



# **OPEIU LOCAL 8**

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

**AND**

**PROVIDENCE REGIONAL MEDICAL CENTER EVERETT**

**FOR THE PERIOD OF**

**NOVEMBER 25, 2019 THROUGH OCTOBER 31, 2022**

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**COLLECTIVE BARGAINING AGREEMENT**  
**PROVIDENCE REGIONAL MEDICAL CENTER EVERETT**

**November 25, 2019 through October 31, 2022**

**PREAMBLE**

This Agreement is made and entered into this 25<sup>th</sup> day of November 2019 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.

**ARTICLE 1**

**RECOGNITION**

**Section 1.1** The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time and part-time employees employed at Providence Regional Medical Center Everett, Washington, in job classifications set forth in Appendix "A". This Agreement excludes supervisors, on-call employees and confidential employees. For the purpose of this Article, the definition of supervisor and confidential employee shall be as defined in the National Labor Relations Act.

Regular "On-call" employee is defined as an employee hired to work on an intermittent/on-call basis. This definition shall include all employees who carry a 0.0 FTE.

**Section 1.2** The Employer shall notify the Union of any new job classification(s) appropriate to the bargaining unit. It is not the Employer's policy to establish jobs or job titles for the purpose of excluding such employees from the unit.

**ARTICLE 2**

**UNION SECURITY**

**Section 2.1 MEMBERSHIP.**

**Section 2.1(a)** Employees who are members of the Union at the execution of this Agreement shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement.

**Section 2.1(b)** Employees hired after the execution of this Agreement shall be required, as a condition of employment, to join the Union within thirty (30) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided, however, this provision shall not apply to any employee who declines joining the Union by providing written notice of such intent to the Union by certified mail with a copy to Human Resources, within fifteen (15) calendar days, of the employee's date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee's personnel file.

**Section 2.1(c)** The Hospital will notify employees of membership requirements/options at time of hire, transfer or ratification. Employees who fail to maintain membership requirements as defined herein shall be discharged by the Employer within thirty (30) calendar days after receiving written notice from the Union.

**Section 2.2** During the term of this Agreement, the Employer shall deduct uniformly required initiation fees and dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer the authorization form will be honored in accordance with its terms. Such dues shall be transmitted to the Office and Professional Employees International Union Local No. 8, AFL-CIO. Deductions shall be transmitted each month to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

**Section 2.3 BARGAINING UNIT ROSTER.** The Employer shall supply to the Union monthly a list of all employees covered by this Agreement including their classification, department, rate of pay, hours worked, FTE status, hire date, employee identification number, shift, mailing address, telephone number and personal email address on file in the Employer's HRIS system.

**Section 2.4 VOLUNTARY POLITICAL ACTION FUND DEDUCTION.** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees

using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Elections Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the deduction check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) for all amounts deducted pursuant to the Voluntary Political Action Fund check off provision in the parties' Collective Bargaining Agreement will be used to reimburse the Employer for its reasonable costs of administering the check off.

### **ARTICLE 3**

#### **UNION REPRESENTATION**

**Section 3.1 SHOP STEWARDS.** It is agreed that the Union may establish shop stewards where needed. The Employer agrees not to discriminate against shop stewards for conducting lawful Union activities. The Union shall provide the VP of Human Resources with a current list of all shop stewards and their respective locations when appointed.

**Section 3.1(a)** Union stewards designated herein shall not transact any formal Union business, such as the investigation or processing of grievances or distribution/posting of Union material on working time of either the steward or an engaged employee which in any way interferes with the work of employees or services provided by the Employer. By arrangement with their manager, a shop steward may attend grievance meetings under Article 8 on work time; provided that, patient care is maintained. Shop stewards will not leave their work area on any Union business without the consent of their manager or his/her designee.

**Section 3.1(b)** One (1) shop steward will be allowed thirty (30) minutes paid release time to meet with new employees during each new employee orientation. The Employer will provide a list to the Union via electronic mail of new bargaining unit employees with a FTE (including their name, job classification and department) before orientation. The list will be provided no later than the end of the business day on the Thursday before the Monday orientation.

**Section 3.2** In accordance with the National Labor Relations Act (NLRA), the Union Representative of the Local shall be allowed admission to the Employer's premises where employees covered by this Agreement are working, excluding patient care areas at reasonable times for the purpose of investigating conditions existing on the job and shall immediately sign-in upon entering and sign-out upon departure with Human Resources. In accordance with the NLRA, such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not in any way interfere with patient care.

**Section 3.3 BULLETIN BOARDS.** The Union shall be allowed access to and use of bulletin boards designated by the Employer for the purpose of posting official Union notices relating to Union business and a copy of all notices shall be provided to Human Resources at the time of posting. At least one (1) such bulletin board placed in an agreed upon location shall be provided on each campus in every building of the Employer where employees under this Agreement are regularly assigned to work. Methods of distribution will continue in accordance with the attached Protocol Agreement.

**Section 3.4 MEETING ROOMS.** The Employer shall allow the Union to use PRMCE meeting rooms for Union meetings, subject to their availability. Availability will not be confirmed more than three (3) weeks prior to the requested date and will be subject to the PRMCE "bump list" of priorities.

**Section 3.5 EMPLOYMENT AGREEMENT.** The Employer will give a copy of this Agreement and the employee's job description to each employee during the hiring/orientation process. The Union shall provide the Employer with sufficient copies to be available in the Human Resources Department.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

**Section 4.1** Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement.

Without limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to determine and re-determine the composition of its work force, including the mix of employees required and the composition of work teams; to determine the number of employees

required, and its staffing requirements and criteria; the right to determine and require standards of performance and to maintain order and efficiency and to determine the competency of employees; to direct employees and to determine job assignments, including the floating and temporary reassignment of employees; to determine the working schedules; to determine whether the whole or any part of the operation shall continue to operate and whether and what work will be performed by employees of the Employer who are employed under this Agreement, assigned to employees outside this bargaining unit or subcontracted; to implement changes in operational methods and procedures; to determine the kind and location of its facilities and where its services will be performed. The matters set forth herein shall not be subject to arbitration.

Assignment of unit work to employees of the Employer outside of the bargaining unit will not cause a layoff of bargaining unit employees who are qualified to perform the work.

All matters not covered by the provisions of this Agreement shall be administered by the Employer on a unilateral basis.

**Section 4.2** In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union at least thirty (30) days advance written notice. During this notice period, the Employer and Union will meet to discuss and consider alternatives to contracting out the work. Such discussion will be concluded within twenty (20) working days from the date the Employer advises the Union, in writing, that a decision to subcontract is likely.

The use of temporary staffing such as agency or traveler staff, will not be construed as contracting unit work or as an assignment to non-bargaining unit employees.

**Section 4.2(a)** In the event the Employer decides to contract out a service which will result in the layoff of bargaining unit employees, the Employer will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under the Collective Bargaining Agreement.

## **ARTICLE 5**

### **DEFINITIONS**

**Section 5.1 REGULAR FULL-TIME EMPLOYEE.** An employee, so classified on the Hospital's employment records, who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a

fourteen (14) day period.

**Section 5.2 REGULAR PART-TIME EMPLOYEE.** An employee, so classified on the Hospital's employment records, who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period unless otherwise provided for herein and subject to benefit plan eligibility requirements, a part-time employee will be compensated in the same manner as a full-time employee except that benefits shall be reduced in proportion to the employee's actual hours of work. An employee who is working a .49 FTE or less is not eligible for benefits and will receive pay in lieu of benefits as defined in Section 5.5.

**Section 5.3 ON-CALL/PER DIEM EMPLOYEE.** An on-call/per diem employee is defined as an employee hired to work on an intermittent/on-call basis, as an interim replacement or for temporary work on a predetermined work schedule involving a specific work assignment. This definition shall include all employees (including students) scheduled on an "on-call" basis. In the event that work has been performed by on-call/per diem employee(s) at the equivalent of a 0.5 FTE or higher for a period of six (6) months or longer, except to cover for a specific leave of absence, upon request from the employee, the position will be considered for posting in accordance with the job posting provisions of this Agreement unless the Union agrees that the continuation of the need is temporary.

On-call/per diem employees will be paid at the classification rate of pay to which they are assigned, plus the pay in lieu of benefits of twelve percent (12%). On-call/per diem employees will be paid at time and one-half (1½) for all hours worked on the holiday. An on-call/per diem employee shall be credited with past experience in determining an employee's initial compensation. All on-call/per diem employees will receive a copy of PRMCE's staffing policies.

A full-time or part-time employee who changes to on-call/per diem status shall retain and accrue seniority and rate of benefit accrual upon return to regular status. Any accrued paid time off shall be paid to the employee at the time the employee changes to on-call/per diem staffing status. If a benefits-earning employee elects on-call/per diem staffing status, all eligible accrued extended illness hours will be banked. Upon return to benefit earning status, all banked extended illness hours will be reinstated. Seniority shall not apply while on on-call/per diem staffing status. Regular status employees who change to on-call/per diem staffing status and subsequently return to regular status without a break in employment shall have previous seniority and benefit accruals reinstated including the time spent on on-call/per diem status.

**Section 5.4 PROBATIONARY EMPLOYEE.** The first six (6) months shall be the probationary period for all newly hired employees governed by

this Agreement. This six (6) month period can be extended for the same duration as that particular employee's approved leave of absence. Every employee will receive a written evaluation from their manager after three (3) months of employment upon request of the employee. During the probationary period, employees may be discharged without recourse to the grievance procedure.

**Section 5.5 PAY IN LIEU OF BENEFITS.** 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.

**Section 5.6 LENGTH OF SERVICE.** For purposes of this Agreement and the method of computing PTO, seniority and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2,080 hours of work. For purposes of computing experience levels, a "year" shall be defined as 1872 hours or twelve (12) months, whichever occurs later. Time paid for but not worked (excluding standby/on-call pay) shall be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefits, not to exceed eighty (80) hours within any pay period.

Employees may access their experience level advancement credit online through Employee Self Service. The Employer will provide the Union (including Shop Stewards) with a report showing experience levels and seniority by department and classification in the bargaining unit upon request. This report will be provided as soon as practicable but no later than ten (10) calendar days from the request.

**Section 5.7 REGULAR RATE OF PAY.** Unless otherwise required by the Fair Labor Standards Act, the "regular rate of pay" shall be defined to include the employee's hourly wage rate, shift differential when the employee is regularly assigned to a schedule where the majority of their hours are evening or night shift, weekend differential for hours worked on a weekend, and any applicable wage premium in lieu of benefits for any employee exercising that option.

**Section 5.8 STANDBY LOW CENSUS.** Standby low census is when an employee agrees to or is required, instead of working, to be available for a call in to work during a shift the employee was scheduled to work (applies

during a time of low census). Standby low census hours count toward benefits.

**Section 5.9 STANDBY ON-CALL.** 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.

**Section 5.10 CHANGES IN SHIFT.** Any work schedule changes of one and a half (1 ½) or more hours. Such changes will be done in accordance with this Agreement.

**Section 5.11 JOB CLASSIFICATION.** The terms "job classification" and "position title" are interchangeable for purposes of this Agreement.

## ARTICLE 6

### **EMPLOYMENT PRACTICES**

**Section 6.1 DISCIPLINE.** No full-time or part-time employee shall be disciplined or discharged except for just cause, "Just cause" shall be defined to include the concept of a progressive discipline (such as verbal and written reprimands and the possibility of suspension). These are suggested procedures and will vary depending on the nature and severity of the incident. All progressive discipline shall be put in writing and a copy of all written disciplinary actions shall be given to the employee at the time the formal corrective action is applied. The employee shall be required to sign the written disciplinary action for the purpose of acknowledging receipt, but the employee's signature shall not be construed as an admission of guilt or concurrence with the reprimand. Employees shall have the right to review and comment on any disciplinary notice. Progressive discipline shall not be applied when the Employer determines the nature of the offense is just cause for more advanced action.

**Section 6.2 WEINGARTEN RIGHTS.** An employee may, upon request, have a Union representative of the employee's choice present at any meeting with the Employer that could reasonably lead to the employee's discipline. If the employee requests Union representation at such a meeting, the employee shall notify the Employer and shall be provided reasonable time to arrange for Union representation at the meeting. If the Employer has not informed the employee prior to the meeting of the meeting's investigatory purpose, the employee may request adjournment so as to enable the employee to secure Union representation.

**Section 6.3 NOTICE OF RESIGNATION.** Employees shall be required to give at least fourteen (14) days' (seven [7] calendar days for probationary employees) written notice of resignation. The Employer will give consideration to situations that would make such notice by the

employee impossible. This fourteen (14) day notice requirement will not include any annual leave time or unverified sick leave unless approved by the manager.

