

**EMPLOYMENT AGREEMENT**

**By and Between**

**PROVIDENCE SACRED HEART MEDICAL CENTER**

**And**

**WASHINGTON STATE NURSES ASSOCIATION**

**January 1, 2020 – December 31, 2022**

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**PROVIDENCE SACRED HEART MEDICAL CENTER**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

This Agreement is made and entered into by and between Providence Sacred Heart Medical Center, Spokane, Washington, hereinafter referred to as the "Medical Center" and the nurses employed by the above named Medical Center represented by the Washington State Nurses Association, which shall be referred to herein as the "Association".

**ARTICLE 1 – PURPOSE**

The main purpose of this Agreement is to facilitate the achievement of the mutual goal of providing improved patient care by fostering and establishing (a) equitable employment conditions, (b) an orderly system of employer-employee relations which will facilitate joint discussions and cooperative solutions to mutual problems, and (c) mutual respect, trust and professionalism that encourages open communication and allows for patient advocacy and promotion of quality patient care with the support of management

**ARTICLE 2 – RECOGNITION**

The Medical Center recognizes the Washington State Nurses Association as the representative for all Registered Nurses employed in the Medical Center as general duty staff nurses, charge nurses, supplemental nurses and resident nurses for the purpose of discussions and agreement with respect to rates of pay, hours of work and working conditions.

**ARTICLE 3 – EQUAL OPPORTUNITY EMPLOYMENT**

The Medical Center and the Association agree there shall be no unlawful discrimination under applicable law against any employee because of status in a protected category such as race, color, creed, national origin, religion, sex, age, marital status or disability unless any one of the foregoing factors constitutes a bona fide occupational qualification. Further, the Medical Center and the Association agree that there shall be no discrimination based upon a nurse's sexual orientation. Providence Sacred Heart Medical Center shall, notwithstanding any other provisions of this agreement, take all actions necessary to comply with the Americans with Disabilities Act.

## ARTICLE 4 – DEFINITIONS

### 4.1 General Duty Staff Nurse

The term “general duty nurse” applies to registered professional nurses employed by the Medical Center who are responsible for the direct and/or indirect total nursing care of the patient.

### 4.2 Charge Nurse

A Registered Nurse who is assigned the responsibility by the nurse manager or other supervisor for an organized unit for a limited time only, such as an eight hour period. RNs may volunteer or be assigned to Charge Nurse orientation. Scheduling of the charge nurse assignments shall be rotated among core staff who are oriented to that role. Charge schedule rotation will be frequent enough to offer the nurses the opportunity to maintain competency as well as balance the consistency needs of the unit. When more than one unit is combined due to low census, the assigned charge nurse from the closing unit shall receive charge pay for that shift and for the shift immediately prior to the shift on which the unit is re-opened.

### 4.3 Resident Nurse

A Registered Nurse with less than six (6) months nursing experience; or A Registered Nurse who has not practiced nursing in an acute care general hospital or an equivalent type clinical nurse practice setting such as a sub-acute unit in an Extended Care Facility; or who does not otherwise meet the qualifications of an acute care general duty staff nurse. The resident nurse will provide nursing care to patients under the direct supervision of a team leader; the Assistant Nurse Manager, charge nurse, and/or preceptor. A resident nurse shall be assured a planned training program under close and direct supervision that will enable the nurse to assume increasing responsibility. Close and direct supervision shall be defined as working in conjunction with other Registered Nurses. Resident nurses shall not be assigned charge nurse functions except for purposes of an observation experience with the Assistant Nurse Manager or assigned charge nurse. Promotion will be made to general duty staff nurse when the resident nurse meets the criteria established by the Nurse /Department Manager, however this should occur no sooner than three (3) continuous months and no later than six (6) continuous months from date of hire. This time period may be extended for an additional three (3) months when mutually agreed to between the Nurse/ Department Manager and the nurse involved. In such cases, promotion to general duty staff nurse will occur at the beginning of the pay period following completion of the residency program.

### 4.4 Full-Time Nurse

A nurse who is employed in a budgeted position of forty (40) hours per week or eighty (80) hours in a fourteen (14) day period or a nurse who is employed in a budgeted position of three twelve (12) hour shifts per week (36 hours) shall accrue full-time benefits which include EIT and PTO accrual, education leave and bereavement leave, and will be considered full time for purposes of 8.12 herein.

#### **4.5 Part-Time Nurse**

A Registered Nurse who is employed in a budgeted position for less than forty (40) hours per week or eighty (80) hours per pay period.

#### **4.6 Supplemental Nurse**

A Registered Nurse who is available to work on a non-regularly scheduled basis according to the supplemental Staff Schedule Option. If a supplemental nurse regularly works shifts over a period of six months that could constitute a .5 FTE or greater position, the affected supplemental nurse or the WSNA Representative may notify the Medical Center to require a review to determine whether the hours should be posted as an FTE'd position. Results of that review will be communicated back to WSNA within thirty days of the notification.

#### **4.7 Anniversary Date**

A nurse's most recent date of hire.

#### **4.8 Adjusted Anniversary Date**

When a nurse is rehired within one (1) year, their anniversary date is moved forward by the amount of time equivalent to the break in the nurse's continuous service.

#### **4.9 Tenure Date**

The date of hire as a nurse in the bargaining unit. This date is adjusted to account for time spent in positions at PSHMC outside the bargaining unit.

#### **4.10 Tenure**

Tenure is measured by the total number of years or fractional parts of a year employed as a nurse in the bargaining unit.

#### **4.11 Seniority**

Seniority is measured by the total number of hours employed as a nurse in the bargaining unit, including overtime hours (but not the premium hours portion of overtime), PTO EIT, Bereavement Leave and Low census hours.

#### **4.12 Core Staff**

A core staff nurse is a full time or part time staff nurse assigned to and scheduled on a designated nursing unit or designated float group (I, II, III, IV) for a minimum of three months, and who has attained regular status.

#### **4.13 Regular Status**

Regular status is defined as any nurse who has satisfactorily completed the three (3) months probationary period per Section 9.1 herein.

#### **4.14 RN Preceptor**

An RN Staff Nurse who is assigned and has successfully completed the PSHMC preceptor training program or is assigned to perform the role of preceptor as described in the Providence Sacred Heart Medical Center "Preceptor Training Program".

#### **4.15 Team Leader**

A nurse shall be deemed team leader when the nurse, while not acting as charge nurse, is assigned the primary delegation responsibilities for a group of staff taking care of a specific group of patients on a unit and shift.

### **ARTICLE 5 – ASSOCIATION MEMBERSHIP**

#### **5.1 Membership**

Employees Hired on or Before May 4, 2004: All nurses covered by this Agreement, who were hired on or before May 4, 2004, and are members of the Association or in the future voluntarily become members of the Association shall, as a condition of employment thereafter, remain members in good standing for the duration of this Agreement. "In good standing," for the purposes of this Agreement, is defined as the tendering of Association dues or a fair share/representation fee on a timely basis.

Employees Hired After May 4, 2004: It shall be a condition of employment that all nurses covered by this Agreement who are hired after May 4, 2004, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association.

Nurses who fail to comply with this membership requirement shall be discharged by the Medical Center within thirty (30) calendar days after receiving written notice from the Association, unless the nurse fulfills the membership obligation set forth in this Agreement. Association membership applications and payroll authorization will be distributed to each new nurse. The Medical Center will notify nurses of the membership requirement at time of hire.

**5.1.1** Any employee who is a member of and adheres to established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. In the alternative, the nurse will be required to pay a monthly amount equal to the Association membership fee to a non-religious charitable organization.

**5.1.2 Hold Harmless.** The Association will indemnify and hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Medical Center for or on account of any action taken by the Medical Center to terminate an employee's employment in accordance with this Article.

## **5.2 Rosters**

Twice a year, in the months of January and July, the Medical Center shall supply electronically to the Association, a roster of all nurses covered by this Agreement. On a monthly basis, a list of additions, corrections and deletions to this list will be supplied electronically to the Association and the Local Unit Chairperson. The roster and monthly additions list shall provide names, addresses, rates of pay, classification, shift, date of employment, telephone numbers, employee identification numbers, unit and budgeted hours. The Association will maintain the confidentiality of this information provided. The Association hereby indemnifies and agrees to hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Medical Center as a result of the release of this information to the Association.

## **5.3 Payroll Deduction of Dues**

During the term of this Agreement, the Medical Center shall deduct dues from the pay of each member of the Association who voluntarily executes a wage assignment authorization form. When filed with the Medical Center, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Medical Center's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Medical Center by or on account of any deduction made from the wages of such nurse.

## **5.4 Bulletin Board**

A bulletin board in a prominent location on the Main Floor, L-1, and L-3 and the West Addition shall be designated for the use of the Local Unit. The bulletin board shall be used for posting of local unit meeting announcements, and educational activities and materials pertaining to the professional practice of nursing. Other material may be posted with the concurrence of the Chief Nursing Officer. The Association will be permitted to post local unit meeting notices on nursing unit lounge/report room bulletin boards (such notices not to exceed 8 x 11 inches in size).

## **5.5 Contract Distribution**

The Association will make available a copy of the Agreement on its WSNA website for access by bargaining unit employees.

## **5.6 Meeting Facilities**

The Association will be permitted to use the Medical Center facilities for meetings of the Local Unit for professional purposes, with or without Association staff present, provided the space is available.

The Association may utilize the Medical Center facilities for meetings of the Association's representatives to the PSHMC/WSNA Joint Conference Committee for the purpose of preparing for the Joint Conference Committee meetings. The use of the meeting room is restricted to the Joint Conference Committee members for the purpose of the committee activities and will be made available once per month.

## **5.7 New Hires**

The Local Unit will be permitted the use of Medical Center facilities to videotape and show a presentation to all newly employed RN's in the bargaining unit. Those newly hired RN's will attend a presentation by a designated Local Unit Representative as a regularly scheduled part of their orientation. Such presentations will be on the representative's non-paid time. Non-paid time will include lunch breaks, provided that such attendance by the representative does not jeopardize patient care on a given unit. The length of the presentation will not exceed thirty (30) minutes.

## **5.8 Local Unit Officers**

The local unit shall have the right to select Local Unit Officers (including a Local Unit Chairperson) from among nurses in the bargaining unit. Association business performed by the local unit officers, including the investigating of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shift). Such activity shall not interfere with nor take precedence over the requirements of patient care.

When management and the association mutually agree to the attendance of the Local Unit Officers for joint projects such as, but not limited, restructuring projects and layoff meetings, up to two (2) Local Unit Officers or designees shall be paid at their straight time rate of pay for such attendance. Meetings associated with negotiations, grievances, investigatory meetings and any other labor relations matters will not be compensated. If a nurse is on duty at the time and attends a standing committee meeting set forth in this agreement, his/her time will be compensated at straight time rate of pay.

**5.8.1** The Association agrees to provide the Medical Center with a list of unit representatives and officers, and to maintain this list in current status.

## **5.9 Access to Premises**

The Medical Center agrees that an authorized Association representative shall have reasonable access to areas open to the general public for the purpose of investigating

grievances and contract compliance, provided that the Association representative first notifies the Director of personnel or designee as to which area he/she wishes to visit and the purpose of the visit. Such visitation shall be conducted in a manner which will not be disruptive to the operation of the Medical Center or patient care. The parties agree that Association business shall be conducted during non-working time (e.g., coffee breaks, lunch periods and before and after shift). The Association representative shall notify the Director of Personnel or designee upon leaving the premises.

## ARTICLE 6 – WAGES

### 6.1 Wages

Wage adjustments shall become effective the first full pay period on or after the date designated herein. The wage rates shall be as follows:

Upon ratification – 2% across the board increase;

Year 2 – 3.0% across the board increase, effective the first full pay period following January 1, 2020.

Year 3 – 2.50% across the board increase, effective the first full pay period following January 1, 2021;

Year 4 – 2.50% across the board increase, effective the first full pay period following January 1, 2022.

