than ninety (90) days in advance of October 31, ~~2018~~ 2022.

11. APPENDIX “A” – SALARY AND COMPENSATION

- Effective the first full pay period following contract ratification:
 - add Step 14 at 2.25% above Step 13; Step 15 at 2.25% above Step 14; Step 16 at 2% above Step 16.
 - add Step 30 at 4% above Step 29 (currently it’s 1.92%).
- Bring the base of all classifications up to \$15.45 by 2021 and extend the increases throughout the classification grades – providing for an increase effective the first full pay period following ratification and another increase, if necessary, effective the first full pay period following 11/1/2020. Increase will be distributed as equally as possible.
- Upon contract ratification – market adjustments for the following positions:
 - Carpenter – increase the rates by 2% effective the first full pay period following 11/1/20.
 - CNA – increase the rates by 5% effective the first full pay period following contract ratification.
 - CNA/HUC – increase the rates by 2% effective the first full pay period following contract ratification.
 - HUC – increase the rates by 2% effective the first full pay period following contract ratification.
 - Distribution Tech I – increase the rates by 2% effective the first full pay period following 4/1/20.
 - Distribution Tech II – increase the rates by 2% effective the first full pay period following 4/1/20.

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- Distribution Tech III – increase the rates by 2% effective the first full pay period following 4/1/20.
 - ED Tech – increase the rates by 3.5% effective the first full pay period following contract ratification.
 - ECG Tech – increase the rates by 5% effective the first full pay period following contract ratification.
 - Engineer – increase the rates by 2% effective the first full pay period following 4/1/20.
 - Engineer II – increase the rates by 2% effective the first full pay period following 4/1/20.
 - Equipment Tech – increase the rates by 2.5% effective the first full pay period following contract ratification.
 - Lab Assistant II, Lab Tech and Assistant Client Services increase the rates by 2.5% effective the first full pay period following contract ratification.
 - Painter – increase the rates by 2% effective the first full pay period following 11/1/20.
 - Receiving Tech – increase the rates by 2% effective the first full pay period following 4/1/20.
 - Records Coordinator – increase the rates by 3% effective the first full pay period following 4/1/20.
 - Records Specialist – increase the rates by 4% effective the first full pay period following 4/1/20.
 - Scheduler – increase Scheduler grade (23c) to Scheduler/Data Analyst grade (27) effective the first full pay period following contract ratification.
- Market Competitiveness – To read:

The Employer agrees to maintain market competitive wages by reviewing relevant market data in July 2020, July 2021 and July 2022. If a classification is determined by the Employer to be at least 6% or more below market at mid-rate, adjustment to the grade will be considered and shall not be unreasonably withheld. Any adjustment applied to a pay grade shall be applied to all employees in the classification. The Employer and Union will meet to share available market information, comparable positions, job descriptions utilized, and facilities used in the market review prior to implementation of any adjustments.

12. APPENDIX “B”

Effective upon ratification:

863 Nurse Assistant	} 356 HUC/NAC
484 SSNA	} 298 Tele Tech
485 N.A.C.	} 907 HUC

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921 Medical Imaging Assistant	} 908 Rehab Unit Coord
PASC	} 641 CVL Unit Coord
ED Tech	} 650 MI Unit Coord
	} 495 ED Tech
	} 176 Program Assistant

Engineer	} Engineer II
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Effective upon contract ratification:

Scheduler	} Scheduler/Data Analyst
Records Specialist	} Records Coordinator

13. LETTER(S) OF UNDERSTANDING

- LOU (p. 44) – retain in the new CBA
- LOU (pp. 45 – 46) – need to confirm that all steps are correct and will retain in the new CBA and continue to be updated correctly
- LOU (pp. 47 – 48) – retain in the new CBA
- LOU (pp. 49 – 50) – retain in the CBA
- LOU (pp.51 – 52) – retain and update in the new CBA
- LOU (p. 53) – move the classification into the new wage schedule

14. MISCELLANEOUS

a) Parking:

Bargaining unit employees will pay for parking under the same terms and conditions as all other represented bargaining units at PRMCE, with an anticipated effective date no earlier than 6/1/21, at the following rates:

\$25 per month for .6 FTE and higher:

\$15 per month for .50 FTE and lower:

\$4 per day if employees do not choose monthly parking;

Employees with .6FTE or higher who earn \$20.00 per hour or less will pay the part-time monthly rate.

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- b) Training about all medical leaves for labor and management within sixty (60) days following ratification.
- c) In exchange for agreeing to the ultimate elimination of the EIB program at PRMCE, the following terms and conditions shall apply: (in a Letter of Understanding format – we will need to incorporate some of this into the contract language as well, but it can still stand alone as an LOU too)
 - 1. Bargaining unit employees hired prior to 1998 shall maintain their current PTO accruals;
 - 2. Bargaining unit employees hired after January 4, 1998 shall receive two (2) eight (8) hour PTO days, prorated by FTE, frontloaded in the second pay periods following 1/1/20 and 1/1/21;
 - 3. Bargaining unit employees with less than twenty (20) years of service as of 12/31/19, will have two (2) years to use any accrued EIB (through 12/31/21);
 - 4. Bargaining unit employees with less than twenty (20) years of service as of 12/31/19, will be eligible for an EIB cash-out in the second pay period of January 2022 at twenty-five percent (25%) for any employee with a minimum of two-hundred (200) hours in their EIB banks as of December 31, 2021.
 - 5. Effective 1/1/20, employees with twenty (20) or more years of service as of 12/31/19, will have their EIB banks frozen and grandfathered for use for all purposes currently allowed as well as topping-off new short term disability or Washington Paid Family and Medical Leave benefits for the duration of their continuous employment. Upon retirement, employees with twenty (20) or more years of service as of December 31, 2019, will receive 25% of their remaining EIB paid out.
 - 6. PRMCE and bargaining unit employees will split the Washington Paid Family and Medical Leave premiums in accordance with the statutory amounts.
 - 7. Continue seniority hours and PTO accruals while on STD, Washington Paid Family and Medical Leave based on assigned FTE and PRMCE’s Paid Parental Leave.
 - 8. Effective 1/1/20, adopt the new PTO accruals for employees hired after 1998 as follows:

Years of Service:	Annual Accrual – number of 8 hour days per year:
Less than 3 years	25
3 to less than 5 years	28
5 to less than 10 years	30

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10 to less than 15 years	33
15 or more years	35

d) **To be included in an LOU:**

For the life of this agreement, eligible bargaining unit employees will receive the same PTO and EIB transition benefits and/or parking requirements, provided to other employees of PRMCE, if those PTO and EIB transition benefits and/or parking requirements represent measurably greater benefits than those offered in this Letter of Understanding. Any measurement of transition benefits will be made on the basis of the impact of any different PTO and EIB transition benefits on the entire affected unit rather than on any individual bargaining unit member. Should there be a question or concern about the impact of any different PTO, EIB and/or parking transition benefit, the Union and Employer will meet and discuss the question or concern and, if necessary, review the impact of any different transition benefit provided to other employees of PRMCE.

- e) A ratification bonus of \$1,000 for all bargaining unit employees, prorated by FTE, less applicable withholdings.