**Section 6.4** Employees who are discharged for just cause or who failed to give written notice of resignation required shall forfeit any accrued and unused PTO. Upon any other termination, accrued unused PTO will be paid to the employee with the final paycheck.

**Section 6.5** In the event of an employee's death, the termination benefits described in Section 6.4 shall be payable to the employee's estate.

**Section 6.6** As a general rule, no employee shall be terminated while on paid time off or during the period specified by an authorized leave of absence.

**Section 6.7 EVALUATIONS.** The Employer shall maintain a system for performance appraisal providing for written evaluation prior to or upon the completion of the probationary period and annually thereafter. Employees shall acknowledge such evaluation by signing the document; however, such signature will imply neither agreement nor disagreement with the evaluation. The employee may provide a written response to the evaluation, which shall be retained with the evaluation in the employee's personnel file. A copy of the evaluation shall be provided to the employee immediately upon completion of the evaluation.

**Section 6.8 PERSONNEL FILES.** By appointment, employees may review their personnel files. Upon request, the employee shall receive a copy of any materials contained in the file.

**Section 6.9 POSITION DESCRIPTION.** The Employer will furnish the Union with bargaining unit position descriptions for all classifications. Copies of an employee's current position description shall be provided upon request by the employee. The Employer will notify the Union in writing of any new positions to be covered by this Agreement.

**Section 6.10 JOB POSTING.** 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 workday, 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 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.

**Section 6.11 REJECTED APPLICANTS.** The Employer will interview in-house applicants who meet the minimum qualifications for the job as listed in the job description who have the seniority to be awarded the job. An employee who applies for a position and is not selected for an interview or is selected for an interview but is not hired for the position may contact the manager to discuss why the employee was not selected and what skills the employee needs to be a successful applicant in the future. The Employer will notify all unsuccessful applicants within ten (10) days of filling the vacancy. The Employer is committed to upgrading, promoting and transferring bargaining unit employees where appropriate.

**Section 6.12 EMPLOYEE ACTION NOTICES.** Employee Action Notices shall be used to document job status upon hiring (including the employee's assigned FTE, rate of pay and shift), termination, change of position, change of status or leave of absence.

**Section 6.13 POLICIES AND PROCEDURES.** Upon making a timely written request (within seven [7] days of knowledge of the change) to the Vice President of Human Resources, the Union reserves the right to negotiate over the creation or revision of any condition of employment about which the National Labor Relations Act ("the Act") requires the Employer to bargain. The duties and responsibilities of the Employer shall be defined by the Act.

**Section 6.14 LABOR/MANAGEMENT COMMITTEE.** The Employer, jointly with the selected representatives of the employees covered by this Agreement, shall establish a Labor/Management Committee to meet at least ten (10) times in a calendar year, unless the parties mutually agree to add or cancel meetings, and discuss business issues, education and professional development as determined in an agenda comprised of topics to be submitted by both the Employer and the Union, which shall be set at least one (1) week before the meeting. The purpose of this Committee shall be to foster improved communications between the Employer and the employee staff. The function of the Committee shall be limited to an advisory rather than a decision making capacity. The Committee shall consist of representatives of management and representatives of the employees covered by this Agreement, with up to six (6) from each group.

Employee Committee members and any mutually agreed upon employee will be paid when they attend Labor/Management Committee Meetings during their scheduled work time. Up to two (2) Union staff representatives may substitute for employee Committee members and attend at the request of the bargaining unit employees. Additional persons may attend which the parties agree are relevant to the agenda.

**Section 6.15 DISCIPLINARY DOCUMENTATION.** Formal and written disciplinary notices that are older than twelve (12) months shall not be considered for such employee benefits as transfers, loans, education or training opportunities offered by PRMCE, with the exception that notices based on serious misconduct that impact the employee's eligibility for a new position may be considered in transfer situations.

## **ARTICLE 7**

### **SENIORITY**

**Section 7.1** Seniority is defined as an employee's continuous length of full-time or part-time service, based on total hours compensated and low census hours with the Employer from the employee's most recent date of hire within Providence Health & Services. Seniority except where specifically provided elsewhere, will accrue based on all hours compensated and low census hours.

**Section 7.2** Where skill, competence, performance on the job, ability and experience are determined by the Employer to be substantially equal, seniority as defined above shall be the determining factor in layoffs, rehires, shift bids, distribution of overtime, rotation order, approval of PTO requests and job bidding. Shift bids are defined to include when an employee, through the bidding process, is moving from one position to another within their classification, changes their shift, scheduled times of their shift per Section 5.10 or the number of days per week the employee will be scheduled, i.e., their FTE.

**Section 7.2(a)** In the event of a rebid of shifts, the Employer will provide the Union and affected employees with the new work schedule and the seniority status/hours at least fourteen (14) days in advance of posting of the new schedule.

**Section 7.3 LAYOFF.** A layoff is defined as a permanent or prolonged reduction in the number of employees employed in a particular classification by the Employer under this Agreement. The Employer will give as much notice to the affected employees and the Union as possible, and shall give at least thirty (30) days' written notice to the Union. Provisions of the WARN Act shall apply when appropriate. All employees will be assigned to a cost center to which their FTE is assigned.

Employees shall be advised of their department/work area. The Union will be advised of any changes in department/work area designations.

**Section 7.4** For all purposes under this Article:

- (a) An employee shall be considered competent if the employee can perform the essential functions of the position with no more than three (3) weeks of orientation;
- (b) Shift shall mean days, evenings or nights;
- (c) Comparable FTE shall be a FTE within .2 of the employee's pre-layoff or pre-hours-reduction FTE.

**Section 7.5 LAYOFF PROCEDURE.** When the Employer determines it is necessary to lay off employees from a classification and shift in a cost center the Employer will first seek volunteers. If volunteers do not meet the Employer's need for reduced staffing, then probationary and temporary employees in the classification and shift in the cost center affected by the layoff will be laid off first. Next, the least senior employee(s) holding an FTE assigned to the classification and shift in the cost center affected by the layoff shall be designated for layoff; provided that, in the opinion of the Employer, skill, competence, performance on the job, ability, and experience to perform the work is considered equal.

**Section 7.6 BUMPING RIGHTS.** Any employee selected for layoff may, if the employee has the seniority, elect to displace the least senior employee in his/her classification with a comparable FTE and shift; provided that, in the opinion of the Employer, skill, competence, performance on the job, ability, and experience to perform the required work are considered equal. A SSNA, NAC, HUC or other bargaining unit member in the nursing department who is laid off from his/her cost center may, if the employee has the seniority, elect to displace either the least senior employee in his/her nursing department with a comparable FTE or the least senior employee in his/her classification with a comparable FTE; provided that, in the opinion of the Employer, skill, competence, performance on the job, ability, and experience to perform the required work are considered equal. An employee who is not able to retain a position in the employee's classification shall be laid off, unless the employee is able to bid into a posted vacant position in another classification.

If as a result of a layoff in a job classification that has fewer than three (3) employees the essential duties of that classification, as identified in the job description, are to be absorbed by a different classification in the affected work unit, the employee(s) to be laid off may elect to displace the least senior employee in that different classification provided that the employee being bumped has less seniority than the employee selected for layoff.

**Section 7.6(a) Nursing Departments:**

- 1) CCU, CSSU
- 2) NICU
- 3) PEDs
- 4) FMC (Mother Baby L&D, Lactation, Post Partum Clinics), MFM
- 5) Emergency Department, Breast Center and Children Center
- 6) 3A, 4A, 5A, 6A, 7A, 8A, CEU, Inpatient Rehab, 2 North Med/Surg, Resource Team, 6N, 7N, 8N/S, 10N/S
- 7) Behavioral Health, Intervention Center
- 8) AM Admit, PACU-Colby & Pacific, Admissions/PACU Colby, PASC, Triage, Endo/Medical Short Stay, D2N, D3N
- 9) CVL, Interventional Radiology
- 10) Transition Planning
- 11) Radiation Oncology
- 12) IV Therapy
- 13) OR Colby/Pacific
- 14) Infusion
- 15) Breast Center

**Section 7.7 RECALL.** Employees who are laid off shall have recall rights to vacant positions in the classification from which they were laid off for up to twelve (12) months following their layoff. Employees who are recalled to their classification to a position on the shift from which they were laid off and with comparable FTE (within a .2) and who refuse the recall or fail to respond to the notice within three (3) days of actual notice or five (5) days from date of mailing, whichever is greater, shall be dropped from the recall roster. Employees are responsible for keeping the Employer advised of where notices of recall should be sent. The Employer will provide the Union by facsimile or mail a copy of the recall notice.

**Section 7.8 TERMINATION OF SENIORITY STATUS.** Seniority and employment shall terminate upon the occurrence of any one of the following:

- (a) Discharge for just cause, voluntary resignation or retirement;
- (b) Failure to return to work from layoff within fourteen (14) calendar days after notification to report back to work from layoff status or failure to respond to the notice of recall as provided in Section 7.7;

- (c) Absence from work due to layoff which exceeds twelve (12) months;
- (d) Failure to report to work as assigned for a period of two (2) consecutive work days, if physically able to do so and when work is properly assigned in accordance with this Agreement;
- (e) Failure to return to work on a timely basis from an approved leave of absence.

**Section 7.9 CHANGE IN FTE STATUS**. Reduction in hours shall be defined as a permanent reduction of an employee's FTE level. If a reduction in FTE is determined by the Employer to be necessary, the least senior employee(s) in the targeted job classification, department and shift will receive the FTE reduction. The Employer will first seek volunteers from the job classification and shift to accomplish these changes.

**Section 7.9(a)** An employee whose hours are to be permanently reduced shall receive a minimum of fourteen (14) days' advance notice of the reduction in hours.

**Section 7.9(b)** Employees whose hours have been reduced as per Section 7.9, may take the position of the least senior employee whose position is at the same FTE in their classification and cost center on another shift. If there is no such position in the cost center, the employee may elect to accept the hours reduction or take the position of the least senior employee in their classification with the same FTE level to that which they were assigned prior to the hours reduction, subject to Section 7.4.

**Section 7.9(c)** In the event the Employer increases the number of FTE's in a cost center on other than a temporary basis, employees working in that classification in the cost center, at a reduced FTE under Section 7.9, shall, in order of seniority be assigned the additional FTE before the reduction, if in the judgment of the Employer the assignment is consistent with straight-time scheduling requirements. Open positions as a result of termination or transfer shall be posted for bid under Section 6.10.

**Section 7.9(d)** Employees whose hours have been mandatorily reduced may notify the Employer in writing each month of their availability to work temporarily available extra hours within their classification and cost center. In order of seniority and subject to the employees' availability to perform the work at straight-time pay and competence to perform the work, they shall be utilized before other employees for such work.

Employees who choose severance shall be ineligible for recall rights specified in Section 7.7 above and shall be considered to have terminated their employment. The number of employees electing severance pay will

not exceed the number of employees laid off. In the event more employees request severance, seniority shall control.

Weeks of severance pay shall be paid at the employee's regular rate of pay at the time severance is elected and at forty (40) hours pay per week, pro-rated for part time employees. Years of service for purpose of this section shall be defined as 2080 paid hours within the Providence Health & Services System.

**Section 7.9(e)** In the event a part-time employee has worked beyond their assigned FTE for a period of six (6) months, except to cover for leaves of absence, the position will be re-evaluated upon request to determine whether the additional hours will be assigned the employee working those hours first.

## **ARTICLE 8**

### **GRIEVANCE AND ARBITRATION**

**Section 8.1 "GRIEVANCE" DEFINED.** A "grievance" is defined as any alleged violation of the terms and conditions of this Agreement. Employees shall first try to resolve all grievances and disputes informally with the employee's immediate manager. When necessary, a formal grievance shall be submitted to the following grievance procedure. A written grievance shall contain a description of the problem, the specific section of the contract that allegedly has been breached, the date it occurred, the corrective action the grievance is requesting and the identity of the employees involved to the extent known. (Note: Recognized Stewards, as specified in Section 3.1, may substitute for one another.) Time limits set forth in the following steps may be extended only by mutual consent of the parties involved. A time limit which ends on a Saturday, a Sunday or a holiday designated in Article 11 hereof shall be deemed to end on the next following business day.

### **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.

### **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 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 Human Resources Director (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 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 (½) 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.

## **ARTICLE 9**

### **HOURS OF WORK AND OVERTIME**

#### **Section 9.1 WORK PERIOD.**

**Section 9.1(a)** The work period is a regular, recurring period of either seven (7) consecutive days, or fourteen (14) consecutive days.

**Section 9.1(b)** For the purpose of administration of this Article, the seven (7) day period and the fourteen (14) day period shall begin at 12:01 a.m. on Sunday.