<b>Years</b>	<b>STEP</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
Base	1	\$32.73	\$33.55	\$34.39
1 Year	2	\$33.79	\$34.63	\$35.50
2 Years	3	\$35.23	\$36.11	\$37.01
3 Years	4	\$36.68	\$37.60	\$38.54
4 Years	5	\$38.04	\$38.99	\$39.96
5 Years	6	\$39.48	\$40.47	\$41.48
6 Years	7	\$40.86	\$41.88	\$42.93
7 Years	8	\$42.17	\$43.22	\$44.30
8 Years	9	\$43.68	\$44.77	\$45.89
9 Years	10	\$45.05	\$46.18	\$47.33
10 Years	11	\$46.64	\$47.81	\$49.01
11 Years	12	\$46.64	\$47.81	\$49.01
12 Years	13	\$47.85	\$49.05	\$50.28
13 Years	14	\$47.85	\$49.05	\$50.28
14 Years	15	\$49.09	\$50.32	\$51.58

15 Years	16	\$49.09	\$50.32	\$51.58
16 Years	17	\$50.45	\$51.71	\$53.00
17 Years	18	\$50.45	\$51.71	\$53.00
18 Years	19	\$51.60	\$52.89	\$54.21
19 Years	20	\$52.78	\$54.10	\$55.45
20 Years	21	\$54.04	\$55.39	\$56.77
21 Years	22	\$54.04	\$55.39	\$56.77
22 Years	23	\$55.29	\$56.67	\$58.09
23 Years	24	\$55.29	\$56.67	\$58.09
24 Years	25	\$56.56	\$57.97	\$59.42
25 Years	26	\$56.56	\$57.97	\$59.42
26 Years	27	\$57.87	\$59.32	\$60.80
27 Years	28	\$57.87	\$59.32	\$60.80
28 Years	29	\$59.21	\$60.69	\$62.21
29 Years	30	\$59.21	\$60.69	\$62.21
30 Years	31	\$60.52	\$62.03	\$63.58

**6.1.1 Effective Date of Increases.** Wage rates and any other increases set forth in this agreement shall become effective the first full pay roll period on or after the date designated.

**6.1.2 Tenure Raise Effective Dates.** All tenure raises will become effective at the beginning of the closest pay period to the actual anniversary/tenure date. If that date falls in the first week of the pay period, the raise becomes effective with the beginning of that pay period. If that date falls in the second week of a pay period, the raise becomes effective at the beginning of the pay period following that date. Nursing Managers will endeavor to complete evaluations within three payroll periods of the nurse's tenure date. A change in classification status does not alter a nurse's anniversary date or tenure date for purposes of accrual of benefits or placement in the salary schedule.

**6.2 Recognition of Experience**

Nurses hired during the life of this Agreement shall be placed on the salary schedule as follows:

Nurses hired with at least two (2) years of recent continuous nursing experience applicable to the specialty for which they are hired will be placed at the actual year of experience on the wage scale. Nurses hired without equivalent recent experience applicable to that specialty will be placed two (2) steps below the actual years of nursing experience.

LPN and OR Techs employed at Providence Sacred Heart Medical Center who transfer into an RN position will be placed on the RN salary step that does not result in a decrease in their current LPN/OR Tech base hourly wage. LPNs and OR Techs would

remain at that rate until their years of service as an RN are equal to or greater than the wage at which they were hired.

**6.2.1 Recent Continuous Experience Definition.** For purposes of this section, recent continuous experience will be defined as nursing experience without a break which reduced the level of nursing skills. A break in nursing experience will be defined as thirty-six (36) consecutive months without practicing nursing in a health care setting. "Practicing nursing in a health care setting" will be defined as direct patient care or specialized experience related to the department for which employed.

**6.2.2 Break in Nursing Experience.** There is a break in nursing experience if the nurse did not practice nursing in a health care setting for a period of at least (36) consecutive months. Nursing experience prior to a break in experience of 36 consecutive months will be considered on an individual basis by Nursing Administration.

### **6.3 Part-Time Nurse Salary Option**

Part-time nurses may elect a salary premium of fourteen percent (14%) over the nurse's salary increment in lieu of Paid Time Off, Extended Illness Time and Bereavement Leave. The election for the option must take place within ten (10) working days after the date of employment or change to part time status, whichever is later. The nurse may change his/her election once a year during the Employer's annual open enrollment period to be effective on the first day of the next calendar year.

**6.3.1 Part-Time Registered Nurse.** The Medical Center shall continue its current practice of seeking mutual agreement prior to scheduling extra hours of work.

## **ARTICLE 7 – PREMIUM PAY**

### **7.1 Shift Differential**

For evening duty (3-11) the premium shall be three dollars (\$3.00) per hour and for night duty (11-7) premium shall be four dollars (\$4.00) per hour over the nurse's salary.

**7.1.1** Nurses shall be paid shift differential for hours worked if fifty percent (50%) or more of those hours are worked on the designated evening or night shift. The rate of pay shall be the higher differential rate when 50% or more of the hours falls within that rate. In determining the shift differential rate overtime hours shall not be considered.

### **7.2 Standby**

The standby call pay shall be paid at the rate of three dollars and fifty cents (\$3.50) regular rate and four dollars and fifty cents (\$4.50) per hour for holidays.

### **7.3 Callback**

Any time actually worked in callback shall be compensated at the rate of time and one-half (1-1/2) of the regular rate of the nurse concerned, including shift differential and weekend premium per Section 7.8 herein, and shall be paid in addition to the regular rate for standby call.

When called back, the nurse shall receive time and one-half (1½) for a minimum of three (3) hours for each callback. When called back and the nurse's callback does not last three (3) hours, the nurse shall not be required to remain the full three (3) hour period. If a nurse is called back to work (other than to work the nurse's normal work schedule eight (8), ten (10), or twelve (12) hours) and works more than a total of twelve (12) hours (not necessarily consecutive hours) in a 24 hour period, the hours in excess of twelve (12) will be paid at the double time rate. Once in double time pursuant to this section, the nurse shall receive double time until he/she receives ten (10) consecutive hours of uninterrupted time off, unless during the period of standby the nurse received ten (10) or more hours of uninterrupted time. "In a 24 hour period" means from the time the nurse's regular shift starts until 24 hours later. Callback pay on a holiday shall be in addition to a premium holiday pay.

**7.3.1** The term callback for purposes of the three (3) hour minimum pay shall not apply when the nurse is required to stay beyond the regularly scheduled shift except that in mandatory call units, callback will apply to nurses who are required to stay beyond the regularly scheduled shift for more than one hour. Nor shall the three (3) hour minimum pay apply when the nurse is called in less than three (3) hours prior to their next scheduled shift. If called in less than three (3) hours prior to the nurse's next regularly scheduled shift, the nurse shall be paid at the callback rate for all time worked up to the time the nurse's regular shift starts.

### **7.4 Temporary Assignment to a Higher Position**

The assignment to any higher position shall be compensated at the rate of pay of that higher position for hours worked in that role.

### **7.5 Certification Premium**

All registered nurses certified in a specialty recognized by a national organization and working in that area of certification shall be paid a premium of one dollar and twenty five cents (\$1.25) per hour. Such certification must be agreed upon by the Medical Center and Association. In the alternative, nurses who have a Master's of Science in Nursing (MSN) will receive a premium of one dollar and twenty-five cents (\$1.25) per hour in lieu of certification pay (nurses will not receive both certification pay and the MSN premium). The Medical Center agrees to provide up to \$500 to reimburse nurses for each testing fee or renewal fee required to obtain and maintain one certification.

## **7.6 Charge Nurse Premium**

The Charge Nurse premium shall be two dollars and twenty-five cents (\$2.25) per hour.

## **7.7 Supplemental Nurse Premium**

Supplemental nurses shall receive a premium equivalent to sixteen (16%) percent over the nurse's salary increment as a salary premium in lieu of Paid Time Off, Extended Illness Time and Bereavement Leave. The prorated benefit option is not available to supplemental nurses. It is in addition to the tenure raise.

**7.7.1 Supplemental Returning to Core Position.** A supplemental nurse returning to full-time or part-time status shall have access to previously frozen accrued benefits, and shall return to his/her accrual rate based on his/her years of employment as determined by anniversary/adjusted anniversary date. The seniority acquired while working in a supplemental status shall be used in determining core staff seniority for intra-unit transfer purposes.

## **7.8 Weekend Premium**

Nurses shall receive a three dollar (\$3) per hour premium for all hours worked on any weekend, in addition to their regular rate of pay. The weekend is defined per Section 8.3. The weekend premium shall not be considered a part of the RN's regular rate of pay for premium pay calculations. It shall be considered part of the nurse's regular rate of pay only when the nurse works overtime as defined in Section 8.4 herein.

## **7.9 Preceptor Premium**

A Registered Nurse assigned to preceptor status shall receive one dollar and fifty cents (\$1.50) per hour for any hours assigned and worked as a preceptor whether or not the preceptor has received preceptor training. Preceptor pay will be paid during the initial orientation period for precepting a new staff member providing direct patient care (RN, NAC, MHC) or for the cross training or specialty skill training of another staff member who is working on the preceptor's unit but who is not counted for purposes of determining staffing on that shift and for training other staff as designated by management. The orientation period in which the new staff member is "precepted" is defined as the initial designated weeks of planned and supervised learning experiences in which the new staff member is not expected to perform independently. Exact time periods in which preceptors are provided differ from unit to unit and from role to role. Orientees may have more than one preceptor during this period of their orientation to cover days off or other reasons as identified by management. When assigning responsibilities requiring the preceptor role and functions, the Medical Center will only assign a nurse who has completed preceptor training unless no preceptor trained nurse is available. Each senior practicum nurse shall be assigned a Registered Nurse preceptor, who shall be paid for all hours precepting the senior practicum nurse.

## ARTICLE 8 – HOURS OF WORK

### 8.1 Basic Work Week

The Basic Work Week shall be forty (40) hours per week or eighty (80) hours in a two week period.

### 8.2 Basic Work Day

The Basic Work Day shall be eight (8) hours, consecutive, and one-half (1/2) hour lunch period on the nurse's own time. Flexible work schedules include the 12 hour work shift which consists of 12 hours of work to be completed within 12 1/2 consecutive hours or 10 hours of work to be completed within 10 1/2 consecutive hours.

### 8.3 Weekends Off

The Medical Center will schedule all full-time and part-time nurses to be off at least every other weekend. In the event a full-time or part-time nurse is requested to work on his/her regularly scheduled weekend off, all hours worked will be paid at one and one-half times (1 1/2x) the nurse's regular rate of pay. This section shall not apply to part-time or full-time nurses who voluntarily request more frequent weekend duty. The weekend shall be defined for premium pay purposes for the first (day) and second (evening) shift personnel, as Saturday and/or Sunday. For third (night) shift personnel, the weekend shall be defined as Friday and/or Saturday nights. A schedule option of two weekends scheduled off out of four successive weekends may be voted on in each unit and shift by majority of vote of staff. If this schedule option is elected, all hours worked on the regularly scheduled off weekends will be paid at time and one-half (1 1/2x) the nurse's regular rate of pay.

### 8.4 Overtime

All work in excess of a basic work day and/or an eighty (80) hour two (2) week period must be authorized and shall be compensated for at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay, including shift differential, and weekend premium per Section 7.8 herein. Overtime for the nurses working the ten (10) hour work schedule or the twelve (12) hour work schedule shall be compensated at the rate of time and one-half (1 1/2) the nurse's regular rate of pay, including shift differential, and weekend premium per Section 7.8 herein, and for all time worked in excess of the ten (10) hour schedule or twelve (12) hour schedule per work day and/or forty (40) hours per week.

When a nurse who is scheduled to work an eight (8) or ten (10) hour shift works overtime, all hours beyond twelve (12) consecutive hours worked shall be paid at double time (2x). Double time (2x) will be paid to a nurse who is scheduled to work twelve (12) hours for all hours worked beyond twelve (12), provided the overtime extends at least two (2) consecutive hours beyond the end of the normal workday. Overtime for a twelve (12) hour nurse of less than two (2) hours will be paid at time and one-half (1 1/2).

Overtime shall be considered in effect if fifteen (15) minutes or more are worked beyond the scheduled shift. Overtime pay shall be calculated to the nearest fifteen (15) minutes. Overtime must be authorized and documented on the Overtime Log.

**8.4.1 Overtime to be Minimized.** The representatives of both the Medical Center and the nurse concur that overtime should be minimized. If overtime work is needed, the Medical Center will seek volunteers.

**8.4.2 Overtime Requests.** Staff nurses shall communicate their perceived need for overtime as soon as they become aware of it to their Nurse Manager, Assistant Nurse Manager or Charge Nurse.

The Nurse Manager, Assistant Nurse Manager or Charge Nurse is responsible to the re-allocation of clinical unit resources when possible and appropriate. If necessary the Administrative Supervisor or other management staff will be notified regarding any other available resources to alleviate the need for overtime. If the above actions have not resolved the need, the Manager or Administrative Supervisor will authorize the overtime.

A Staffing Analysis Form can be completed if the nurse is dissatisfied with the implementation of this article. After discussion with the appropriate Nurse Manager, the manager will document a response on the form. A copy of the complete Staffing Analysis Form will be given to the nurse who may provide a copy to the Local Unit Chairperson.