**Section 9.1(c)** A normal workday shall consist of eight (8) hours of work to be completed within eight and one-half (8½) consecutive hours. A normal workweek for full-time employees shall consist of forty (40) hours of work within a seven (7) day workweek or a work period of eighty (80) hours within a fourteen (14) day period. Where staffing allows, the Employer shall schedule employees for consecutive days off and to provide each employee with the same shift and same hours for each day within the same work schedule. The parties recognize that variations will occur at times in order to cover unanticipated needs. The workdays and work periods as specified in this Article shall not constitute guaranteed hours of work.

**Section 9.1(d)** The Employer will continue its current practice of providing certain employees who are required to carry a beeper throughout their shift and who are regularly interrupted during a meal period with a schedule of eight (8) consecutive hours of work to be completed within eight (8) consecutive hours, thus providing a paid meal period.

**Section 9.2 REGULAR SHIFT ASSIGNMENT.** Each employee shall have a regularly assigned number of hours of a shift. Typically, these hours will either be eight (8) hours, or ten (10) hours, or twelve (12) hours. Employee written requests to work ten (10) hour shifts will be considered by the Employer in good faith and the Employer will provide a written explanation if such a request is denied. The Employer will not assign a shift of more than twelve (12) hours to any bargaining unit employee without prior notice to the Union. An innovative work schedule for an individual may be established by the Employer as long as such schedule does not displace an established shift of another employee without the

consent of the employee displaced. Where more than two employees are involved, the innovative schedule may be established when a majority of the employees affected consent.

**Section 9.2(a)** Where the Employer knows that a reassignment to a different PRMCE campus will be a regular assignment, the employee should be notified at least one week in advance.

**Section 9.3 WORK SCHEDULES.** A monthly work schedule shall be posted at least fourteen (14) days in advance of the effective date of the schedule. Employees will be notified directly of any change in the posted schedule. Except for compelling business reasons beyond the Employer's control, after the schedule is posted, individual assignment of hours of work during the period of the posting may only be changed by mutual agreement. Time off for low census shall not be considered a change in the schedule.

#### **Section 9.4 OVERTIME.**

**Section 9.4(a)** Overtime shall be compensated at the rate of one and one-half (1½) times the straight-time hourly rate of pay for all time worked beyond the normal workday of eight (8) or more hours, beyond forty (40) hours in a seven (7) day workweek or beyond eighty (80) hours within a fourteen (14) day period. All consecutive time worked in excess of twelve (12) hours (or after fourteen [14] hours for employees working twelve [12] hour shifts) shall be paid at double (2x) the employee's regular rate of pay. All hours worked on the seventh (7<sup>th</sup>) consecutive day shall be paid at time and one-half (1½) the employee's regular rate of pay provided that the seventh (7<sup>th</sup>) day overtime does not apply to employees who work the seventh (7<sup>th</sup>) consecutive day as a result of working a regular or employee requested schedule, or who trade shifts. Employees who sign up for extra shifts and work a seventh (7<sup>th</sup>) consecutive day are entitled to overtime. Any additional consecutive days worked beyond the seventh (7<sup>th</sup>) day will be paid at the appropriate rate of pay required by law and/or this Agreement. Overtime shall include shift differential if applicable. Time that is paid but not worked will not count as time worked for the purpose of determining and computing overtime.

**Section 9.4(b)** Employees are compensated for work before and after their shift and at shift's start in fifteen (15) minute increments. All overtime must be approved by the immediate supervisor or designee.

**Section 9.4(c)** Overtime will be assigned to employees within the classification where the overtime is required. The Employer will first attempt to meet overtime requirements on a voluntary basis. Overtime will be assigned to volunteers in accordance with Section 7.2. When there are no qualified volunteers available, assignment of overtime shall be on an

equitable seniority rotation basis, which takes into consideration the employee's regular work schedule and individual employee needs.

**Section 9.5 OVERTIME COMPENSATION.** When due (as described in Section 9.4[a]), overtime will be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime will not be pyramided. All provisions in this Agreement which may require the payment of one and one-half (1½) times or two (2x) times the employee's regular rate of pay will be considered as overtime whether designated as overtime or premium pay. Time that is paid for at the overtime rate, except for hours worked on a holiday, will not count as time worked for the purpose of determining and computing overtime.

**Section 9.6 CALCULATION OF EMPLOYEE TIME.** Employee time shall be paid rounded up or down to the nearest quarter hour.

**Section 9.7 MEAL/REST PERIOD.** Except as provided in Section 9.1(d), all employees shall receive an unpaid meal period of one-half (½) hour. Employees required by supervision to work during this meal period shall be compensated for such work at the appropriate rate of pay. All employees shall be allowed the equivalent of two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. Employees working twelve (12) hour shifts will receive the equivalent of three fifteen (15) minute paid breaks. Breaks may be taken intermittently and will be administered in accordance with applicable law including the Washington Administrative Code. It is not the intention of the parties to change the current practice of allowing employees a total of fifteen (15) minutes for a rest break.

**Section 9.8 ADDITIONAL HOURS.** Assuming skill and competency are not an issue, the Employer will first offer additional scheduled hours to qualified employees within the classification and department who have lost hours due to involuntary low census during the current or prior posted work schedule, whose hours have been mandatorily reduced or part-time regular employees wanting to work additional hours and who have submitted a written request for additional hours. Subject to scheduling requirement and the qualifications required of the task to be performed, regular part-time employees who notify their supervisor in writing prior to the posting of the work schedule that they want extra hours within their classification and department for that schedule shall be given an opportunity to work extra available hours prior to calling in on-call employees. Additional hours will only be assigned if the employee is able to work the hours on a straight-time basis without incurring overtime.

Bargaining unit employees in a department with un-filled hours on the monthly work schedule when posted shall be provided at least seven (7) calendar days after the posting and prior to the beginning of the posted

schedule to sign-up to work such available hours. All assignments of work to cover these unfilled hours shall be by seniority in accordance with this Agreement.

**Section 9.9 REST BETWEEN SHIFTS.** In scheduling work assignments, the Employer will make a good faith effort to schedule each employee with at least twelve (12) hours off duty between shifts, excluding education, committee meetings, staff meetings and standby, unless such time is mandatory. In the event an employee is required to work a scheduled shift with less than twelve (12) hours off duty between scheduled shifts, all time worked within the twelve (12) hour period shall be at the premium rate of time and one-half (1½). This provision shall not apply to employees on an agreed alternative work schedule that does not include a twelve (12) hour rest between shifts or to employees who volunteer to work an extra shift in addition to the originally posted schedule. Employees who advise the Employer in writing that they would like extra shifts as they become available in the future will be considered volunteers.

Employees who work continuously beyond an employee's end of their regular shift, will receive the premium rate of pay for all time worked on their subsequent shift which is within twelve (12) hours of the time the employee left work after working the extra hours at the end of their shift the day before.

Employees who are scheduled on-call/stand-by shifts at the time of the posting of their regular work schedule, and who are called in to work during the 12 hour period following their regular work shift and who then work their next regular work shift within 12 hours of the time they left work after being called in, will at the beginning of their next regular shift be paid at the premium rate for a period of time equal to the actual number of hours the employee worked on-call.

Employees working a schedule of a ten (10) hour or twelve (12) hour regular work day will have a ten (10) hour rest between shifts.

**Section 9.10 SHIFTS.**

**Section 9.10(a) DAY SHIFT.** Any shift where the majority of regularly scheduled hours are between 6:30 a.m. and 3:00 p.m.

**Section 9.10(b) EVENING SHIFT.** Any shift where the majority of regularly scheduled hours is between 2:30 p.m. and 11:00 p.m.

**Section 9.10(c) NIGHT SHIFT.** Any shift where the majority of regularly scheduled hours is between 10:30 p.m. and 7:00 a.m.

**Section 9.10(d) SHIFT DIFFERENTIAL.** Where the majority of hours

worked, excluding overtime, occur in the periods designated as evening, or night shift, employees will be paid shift differential for all hours worked on that shift where the hours are evenly divided, the higher rate shall apply to all hours. Shift differential shall be considered a part of an employee's regular rate, if the employee is regularly assigned to the shift, unless this Agreement specifically provides otherwise.

**Section 9.10(e) SHIFT ROTATION.** If temporary shift rotation (days evenings, nights, weekends) is necessary, volunteers will be sought first. If there are insufficient volunteers, shift rotation will be assigned to the least senior qualified employee in the classification and department affected who is available to work the shift at straight-time rates without a reduction of their FTE.

**Section 9.11 WEEKENDS.**

**Section 9.11(a)** 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. Where staffing allows, effort will be made to schedule every other weekend off. This Section shall not apply to part-time employees or to full-time employees who are hired for weekend shifts only or who voluntarily agree to more frequent weekend duty. 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 and Saturday night.

**Section 9.11(b)** Employees who are required to work more than two (2) weekends out of each four (4) consecutive weekends, who have worked their weekends as scheduled, will be paid at the overtime rate of one and one-half (1½) times their regular rate, including weekend premium for all such hours worked. This provision shall not apply to on-call employees, to employees whose regular schedule is for more than two (2) weekends out of four (4) weekends, or to employees who volunteer for extra weekends or who trade weekends with another employee.

Employees shall not be required to be on-call on their off weekends, if they have worked their scheduled work weekends, as scheduled. A required on-call weekend shall count as a weekend worked for this provision.

**Section 9.12 REPORT PAY.** Employees who report for work as scheduled and are released from duty by the Employer for reasons other than discipline shall receive a minimum of four (4) hours' work or four (4) hours' pay or for the scheduled number of hours for the shift, whichever is less. Should the Employer make a bona fide attempt to notify the employee of a cancellation of shift at least ninety (90) minutes prior to the start of the scheduled shift but be unsuccessful in doing so, this provision

shall not apply. It shall be the responsibility of the employee to maintain a current address and telephone number with the Human Resources Department. Failure to do so shall excuse the Employer from the notification requirement provided herein.

**Section 9.12(a)** The Employer will make a good faith effort to contact an employee at least ninety (90) minutes prior to the start of their scheduled shift in the event the shift is to be canceled due to low census or other reasons.

**Section 9.12(b)** Employees required to report to work for staff meetings, training or other similar circumstances (i.e., mandated meetings) shall be compensated for such duty with not less than ninety (90) minutes of pay at the employee's regular rate of pay unless overtime is required. This shall not apply to meetings immediately following or immediately before an employee's scheduled shifts.

**Section 9.13 STANDBY/LOW CENSUS.** 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 (\$3.50) per hour for each hour on standby. If the employee is called in from standby to work, the employee will receive a minimum of 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.** 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 (\$3.50) 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.

## ARTICLE 10

### SALARY AND COMPENSATION

#### Section 10.1 WAGE SCHEDULE.

All employees shall be classified and paid in accordance with the schedule set forth in Appendix "A" which is attached hereto and made part of this Agreement. This Agreement shall not preclude the Employer, at its option, from paying more than the contract rate of pay.

**Section 10.2 SHIFT DIFFERENTIAL.** Employees working the evening shift (2:30 p.m. – 11:00 p.m.) shall be paid \$2.00 per hour in addition to the straight-time hourly rate of pay for hours worked on such shift. Employees working the night shift (10:30 p.m. – 7:00 a.m.) shall be paid \$3.00 per hour in addition to the straight-time hourly rate of pay for hours worked on such shift. An employee shall be paid the appropriate shift differential where the majority of hours worked, excluding overtime, occur in the periods designated as evening or night shift per Sections 9.10(b) and 9.10(c). Day shift shall be defined as 6:30 a.m. – 3:00 p.m.

**Section 10.3 WEEKEND DIFFERENTIAL.** Employees will be paid a premium of \$2.00 per hour for each hour worked on the weekend.

**Section 10.4 PAY FOR WORK IN HIGHER CLASSIFICATION.** Any employee who is required to perform the work of a higher classification within the bargaining unit for one-half ( $\frac{1}{2}$ ) of their shift or more shall be paid at that rate consistent with the employee's current step on the wage scale for the entire shift. Employees performing duties in a lesser paid classification on a temporary basis shall not suffer a reduction in pay.

**Section 10.5 LEAD PAY.** Employees assigned lead responsibilities by the Employer shall receive \$1.75 per hour in addition to the regular rate of pay for the hours assigned.

**Section 10.6 WORK ON AN UNSCHEDULED DAY.** Full-time employees not on-call who are called to work on an unscheduled day shall be paid time and one-half ( $1\frac{1}{2}$ ) for the first two (2) hours worked. Straight time shall be paid for any additional hours. Travel time to and from the Hospital shall not be considered time worked.

**Section 10.7 TRAINING PAY.** An employee who is assigned the responsibility for planning, organizing and evaluating the new skill development of an employee newly hired, or newly assigned to a classification in which the trainer is qualified to train will receive training pay. Any employees responsible to train fellow employees shall receive one dollar and twenty-five cents (\$1.25) per hour premium pay for all

training hours.