## **8.5 Rest and Meal Periods**

Rest periods of fifteen (15) minutes for each four (4) hour work period shall be provided. A minimum of thirty (30) minutes within each shift shall be provided for a meal period on the nurse's own time, and during this meal period, nurses shall be free to leave the premises. The Medical Center shall also provide restrooms, lockers and attendant facilities. The Medical Center shall provide adequate facilities for meal breaks. The nurse shall contact the supervisor prior to the meal period for relief if the nurse feels the work load would not permit leaving the unit. If relief is not provided, or a rest break is missed, the nurse shall be compensated at the overtime rate pursuant to Section 8.4 herein.

## **8.6 Schedule Posting**

Time schedules of shifts and days off (including call schedules) for a six (6) week period will be posted three (3) weeks in advance. After posting, the schedule may be changed by the supervisor with the mutual consent of the affected nurse scheduled.

**8.6.1 Shift and Day Off Scheduling.** Shifts and days off shall be distributed in an equitable manner. Upon the RN's request a good faith effort will be made to schedule nurses to work consecutive days. In the event that the Hospital determines a need to alter the normal scheduling patterns (regular days on/off) on a unit and shift,

it shall when deemed appropriate by management based upon the clinical needs of the unit, seek volunteers first. If more than enough volunteers come forward who meet the clinical needs of the Medical Center, selection will be determined on the basis of seniority. If the clinical needs cannot be met, the Medical Center will then alter the schedules of the least senior nurse(s) that will meet the scheduling need.

**8.6.2 Weekend and Holiday Scheduling.** Weekends and holiday work shall be distributed equitably among both full-time and part-time nurses.

## **8.7 Mandatory Shift Rotation**

Shift rotation occurs when a nurse is assigned by management to rotate shifts. Rotation is defined as working fifty percent (50%) or more hours on a day, evening or night shift for which the nurse is not regularly scheduled. A day shift nurse is defined as one who normally works the majority of hours between 7:00 a.m. and 3:30 p.m. Evening shift is defined as one who normally works the majority of hours between 3:00 p.m. and 11:30 p.m. and night shift, the majority of hours between 11:00 p.m. and 7:30 a.m. An additional one dollar (\$1) shall be paid for each hour of mandatory rotation shift worked. Mandatory shift rotation premium does not apply to established day/night, day/evening, or any other planned rotation schedule, working double shifts, extra shifts, partial shifts, or when scheduled to come in early or leave late as planned overtime.

The Medical Center will use mandatory shift rotation only when there are no reasonable alternatives. In the event shift rotation is necessary, the Medical Center will make a good faith effort to find and schedule volunteers from the Medical Center staff. Volunteers under these circumstances would be entitled to the mandatory shift rotation premium.

If the Medical Center is unable to find volunteers, mandatory shift rotation will be assigned on an equitable basis. The nurse manager will make a good faith effort to develop the rotation schedule in consultation with the staff involved, and with no less than fourteen (14) days between the shift(s) of each rotation, unless otherwise requested by the nurse(s) involved.

**8.7.1** Nurses with ten (10) continuous years of employment at the Medical Center as a registered nurse shall not be required to rotate shifts. If there are insufficient nurses with less than ten (10) years' service to accommodate the rotation need, PSHMC will then notify the Local Unit Chair of the need to schedule nurses for rotation and will begin scheduling those nurses in ascending order of seniority to the extent necessary to meet the rotation need.

## **8.8 Innovative Work Schedules**

At the request of the unit staff members and upon approval of the Department Manager and Conference Committee, alternative staffing schedules shall be developed and implemented with the concurrence of a majority of the nurses involved.

**8.8.1 Units Establishing 12 Hour Shifts.** Units establishing newly created 12-hour shift positions shall allow all incumbent full time nurses who convert to 12-hour shifts the option of selecting the 36-hour work schedule consisting of three (3) 12-hour shifts, or a 40-hour work schedule consisting of two (2) 12-hour and two (2) 8-hour shifts. At the manager's discretion, the 40-hour work schedule may consist of three (3) 12-hour shifts and one (1) 4-hour shift each week. The selection shall be a one time choice for full time nurses currently employed at the Medical Center on that unit and shall occur at the time the nurse accepts the 12-hour shift position. Any subsequent or future vacancy of a 12-hour position shall be filled in accordance with the needs of the Medical Center as determined by management. This Section 8.8.1 does not guarantee forty (40) hours of work under times of low census, where low census days may still occur.

**8.8.2 Reversionary Rights.** Units that are initially beginning a twelve (12) hour schedule will be given a 90-day trial period to determine if the schedule works well for each nurse. At the end of the 90-day trial period an evaluation of the twelve (12) hour schedule will occur. The unit manager, in consultation with affected nurses, will determine: 1) if the twelve (12) hour schedule will continue as established, 2) if some nurses will be able to continue the twelve (12) hour schedule or, 3) if the unit will return to the schedule that was in effect prior to the trial period.

Following the ninety (90) day period, for units with the combination of eight (8) and twelve (12) hour schedules, management may revert part or all of the twelve (12) hour schedules back to eight (8) hour when for reasons such as inability to recruit and fill positions, or mismatched schedules result in an inability to meet the care delivery/staffing needs, etc. In this situation, the following method will be used to reallocate the affected staff:

- \* Affected staff and the Association will be notified fourteen (14) days in advance of the reallocation.
- \* A revised schedule will be developed in consultation with the affected unit staff. This schedule will be implemented thirty (30) days from the notification date unless mutually agreed by management and the majority of staff.
- \* Reallocation will be achieved by the most to least senior affected staff selecting from the available shifts and hours on the new schedule.
- \* Selection will be based on equivalent hours, as defined in 9.5.1.
- \* Nurses who are not assigned a position of equivalent hours shall be eligible for the layoff/reassignment procedure.

## **8.9 Rest Between Shifts**

In scheduling work assignments, the Medical Center will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between eight (8) and ten (10) hour shifts, or with less than 10 hours off duty following a twelve (12) hour shift, or 10 hours off duty between an eight (8) and twelve (12) hour combination shift, all time worked thereafter shall be at time and one-half (1 1/2).

This Section shall not apply to standby and callback assignments of less than four (4) cumulative hours, except those hours worked immediately following a regular shift while receiving standby pay, or when there is less than twelve hours off duty because of the nurse's request. (See Section 7.3). All hours worked during periods of time for which a nurse receives standby pay are included in the "four (4) cumulative hours" referenced in the preceding sentence including hours worked immediately following a regular shift.

## **8.10 Flexible Scheduling (Charge Nurse/Team Leader)**

Flexible scheduling shall be implemented for charge nurses and team leaders to prepare patient care assignments. When approved by the manager this flexible shift may begin 15 or 30 minutes prior to their regularly designated shift time with an equal unpaid 15 or 30 minutes to be taken at the nurse's meal time; or the shift will begin and end 15 minutes prior to their regularly designated beginning and ending shift time. Any overtime which may be required and authorized because of this function shall be paid in accordance with Section 8.4 (overtime) of the employment agreement.

## **8.11 10 Hour Shifts**

The Medical Center may revert part or all of the ten (10) hour schedules back to eight (8) hour when for reasons such as inability to recruit and fill positions, or mismatched schedules result in an inability to meet the care delivery/staffing needs, etc. In this situation, the following method will be used to reallocate the affected staff:

- Affected staff and the Association will be notified fourteen (14) days in advance of the reallocation.
- A revised schedule will be developed in consultation with the affected unit staff. This schedule will be implemented thirty (30) days from the notification date unless mutually agreed by management and the majority of staff affected.
- Reallocation will be achieved by the most to least senior affected staff selecting from the available positions on the new schedule, based on equivalent hours, as defined in 9.5.1.
- Nurses who are not assigned a position of equivalent hours shall be eligible for layoff/reassignment procedure.

## **8.12 Work on Day Off**

Full-time RNs, as defined in Section 4.4 called in on their day off shall be paid at the rate of time and one-half (1-1/2X) their regular rate of pay for the hours worked.

## **8.13 Available Open Shifts**

Two weeks prior to the posting of the schedule, open shifts will be made available to part-time and supplemental nurses to pick up extra shifts. Part-time nurses shall have priority over supplemental nurses who have met their minimum contractual commitments. The Medical Center will use its best efforts to equitably distribute shifts consistent with patient care and operational needs, taking into account nurses' availability, expressed desire and responsiveness to work a particular shift.

# **ARTICLE 9 – EMPLOYMENT PRACTICES**

## **9.1 Probationary Period**

The first three (3) months of employment shall be a probationary review period. After three months (3) of continuous employment the nurse shall be considered a regular status employee unless specifically advised in writing otherwise by the Medical Center. A nurse shall be entitled to seniority rights and tenure after completing the probationary period, where upon seniority rights and tenure shall be retroactive to the employment date. During the probationary period a nurse may be disciplined or discharged without notice and without recourse to the grievance procedure.

## **9.2 Evaluations**

Nurses shall be given a written evaluation by the nurse's supervisor prior to the end of the probationary period and annually thereafter no later than March 31<sup>st</sup> of each calendar year. In the event the time frame for the evaluation changes to a time period after March 31 or each year, PSHMC agrees to provide notice and discuss the transition to the new time frame. If a nurse disagrees with the evaluation, the nurse may object in writing to the evaluation, and such objection shall be retained by the Medical Center with the evaluation. When such written evaluation is carried out, the nurse will, by electronic signature, signify awareness of the evaluation. The nurse's signature does not indicate whether the nurse agrees or disagrees with the evaluation. The nurse may choose to print the evaluation at the time the evaluation is electronically signed by the nurse. The nurse, will also have access to the evaluation electronically. The Medical Center may develop and implement peer review programs with voluntary nursing staff participation. A staff nurse will not be assigned to evaluate peer staff competency/skills. A trained preceptor may be assigned to assist in screening peer staff for competence and skill verification. If, during the skills review, the preceptor assesses that a peer needs additional assistance to perform the competency/skill, they will review/coach the peer in areas needing improvement. The preceptor will then alert the manager/clinical educator so that further training is provided as needed and for the manager/clinical educator to evaluate that staff person's performance for the

competence/skill. The preceptor will be paid for hours worked to assist in verification of staff competency/skill review. Preceptors performing this review must have completed preceptor training and have twenty-four (24) months experience on the unit. It is agreed that no personnel actions will be taken as a result of any evaluation of a staff nurse by a peer staff nurse preceptor except on the following conditions:

1. The peer evaluation will not be the only source of information;
2. The peer evaluation will not be given primary weight;
3. All evaluative conclusions will be verified by the Nurse Manager or a Supervisor.

### **9.3 Notice of Resignation**

Regular nurse employees are to give not less than fourteen (14) days written notice of intended resignation. A notice shall be placed in the personnel record of a nurse in the event that he/she fails, without good cause, to give proper written notice of resignation.

### **9.4 Low Census and Layoff**

Unanticipated declines in patient care requirements may result in the need to reduce nursing staff. Low census is defined as decline in patient volume and/or patient care requirements resulting in a temporary staff decrease. It is recognized by the parties that the basic policy shall be to use the Low Census procedure to accomplish short term staff reductions. When a reduction in patient care requirements occurs over an extended period, resulting in need for work force reduction or consolidation of services, the layoff procedure will be implemented.

**9.4.1 Low Census Definitions.** As used in Section 9.4, the following terms shall apply:

**Mandatory Low Census: (MLC)** Low census which is identified by management as mandatory and assigned by the Medical Center to scheduled full-time and part-time staff. Canceling supplemental and extra shifts are not counted as MLC.

**Voluntary Low Census: (VLC)** Low census which the staff member takes voluntarily, either by volunteering prior to the shift or volunteering when asked by the Staffing Office/NM/ANM or designee.

**Start of Work:** The time staff start their normal shift.

**9.4.2 Low Census Procedure.** When the Medical Center experiences a decline in patient care requirements that necessitates a temporary decrease in staff, the Medical Center will implement the low census procedures in the following order:

- 1) Where low census reductions are needed, nurse(s) will be assigned to float to available assignments in accordance with Section 9.12.1 of this Agreement.
- 2) On a shift to shift basis, voluntary low census days will be granted if possible within the clinical group, and staff will be floated to areas of need in accordance with Section 9.11.1 of this Agreement. Low census will be granted to volunteers including those who decline stand by status before assigning mandatory low census. If the Employer seeks a nurse(s) for partial low census and no nurse volunteers for partial low census, the Employer will grant requests for voluntary full low census, regardless of whether the nurse volunteering for the full low census is willing to take standby for the day, before assigning mandatory low census. A nurse assigned a mandatory or granted a voluntary low census may not be required to return from low census so that a nurse from the nurse's unit can provide functional coverage (float) on another unit outside the unit's float group.
- 3) As assessed on a daily basis, nurses will be assigned by management to take mandatory low census on an equitable rotation. A nurse assigned a mandatory or granted a voluntary low census pursuant to this section shall be given credit toward seniority, PTO, EIT and Insurance benefits. The maximum amount of mandatory low census per nurse will not exceed the hourly equivalent of one shift per pay period not to exceed forty eight (48) hours/year. Mandatory Low Census Hours shall be applied to the forty eight (48) hour limit. There will be a minimum of two (2) hours credited towards the nurse's forty eight hour limit for any Mandatory Low Census Hours assigned. Nurses assigned mandatory low census by management may refuse to return from low census for the remainder of the nurse's shift. The hours the nurse elects not to work will be considered mandatory low census and count as part of the maximum mandatory hours as described above.
- 4) First, supplemental nurses, and then nurses working extra shifts (i.e., scheduled on their normal day off) shall be canceled on units prior to assigning a nurse a mandatory low census who is qualified to work on that unit within the clinical float group. On a unit basis, supplemental nurses canceled due to low census shall be canceled in an equitable rotation, unless specialty skill requirements are needed.
- 5) In the event of mandatory low census, agency or traveling nurses shall be released before any core staff from the unit is required to float or take low census.

**9.4.2.1 Low Census Inconvenience Pay.** Nurses assigned a mandatory low census by management shall be notified a minimum of one and one half (1 1/2 ) hours in advance of their day shift and two hours in advance for evening and night shifts. Supplemental nurses and nurses scheduled for an extra shift that are cancelled by management shall be notified a minimum of

one and one-half (1 1/2) hours in advance of each shift. In the event such notice is not given, the affected nurse shall receive two (2) hours of inconvenience pay at the nurse's regular rate of pay. Should the Medical Center make a bona fide attempt to notify the nurse of a cancellation of shift or assignment of a mandatory low census within the above-referenced time periods but is unsuccessful in doing so, this pay provision shall not apply.

Voluntary low census inconvenience pay will be administered as follows:

- 1) The Medical Center will make a good faith effort to grant voluntary low census two (2) hours prior to the start of work for evenings and nights and one and one-half (1 1/2) hours for day shift.
- 2) If the Medical Center attempts and is unable to contact the nurse more than two (2) hours prior to the start of work for evenings and nights and one and one-half (1 1/2) hours for day shift, the nurse will be granted and must take a voluntary low census when reporting to work unless others volunteer.
- 3) If the Medical Center attempts to contact the nurse less than two (2) hours in advance of the start of work for evening and night shift and one and one-half (1 1/2) hours for day shift but is unsuccessful, the nurse may take the voluntary low census if no other nurse volunteers on that unit and will receive two (2) hours inconvenience pay or the nurse may withdraw the request for voluntary low census.
- 4) If the Medical Center contacts the nurse prior to reporting for work, the nurse may withdraw the request for the voluntary low census. If the voluntary low census is granted, the nurse is not eligible for the inconvenience pay.

It shall be the responsibility of the nurse to maintain a current telephone number listed with the nurse's respective department. Failure to do so shall excuse the Medical Center from the notification requirement provided herein.

**9.4.2.2 Low Census Standby Pay.** The Medical Center may seek volunteers for clinical float group or unit standby for the hours of their regular shift. The nurse who volunteers will be placed on standby for the nurse's scheduled shift and will be paid as outlined in Article 7.2 and 7.3.

**9.4.2.3 Low Census Minimum Work.** If a nurse reports to work and mandatory or voluntary low census or a need to cancel supplemental or extra shifts is determined after the shift start time, the nurse will be given the following three options: (1) If less than two (2) hours worked, receive two (2) hours inconvenience pay; (2) if two (2) hours or more are worked, receive pay for the hours worked; (3) stay and work for four (4) hours and be paid for four (4) hours work. A nurse who volunteers or is assigned to work such a temporarily reduced shift at the request of the hospital shall not have a

reduction of benefits. Nurses who are contacted for a partial voluntary low census day will have the following options:

- A. Nurses may refuse to volunteer for a partial low census day and request a full low census or a full work day. Low census will be granted to volunteers including those who decline stand by status before assigning mandatory low census. If the Employer seeks a nurse(s) for partial low census and no nurse volunteers for partial low census, the Employer will grant requests for voluntary full low census, regardless of whether the nurse volunteering for the full low census is willing to take standby for the day, before assigning mandatory low census.
- B. Nurses who agree and are granted a voluntary partial low census day will be informed at the time it is granted of the time they are to report to work for the remainder of the shift. In the event nurses subsequently are assigned mandatory or granted voluntary low census or supplemental nurses and nurses working extra shifts are cancelled for the remainder of the shift, the notice requirements related to inconvenience pay of this section shall apply.
- C. Up to three (3) RNs per unit per shift may be granted a voluntary partial low census shift.
- D. The Medical Center will make a good faith effort to offer the first option to nurses who are on partial low census to have the remainder of their shift off.

**9.4.2.4 Voluntary Reduction of Hours.** Immediately prior to reassignment or layoff, voluntary reduction in hours may be offered to full and part time nurses on an affected unit or shift. A nurse choosing this option is not considered to be on layoff or partial layoff but will be offered his/her former hours as they become available.

**9.4.2.5 Voluntary Unpaid Leave of Absence at Employer's Request.** The Medical Center will seek employees who are willing to take a voluntary unpaid leave of absence (minimum of 30 days and a maximum of 90 days) before implementing a reassignment or layoff. The Medical Center will continue to pay the employee's group insurances during this leave of absence for a maximum of 90 days provided the employee is covered at the time this leave of absence commences. The employee's job will be held until the employee's return. In the event of a layoff during this leave of absence, the provisions of layoff shall apply.

In the event the employee applies for unemployment compensation during this leave of absence, the Medical Center reserves the right to cancel the voluntary leave of absence and return the employee back to work.

## 9.5 Reassignment/Layoff

In all reassignments/layoffs and recall from reassignment/layoffs, clinical groups shall be controlling. The Medical Center will not use the layoff procedure to effect staffing changes between bargaining unit employees and non-bargaining unit employees. In the event of reassignment/layoff of regular status nurses, the Medical Center will give twenty-one (21) calendar days written notice to the Association, Local Unit Chairperson and the affected clinical group nurse(s). At least twenty-one (21) days prior to a reassignment/layoff the Medical Center will take the following steps:

- 1) Management will identify the number of hours and positions that need to be reduced on a particular unit(s) and shift(s) within the affected clinical group.
- 2) At the same time the Notice of Reassignment/Layoff is provided to the bargaining unit, the Medical Center will provide the Association a list of all open positions in the Hospital and will hold vacant open positions and positions approved to be filled within the affected clinical group(s). In addition, outside of the affected clinical group(s), the Medical Center will hold one vacant position per unit per shift where multiple vacancies exist. For example, if a non-affected unit has three openings on days, two on evenings and one on nights, the Medical Center will hold one day position and one evening position for that unit.
- 3) A low seniority roster for all the affected clinical group(s) will be established and distributed to the Association and to the Local Unit Chairperson.
- 4) Except in cases of emergency, agency and traveling nurses shall not be scheduled to work on units and shifts which the Hospital has identified for a reduction. Supplemental nurses will not be used to circumvent the restoration of displaced positions.

During the twenty-one (21) day period the following events will occur:

- 1) In event of the elimination or sale of an entire unit or service, affected nurses will provide written notice to Human Resources if they do not wish to participate in the reassignment to obtain a position at PSHMC, two (2) calendar weeks after the notice of reassignment/Layoff Prior to the reassignment or layoff, a nurse may change his or her decision and participate in the reassignment or layoff.
- 2) The potential affected nurses within the clinical group will be notified. The Association and the Medical Center shall meet within ten (10) days of the notice of reassignment or layoff to discuss the process. Thereafter, as part of the affected nurses' preparation for the reassignment or layoff, the Association, the Medical Center and the affected nurses shall meet to discuss the process of Layoff/Reassignment.

- 3) Vacant positions identified to be made available to displaced nurses for reassignment will first be posted on the unit for a one time intra-unit transfer. This will require a single five day posting on the unit(s). Only nurses in budgeted positions on that unit with more seniority than the most senior nurse to be displaced by reassignment/layoff will be approved to transfer. Positions vacated by the one time intra-unit transfers will be held for reassignment/layoff.
- 4) Nurses in a budgeted position having more seniority than the most senior nurse on the reassignment list on the affected unit(s) may volunteer and transfer to a vacant position within their clinical group,
- 5) Any nurse in the affected clinical group may volunteer, interview and if deemed qualified (Section 9.5.1), be granted a transfer to a vacant available position outside of their Clinical Group. Volunteer transfers outside the clinical group will be limited to the total number of hours per pay period needing to be reassigned from the affected clinical group(s).

In the event of a “plant closing” or “mass layoff” as defined in the federal Worker Adjustment and Retraining Notification Act (WARN), and provided the Medical Center must comply with the provisions of this Act, the written notice period shall be sixty (60) calendar days.

**9.5.1 Definitions.** As used in this Section 9.5, the following terms shall apply:

- 1) **“Clinical Groups”** are defined in the Addendum of this Agreement:
 

\*In the event a new unit is developed, the Nurse Conference Committee shall have an opportunity to review and recommend its placement within the appropriate clinical group.
- 2) **“Qualified”** means the ability to independently provide safe, direct patient care for the standard case load within a nurse’s assigned clinical group. The nurse must demonstrate competency in the essential clinical skills within the standard orientation and precepting for the specific unit. Orientation to the team leading and charge responsibilities will be in addition to the standard clinical orientation for the specific unit.
- 3) **“Seniority”** For purposes of layoff and recall, Medical Center seniority shall be computed as follows:
  - a. Total hours worked including overtime hours, (but not premium hours portion of overtime), PTO, EIT and Bereavement Leave hours paid plus low census hours will be computed to the end of the last complete pay period preceding notice of layoff.

- b. A nurse shall be entitled to seniority after completing the probationary period, whereupon seniority rights shall be retroactive to the employment date.
- 4) “**Reassignment**” is defined as a mandatory change of shift and/or unit without a mandatory reduction in budgeted hours for an indefinite period of time.
- 5) “**Layoff**” is defined as a mandatory full or partial reduction in a nurse’s hours for an indefinite period of time. A nurse who is laid off shall have the right at the time of layoff to receive accumulated PTO upon written request to the Medical Center.
- 6) “**Comparable Position**” is defined as the same shift and number of equivalent hours within a clinical group.
- 7) “**Equivalent Hours**” is defined as hours per pay period in the following combinations: 70-80 hours; 50-69 hours; 40-49 hours per pay period. During the reassignment/layoff process, the nurse will not increase or be forced to decrease their budgeted hours, e.g., a 56 hour per pay period nurse who takes a 64 hour per pay period position will remain at 56 hours per pay period. Likewise, a 64 hour nurse who takes a 56 hour position may remain and be scheduled at 64 hours per pay period on that unit. However, a nurse scheduled three 12 hour shifts per week (72 hours/PP) who is being reassigned shall have the option when moving to an eight hour shift to work part time in a 72 hour per pay period position or work full time in an 80 hours per pay period position.
- 8) “**Low Seniority Roster**” is the roster developed during reassignment/layoff for the affected clinical group from which displaced nurses may select comparable positions for bumping. The Low Seniority Roster shall consist of the comparable vacant positions (not to exceed one (1) newly created FTE vacant position from Float Group per shift; Float Group vacancies caused by turnover of nurses may be included as other vacancies) management has approved to fill and comparable positions held by the least senior nurses in the Clinical Group affected by a reassignment/layoff. The number of positions on the low seniority roster shall be equal to the number of comparable positions of staff desiring to be reassigned and retain a position at PSHMC. (For example, if three (3) full-time day positions are identified for reassignment, the applicable low seniority roster from which the Displaced Nurse would select a position would consist of the vacant positions (which are the least senior since no one is in the position) and positions held by the least senior staff to equal three (3) full-time day positions in the applicable Clinical Group.) If, during reassignment, staff elects not to accept a position or select a position outside of the clinical group, the low seniority roster will be adjusted so there are only equal numbers of positions available on the roster for those remaining to be reassigned.

- 9) “**Displaced Nurse**” is a nurse whose position has been eliminated or reduced during a reassignment/layoff or a nurse who has been bumped as a result of the reassignment/layoff process but whose seniority allows the nurse to bump into a position.