Inherent in the trainer role is the responsibility for specific criteria based and goal directed education and training for a specific period of time. Management will determine the need for training, if any. The Employer recognizes that generally taking an assignment, as trainer is voluntary.

It is agreed that all employees have a responsibility for orienting new employees and employees newly assigned to a classification.

Training of employees should usually be assigned to the lead and the training pay shall be in addition to lead pay.

**Section 10.8 MILEAGE.** Whenever an employee is required to work in more than one (1) location during the same day, travel time between locations shall be regarded as time worked up to the end of the employee's workday. Allowable travel expenses shall be reimbursed in accordance with PRMCE policy.

**Section 10.9 PRESENT CONDITIONS.** No employee shall be subject to a reduction in wage rates because of application of this Agreement so long as the employee remains in the same classification.

**Section 10.10 JOB TITLE CHANGES.** A change in job title with no material change in duties shall not affect an employee's tenure, seniority, pay level or rate of benefit accrual.

**Section 10.11 TRANSFER.**

**To Related Job Classification** – Higher, Same or Lower Rated Position: Employee shall be placed at the same step.

**To Non-Related Classification** – Higher Rated Position (defined by base rate): Employee will go to the step that provides an increase to the employee's base rate. Same or Lower Rated Position: The employee will be placed at the same step.

**Transfer Back to Same Position Within 12 Months** – Employee will move back to the step they were on before they transferred, receiving experience level advancement credit for all hours paid plus low census hours.

**Delayed Transfer** – If due to a managerial decision transfer is delayed, an employee selected for transfer will be eligible for the new pay rate no later than the beginning of the third full pay period following selection.

**Section 10.12 CHANGES IN PAY.** Changes in wages and/or premiums

will take effect on the day of the beginning of the first full pay period on or after the calendar dates designated.

## ARTICLE 11

### HOLIDAYS

**Section 11.1** Regular pay including differential shall be granted to all full-time employees for each of the following actual holidays. Regularly scheduled part-time employees who do not elect pay in lieu of benefits shall be granted holiday time on a pro rata basis in proportion to hours worked.

New Year's Day	- January 1 <sup>st</sup>
Presidents' Day	- Third Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4 <sup>th</sup>
Labor Day	- First Monday in September
Thanksgiving Day	- Fourth Thursday in November
Christmas Day	- December 25 <sup>th</sup>

**Section 11.2** All employees required to work on the actual holiday shall be paid time and one-half (1½) their regular rate of pay. Overtime worked on a holiday shall be paid at time and one-half (1½) the employee's regular rate. The parties agree that holiday pay is not paid to employees who work on an observed (not the actual) holiday.

**Section 11.3** It is agreed, to the extent staffing permits as determined by the manager, that Thanksgiving, Christmas, New Year's Day, Memorial Day, Independence Day, President's Day and Labor Day shall be rotated year to year by the Hospital on a holiday by holiday basis. When an employee works one or more of these holidays, then the following year, subject to staffing, the employee will not be required to work the same holiday(s).

**Section 11.4** Night employees are to receive holiday pay when at least fifty percent (50%) of the scheduled hours of the employee's shift occur on the holiday date.

**Section 11.5 HOLIDAY SUBSTITUTE.** An employee may trade off any of the holidays granted in Section 11.1 for another recognized holiday that is more important to the employee's personal belief system; i.e., Yom Kippur, Easter, etc., by giving the Employer at least four (4) weeks' prior notice to the work schedule posting in which the substitute falls.

**Section 11.6 UNOBSERVED HOLIDAYS.** With the exception of an observed or actual holiday, if a department is closed on a day when it

would normally be open such as the Friday after Thanksgiving, the employees will be provided the opportunity to exercise one of the following three options:

- 1) Impacted employees may ask their Manager to be assigned comparable work which, if available as determined by the Employer, will be paid at the appropriate non-holiday rate of pay; or
- 2) The employee may take unpaid time off and accrue seniority hours;  
or
- 3) The employee may use accrued PTO.

## **ARTICLE 12**

### **PAID TIME OFF/EXTENDED ILLNESS BANK**

**Section 12.1** The Employer provides eligible employees with the opportunity to have paid time off for various reasons including vacation, holiday, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Policies which regulate the use of PTO and EIB, are specifically described in HR Policy Paid Time Off and HR Policy Extended Illness Bank.

The Employer will provide a short-term disability and paid parental leave benefit effective the first full pay period following January 1, 2020. Participation shall be subject to specific plan eligibility requirements.

**Section 12.2 PTO/EIB TRANSITION.** Prior to the first pay period following January 1, 2020, employees with an FTE status of 0.5 or above are eligible to accrue PTO and EIB hours. After the first full pay period following January 1, 2020, employees with a FTE status of 0.5 or above are eligible to accrue PTO hours only. Between ratification of this Agreement and the first full pay period following January 1, 2020, new employees accrue but may not use PTO or EIB days during the first ninety (90) days of employment except unless a recognized legal holiday falls in this period. In this case new employees may use PTO time for the holiday. PTO or EIB is not earned or accrued when employees are on leave of absence or layoff (unless required by Federal or State Law).

After the first full pay period following December 31, 2019, this section shall only apply to PTO, as no EIB accrual will occur after that date. All existing EIB accruals for then current bargaining unit employees shall be frozen as of the end of that pay period.

**Section 12.3 PTO ACCRUAL.** Through the first full pay period following December 31, 2019, PTO and EIB hours are accrued on all hours paid

(i.e., PTO and/or EIB hours paid accrue hours), up to a maximum of eighty (80) hours paid in every pay period (2,080 hours per year). Part-time employee's accrual will be pro-rated on hours paid (excluding standby) up to eighty (80) hours. Employees may not accrue PTO/EIB on "standby on-call hours." PTO and EIB shall be paid at the employee's regular rate of pay. After the first full pay period following December 31, 2019, this section shall only apply to PTO, as no EIB accrual will occur after that date.

After the first full pay period following December 31, 2019, employees who were hired or changed status into a benefits eligible position on or after January 4, 1998 or who elected this plan during its initial implementation will accrue PTO based on the following schedule:

<u>PTO Credited Years of Service</u>	<u>PTO Plan Year Accrual</u>
Upon Hire	23 Days (184 Hours)
Beginning with 4 <sup>th</sup> Year	28 Days (224 Hours)
Beginning with 6 <sup>th</sup> Year	29 Days (232 Hours)
Beginning with 8 <sup>th</sup> Year	30 Days (240 Hours)
Beginning with 10 <sup>th</sup> Year	31 Days (248 Hours)
Beginning with 12 <sup>th</sup> Year	32 Days (256 Hours)
Beginning with 13 <sup>th</sup> Year	34 Days (272 Hours)
<u>EIB Credited Years of Service</u>	<u>EIB Plan Year Accrual</u>
Upon Hire	6 Days (48 Hours)

After the first full pay period following December 31, 2019, employees who were hired before January 4, 1998, will accrue PTO based on the following schedule:

<u>PTO Credited Years of Service</u>	<u>PTO Plan Year Accrual</u>
Upon Hire	25 Days (200 Hours)
Beginning with 4 <sup>th</sup> Year	33 Days (264 Hours)
Beginning with 6 <sup>th</sup> Year	34 Days (272 Hours)
Beginning with 8 <sup>th</sup> Year	35 Days (280 Hours)
Beginning with 10 <sup>th</sup> Year	36 Days (288 Hours)
Beginning with 12 <sup>th</sup> Year	38 Days (304 Hours)
Beginning with 13 <sup>th</sup> Year	40 Days (320 Hours)
<u>EIB Credited Years of Service</u>	<u>EIB Plan Year Accrual</u>
Upon Hire	6 Days (48 Hours)

Starting January 1, 2020, employees who were hired or changed status into a benefits eligible position on or after January 4, 1998, will accrue PTO based on the following schedule:

Years of Service	PTO per Hour Worked	PTO-Safe Sick Leave	Maximum per Pay Period	Annual Accrual: Full-time Hours per Year**	Annual Accrual: Number of 8 Hour Days per Year	Total Maximum Hours Account/ Carry Over***	Maximum Days Accrual/ Carryover (8 hrs)
Less than 3 years	0.063	0.033125	7.69	200	25	300	37.5
3 to less than 5 years	0.074625		8.62	224	28	336	42
5 to less than 10 years	0.08225		9.23	240	30	360	45
10 to less than 15 years	0.094		10.17	264	33	396	49.5
15 or more years	0.1015		10.77	280	35	420	52.5

\*PTO-Safe/Sick is included in your PTO balance, and is earned at a rate of one (1) hour for every thirty (30) hours compensated.

\*\*Accrual amounts pro-rated if less than a one (1) FTE

\*\*\*The Total Maximum Hours Account/Carry Over and Maximum Days Accrual/Carryover include up to 108 hours of PTO Safe/Sick time. Pursuant to state law, PTO-Safe Sick accruals are not capped. PTO-Safe Sick continues to accrue throughout the year. However, no more than 108 hours of PTO-Safe Sick may be carried over to the following calendar year.

**Section 12.4 PTO PROCEDURES/USAGE.** 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 - 1/15/2019 bidding period for 2/1 - 1/31/2020 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.
- (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.

**Section 12.5 PTO REQUESTS.** PTO requests for time during holiday periods shall be assigned on a rotational basis in a department. Vacations shall normally be taken in increments of one (1) week or more.

**Section 12.6 USE OF PTO BALANCES.** Negative balances may not be incurred. Employees must use accrued PTO hours for vacations and holidays with the advance approval of their supervisor. Department needs and work requirements shall be taken into consideration. Preference will be given to employees' requested time off whenever possible. PTO may be scheduled in increments of at least one (1) hour; however, employees are encouraged to take PTO in increments of at least one (1) week. Beginning the first full pay period following January 1, 2020, PTO may also be used to supplement any short-term disability benefit or paid parental leave up to one-hundred percent (100%) of regular pay, following a seven (7) calendar waiting period during which PTO or EIB (if available) may be used for any regularly scheduled shift falling within that seven (7) calendar day period.

**Section 12.7 EXTENDED ILLNESS BANK.** Any accrued EIB hours may be used for days off work due to illness or injury, after the employee has been off the shorter of two (2) workdays scheduled or sixteen (16) hours. If an employee is hospitalized as an in-patient during an illness or injury, or has outpatient surgery requiring three (3) or more days of recovery before returning to work, EIB may be used from the first day of absence. In the case of catastrophic illness, such as cancer, which requires follow-

up treatment, EIB may be used to cover such treatment. In the event of an occupational illness or injury, PTO and/or EIB (on the third consecutive work day) may be used at the employee's request, for lost work time not covered by Workers' Compensation Insurance. It can be integrated with Workers' Compensation to the extent available to continue normal earnings. Employees may use EIB for approved continuous or intermittent federal or state leave of absence to care for a family member's illness and/or injury.

Starting the first full pay period following January 1, 2020, after a seven (7) calendar day waiting period, employees with accrued EIB may use it to "top off" approved short-term disability for their own illness or injury. Employees who have exhausted or do not have accrued EIB may use PTO to "top off" their approved short-term disability benefit.

**Section 12.8** Through the first full pay period following December 31, 2019, EIB hours accrue on an ongoing basis up to a maximum accrual of 1,040 hours. Upon retirement from the Sisters of Providence retirement plan, 25% of the EIB balance should be paid out.

**Section 12.9** Employees may be required to submit satisfactory evidence of injury, illness, or disability for themselves or a dependent child, ill spouse or parent as a condition of payment of EIB benefits if a pattern of absenteeism has developed.

**Section 12.10** Employees are expected to notify their supervisor as soon as possible prior to the start of their scheduled shift when it is known that they will be unable to work due to illness or disability, (whether personal or due to the need to care for a dependent child, ill spouse or parent). Notice shall be given at least one and one-half (1½) hours before a day shift and three (3) hours before evening or night shifts unless physically unable to do so.

**Section 12.11(a)** At the end of the plan year (October of each year) employees shall select to:

- a) Carry over up to the maximum allowed as stated in Section 12.3 of their PTO plan year accrual into the next year,
- b) Cash out any unused PTO, or
- c) A combination of the above options.

The employee must indicate these options in writing no later than the end of each PTO Plan year. This option once made is irrevocable for that plan year. If an election is not received by the defined due date each year, Providence will carry over the maximum amount of PTO allowed and cash out the remainder to the employee.

**Section 12.11(b)** Employees may request an extension to this PTO carry-over provision under special circumstances. Extensions up to ninety (90) days will be authorized if an employee is not allowed due to department staffing situations or unexpected projects. Employees must request the extension from their supervisor. The supervisor needs to forward the approved request to the Human Resources Department prior to the end of the plan year. If an employee is unable to use their excess PTO balance during this extension period, the hours will be cashed out.

**Section 12.11(c)** Illness/Injury PTO hours must be used for the first two (2) consecutive work days off (or sixteen [16] hours) due to illness or injury.

**Section 12.12** Following six (6) months of employment, upon termination, retirement, or transfer to per diem or on-call status, one hundred percent (100%) of all eligible accrued PTO hours will be paid out. Employees who fail to give proper notice of termination or whose employment is terminated for reasons of (or normally defined as) criminal misconduct will forfeit PTO pay.

## **ARTICLE 13**

### **INSURANCE/RETIREMENT**

**Section 13.1 INSURANCE**. The Employer provides eligible employees with specific choices in determining both the type and level of benefits that best meets the needs of each eligible employee and his/her family. Employees covered under this Agreement will continue to participate in the Employer's plan of flexible benefit insurance as that plan applies to all other employees of the Employer.

**Section 13.2 BENEFIT ELIGIBILITY**. Medical, dental and vision insurance will be offered on the first day of the month following the date of hire to all employees who on that date are assigned a 0.5 FTE or higher. When an employee with less than a 0.5 FTE transfers to a position of 0.5 FTE or higher, insurance will be offered the first day of the month following the date of transfer.

**Section 13.2(a) MEDICAL PREMIUM**. Premiums paid by the Employer (based on core plan) will be based on benefit eligibility (0.5 – 1.0 FTE).

**FTE 0.75 – 1.0:** Employees in assigned FTEs of 0.75 – 1.0 will receive benefits at no premium cost for the employee portion of the core plan (the Health Savings Medical Plan (HSA)) provided employees participate in the Employer's wellness initiative program. The Employer will pay a minimum of seventy percent (70%) of the premium cost of dependent benefits for

the core medical plan provided adult dependents participate in the wellness initiative. The Employer will also contribute a minimum of thirty percent (30%) of the premium cost for the core dental plan.

FTE 0.5 – 0.74: Employees in assigned FTEs of 0.5 - 0.74 will receive benefits equal to at least seventy percent (70%) of the premium cost received by .75 – 1.00 FTE employees for the core plan. The Employer will cover fifty percent (50%) of the premium cost of dependent benefits for the core medical plan and twenty-five percent (25%) for the core dental plan. Employees will be responsible for the portion of dependent medical and dental; premiums not paid by the Employer.

**Section 13.3 OTHER INSURED BENEFITS.** The Employer shall offer life insurance, accidental death and dismemberment, and long-term disability plans designated by the Employer on the first day of the month following the date of hire or transfer to all employees who on that date are assigned a 0.5 FTE or higher.

**Section 13.4 PHYSICAL EXAMS.** The Employer shall arrange to give any tests required by state or federal law at no cost to the employees.

**Section 13.5 WORKERS' COMPENSATION AND UNEMPLOYMENT COMPENSATION.** The Employer will provide Workers' Compensation Insurance and Unemployment Compensation as required by law.

**Section 13.6 RETIREMENT PLANS.** Employees covered by this Agreement shall be eligible to participate in the retirement plan of the Sisters of Providence as that plan may be amended from time to time.

**Section 13.7 CHANGES IN INSURANCE AND RETIREMENT PLANS.** As the Employer may from time to time make modifications in the benefit and retirement plans, employees and the Union will be notified as soon as possible and be given at least thirty (30) days' advance notice before implementation of any change. The Employer and the Union will jointly review the proposed changes and will include in its review data on usage rates and rate changes.

## ARTICLE 14

### **LEAVES OF ABSENCE**

**Section 14.1** Employees are required to use all applicable PTO/EIB on any leave of absence, except worker compensation. PTO and EIB will be used according to the employee's assigned FTE at the commencement of the Leave.

**Section 14.2 PERSONAL LEAVE.** All personal leaves of absence must

be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request and stating the conditions of the leave of absence shall be given by the Employer within fourteen (14) days. All leaves of absence shall be without pay (except as provided in Section 14.1) unless specifically provided for herein or agreed to by the Employer. The denial of a request for a leave of absence shall not be subject to grievance or arbitration. If the employee returns from a leave of absence lasting twelve (12) weeks or less, the employee shall be placed in his/her former position. If the employee returns from a leave of absence lasting more than twelve (12) weeks, but less than six (6) months, the employee will be offered a position, for which he or she is qualified and applies, subject to the circumstances existing at the time of return to work and may not be offered the same position as the job vacated. These commitments shall supersede the job posting procedure specified in Section 6.10 of this Agreement. Further, the salary of an employee returning from a leave of absence shall not be less than that paid prior to the granting of the leave of absence provided the employee returns to the same position from which he or she took leave.

**Section 14.3 MATERNITY LEAVE.** A maternity leave of absence shall be granted upon request of an employee for the period of time that the employee is sick or temporarily disabled due to pregnancy or childbirth. All leaves of absence shall commence on the first day of absence from work. If the employee's absence does not exceed the actual period of disability due to pregnancy or childbirth, the employee is entitled to return to work with the same unit, shift and FTE status. The employee may use accrued EIB and PTO during the maternity leave. The employee may be asked to provide a statement from her health care provider verifying the period of physical disability and her fitness for duty. Employees on approved maternity leave who are not eligible for Family and Medical Leave will have the option of continuing their group medical coverage at their own expense during a maternity leave.

**Section 14.4 HEALTH LEAVE.** After six (6) months of continuous employment, a leave of absence for health reasons may be granted upon the recommendation of a physician for the period of disability, up to six (6) months, without loss of accrued benefits to the date such leave commences. Such approval will not be unreasonably withheld. All leaves of absence shall commence on the first day of absence from work. An employee must take accrued PTO/EIB during the leave of absence. The Employer will make reasonable efforts to hold the employee's job open for a leave of absence not exceeding twelve (12) consecutive weeks per year. If the employee is unable to return at that time, the employee will, thereafter, be offered the next available comparable position for which the employee applied and is qualified. Refusal to accept a comparable position will result in termination of the employee.

If the leave request is granted, this leave shall run concurrently with FMLA (if the employee is eligible for FMLA) and the employee shall return to work to the same classification and FTE status if the employee's absence does not exceed that allowed under FMLA.

Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position. Employees on approved health leave who are not eligible for Family and Medical Leave will have the option of continuing their group medical coverage at their own expense.

**Section 14.5 FAMILY AND MEDICAL LEAVE.** As required by federal law, upon completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months, shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the Employer's contribution to employee's health benefits during this leave (employees are required to pay to their contributions for dependent coverage to maintain this insurance) and shall reinstate the employee to the employee's former or equivalent position including the same unit, shift and FTE, at the conclusion of the leave. The employee shall accrue seniority during this leave and receive any contractual wage increases that may apply.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal and state law and shall not be more broadly construed. The employee may elect or the Employer may require the employee to use any accrued paid leave time during the leave of absence for which the employee is eligible under the Employer's policies. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

**Section 14.6 WASHINGTON STATE FAMILY CARE LEAVE.** As required by state law, if the employee is entitled to PTO or EIB, then the employee shall use the employee's choice of PTO or EIB to care for:

- a) A child of the employee with a health condition: or
- b) A spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

An employee may not take leave under this provision until it has been earned. Except for the choice of leave, the employee taking leave under the circumstances described herein must comply with applicable policies, including physician certification of health condition and the requirement to use PTO first for each call in. (WAC 296-130-030)

**Section 14.7 BEREAVEMENT LEAVE.** Leave of up to three (3) regularly scheduled shifts, with a maximum of twenty-four (24) hours with pay to be taken within a seven (7) calendar day period will be allowed for death in the employee's immediate family and two (2) additional days of available PTO if requested by the employee. "Immediate family" shall include: grandparent, parent, step parent, spouse (equivalent), brother, sister, step sibling, child, step child, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law and any dependent relative living in the employee's household. Unpaid time off will be allowed for employees who have elected pay in lieu of benefits.

**Section 14.8 MILITARY LEAVE.** Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted in accordance with applicable law.

**Section 14.9 WITNESS LEAVE.** Any employee who is called to be a witness on behalf of the Employer or to testify concerning issues that arose during the course of their employment shall be paid for such time at the straight time rate of pay, including any applicable shift differential. In the event that an employee is subpoenaed to testify in any other judicial proceeding, the employee will be allowed time off with the use of PTO, as required by the subpoena.

**Section 14.10 JURY DUTY.** Full-time and part-time employees who are required to serve on jury duty shall be compensated by the Employer up to four (4) weeks. The employee must notify his/her Department Manager and provide a copy of the summons as soon as possible so that arrangements can be made to cover the position during the intended absence. The employee's payroll record must indicate that the employee is serving on jury or witness duty. The straight time rate of pay, including any applicable shift differential, will be given for the number of hours of the employee's regular schedule for each scheduled work day missed, providing that the employee submits proof of jury duty service.

Employees must report daily directly to their manager or follow the department's unscheduled "day off" guidelines regarding their obligation to report for jury duty the next day. An employee working the evening shift will be released from his/her shift on the day of jury duty. An employee working nights will be released either the shift ending on the day jury duty begins or the shift beginning on the day jury duty ends, as the employee may request.

**Section 14.11 EDUCATION LEAVE.** Employees who attend workshops and educational meetings at the direction of the Employer shall be paid the actual hours of the presentation for attendance at the applicable rate of pay. In addition, all Employer approved expenses for such workshops or meetings shall be paid by the Employer. Pay and reimbursement for educational workshops and meetings shall be in accordance with PRMCE policy.

**Section 14.12 UNION LEAVE.** Leave without pay shall be granted upon request of an employee for Union business or educational conferences and workshops, subject to staffing needs as determined by the employee's manager.

**Section 14.13** Failure to return from a leave of absence as agreed, without prior written authorization, shall be considered an automatic resignation.

**Section 14.14 BENEFITS AND STATUS.** Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Employer. An employee on a leave without pay shall not lose seniority during the leave of absence. Medical/dental coverage shall be continued for an employee during a leave of absence providing the employee prepays any required amount necessary for the period of the leave.

**Section 14.15 INDUSTRIAL ACCIDENT LEAVE.** Employees may use PTO and EIB to supplement Workers' Compensation to equal the employee's regular rate of pay. FMLA, where applicable, runs concurrently with Industrial Accident Leave. An employee will either be returned to his/her former position, or placed in a comparable position, following a full duty release to return to work within six (6) months of the date of injury. Employees who return to work between six (6) and twelve (12) months from date of injury shall be placed in the next comparable FTE (within .2) position for which the employee has the skills and ability to perform and to which their seniority entitles them. The employee's rate of pay upon returning from an industrial accident leave will be appropriate for the position for which they are placed and will include any contractual increases that may have occurred. An employee's time off taken for an initial injury will count as time off in any re-injury of the condition causing the initial leave, if the re-injury occurs within thirty six (36) months of the employee's return to normal duty. Light duty work assignment shall count as leave time.

The Employer will actively assist an employee unable to return to his/her previously held position in finding alternative employment for those positions which the employee applies for with PRMCE.

**Section 14.16 RETURN TO WORK.** Employees who indicate their availability to return to work on a timely basis in accordance with an approved leave of absence agreement, if not entitled to their prior position, upon application shall be entitled to the first available comparable opening for which the employee is qualified and to which their seniority entitles them.

**Section 14.17 CATASTROPHIC EVENTS.** Up to five (5) days of unpaid time off may be allowed for verifiable catastrophic events outside the employees' control. Such requests shall not be unreasonably denied. Verifiable catastrophic event means a disaster such as 9/11 or Hurricane Katrina.

## **ARTICLE 15**

### **CLASSIFICATION OF POSITIONS**

Should new jobs be created or the job description of present classifications substantially change, the Employer and Union shall negotiate the classification of such new jobs to indicate the nature of the work performed and place such job in a pay range with other jobs requiring comparable skill and responsibility. An employee may request of his or her supervisor at any time that his/her employment status or the classification of his/her position be reviewed. The Employer will act promptly on requests for reclassification and advise the employee within thirty (30) days as to the decision of such request.

The matters within this Article are not subject to Article 8, Grievance and Arbitration.

## **ARTICLE 16**

### **EDUCATION, TRAINING, CERTIFICATION AND LICENSES**

**Section 16.1 IN-SERVICE.** In-service education programs shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will include whether attendance is mandatory. Time spent at mandatory in-service meetings or inter-department or position meetings scheduled by the employee's manager will be paid at the appropriate rate of pay.

**Section 16.2 PROFESSIONAL DEVELOPMENT.** 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.

**Section 16.3 EXPENSES**. 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**. 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 - 0.89 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 16.5 CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT EXPENSES**. Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition 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.