**9.5.2 Reassignment/Layoff Procedure.** The reassignment/layoff process shall be accomplished by a reduction of the least senior nurse(s) on the affected unit/shift followed by choosing intra-unit bumping or Clinical Group bumping if applicable on the basis of seniority, most to least senior as provided below. The reassignment/layoff procedure will be used in situations when nurses will experience a mandatory reassignment/layoff. The reassignment/layoff procedure is as follows:

- A. **Intra Unit Bumping.** A displaced nurse, wishing to remain on his/her unit may elect to do the following:
- 1) Take a vacant position of equivalent hours on a different shift;
  - 2) If no vacancy of equivalent hours, bump the least senior nurse of equivalent hours on the remaining shift(s);
  - 3) If no position of equivalent hours, may take a vacant position of lesser hours;
  - 4) If no vacant position of lesser hours, bump the least senior nurse with a lesser number of scheduled hours, but at least twenty (20) hours per week so the nurse may retain benefits (unless the displaced nurse is in a current budgeted position of lesser hours).

OR,

The nurse may elect to do the following to retain a position on their same shift and unit;

- 1) Take a vacant position of lesser hours on the same shift;
- 2) If no vacant position of lesser hours is available, bump the least senior nurse on the same shift in a position with less hours.

**B. Clinical Group Bumping.**

- 1) Nurses who are not able to or elect not to remain on their unit may select an open comparable position or may choose to take a vacant position outside the affected clinical group for which he/she is qualified if the nurse so desires.
- 2) If there is no vacant comparable position, the nurse must bump the least senior nurse in a comparable position.
- 3) If none, the nurse must select into a vacancy of equivalent hours on the other two shifts within the clinical group or if no vacancy, bump the least senior nurse on the remaining two (2) shifts with an equivalent number of hours within the Clinical Group.
- 4) If none, the nurse must first take a vacant position within the Clinical Group of twenty (20) hours a week or more, or if no vacant positions exist, bump the least senior nurse in the Clinical Group with a lesser number of hours but at least twenty (20) hours per week so the nurse may retain benefits (unless the displaced nurse is in a current budgeted position of lesser hours).
- 5) If none, take a vacant position if qualified of equivalent hours or fewer hours but at least twenty (20) hours per week so the nurse may retain benefits (unless the displaced nurse is in a current budgeted position of lesser hours) outside the Clinical Group.
- 6) If no vacant position exists, bump the least senior nurse in a position of equivalent hours or fewer hours but at least twenty (20) hours per week so the nurse may retain benefits (unless the displaced nurse is in a current budgeted position of lesser hours) if the displaced nurse has more seniority and is qualified as determined by an interview.
- 7) A nurse on layoff status who is either employed on a reduced FTE status or as a supplemental nurse may complete and transmit to the Nurse Staffing Office, a list of units where the nurse feels able to perform the work needed in accordance with Section 9.11 of this Agreement. Nurses who have experienced a complete reduction of FTE shall be allowed to transfer to supplemental status within their Clinical Group. Such nurse will be given priority over nurses on regular supplemental

status for temporary staffing needs up to the nurse's pre-layoff budgeted FTE per pay period.

- 8) A nurse who is laid off shall at the time of layoff be paid for all his/her accumulated PTO.
- 9) The Medical Center will not use the layoff procedure to effect staffing changes between bargaining unit employees and non-bargaining unit employees.

**9.5.2.1 Reinstatement Roster.** In the event of a reassignment/layoff, the names of nurses who did not retain a comparable position within the Clinical Group will be placed on the reinstatement roster for a period of one (1) year from the date of reassignment/layoff. A nurse who has been placed on the reinstatement roster will be removed only when he/she accepts or refuses to accept a comparable position within his/her Clinical Group. For nurses on the reinstatement roster who were scheduled to work three (3) twelve (12) hour shifts per week prior to the layoff/reassignment, a comparable eight (8) hour position would have to allow the nurse the option of either working seventy-two (72) hours per pay period as a part-time nurse or eighty (80) hours per pay period to maintain the nurse's full-time status.

If a nurse, because of layoff or reassignment, takes a supplemental position on his/her unit or takes a position on another unit, and if such nurse applies for a vacant position on their original unit, the nurse will have the same status as a core unit nurse for all openings on that unit for a period of one year over all non-unit applicants.

**9.5.2.2 Order of Reinstatement.**

- 1) Vacant positions (including increasing the budgeted hours of existing positions) will be offered to all nurses on the reinstatement roster as they become available before any transfers within the Medical Center take place and before they are posted. Nurses on the reinstatement roster will be called by the Human Resources Department and offered position(s) in their Clinical Group as they occur. When a vacancy is filled from the reinstatement roster, the order of reinstatement will be in order of seniority. A nurse unable to respond to notice of recall due to a reason justifying a leave of absence shall be transferred to appropriate leave of absence status. Nurses on the reinstatement roster shall be given priority for supplemental vacancies within their Clinical Group. If a supplemental vacancy occurs, nurses on the reinstatement roster shall be notified and given priority for such position within their Clinical Group. A nurse who accepts a supplemental position shall remain on the reinstatement roster per 9.5.2.1. A nurse on the reinstatement roster who refuses a supplemental position shall remain

on the reinstatement roster for a comparable position and shall notify Human Resources if they choose to be notified of future supplemental vacancies.

- 2) Nurses on the reinstatement roster may apply for positions outside their Clinical Groups and will be given preference; however, the Medical Center shall not be obligated to inform nurses about these positions.
- 3) The Human Resources Department shall call each eligible nurse on the reinstatement roster on the same day. The nurses will be told that the other nurses on the reinstatement roster are being called at the same time. Each nurse shall have 48 hours to inform the Human Resources Department whether he or she accepts the position. The most senior person wishing to accept the offer will get the position and the remaining nurses will be informed of the outcome. A nurse on the reinstatement roster who refuses to accept a non-comparable position within his/her Clinical Group will not be removed from the reinstatement roster. A nurse on the reinstatement roster who accepts a non-comparable position will remain on the reinstatement roster until offered a comparable position. If no nurse from the reinstatement roster accepts the position, transfers within the Medical Center may take place and the position may be posted. Nurses on the reinstatement roster are responsible for keeping Human Resources apprised if they are unable to be reached by phone. If Human Resources is unable to reach the nurse by phone within 48 hours, the position will be given to the most senior eligible nurse who responded that he or she accepted the position.

**9.5.2.3 Benefits and Seniority Restoration.** Upon re-employment from such roster, the nurse shall have all previously accrued benefits and seniority restored with no change to the nurses' anniversary date or tenure date if the nurse is reinstated within 30 days.

**9.5.2.4 Loss of Seniority.** Nurses shall only lose their seniority rights for one of the following reasons:

- \* Voluntary termination.
- \* Discharge for just cause.
- \* Failure to report from layoff within fifteen (15) days after receiving notification of a comparable position.
- \* Failure to keep the Medical Center informed of current address and phone number while on layoff.

**9.5.3 Severance Pay.** A nurse who is laid off will be provided severance pay under one of the following conditions:

- 1) The nurse does not receive a comparable employment opportunity and subsequent offer of continued employment at PSHMC through the reassignment/lay off procedure. .
- 2) One week for each year of service with a minimum of 2 weeks and a maximum of 20 weeks. “Years of Service” are defined as total full years of service at PSHMC from date of hire as an RN. A partial year of service will not be counted. Each week of severance pay will be based on their current budgeted hours per week.

Medical, dental, vision insurance coverage and any other benefits to which the employee is legally entitled will continue through the end of the month in which the employee’s employment ends.

The calculation for severance pay will be based on the regular rate of pay at the time of layoff plus any certification pay and shift differential. Severance pay will be paid to the nurse in a single lump sum payment, based on the calculation described above. If a nurse returns to employment at PSHMC during the severance period, a pro-rated amount of the lump sum must be repaid.

PTO and EIT will not accrue on severance pay.

## **9.6 COBRA Coverage**

In addition to the severance payment the Medical Center will pay the nurse in a lump sum, which after normal and legally required withholding and deductions are applied, is intended to cover the nurse’s cost of continuing the nurse’s elected health insurance benefits equivalent to the number of weeks of severance received (with a minimum of one month) under COBRA. If a nurse returns to employment at PSHMC during the severance period, a pro-rated amount (based on a monthly calculation) of the lump sum must be repaid.

## **9.7 Progressive Discipline and Just Cause**

Discipline and discharge shall be for just cause. A regular status nurse disciplined or discharged shall be entitled to utilize the provisions of the grievance procedure herein, if the nurse believes that such discipline and/or discharge was not for just cause.

**9.7.1** The Medical Center will use progressive discipline when appropriate. Progressive discipline is defined as:

- 1) First written warning (given to the nurse and a copy placed in the nurse’s personnel file).

- 2) Second written warning (given to the nurse and a copy placed in the nurse's personnel file).
- 3) Suspension Without Pay. (Optional)
- 4) Discharge.

The above step to be initiated will depend on the nature and seriousness of the performance incident.

After two (2) years, if no further disciplinary action is applied, the nurse may request written warning notices be removed from his/her personnel file. Any reference to them on the interim performance progress notes will also be discarded after this two (2) year period. Performance appraisals shall reflect the nurse's job performance and behaviors, and may include reference to coaching or corrective action less than two years old. Notwithstanding the foregoing, if a nurse receives a written warning for conduct deemed to be in violation of State or Federal Law or the Nurse Practice Act, the written warning may be retained in the nurse's personnel file but shall not be deemed relevant for purposes of future progressive discipline or for evaluating a nurse's qualifications under the job posting provision of this Agreement after two (2) years if no further disciplinary action is applied. During the two (2) year period disciplinary actions may not be considered, as the sole reason to deny consideration for transfer, unless the discipline is relevant to the employee's performance of the posted position.

**9.7.2** Except in situations for which immediate discharge is appropriate, a nurse may be discharged only after receiving two (2) written warnings.

**9.7.3** A nurse may request the presence of an Association representative during any investigatory meeting which the nurse believes may lead to a disciplinary action. The manager or supervisor shall inform the nurse of the purpose of such investigatory meeting in advance. Except in any case requiring immediate action on the part of the Employer, the nurse shall be allowed a reasonable amount of time to obtain Association representation. A mutually agreed upon meeting date and time will be established. Association representative, the manager, and the nurse involved to take place no later than ten (10) calendar days from the date the nurse was informed of the necessity of an investigatory meeting, unless a later date is agreed upon by the manager and Association representative.

**9.7.4** When the Medical Center initiates disciplinary action in response to a charge or complaint by a third party, the nurse shall be informed of the source of such charges, nature of the allegations, and the name(s) of the accusing party, unless prohibited by statute or regulation.

## **9.8 Exit Interview**

A routine exit interview shall be encouraged with a representative of the Human Resources Department prior to the nurse's last day of work or by responding to an online exit interview survey. The nurse will make a good faith effort to contact the Human Resources Department to schedule this exit interview.

## **9.9 Personnel Information**

With the exception of reference verifications, nurses shall have access to their personnel file and will be provided copies of materials upon their request. After completion of the probationary period, the Medical Center, upon the request of the nurse involved, shall remove and destroy reference verifications and other third party material.

## **9.10 Open Positions Posted**

Notices of Registered Nurse positions to be filled shall be posted on the Sacred Heart Medical Center Internet Job Posting web page at least five (5) days in advance of filling the position in order to afford presently employed Registered Nurses the first opportunity to apply. All position requests will be made via the Internet application process. Qualified nurses presently employed at the Medical Center shall have the first choice for open positions. The Medical Center will notify each nurse who was not selected for the position within seven (7) days from the date the position is filled.

**9.10.1 Intra-Unit Transfers:** Intra-unit postings (including any extra hours to be added to existing FTEs on a unit) shall be emailed to all RNs and posted on the affected unit at least five (5) days in advance of filling the position. The intra unit postings shall include: the requisition number, the department/unit, title, shift, budgeted hours per week, or supplemental, shift length, call requirements, if any; and qualifications. This affords presently employed RNs on that unit the opportunity to request an intra-unit transfer or request to add additional hours as posted. Unit RNs interested in the position/hours will email the unit manager and apply through the applicant tracking system to identify their interest in a specific position within the five (5) day period. Intra-unit transfers of Core Staff members will be administered based on seniority. Full-time or part-time nurses working on a unit shall have priority for positions which open on the unit over supplemental nurses working on the unit as well as over nurses from outside the unit.

A good faith effort will be made by management to enact intra-unit transfers within an eight (8) week period from the date the nurse accepted the position. If the intra-unit transfers cannot be accomplished within eight (8) weeks, the affected RN will be paid one dollar (\$1.00) per hour beginning the first day of the ninth week until the transfer is achieved. Unless mutually agreed upon by the nurse, the transfer will take place no later than sixteen (16) weeks after the nurse has accepted the position.

**9.10.2 Inter-Unit Transfers:** Inter-unit department transfers will occur within six (6) weeks of the date the employee accepts the position unless mutually agreed upon by staff and managers.