<u>FTE</u>	<u>Dollars</u>
0.8 - 1.0	\$300.00
0.6 - 0.7	\$150.00
0.3 - 0.5	\$100.00
0.1 - 0.2	\$50.00

## **ARTICLE 17**

### **NON-DISCRIMINATION**

**Section 17.1**. The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable laws, against any employee by reason of race, color, religion, creed, sex, national origin, age, marital status, sexual orientation or sensory, mental or physical handicap, subject to occupational requirements and ability to perform within those requirements or because of any Union-related activity. The matters set forth herein shall be interpreted consistent with

the requirements of the Employer under applicable law.

**Section 17.2 GENDER NEUTRAL.** Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

## **ARTICLE 18**

### **HEALTH AND SAFETY**

**Section 18.1** The Employer will maintain a safe and healthful workplace in accordance with state, local and federal safety regulations and laws. Employees are encouraged to report unsafe and/or unhealthy conditions to their supervisor and shall not be disciplined for making these reports.

**Section 18.2** The Employer will address any on-the-job health and safety issue(s) brought forward by employees. The Employer shall fully comply with employment accommodations and all other employee related provisions required by the Americans with Disabilities Act (ADA).

**Section 18.3** The Employer shall maintain a Health and Safety Committee composed of employee and Employer representatives. This Committee shall meet on a regular basis, at least quarterly each year, to investigate health and safety issues and to advise the Employer of educational and preventative health measures for the workplace and its employees. Such meetings shall be considered time worked for all bargaining unit participants.

**Section 18.4** The Employer agrees to provide scrubs and/or lab coats, twice annually, for those employees required to wear them.

## **ARTICLE 19**

### **SEPARABILITY**

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

## **ARTICLE 20**

### **SUCCESSORS**

This Agreement shall be binding upon the Employer, its successors and assigns. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any successors and assigns.

## **ARTICLE 21**

### **NO STRIKE CLAUSE**

It is agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organizations' picket line. Any employee participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to discipline up to and including discharge, as the Employer may decide. This provision shall not be interpreted to prohibit an individual employee from participating in picketing or other publicity activity engaged in by a labor organization other than the Union, so long as the employee is off work and on their own time and neither the Union nor any of its agents encouraged the employee to engage in such activity.

## **ARTICLE 22**

### **COMPLETE AGREEMENT**

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

**ARTICLE 23**

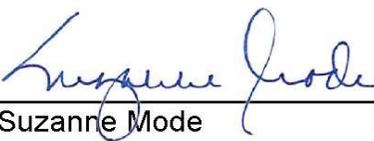
**DURATION OF AGREEMENT**

All terms and conditions of this Agreement will be effective upon execution, unless otherwise specified. This Agreement shall remain in effect through October 31, 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, 2022.

This Agreement is executed this 30th day of October 2021

**OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL NO. 8, AFL-CIO**

**PROVIDENCE REGIONAL  
MEDICAL CENTER EVERETT**

By   
Suzanne Mode  
Business Manager

By   
Darren Redick  
Chief Executive  
Providence Northwest Washington  
Service Area

By   
Kathleen Groen  
RN/Human Resources Director  
NWSA

## **APPENDIX “A” – SALARY AND COMPENSATION**

Effective the first full pay period following contract ratification:

- Continue existing step increase of approximately two percent (2%) in addition to a three percent (3%) across-the-board increase to all employees
- add Step 14 at 2.25% above Step 13; Step 15 at 2.25% above Step 14; Step 16 at 2% above Step 15.
- add Step 30 at 4% above Step 29
- 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. Increases will be distributed as equally as possible.

Effective the first full pay period following October 31, 2020. Continue existing step increase of approximately two percent (2%) in addition to a two and three-fourths (2.75) across-the-board increase to all employees.

Effective the first full pay period following October 31, 2021. Continue existing step increase of approximately two percent (2%) in addition to a two and three-fourths (2.75) across-the-board increase to all employees.

### **Market Adjustments**

Effective the first full pay period following contract ratification, the following market adjustment/upgrade increases, in addition to the across-the-board increases, will be applied:

- |                             |      |
|-----------------------------|------|
| • Assistant Client Services | 2.5% |
| • Carpenter                 | 2%   |
| • CNA                       | 5%   |
| • CNA/HUC                   | 2%   |
| • ED Tech                   | 3.5% |
| • ECG Tech                  | 5%   |
| • Equipment Tech            | 2.5% |
| • HUC                       | 2%   |
| • Lab Assistant II          | 2.5% |
| • Lab Tech                  | 2.5% |

- Painter 2%
- Scheduler (to Scheduler/Data Analysts) Pay Grade (23c) to (27)

Effective the first full pay period following April 1, 2020, the following market adjustment/upgrade increases will be applied:

- Distribution Tech I 2%
- Distribution Tech II 2%
- Distribution Tech III 2%
- Engineer 2%
- Engineer II 2%
- Receiving Tech 2%
- Records Coordinator 3%
- Records Specialist 4%

**Credited Experience.** Credited experience is defined as the employee's continuous years (with a break of no more than six months) of experience within their job classification and/or a related classification. Related classification for this purpose is tied to classifications within the same job group as set forth in Appendix "B." Only experience within the Providence Health & Services System will be considered.

**Experience Level Advancement.** Employees will receive one (1) year of experience credit for each 1872 hours paid plus low census hours or after one (1) calendar year, whichever occurs later. Time worked which is paid for at either time and one-half (1½) or double time (2X) will count only as the actual hours worked and not for the pay received. For example, an employee who works three (3) hours after the end of his shift and, therefore, receives four and one-half (4½) hours of pay for the three (3) hours, will have three (3) hours credit towards the employee's 1872 hours.

Employees whose initial placement is at a level between 10-12, 12-14, 16-18, 18-20, 20-22, 22-25 will advance to the next contract experience level (i.e. twelve, fourteen, eighteen, twenty, twenty-two, and twenty-five) based upon their initial placement on the placement matrix. For example, an employee whose initial placement level is twelve on the placement matrix will move to level fourteen on the contract experience level scale in 3744 hours or two years, whichever is later.

**New Hires - Allowance for Experience.** New employees hired based upon their experience will not be hired in at pay levels which exceed the employee's years of service in the classification. Experience in a related classification outside of Providence Regional Medical Center Everett will

not be counted for more than one year for each two years. Experience must be continuous.

**Internal Equity.** If a new employee is hired into a pay level which is greater than the employee's credited experience in that classification, the Union shall be notified within ten (10) calendar days after the employee is hired of the reason for the higher pay. The pay range for that entire job classification will be adjusted for the higher pay. The pay range for the entire job classification will be adjusted to reflect the placement of the new hire (e.g. if the new hire should be on pay level four (4) but is hired into pay level eight (8), then that wage rate becomes pay level four (4), and all employees in the job classification will be adjusted accordingly).

If the Employer determines for business reasons to provide full credit for experience, it may do so by first notifying the Union and will review files of all present employees in the classification for the purpose of ensuring the same appropriate credit for experience. Employees so affected who believe they are entitled to additional credit may appeal their placement within thirty (30) days following notification of their new placement on the wage scale. In doing so, they must provide verifiable documentation of prior experience.

**Market Competitiveness.** 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.

**ED Stocker-Distribution Tech.** This classification is retitled "Clinical Stocking Clerk" and should be related to Distribution Tech in Appendix B.

## APPENDIX "B"

### Related Classifications Under the Collective Bargaining Agreement

If employee has prior experience in any one or more of these classifications and	Transfers to any one of the positions listed below, the employee will be credited for placement on the salary range	If employee has prior experience as	Transfers to the positions listed below will be credited for placement on the salary range
222 Food Service Worker 221 Espresso Bar Worker	} 212 Caterer } 480 Diet Assistant } 855 Cook	863 Nurse Assistant 484 SSNA 485 N.A.C. 921 Medical Imaging Assistant	} 356 HUC/NAC } 298 Tele Tech } 907 HUC } 908 Rehab Unit Coord } 641 CVL Unit Coord } 650 MI Unit Coord } 495 ED Tech } 176 Program Assistant
212 Caterer 480 Diet Assistant	} 855 Cook	488 Lab Assistant 437 Phlebotomist 489 ECG Technician	} }438 Client Services Assistant }
356 HUC/NAC 908 Rehab Unit Coord 641 CVL Unit Coord 907 HUC 650 MI Unit Coord	} }911 Admitting Rep }923 Pre Admit Rep } }	488 Lab Assistant 437 Phlebotomist 438 Client Services Asst.	} }499 Assistant Lab Tech }
217 Environmental Svc Tech	}609 Facilities Tech	903 Office Assistant 189 Office Assistant	}650 Unit Coordinator }911 Admitting Rep }923 Pre Admit Rep }907 HUC }908 Rehab Unit Coord }641 CVL Unit Coord }650 MI Unit Coord
609 Facilities Tech	}203 Maintenance Engineer	624 Receptionist 266 Receptionist 188 Receptionist 780 Receptionist 280 Med Records Spl	}650 Unit Coordinator }907 HUC }911 Admitting Rep }923 Pre Admit Rep }908 Rehab Unit Coord }641 CVL Unit Coord }650 MI Unit Coord
482 Transporter	}496 Distribution Courier }825 Distribution Tech }481 Dispatcher	277 Cancer Registrar	}281 Sr. Cancer Registrar
860 Linen Supplier	}825 Distribution Tech	Scheduler	}Scheduler/Data Analyst
223 Courier	}496 Distribution Courier	Records Specialist	}Records Coordinator
		Engineer	}Engineer II
911 Admitting Rep 923 Pre Admit Rep	}650 Unit Coordinator } 908 Rehab Unit Coord } 641 CVL Unit Coord } 650 MI Unit Coord } 907 HUC	921 Medical Imaging Assistant PASC ED Tech	}908 Rehab Unit Coord }641 CVL Unit Coord }650 MI Unit Coord }495 ED Tech } 176 Program Assistant
914 Medical Records Clerk 915 Med Records File Clerk	}280 Medical Records Spl }912 Front Office Spl (MR) }913 Transcription Supt Spl		

**LETTER OF UNDERSTANDING  
BETWEEN  
PROVIDENCE REGIONAL MEDICAL CENTER EVERETT  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL  
NO. 8**

**Plant Operations Department Shift Bids:** Employees in the Maintenance Department shall bid shift changes based upon their department seniority.

The Union has represented and agreed that Maintenance is and will be the only department desiring departmental seniority for shift bid. Department seniority for shift bids will therefore not be considered for any other department.

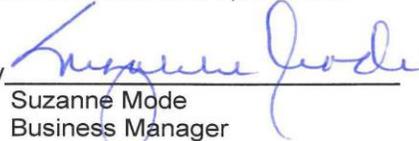
**Health Care Assessments:** The purpose of the online health assessment is to help employees find out what actions to take in order to maintain or regain personal health. It is not intended to be used to differentiate premiums among employees. The health care assessment information is confidential. The information is retained by a third party administrator. PRMCE does not have access to individual information gathered through your health care assessments and biometric screenings.

**Attendance Policy:** Employees required to leave work and/or remain at home by the Employer due to a contaminating exposure on-the-job or due to a work related illness or injury, will not receive an "occurrence" under the attendance policy.

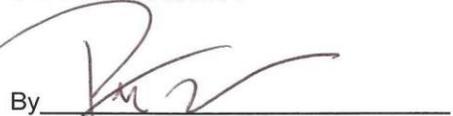
**Training:** Staff will be provided with job related safety training during orientation. Training times may vary depending on the employee's education, training and experience. Additional safety training will be provided in appropriate circumstances. PRMCE and the Union will work collaboratively to identify bargaining unit positions where Management of Aggressive Behavior (MOAB) and/or Preventing and Managing Aggressive Behavior (PMAB) training is necessary.

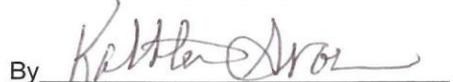
**Miscellaneous:** Bargaining Team Members will continue to accrue seniority hours while attending contract negotiations during their regularly scheduled hours of work. The Union will report these seniority hours to Human Resources on or before ratification.