A supplemental nurse who has met the commitments contained in the Supplemental Agreement and been assigned on a unit for a minimum of twelve (12) months will be given priority in filling open positions on that unit over staff from outside the unit.

Full-time and part-time staff as well as supplemental nurses may bid on posted positions outside their unit. Selections will be determined by qualifications and seniority.

If an RN questions the seniority of another RN who she/he feels has less seniority, the objecting RN must notify the manager within ten (10) calendar days after the transferred RN begins his/her new schedule so that exact hours worked as a Registered Nurse can be tabulated and resolution achieved.

After being selected for a new position, a nurse shall remain in that position for a minimum of six months before seeking another inter-unit transfer, unless otherwise agreed to by the Employer

**9.10.3 Records of Postings and Applications.** All postings and applications shall be retained by Human Resources for a period of at least 45 days.

## **9.11 Change of Status**

If a nurse's request for a change of status is approved from full time to part time or part time to full time or to change regularly scheduled hours, it shall normally require at least one full pay period lead time before such change of status will become effective.

## **9.12 Float Pool**

A float pool shall be established to which certain nurses shall be assigned. Nurses in the float pool will be assigned a specific clinical float group. Float nurses shall be given orientation sufficient to allow implementation of an assignment to units within their clinical float group. The float nurse shall be allowed to show cause why they should not accept an assignment. Float pool nurses assigned to float to a unit outside their clinical float group will only be assigned a functional assignment unless they volunteer and are qualified to assume a patient assignment outside their float group.

Guidelines for clinical float groups (include cross training) for float pool nurses may be reviewed and recommendations proposed by the Nurse Practice Committee and approved by the Conference Committee.

A float pool nurse shall be responsible to inform the charge nurse of any task or procedure for which the nurse feels inadequately prepared to perform. The charge nurse will

then review the patient assignment and make accommodations/adjustments to the assignment before work commences so that patient safety is maintained.

A float pool nurse will not be expected to assume the role of unit charge nurse. An exception to this guideline may be necessitated by a crisis situation and may be made only after consultation with a nurse manager or nursing supervisor and in agreement with the float nurse involved.

**9.12.1 Inter-Unit Floating.** Nurses assigned to a specific unit shall not be required to float and take a patient assignment outside their clinical floating group.

Nurses who float to another unit within their defined clinical float group will be responsible for an appropriate patient assignment based on their skills and competency. The nurse shall be provided with orientation sufficient to allow effective implementation of assignment, or they shall be allowed to show cause why they should not accept an assignment. The nurse is responsible to inform the charge nurse of any task or procedure for which the nurse feels inadequately prepared. The charge nurse will then review the patient assignment and make accommodations/adjustments to the assignment before work commences so that patient safety is maintained. If the nurse and charge nurse cannot reach agreement on the assignment, the manager or the supervisor will be called to intervene in a timely manner, preferably prior to work commencing. The nurse and the charge nurse will be expected to collaboratively provide the care needed until resolution can be achieved so that safe patient care will not be compromised in this process. Guidelines for clinical float groups may be reviewed and modified when mutually agreed upon by management and Local Unit Officers at Conference Committee.

Clinical Float groups are as follows (see Addendum for Clinical Group Definitions):

<b>UNIT:</b>	<b>TO:</b>
2N	2S, 6N, 6S, 9N
2S	2N, 6N, 6S, 8S/N,
6N	4N/S, 5S, 5N, 6S, 7N, 7S, 8S/N, 9N
6S	4N/S, 5S, 5N, 6N, 7N, 7S, 8S/N, 9N
5S	Non-monitored patients: 4N/S, 5N, 7N, 7S, 8S/N, 9N, L2E
4N/4S	Non-monitored patients: 5N, 5S, 7N, 7S, 8S/N, 9N, L2E
5N	Non-monitored patients: 4N/S, 5S, 7N, 7S, 8S/N, 9N, L2E
7N	Non-monitored patients: 4N/S, 5N, 5S, 7S, 8S/N, 9N, L2E
7S	Non-monitored patients: 4N/S, 5N, 5S, 7N, 8S/N, 9N, L2E
8S/N	4N/S, 5N, 5S, 6N, 6S, 7N, 7S, 9N, L2E
9N	4N/S, 5N, 5S, 6N, 6S, 7N, 7S, 8S/N

PICU	NICU, 3S, MB (Infants only), 3E
3S	NICU, PICU, 3S, MB (Infants only), 3E
NICU	PICU, 3S, MB (Infants only), 3E
MB	NICU, L & D (Antepartum only)
L&D	MB, NICU
3E	NICU, PICU, 3S, Peds OP ONC, MB (Infants only),
Peds OP ONC	3E
AGPU	PCCA, Psychiatry Emergency Department
PCCA	AGPU, Psychiatry Emergency Department
Psychiatry ED	AGPU, PCCA
Group I Floats	2N, 2S, 6N, 6S, 8S/N, 9N
Group II Floats	4N/S, 5N, 5S, 6N, 6S, 7N, 7S, 8S/N, 9N, L2E
Group III Floats	NICU, PICU, 3S, 3E, MB
Group IV	AGPU, PCCA, Psychiatry Emergency Department

**Surgical/Outpatient Services:**

SAU	DBDS (pre/post), Endoscopy (pre/post), CARA
DBDS (pre/post)	SAU, PACU, CARA, Endoscopy (pre/post)
DBDS (OR)	Main OR
Endoscopy	SAU, DBDS (pre/post), CARA
CARA	SAU, DBDS (pre/post), Endoscopy (pre/post)
PACU	DBDS (pre/post); SAU
Surgery Float Pool A and B	DBDS (pre/post), Endoscopy (pre/post), SAU, PACU, CARA
Peds Surgery Center	No designated clinical float group
MOR	DBDS(OR)

**Other Departments-**

Radiation Therapy	No designated clinical float group
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Peds ED	No designated clinical float group
ED	No designated clinical float group
Vascular Access	No designated clinical float group
Cardiovascular	No designated clinical float group
PreAdmission Unit	No designated clinical float group
Radiology	No designated clinical float group
Lactation Specialists/consultants	No designated clinical float group
Wound/Ostomy Therapy	No designated clinical float group
WOPC	
L2E	No designated clinical float group

Nurses assigned to float to a unit outside the above unit float groups shall only be assigned a functional assignment unless they volunteer and are qualified to assume a patient assignment.

A nurse who is floated will not be expected to assume the role of unit charge nurse or team lead. An exception to these guidelines may be necessitated by a crisis situation and may be made only after consultation with a nurse manager or nursing supervisor and in agreement with the nurse involved.

The use of bump and float will be minimized whenever possible. If no other alternative is available to meet the staffing needs, then the reduction of any one unit's core RN staff below 60% will not occur. Example: A unit needing six (6) RNs for staffing a shift will not have bump and float assignments resulting in the unit retaining less than four (4) core RNs.

Float assignments among the inpatient units will be made with the intent of a minimum of four (4) hours or more in duration or through the completion of a shift. If a nurse has been assigned to float to two (2) units and given a patient care assignment within one shift, the nurse will not be required to go to another unit and assume a patient care assignment unless the affected nurse agrees. (The nurse may be assigned to go to multiple units for functional assignments).

Nurses will not be required to float outside the Psychiatry clinical float group except to assume a 1:1 functional assignment to provide psychiatric/safety support to the psychotic/suicidal patients outside their clinical group. Nurses from other clinical

float groups will not be required to accept “functional assignments” on PCCA, AGPU, and Psych ED.

**9.12.2 Functional Assignment:** The definition of a “functional assignment” is delegated nursing care, excluding total independent patient assessment and team leading, under the direction and monitoring of a staff nurse on that unit, which can be performed independently or in concert with other unit staff.

**9.12.3 Temporary Assignment.** The definition of “temporary assignment” is a core staff or core float who retains their position in terms of cost center number, unit/hours/shift who volunteers to be temporarily assigned for a limited time to work on another unit on a regular basis for an equal number of budgeted hours. The temporary assignment will not exceed three (3) months unless mutually agreed between the Medical Center, the nurse, and the Local Unit Chairperson. In no way does this constitute that this staff person is supplemental or core staff on the unit to which they are temporarily assigned. Temporary assignment may be used on a voluntary basis to meet staffing needs for time limited vacancies, when an assessment period is needed to determine position/hours needing to be filled, and to temporarily assign staff from a unit/shift or groups of units/shifts experiencing a sustained low census to an area needing more staff than their current core/supplemental staff can meet.

When the staff return to their original assignment (unit/float group), they may elect in writing to volunteer to be available to float to the area of previous temporary assignment whenever scheduled to work. Staff may rescind the voluntary agreement anytime by providing two (2) weeks notice in writing and stating the desire to return to rotational floating with the other staff on their home unit.

**9.12.4 Cross-Train Assignment.** Staff may request to be cross-trained to a unit outside their float group. The request must be approved by the nurse’s supervisor and the manager of the cross-train unit. Training will occur as mutually agreed to by the manager and the nurse affected. Once cross-trained, the staff person will float, if needed, to the cross-train unit on their regular scheduled days when their unit is overstaffed. This floating agreement will be for a minimum of six (6) months. In addition, the staff person must volunteer to be scheduled on the cross-train unit for a day mutually agreed upon by the Cross-Trained nurse and management. The shift is identified on the schedule as a “Cross Trained Extra” (CTX). The CTX shift will be on the nurse’s regular shift (unless s/he volunteers for a different shift) for a minimum of two (2) extra shifts/month. If the CTX shift is not needed, the nurse may elect one of the following options:

1. Work on their home unit, if needed;
2. Work on their home unit so a voluntary low census can be granted;
3. Float, if needed;

4. Go home.

After meeting the three (3) month agreement (floating and working extra on the cross-train unit), the staff person can submit a written statement providing two (2) weeks' notice indicating their desire to return to rotational floating with the other staff on their unit.

Nurses currently cross-trained are not required to comply with this Section.

### **9.13 Re-employment**

For purposes of accrual of benefits, nurses who are re-employed within twelve (12) months shall be entitled to previously accrued benefits and placement on the salary schedule which the nurse had at the time of his/her separation.

### **9.14 Orientation/Inservice Education.**

**9.14.1 Orientation Objectives.** The objectives of orientation shall be:

- a) to familiarize new personnel with the objectives and philosophy of the Medical Center.
- b) to orient new personnel to policies and procedures, their functions and responsibilities as defined in job descriptions.
- c) to orient presently employed personnel to new policies and new procedures or to new areas of assignment which directly affect the nurse's assignment and responsibility.

Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, work area and/or shift work. The nurse shall be provided with orientation and training sufficient to allow effective implementation of the assignment so that the nurse may perform the tasks or procedures safely and independently. If the nurse believes that these conditions are not met, the nurse shall be allowed to show cause why he or she should not accept an assignment. The nurse is responsible to inform the charge nurse (or preceptor, if assigned) of any task or procedure for which the nurse feels inadequately prepared. The charge nurse (and preceptor, if assigned) will then review the patient assignment and make accommodations/adjustments to the assignment before work commences. If the nurse and charge nurse (and preceptor, if assigned) cannot reach agreement on the assignment, the manager or the supervisor will be called to intervene in a timely manner, preferably prior to work commencing. The nurse and the charge nurse (and preceptor, if assigned) will be expected to collaboratively provide the care needed until resolution can be achieved so that safe patient care will not be compromised in this process.

**9.14.2 Inservice Education.** The functions of inservice education in the Medical Center shall be:

- a. to promote the safe and competent care of the patient
- b. to develop staff competence
- c. to create an environment that stimulates learning, creativity and personal satisfaction. Topics to be offered will be determined by discussions between the nurses and the inservice department.

The objectives of the inservice education within the Medical Center shall be: to review the philosophy, objectives and functions of inservice education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends.

1. If nurses are required to attend inservice programs during their off duty hours, they will be paid at the appropriate rate.
2. Staff assigned to attend mandatory education sessions will be paid for the time in attendance.
3. If the nurse attends a mandatory education session less than their work shift length and the remainder of their work shift is less than four (4) hours, they will be paid for their entire shift, e.g., a ten (10) hour staff member attending an eight (8) hour class. A twelve (12) hour staff member attending a class for eight (8) hours that ends at 5:30 p.m. (and the end of their shift is 7:30 p.m.) is paid for twelve (12) hours.
4. If four (4) hours or more remain in the nurse's workday coinciding with the nurse's scheduled shift time, the nurse has the option to work, take PTO or take time off with no pay for the remainder of that shift. For example, a twelve (12) hour staff member attends a seven (7) hour class that ends at 3 p.m. and the staff member's shift ends at 7:30 p.m. B options for that staff member include: returning to work until 7:30 p.m., taking PTO or electing no pay/no work for the remainder of that twelve (12) hour shift.
5. Managers may schedule staff to "split" mandatory class shifts so that one staff member provides patient care for the first half of the shift while another attends the class and then they switch roles for the remainder of the shift. For example, an eight (8) hour staff member is assigned to attend a three-and-one-half hour class, while another provides patient care. The staff person who attended class then returns to the unit to provide patient care so the other staff member can attend the class during the remainder of the shift.