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL NO. 8, AFL-CIO

By   
Suzanne Mode  
Business Manager

PROVIDENCE REGIONAL MEDICAL  
CENTER EVERETT

By   
Preston Simmons  
Chief Executive Officer

By   
Kathleen Groen  
RN/Human Resources Director HRSPS

**PRMCE – OPEIU LOCAL 8**  
**LETTER OF UNDERSTANDING – STEP INCREASE PROCESS**  
**REVISION:**

The parties agree to the following interpretation of the provisions of Appendix “A” pertaining to “Experience Level Advancement:”

1. Definitions:
  - a. “Anniversary Date” means an employee’s most recent date of hire.
  - b. “Hours Counter” is the recorded accumulation of hours (worked or paid) since a stated event.
  - c. “Transition Implementation Date: is [date to be established, at least four (4) months from March 31, 2016].
  - d. “Transition Period” is a one (1) year period beginning on the transition implementation date.
2. Between [date of execution of LOU] and the Transition Implementation Date, all employees will continue to receive their step increases as per the language in the 2012 – 2015 contract.
3. Commencing on the Transition Implementation Date, PRMCE will institute a one-time implementation process with the intent of aligning step increase dates with one’s anniversary date going forward. During the Transition Period, the following method will be followed:
  - a. Each employee in the bargaining unit will receive a step increase once they have attained (a) their anniversary date and (b) 1872 hours worked or paid since the effective date of their last step increase.
  - b. The effective date of the actual increase and the date on which the Hours Counter will be reset will be the beginning of the first pay period following (a) or (b), whichever is later.
  - c. On that date, the Next Step Increase Date will be set to the employee’s Next Anniversary Date.
  - d. The Hours Counter will be reset to the employee’s Last Anniversary Date.
    - i. This will result in a credit of hours between the employee’s Last Anniversary Date and the Current Step Increase (only for the Transition Year).

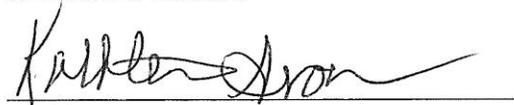
- e. For Part-time and Per Diem employees who do not meet the criteria for a step increase during the Transition Period:
  - i. The Next Step Increase Date will be set to the employee's Next Anniversary Date.
  - ii. The Hours Counter will not be reset until the employee meets 1872 hours.
  - iii. Once the employee meets both requirements to receive a step increase:
    - 1. The Next Step Increase Date will be set to the Next Anniversary Date.
    - 2. The Hours Counter will be reset to the beginning of the payroll period when the step increase occurred.
    - 3. The Hours Counter will be reset to a number of representing the difference between accrued hours and 1872 hours, instead of being reset to zero. Thus the caregiver would not lose credit for the hours that were worked beyond the 1872 requirement

Example:

Accrued Hours .....	1890
Trigger:.....	1872
Hours Counter Reset to: .....	18

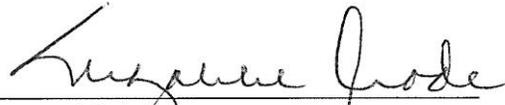
- 4. The Union acknowledges that as of the date of ratification, there are no pending grievances or unfair labor practice charges relating to interpretation of the relevant provisions of this agreement. The Union agrees that it will not file any such actions in the future challenging an interpretation of these provisions that arose prior to ratification of this LOU.

PROVIDENCE REGIONAL MEDICAL  
CENTER EVERETT



Kathleen Groen  
Human Resources Director

OPEIU LOCAL 8



Suzanne Mode  
Business Manager

**LETTER OF UNDERSTANDING  
BETWEEN  
PROVIDENCE REGIONAL MEDICAL CENTER EVERETT  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL NO. 8**

The parties agree to reinvigorate the Labor/Management Committee per Section 6.14, Labor/Management Committee. Within sixty (60) calendar days of ratification, the Labor Management Committee will reconvene and schedule training from Federal Mediation and Conciliation Services (FMCS) to cover topics such as setting agenda items, conducting effective Committee meetings and establishing problem solving methodologies. Also included in the FMCS training will be how to effectively address issues and concerns regarding staffing. The parties agree to make staffing a standing meeting agenda item.

**Staffing Concerns**

Employees who have concerns about staffing may address those concerns under the following process:

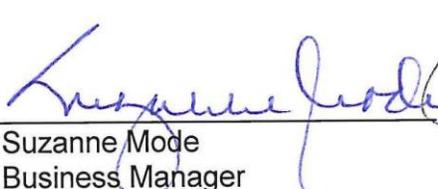
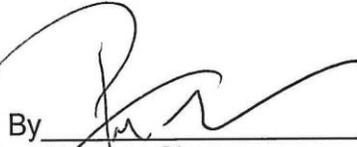
- Employee(s) who have staffing concerns (related to staffing levels or excessive workloads) are encouraged to document their concerns and address the issues directly with their supervisor/manager.
- After doing so, any employee(s) who are not satisfied with the supervisor/manager response to the staffing concern or if the employee(s) does not receive a response within twenty-one (21) calendar days, they may take their concerns to their Union Representative to request the issues be taken to the Labor/Management for inclusion on a meeting agenda.
- Up to two employees from any department affected will attend a Labor/Management Committee meeting, at a time when approved for the agenda, to discuss their concerns.
- The Labor/Management Committee shall discuss the concerns and shall make written recommendations to the Director of the impacted or affected department and the Human Resources Director on ways to resolve the issues. Responses to the recommendations will be presented to the Labor/Management Committee members in writing within thirty (30) calendar days of receiving the recommendations.

PRMCE may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor/Management Committee; or, an employee who notifies the Labor/Management Committee or hospital administration about concerns about staffing.

This Agreement is executed this 31<sup>st</sup> day of October, 2016.

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL NO. 8, AFL-CIO

PROVIDENCE REGIONAL MEDICAL  
CENTER EVERETT

By  By   
Suzanne Mode  
Business Manager  
Preston Simmons  
Chief Executive Officer

By   
Kathleen Groen  
RN/Human Resources Director HRSPS

**LETTER OF UNDERSTANDING  
BETWEEN  
PROVIDENCE REGIONAL MEDICAL CENTER EVERETT  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL NO. 8**

**Access**

Union representatives must sign in and sign out for each visit;

Except as identified below, Union representatives have access only to areas open to the general public (cafeteria, lobby, public hallways);

Employees will not be interrupted or disturbed while they are working;

Patient care will not be interrupted;

Other than as provided below, Union representatives will not enter break rooms, locker rooms or employee-only meetings, provided, however, the Union does not waive any rights it has under Section 9(a) of the NLRA;

Union representatives will have access to new employee orientation meetings;

The Hospital has agreed to schedule conference rooms for Union meetings upon request and in accordance with policy;

Union representatives on visits to bargaining unit work areas for the purpose of investigating work conditions must provide advance notice as soon as practicable to Human Resources at reasonable times to include the time of the visit, its purpose and the location to be accessed:

- Hospital escort may be provided if appropriate
- Union representatives must comply with all rules, safety, health and otherwise, that apply to vendors, visitors or members of the public who have access to these areas
- No access is permitted to patient care areas without proper escort.

**Distribution**

Union Representatives are permitted to bring materials to the cafeteria or pre-scheduled meeting rooms for employees to pick up on their non-work time or to provide to shop stewards for their distribution in accordance with the contract, but these materials will not be left in unattended stacks or given to employees who are working;

Shop stewards and designated bargaining unit members – during their

non-work time, may distribute fliers directly to employees who are in non-work areas (e.g. cafeteria or break area) on non-work time provided the distribution does not interfere with patient care or disturb operations. Printed materials may be placed in the designated bins that will be placed in the break rooms for Distribution, Environmental Services, Food Service and Transporters. In the following units (Labs (except Mill Creek), Admitting, Medical Records and Family Maternity Center), printed materials may be placed in the designated container for the unit employee mailbox area;

The Hospital will not remove Union materials from the designated bins or containers;

No materials of any kind will be taped to the walls;

Materials will not be distributed via employee mail boxes;

Unless as provided herein, materials will not be left in unattended stacks – if they are, the Hospital may remove them;

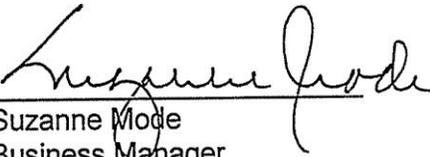
The Hospital agrees to provide a wall-mounted container to hold official Union fliers adjacent to the Union bulletin board on each campus.

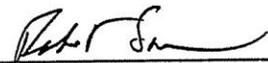
**Agreement**

This Protocol Agreement is a supplement to the Collective Bargaining Agreement (CBA). It does not alter the terms of the CBA. It is not precedent setting. This Protocol Agreement remains in effect for the duration of the current Collective Bargaining Agreement.

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 8, AFL-CIO

PROVIDENCE REGIONAL  
MEDICAL CENTER EVERETT

By   
Suzanne Mode  
Business Manager

By   
Robert Sampson  
Vice President Human Resources

Date: 4/22/13

Date: 6/13/13

**LETTER OF UNDERSTANDING  
BETWEEN  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 8  
AND  
PROVIDENCE REGIONAL MEDICAL CENTER EVERETT**

The Employer, Providence Regional Medical Center Everett, and the Union, Office and Professional Employees International Union Local 8, hereby agree to the following:

- 1) The following job classifications are currently vacant:

<b>Job Classification:</b>	<b>Wage Grade</b>
Catering Scheduler	10
Cardiovascular Assistant	13A
Clinical Data Assistant	21A
Credentialing Specialist	25
Equipment Cleaning Tech	21D
Food Service Worker – Espresso Bar	01
Graphic Designer	28
Lab Staff Specialist	23
Mail Room Clerk	09
Medical Staff Coordinator Lab Department	29
Office Coordinator	23A
Receptionist	11A
Telephone Operator Medical Imaging	11A

If the Employer decides to hire employees into any of these positions, the parties agree that such jobs are bargaining unit positions and will be subject to all terms and conditions of the current Collective Bargaining Agreement in effect at the time of hiring. The parties further agree that the wage grade assigned each position above shall apply unless other rates are negotiated between the Employer and the Union.

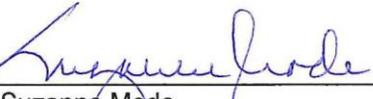
- 2) By December 31, 2016, the parties will finalize the list of related classifications as described in Appendix “B” of the Collective Bargaining Agreement. If agreement cannot be reached between the parties as to any proposed modification(s) by either the Employer or the Union, Appendix “B” in place at the time of current

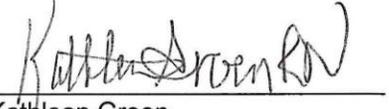
contract ratification shall remain unchanged for the duration of the 2015 – 2018 Collective Bargaining Agreement.

Executed in Everett, Washington this 31<sup>st</sup> day of October, 2016.

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL NO. 8, AFL-CIO

PROVIDENCE REGIONAL MEDICAL  
CENTER EVERETT

By   
Suzanne Mode  
Business Manager

By   
Kathleen Groen  
RN/Human Resources Director HRSPS

opeiu#1239/afl-cio

LETTER OF UNDERSTANDING  
BETWEEN  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION LOCAL 8  
AND  
PROVIDENCE REGIONAL MEDICAL CENTER EVERETT

The Employer, Providence Regional Medical Center Everett, and the Union, Office and Professional Employees International Union Local 8, hereby agree to the following:

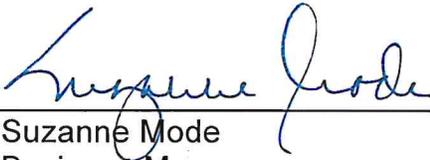
1. Bargaining unit employees hired prior to 1998 shall maintain their current PTO accruals;
2. Bargaining unit employees hired after January 4, 1998, shall receive two (2) eight (8) hour PTO days, prorated by FTE, frontloaded in the second pay periods following 1/1/20 and 1/1/21;
3. PRMCE and bargaining unit employees will split the Washington Paid Family and Medical Leave premiums in accordance with the statutory amounts.
4. 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.
5. 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.
6. Training about all medical leaves for labor and management within sixty (60) days following contract ratification.
7. 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.

Executed in Everett, Washington this \_\_\_\_\_ day of August, 2020.

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 8, AFL-CIO

PROVIDENCE REGIONAL  
MEDICAL CENTER EVERETT

By   
Suzanne Mode  
Business Manager

By   
Kathleen Groen, RN  
Chief Human Resources Officer  
NWSA-PRMCE

liuna#242/afl-cio

LETTER OF UNDERSTANDING

BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

AND

PROVIDENCE REGIONAL MEDICAL CENTER EVERETT

In accordance with the November 16, 2019 Letter of Understanding between the parties, Providence Regional Medical Center (PRMCE) and the Office and Professional Employees International Union Local 8 (OPEIU) agree that the Paid Time Off ("PTO") and Extended Illness Bank ("EIB") transition benefits described in that LOU will be modified as follows:

**PTO and EIB Transition Benefits**

1. All employees represented by OPEIU Local 8 may use their accumulated EIB in accordance with the terms of the parties' current Collective Bargaining Agreement until such EIB is exhausted.
2. Section 12.8 of the contract related to cash-out of EIB upon retirement will remain in effect except for language regarding continuing accrual of EIB which will be modified to reflect that EIB no longer accrues.
3. Prior to July 5, 2020, employees will be eligible to participate in the short-term disability program to which the parties previously agreed, and which is currently in place at PRMCE for OPEIU represented caregivers.