6. All education time hours will be entered into the time and attendance system using the appropriate code. Mandatory education hours are in addition to the continuing education hours referred to in Section 12.8, Paid professional/Educational Leave at Nurse's Request.

**9.14.3 CERP Approval.** Continuing Education Recognition approval for qualifying inservice education shall be maintained by the Medical Center.

**9.14.4 Resident Nurse Training Program.** The responsibility for instructional activities to meet the learning needs of resident nurses will be assumed by clinically competent and experienced nurses including those in the Department of Educational Services.

## **9.15 Staffing**

The Medical Center and the nurses agree that the same quality of care shall be maintained seven (7) days per week, and twenty-four (24) hours per day. In accomplishment of this goal, the following will be taken into account:

1. The number of patients per nursing unit.
2. The acuity of illness.
3. The unit/floor activity.
4. Patient/Staff safety.
5. Staff nurse input.

### **9.15.1 Staffing Levels.**

1. A nurse questioning the level of staffing on their assigned unit is encouraged to communicate this concern to his/her Nurse Manager, Assistant Nurse Manager or Charge Nurse.
2. The person in charge of the unit who has received this communication will assess the staffing levels and reallocate clinical unit resources when appropriate and possible. When no adjustments are possible within the unit, the person in charge will contact their immediate supervisor on duty.
3. If the situation is not resolved, the charge person again consults with the supervisor. The supervisor will utilize available management resources to attempt to resolve the situation.
4. Nurses concerned about unresolved staffing problems, implementation of this article or guideline changes are encouraged to complete the Staffing Analysis forms. Submitted Staffing analysis forms will be automatically forwarded to

the nurse manager and/or nursing supervisor and the Local Unit Chairs and Nurse Staffing Committee Co-Chairs. The Nurse Staffing Committee will collate the Staffing Analysis form data and shall provide a written report to the Conference Committee quarterly. If a pattern of similar staffing problems occur on the same unit three (3) or more times within a six (6) month period, the Nurse Staffing Committee will report this to the Conference Committee. A majority of the bargaining unit nurses on the Conference Committee, upon review, may determine the need for a Nurse Staffing Subcommittee review. The Nurse Staffing Subcommittee will consist of up to four (4) members of the Association (a representative from each shift on the unit, if indicated), unit manager(s), and the Department/Service Line Director. The Nurse Staffing Subcommittee will be formed and meet no later than thirty (30) days from the date that it is determined that a panel is needed. The Nurse Staffing Subcommittee will update the Conference Committee on the issue(s) and possible resolution within sixty (60) days of the Nurse Staffing Subcommittee's formation. The outcome of the Nurse Staffing Subcommittee's work and any changes approved to be implemented will be reported back to the Conference Committee.

**9.15.2 Nursing Standards.** The hospital will continue to implement the rules and regulations of the Nursing Commission.

**9.15.3 Staffing.** The Medical Center and the Association recognize their shared interest in providing quality medical care and assuring the well-being of all nurses. The parties agree that assuring adequate staffing levels are critical to this purpose. Each unit in the Medical Center's facilities shall maintain staffing levels that take into consideration the acuity of patients and that ensure safe patient care and the safety of the nurses employed by the Hospital. It remains the responsibility of management to grant PTO requests and find necessary replacements as outlined in Article 10 in order to assure adequate staffing, yet provide for time off.

**9.15.4 Unit Based Task Force.** Each unit of PSHMC will form a committee that will review the patient acuity/staffing guidelines, staffing and scheduling issues and unit operations. The committee's goals are to improve standards of care, unit operations, and patient/employee safety and satisfaction. The members of the committee will include, but are not limited to, the nurse manager and/or assistant nurse manager and core staff registered nurses. The committee will determine the duration and frequency of meetings. The committee will forward minutes of the meetings to the Nurse Practice Committee. The Nurse Practice Committee will provide an overview to the conference Committee quarterly.

**9.15.5 Collaborative Practice.** RNs may develop a unit collaborative practice committee, with the concurrence of nurse managers and appropriate physician(s) for the purpose of enhancing the working relationships and teamwork necessary to provide good patient care.

## 9.16 Staffing Changes

The following is intended to provide for increased RN input into staffing decisions affecting registered nurses.

With the mutual goal of adequate and safe staffing that is fiscally responsible the Nurse Staffing Committee will evaluate data on a quarterly basis to determine trends in staffing patterns. This may include but is not limited to the review of current staffing guidelines, Staffing Analysis forms, internal and external benchmark data, and patient satisfaction.

If it is determined a change in guidelines is needed, the following process will occur:

- A. The Unit Manager will;
  1. Notify the Local Unit Chairperson by e-mail and mail identifying the unit and/or shift affected. This notification will include dates and be a minimum of two (2) weeks prior to the initial staff meeting(s) to discuss these changes.
  2. Post unit staff meeting notices. The purpose of the staff meeting(s) will be to discuss staffing changes and seek input from the affected nurses. At the staff meeting(s) the Unit Manager will discuss the data and trends that have been identified and the intended changes and obtain any additional input from staff of the affected unit shift(s). In addition, the manager will outline the evaluation method related to these changes. If requested by the unit staff, a Local Unit Officer may be present at the meeting(s) to clarify contract related issues.
  3. Post a notice of the next Nurse Staffing Committee meeting, stating date/time/place. This information is provided so RNs may attend the Nurse Staffing Committee meeting to provide input.
- B. WSNA Local Unit Officer(s) or designee(s) may arrange a meeting with the affected staff to review the process related to staffing changes. (Attendance at this meeting will not be paid by the Medical Center.)
- C. The Unit Manager will notify the Association and Local Unit Chairperson by e-mail and mail of the intended changes at least two (2) weeks prior to the next regularly scheduled Nurse Staffing Committee meeting. Such notice shall include the timeline for implementation of the staffing changes on the affected unit/shift. RNs from the affected unit/shift will be invited to attend the Nurse Staffing Committee meeting provided the unit staff meetings have been completed.

- D. At the Nurse Staffing Committee the Medical Center shall provide the Nurse Staffing Committee and the Association with pertinent background data and information relevant to the unit (cost center) budgetary parameters, timelines and/or care delivery goals sought to be accomplished by the intended changes. The Nurse Staffing Committee shall review the intended staffing changes and provide input to the unit manager related to those changes prior to implementation. Unit nurses may attend the meeting, however, only one nurse selected by the Association from each affected shift(s) on the affected unit(s) shall be provided paid release time to attend the Conference Committee meeting. Nurses and managers will be expected to express their viewpoints and treat each other with mutual respect.
- E. A WSNA nurse representative may attend the Nurse Staffing Committee meeting(s) to discuss the intended staffing changes.
- F. The Chief Nurse Executive and the managers/directors from the affected unit(s) will attend the Nurse Staffing Committee to discuss the intended staffing changes.
- G. Any staffing changes will be evaluated on the affected unit and a report will be prepared by management and staff. The criteria used in the report will include, but will not be limited to, the following: staff satisfaction, patient outcomes, budgetary constraints and care delivery goals. Management will provide a written report to staff nurses on the unit and to the Nurse Staffing Committee for review at a regularly scheduled meeting no later than six (6) months following implementation of the changes to the staffing guidelines. The Nurse Staffing will then examine the findings and discuss any concerns.

#### **9.17 Staffing Committee**

- 1) The parties' established Nurse Staffing Committee (NSC) shall be responsible for the development and oversight of the Medical Center's staffing plan and will review complaints raised by nurses regarding the implementation of the plan as well as those activities required of it under RCW 70.41., *et seq.* and its successors.
- 2) At least one half of the members of the NSC shall be members of the bargaining unit, with a minimum of six (6) chosen by the Association. The Association may invite bargaining unit members who are not members of the NSC to attend NSC meetings with advance notice.
- 3) A bargaining unit nurse attending an NSC meeting shall be relieved of all other work duties and shall receive her/his regular rate of pay for time spent in an NSC meeting.

- 4) The parties will hold NSC meetings at least monthly for at least three (3) hours, unless otherwise agreed upon by NSC members.
- 5) The WSNA staff representative may attend NSC meetings as a non-voting member.
- 6) The NSC will produce the Employer's annual nurse staffing plan. The Employer will provide the plan to the Association. If this staffing plan is not adopted by the Employer, the chief executive shall provide the NSC with both a written explanation of the reasons why the plan was not adopted and a copy of the revised or redrafted plan.
- 7) A nurse who either believes that the staffing practice does not comply with the existing staffing plan or who objects to a particular shift-to-shift variation may file a complaint with the NSC. The Employer will not retaliate against or engage in any form of intimidation of any nurse for making a report or complaint to the NSC.
- 8) The NSC will consider all received complaints brought by Registered Nurses. The NSC will designate each complaint as either resolved, dismissed or unresolved. The NSC will provide a written response to the RN involved in the complaint. If consensus cannot be reached, the process for determining the resolution of a submitted complaint shall be reached by a majority vote of the full Committee; not just the majority of the members present at a particular meeting. The Employer shall provide the Association with a copy of each complaint received, the NSC's designation and statement of explanation for each complaint and any supporting data received by the NSC relevant to the complaint.
- 9) The Chief Executive will attend one meeting annually, immediately prior to the Employer's annual nurse staffing plan submission.
- 10) In the event the Employer intends to revise or amend an existing staffing plan, it will notify the Association and NSC by email of the intended changes (including a copy of the proposed revision or amendment) at least two (2) weeks prior to the next regularly scheduled Nurse Staffing Committee meeting. The NSC shall then meet to consider the proposed revision or amendment and offer changes to the Employer's proposed revision or amendment. The Employer shall either adopt the changes offered by the NSC or provide the NSC with a written explanation of the reasons for rejecting the offered changes. The Medical Center will continue to be open to discuss any new ideas related to the changes at future NSC meetings.

## **9.18 Mandatory Call**

The following units/services are areas that warrant a mandatory call scheduling system due to scheduling needs, hours of operation and/or specialized patient programs: Main OR, Surgery Float Pool, PACU, Endoscopy/Medical Procedures, Radiology, Pediatric Surgery Center, Peds After Hours, Cardiovascular and 2N MOBI Areas which currently have call schedules will continue this practice. If new programs/services are instituted that require call teams or extra call teams within these above stated areas/units, qualified volunteers (including supplemental staff) will be solicited first from staff within the clinical groups. If the number of qualified volunteers does not meet the need for responding to these patient care services, call will be assigned on a rotational and equitable manner among qualified staff within the unit, including supplemental staff where appropriate.

**9.18.1 Notification of Call.** Scheduled personnel or call personnel who are performing a case or recovering a patient and whose shifts are ending have the option to stay overtime if the case is expected to finish within an hour into the next assigned call time period. If the case goes beyond the hour, the Charge Nurse or Registered Nurse would reassess the situation, i.e., the need to call in the next team.

If the personnel cannot stay, the assigned on-call crew for the next shift may be notified one-half hour before their scheduled call for notification purposes. If they are reached and agree to come in immediately, standby call will be reimbursed from the time the call was initiated.

If unable to reach the oncoming assigned call individual, the notification call will be made again at the time the on-call shift is to start.

In instances where there is not another call person scheduled for the next shift and it is one-half hour before the call period ends, the on-call person will be given the option of coming in. If this person chooses not to come in, the charge nurse/primary call nurse will call other qualified personnel from a telephone roster to see if anyone would be available to come in. If they agree to come in, they will be paid standby and appropriate pay for the hours worked and will agree to stay until the case or assignment is completed. If this is unsuccessful, the Nurse Manager/Assistant Nurse Manager/Nursing Supervisor will be contacted to determine the next course of action in this situation.

## **ARTICLE 10 – PAID TIME OFF**

### **10.1 Accumulation**

Both Paid Time Off (PTO) and PTO-Safe Sick leave days may be used for vacation, holidays and initial days of illness. Nurses may use PTO and PTO-Safe Sick Leave interchangeably. All nurses, including supplemental nurses, accumulate PTO-Safe Sick leave. The accrual rate for PTO-Safe Sick leave shall be one (1) hour for every thirty (30)

hours worked. Nurses who accrue both PTO and PTO-Safe Sick Leave are limited to a combined total as indicated below:

<u>Years of Service</u>	<u>Accumulation Rate FT 12 Hour</u>	<u>Per Paid Hour All Other RNs</u>	<u>Maximum Accumulation Per Pay Period</u>	<u>Full-Time Hrs/Yr</u>	<u>No. of 8 Hr Days/Year</u>
0-3 years	.106838	.096154	7.69 hrs	200	25 days
4-7 years	.128205	.115385	9.23 hrs	240	30 days
8-9 years	.132479	.119231	9.54 hrs	248	31 days
10+ years	.153846	.138462	11.08 hrs	288	36 days

PTO will be based on the Nurse's regularly assigned shift hours (8, 10 or 12).