Starting July 5, 2020, such employees will be eligible to participate in a modified short-term disability program under the same terms and conditions, except that, following the seven (7) day elimination period, employees will receive up to eight (8) weeks of pay continuation at one-hundred percent (100%) of base rate of pay plus applicable differentials and premiums, if any, and up to seventeen (17) additional weeks of pay continuation at sixty-six and two-thirds percent (66.66%) of base rate of pay plus applicable differentials and premiums, if any. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. As before, short-term disability benefits are coordinated with eligible pay available through the Washington Paid Family and Medical Leave Program to ensure an employee receives either one-hundred percent (100%) or a minimum of sixty-six and two thirds percent (66.66%) of their eligible pay, depending on the length of the leave.

Office and Professional Employees International  
Union Local 8, AFL-CIO

Providence Regional Medical Center Everett

 7/1/2020  
Suzanne Mode, Business Manager Date

 7/3/2020  
Kathleen Groen, Chief HR Officer Date

Positions	Pay Grade	Lawson Step	Contract Step																																
			1	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		
FOOD SERVICE WORKER	01		15.93	16.30	16.62	16.97	17.26	17.61	17.95	18.29	18.61	18.96	19.26	19.56	19.90	19.90	20.34	20.80	21.22	21.22	21.85	21.85	22.50	22.50	22.97	22.97	23.45	23.45	23.45	23.92	23.92	23.92	24.89		
LINEN SUPPLIER	02		16.05	16.40	16.75	17.08	17.44	17.74	18.09	18.41	18.75	19.07	19.39	19.39	20.06	20.06	20.51	20.97	21.39	21.39	22.05	22.05	22.74	22.74	23.19	23.19	23.64	23.64	23.64	24.11	24.11	24.11	25.06		
ENVIRONMENTAL SERVICES TECH FLOOR TECHNICIAN	03		15.90	16.24	16.57	16.90	17.21	17.57	17.91	18.24	18.51	18.85	19.17	19.17	19.84	19.84	20.28	20.73	21.16	21.16	21.76	21.76	22.45	22.45	22.91	22.91	23.38	23.38	23.38	23.84	23.84	23.84	24.79		
REHAB THERAPEY AIDE	04		16.12	16.48	16.85	17.16	17.48	17.80	18.13	18.44	18.79	19.11	19.45	19.45	20.08	20.08	20.52	20.99	21.41	21.41	22.03	22.03	22.67	22.67	23.12	23.12	23.56	23.56	23.56	24.07	24.07	24.07	25.03		
TRANSPORTER	05		15.93	16.24	16.62	16.93	17.29	17.60	17.90	18.23	18.56	18.84	19.20	19.20	19.85	19.85	20.30	20.76	21.16	21.16	21.81	21.81	22.46	22.46	22.88	22.88	23.37	23.37	23.37	23.82	23.82	23.82	24.77		
COURIER	06		16.31	16.66	17.02	17.33	17.66	17.99	18.36	18.72	19.02	19.33	19.67	19.67	20.35	20.35	20.81	21.28	21.71	21.71	22.36	22.36	23.03	23.03	23.49	23.49	23.94	23.94	23.94	24.42	24.42	24.42	25.40		
CATERER	07		15.93	16.30	16.64	16.93	17.30	17.64	17.95	18.28	18.60	18.92	19.25	19.25	19.90	19.90	20.35	20.82	21.23	21.23	21.88	21.88	22.56	22.56	23.04	23.04	23.47	23.47	23.47	23.92	23.92	23.92	24.89		
PATIENT SUPPORT TECHNICIAN	08		16.67	17.01	17.36	17.72	18.07	18.41	18.72	19.04	19.40	19.73	20.09	20.09	20.77	20.77	21.24	21.72	22.15	22.15	22.82	22.82	23.52	23.52	23.99	23.99	24.45	24.45	24.45	24.96	24.96	24.96	25.95		
	09		15.89	16.29	16.61	16.95	17.25	17.57	17.92	18.22	18.56	18.89	19.23	19.23	19.87	19.87	20.30	20.77	21.17	21.17	21.84	21.84	22.46	22.46	22.91	22.91	23.37	23.37	23.37	23.87	23.87	23.87	24.82		
	10		16.44	16.79	17.14	17.46	17.79	18.13	18.50	18.82	19.19	19.48	19.83	19.83	20.49	20.49	20.95	21.42	21.85	21.85	22.51	22.51	23.20	23.20	23.68	23.68	24.14	24.14	24.14	24.61	24.61	24.61	25.60		
COOK I	11		15.98	16.36	16.69	17.03	17.34	17.65	17.99	18.29	18.65	18.98	19.30	19.30	19.92	19.92	20.38	20.83	21.26	21.26	21.92	21.92	22.54	22.54	23.01	23.01	23.47	23.47	23.47	23.94	23.94	23.94	24.92		
	11A		16.29	16.60	16.96	17.28	17.60	17.95	18.29	18.60	18.96	19.27	19.57	19.57	20.25	20.25	20.70	21.17	21.60	21.60	22.26	22.26	22.88	22.88	23.40	23.40	23.84	23.84	23.84	24.29	24.29	24.29	25.27		
SWITCHBOARD OPERATOR	11B		16.18	16.56	16.90	17.24	17.55	17.87	18.21	18.52	18.88	19.21	19.54	19.54	20.18	20.18	20.63	21.09	21.52	21.52	22.18	22.18	22.82	22.82	23.29	23.29	23.77	23.77	23.77	24.24	24.24	24.24	25.21		
DIET ASSISTANT	11C		16.60	17.01	17.34	17.68	18.02	18.34	18.69	19.01	19.38	19.72	20.06	20.06	20.70	20.70	21.18	21.64	22.09	22.09	22.77	22.77	23.42	23.42	23.91	23.91	24.39	24.39	24.39	24.89	24.89	24.89	25.89		
NURSE ASSISTANT SURGICAL SVCS	13		17.08	17.48	17.82	18.20	18.54	18.90	19.23	19.58	19.91	20.27	20.64	20.64	21.32	21.32	21.79	22.28	22.73	22.73	23.47	23.47	24.17	24.17	24.64	24.64	25.09	25.09	25.09	25.65	25.65	25.65	26.66		
	13A		17.08	17.44	17.79	18.15	18.51	18.86	19.19	19.52	19.88	20.23	20.60	20.60	21.28	21.28	21.76	22.25	22.70	22.70	23.44	23.44	24.14	24.14	24.60	24.60	25.06	25.06	25.06	25.57	25.57	25.57	26.58		
	13B		18.33	18.73	19.10	19.50	19.85	20.24	20.64	20.98	21.36	21.71	22.09	22.09	22.81	22.81	23.33	23.85	24.33	24.33	25.09	25.09	25.84	25.84	26.38	26.38	26.91	26.91	26.91	27.41	27.41	27.41	28.51		
RECEIVING TECHNICIAN	13C		17.21	17.59	17.96	18.28	18.67	19.01	19.37	19.72	20.07	20.42	20.75	20.75	21.49	21.49	21.97	22.48	22.93	22.93	23.63	23.63	24.34	24.34	24.81	24.81	25.31	25.31	25.31	25.82	25.82	25.82	26.86		
FILM LIBRARIAN	14		16.91	17.27	17.65	17.99	18.34	18.70	19.07	19.41	19.73	20.08	20.43	20.43	21.10	21.10	21.58	22.05	22.49	22.49	23.15	23.15	23.88	23.88	24.34	24.34	24.86	24.86	24.86	25.34	25.34	25.34	26.36		
DISTRIBUTION TECHNICIAN I	14A		17.39	17.80	18.16	18.52	18.89	19.25	19.57	19.92	20.28	20.64	21.03	21.03	21.72	21.72	22.20	22.70	23.16	23.16	23.93	23.93	24.64	24.64	25.11	25.11	25.60	25.60	25.60	26.12	26.12	26.12	27.15		
DISTRIBUTION TECHNICIAN II	14B		18.26	18.72	19.09	19.47	19.83	20.17	20.56	20.93	21.32	21.70	22.08	22.08	22.78	22.78	23.29	23.81	24.29	24.29	25.05	25.05	25.79	25.79	26.33	26.33	26.84	26.84	26.84	27.37	27.37	27.37	28.47		
DISTRIBUTION TECHNICIAN III	14C		19.20	19.63	20.03	20.43	20.80	21.19	21.60	21.98	22.35	22.76	23.16	23.16	23.94	23.94	24.49	25.05	25.54	25.54	26.29	26.29	27.15	27.15	27.69	27.69	28.24	28.24	28.24	28.81	28.81	28.81	29.96		
EQUIPMENT TECHNICIAN	14D		19.74	20.20	20.60	21.02	21.43	21.83	22.21	22.62	23.02	23.43	23.86	23.86	24.65	24.65	25.19	25.77	26.27	26.27	27.16	27.16	27.94	27.94	28.50	28.50	29.04	29.04	29.04	29.61	29.61	29.61	30.80		
SUPPORT SERVICES TECHNICIAN	14E		17.92	18.33	18.69	19.05	19.42	19.78	20.15	20.45	20.81	21.17	21.56	21.56	22.25	22.25	22.73	23.23	23.69	23.69	24.46	24.46	25.17	25.17	25.65	25.65	26.12	26.12	26.12	26.64	26.64	26.64	27.67		
HEALTH UNIT COORD	15		19.07	19.48	19.92	20.31	20.69	21.09	21.46	21.85	22.22	22.64	23.04	23.04	23.81	23.81	24.34	24.89	25.39	25.39	26.17	26.17	26.94	26.94	27.50	27.50	28.05	28.05	28.05	28.60	28.60	28.60	29.74		
HEALTH UNIT COORD CNA																																			
MNLT HLTH PATIENT MONITOR/CNA																																			
NURSE ASSISTANT CERTIFIED																																			
PROGRAM ASSISTANT UNIT COORD	15A		16.65	17.03	17.36	17.71	18.05	18.43	18.76	19.10	19.44	19.74	20.09	20.09	20.80	20.80	21.27	21.75	22.18	22.18	22.86	22.86	23.57	23.57	24.04	24.04	24.54	24.53	24.53	25.00	25.00	25.00	26.01		
OFFICE ASSISTANT	15B		17.45	17.84	18.19	18.58	18.95	19.31	19.65	19.97	20.33	20.68	21.08	21.08	21.77	21.77	22.27	22.78	23.22	23.22	23.95	23.95	24.67	24.64	25.16	25.16	25.67	25.67	25.67	26.18	26.18	26.18	27.23		
UNIT COORDINATOR CARDIOVASCULA																																			
UNIT COORDINATOR MEDICAL IMAGI																																			
	15C		18.18	18.60	18.99	19.35	19.71	20.10	20.46	20.85	21.24	21.61	21.96	21.96	22.70	22.70	23.20	23.72	24.21	24.21	24.94	24.94	25.70	25.70	26.21	26.21	26.75	26.75	26.75	27.28	27.28	27.28	28.37		
LAB ASSISTANT II	15D		19.21	19.65	20.05	20.42	20.79	21.19	21.55	21.94	22.34	22.72	23.08	23.08	23.84	23.84	24.36	24.92	25.42	25.42	26.21	26.21	26.94	26.94	27.51	27.51	28.02	28.02	28.02	28.57	28.57	28.57	29.73		
COOK II	16		17.34	17.74	18.14	18.50	18.83	19.17	19.53	19.90	20.25	20.60	20.98	20.98	21.67	21.67	22.16	22.67	23.12	23.12	23.86	23.86	24.55	24.55	25.01	25.01	25.51	25.51	25.51	26.07	26.07	26.07	27.12		
	17		17.13	17.51	17.87	18.22	18.57	18.92	19.27	19.63	19.96	20.31	20.68	20.68	21.38	21.38	21.85	22.35	22.79	22.79	23.53	23.53	24.22	24.22	24.69	24.69	25.18	25.18	25.18	25.72	25.72	25.72	26.76		
EMERGENCY ROOM TECHNICIAN	17A		19.76	20.25	20.71	21.09	21.49	21.88	22.28	22.68	23.13	23.53	23.92	23.92	24.70	24.70	25.26	25.82	26.35	26.35	27.19	27.19	27.99	27.99	28.55	28.55	29.12	29.12	29.12	29.68	29.68	29.68	30.87		
FACILITIES TECHNICIAN	17B		18.54	18.95	19.35	19.74	20.11	20.48	20.86	21.25	21.63	21.99	22.39	22.39	23.14	23.14	23.66	24.20	24.68	24.68	25.47	25.47	26.22	26.22	26.73	26.73	27.28	27.28	27.28	27.83	27.83	27.83	28.95		
SERVICES REP	18		19.14	19.54	19.98	20.35	20.77	21.15	21.54	21.92																									