## 10.2 Maximum Accumulation

Except as indicated below, nurses shall be allowed to accrue the following maximum number of PTO hours through December 31 of each calendar year:

<u>Years Of Service</u>	<u>Hours</u>	<u>Maximum Accumulation (8 hr Days)</u>
0-3 years	256	32 days
4-7 years	296	37 days
8-9 years	304	38 days
10+ years	344	43 days

**10.2.1 Maximum Accruals – Time of Measurement.** Nurses may accumulate PTO hours above the maximums provided in Section 10.2. However, except as provided in Section 10.2.2, any PTO hours in excess of the maximum as of January 1 of each calendar year shall be lost.

**10.2.2 Accruals in Excess of Maximum.** If a nurse is unable to use sufficient PTO to bring his/her account below the maximum because the nurse has had two (2) or more PTO requests denied, the nurse may carry over into the next year those hours which were requested off.

**10.2.3 PTO-Safe Sick accruals are not capped.** PTO-Safe Sick leave continues to accrue throughout the year. However, no more than 108 hours of PTO-Safe Sick leave may be carried over to the following calendar year. Any accrued PTO-Safe Sick hours that exceed the maximum 108 hours at year end will be cashed out annually.

## 10.3 Use of PTO

PTO days accumulate from the anniversary date or adjusted anniversary date. PTO days with the exception of traditional holidays may not be taken until attainment of regular status. (Traditional holidays are New Year's Day, Memorial Day, the 4th of July, Labor

Day, Thanksgiving Day and Christmas Day.) Nurses working on traditional holidays (the majority of nurses hours scheduled fall on the holiday) shall be paid at one and-one half (1 1/2) times their regular rate of pay.

#### **10.4 Part Time Nurse PTO Accrual**

Part-time nurses shall accrue PTO hours on a pro rata basis, according to all actual hours worked, plus low census hours and PTO, EIT and bereavement leave hours paid, not to exceed the maximum allowable accrual per pay period of a full-time employee or may select a salary premium in lieu of this provision (Section 6.3).

#### **10.5 Scheduled PTO**

Nursing staff shall submit application for PTO to the Nurse Manager and Assistant Nurse Manager two (2) weeks prior to the date(s) requested off. The Nurse Manager shall: (1) consider each nurse's application in chronological order of receipt of applications; (2) implement reasonable means necessary to honor the request by utilizing available supplemental or part-time nursing staff in order to maintain required staffing levels; (3) make a decision to approve or deny the request on the basis of the required number of nursing staff scheduled to meet patient care requirements; (4) inform the nurse of the decision in writing within seven (7) days of the manager receiving the written PTO request and post the approved PTO on the schedule. This does not apply to requests received prior to March 1 for PTO requested between the Friday before Memorial Day and the Tuesday after Labor Day; (5) requests for PTO will not be accepted any earlier than 12 months prior to the beginning of the PTO dates requested. If the request is denied, the nurse may find his/her own replacement to cover for a PTO request. Nurses may utilize non-scheduled supplemental as well as part-time qualified nurses who agree to work but who would not incur overtime.

**10.5.1** Effective for the 2017 Primetime period, scheduled PTO requested for dates between the Friday before Memorial Day and the Tuesday after Labor Day (Primetime) shall be submitted to the Nurse Manager prior to March 1 and any conflict of dates shall be settled on the basis of tenure date. This tenure rule is applicable only once during the Primetime period for a Primetime vacation of not more than three (3) weeks. However, nurses with twenty (20) or more years of service may elect to apply this rule twice during the Primetime period. The second request may not exceed two (2) calendar weeks. Any subsequent conflict of dates will be resolved on the basis of which request was submitted first. Any request under this sub-section shall be responded to by March 31.

**10.5.2** In case of conflict of PTO dates requested by two or more nurses outside Primetime period, the conflict will be settled: (1) on the basis of which request was submitted first, and (2) on the basis of tenure.

**10.5.3 PTO on Holidays.** Nurses may not submit a request for PTO time off which would include any time during the week of Thanksgiving Day, the week of Christmas

Day, or the week of New Year's Day more than three (3) months in advance of the holiday if the nurse was pre-scheduled on PTO that holiday week the previous year.

#### **10.6 Unscheduled PTO**

Nursing staff who submit a request for PTO less than two (2) weeks prior to the date(s) requested off shall: obtain appropriate replacement prior to submitting application to Nurse Manager through referral to nursing unit and nursing department supplemental nurse rosters. The hours scheduled for replacement will not increase salary costs including premium pay, or any overtime for that shift. The Nurse Manager shall make a decision to approve or deny the request on the basis of appropriate qualification of replacement and inform nurse of decision in writing as soon as possible and post the time schedule in a timely manner.

Nurses shall use PTO hours if they work in departments that are either closed or work a substantially reduced schedule on traditional holidays. If the RN works his/her budgeted hours within the pay period in which the holiday occurs, he/she will not be required to use PTO for the holiday. This will occur only at the nurse's request.

#### **10.7 PTO Maximum Accumulation and PTO Transfer to EIT**

Full-time nurses may accumulate the maximums set forth in Section 10.2 depending on length of service. Part-time nurses' maximum accrual is prorated. Once each anniversary year, up to 56 PTO hours may be transferred to the Extended Illness Time bank up to the Maximum allowable EIT.

#### **10.8 Part Time to Full Time Status Change**

When part-time nurses change to full-time status, they receive full credit for all the time they worked part-time for purposes of determining the number of hours of PTO and/or PTO-Safe Sick eligibility.

#### **10.9 Payment upon Termination**

At termination of a regular status nurse, any earned but unused PTO and/or PTO-Safe Sick hours (up to the maximum) will be paid to the nurse.

#### **10.10 Change of Status: Supplemental to Full-Time or Part-Time**

For purposes of determining PTO and/or PTO-Safe Sick eligibility, a supplemental nurse who is assigned to full-time or part-time status shall receive credit for a full year work as of each anniversary date.

### 10.11 Supplemental Nurses and Part-Time Nurses Time Off

Part-time nurses who elect the part-time nurse salary option and supplemental nurses are eligible for unpaid time off for personal leave as follows:

<u>After:</u>	<u>Eligible Unpaid Time off per Year</u>
6 Months of Service	1 calendar week, plus one (1) personal day
1 Year of Service	2 calendar weeks, plus two (2) personal days
4 Years of Service	3 calendar weeks, plus three (3) personal days
10 Years of Service	4 calendar weeks, plus four (4) personal days

In addition, other unpaid time off may be granted in relation to low census/low volume to the same extent as benefited nurses.

### 10.12 Use of PTO-Safe Sick Leave

A nurse using PTO-Safe Sick Leave shall be paid at the regular rate of pay including all premiums, certifications, etc., the nurse would have been paid had the nurse worked during the period the nurse used PTO-Safe Sick Leave.

Nurses may take PTO-Safe Sick Leave:

(i) to care for themselves or a family member for the following reasons: mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care; and

(ii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

(iii) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

For purposes of this section, "family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, or a parent-in-law;

(c) A spouse;

(d) A registered domestic partner;

- (e) A grandparent;
- (f) A grandchild; or
- (g) A sibling.

**10.13 Notification of Unforeseeable Absence for PTO-Safe Sick Leave**

Unless impractical, nurses shall notify the Employer at least two (2) hours in advance of the nurse’s scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. If the use of PTO-Safe Sick Leave is for an authorized purpose under the Domestic Violence Leave Act and is unforeseeable, then the nurse shall notify the Employer no later than the end of the first day of absence.

**10.14 PTO-Safe Sick Leave and Absenteeism**

The Employer may require verification for use of PTO-Safe Sick Leave for absences of three (3) days or more. The Employer will not adopt or enforce any policy that counts the use of PTO-Safe Sick Leave as an absence that may lead to or result in discipline against the nurse.

**ARTICLE 11 – EXTENDED ILLNESS TIME**

**11.1 Purpose and Accrual**

The Extended Illness Time (EIT) bank is to provide suitable protection for continued income and employment to the nurse who is incapacitated from performing her/his normal duties due to extended illness or injury and disability arising from pregnancy, miscarriage, childbirth and recovery therefrom. Any discipline for absenteeism shall be subject to recognized “just cause” standards.

Extended Illness Time (EIT) shall accrue as follows:

<u>Years of Service</u>	<u>Accumulation Rate FT 12 Hour</u>	<u>Per Paid Hour All Other RNs</u>	<u>Maximum Accumulation Per Pay Period</u>	<u>Full-Time Hrs/Yr</u>	<u>No. of 8 Hr Days/Year</u>
0+	.03419	.03077	2.46	64	8

**11.1.1 EIT Accrual.** Part-time nurses will accrue EIT hours on the basis of all actual hours worked, plus low census hours, and PTO, EIT and bereavement leave hours paid, not to exceed the maximum allowable accrual per pay period of a full-time employee. EIT will be paid based on the nurses regularly assigned shift hours (8, 10 or 12). Part-time nurses on pro-rated benefits will receive EIT pay for scheduled time missed due to illness.

## **11.2 Use of EIT**

EIT may be used following the sixteenth (16th) consecutive hour for a nurse in a budgeted position of 70-80 Hours/Pay Period; following the 12th Consecutive hour for a nurse in a budgeted position of 50-69 hours/Pay Period; following the 8th consecutive hour for a nurse in a budgeted position of 40-49 hours per Pay Period; missed due to illness or injury of the nurse, or the nurse's minor child. Following the sixteenth hour in a rolling year for a specific FMLA illness provided the employee identifies at the time of reporting the absence that it is related to a current and/or active FMLA. EIT may be used immediately upon hospitalization of the nurse, or the nurse's family member in accordance with Section 11.3.

Additionally, EIT may be used immediately for the nurse's on-the-job injury and for medical procedure/invasive surgery where the nurse is temporarily disabled and unable to work or the family member is unable to provide self-care with verification from the physician performing the procedure.

**11.2.1 Consecutive Absences.** If a nurse returns from EIT/PTO (used for illness) and must be absent again within ten (10) calendar days of the first occurrence for the same condition which justified the taking of EIT/PTO under Section 11.3, the nurse may access EIT pay as if the condition had resulted in consecutive absences. This provision shall apply no more than once per episode of illness.

## **11.3 Use of EIT to Care for Nurse's Children and Other Family Members**

Nurses will use accrued EIT and PTO to care for their child with a health condition that requires treatment or supervision, a spouse, parent, parent-in-law, or grandparent of the nurse who has a serious health condition or an emergency health condition as defined in RCW 49.12.270. "Child" means biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*. A "child" further means an individual who is (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

## **11.4 Position Held While on EIT**

A position shall be held open for a maximum of ninety (90) calendar days for a nurse on EIT. If the nurse is unable to return to work within that time, he/she, upon return, shall be offered the first available opening for which qualified. Refusal to accept two offers shall relieve the Medical Center of any obligation to the nurse. The nurse shall be notified when a position similar to that vacated becomes available and shall have first priority for that position.

## **11.5 Status Change**

There shall be no loss of accrued PTO or EIT hours when a nurse changes status from full-time to part-time or from part-time to full-time.

## **11.6 Proof of Illness**

The Medical Center reserves the right to require reasonable proof of illness.

## **11.7 Notice of Illness**

In order to receive a day of paid EIT, the nurse must provide Nursing Service Administration with sufficient notice of his/her impending absence. Day shift (7-3) must notify Nursing Service Administration two (2) hours prior to the start of the shift; evening shift (3-11) must notify Nursing Service Administration three (3) hours in advance of the beginning of the shift; and, night shift (11-7) must notify Nursing Service Administration three (3) hours prior to the beginning of the shift. Failure to provide such notice will result in loss of pay for that day.

## **11.8 Use of EIT During Vacation**

PTO is not interchangeable with EIT once a nurse begins vacation leave except when a nurse is hospitalized. Upon verification of hospitalization, EIT may be substituted for PTO during the period of hospitalization and recovery therefrom. Vacation leave is considered to begin once a nurse's shift ends on the last day of work immediately prior to the beginning of vacation.

## **11.9 EIT Termination Benefit**

Nurses who terminate in good standing after 20 years or more employment at Sacred Heart Medical Center shall receive payment at their regular rate of pay for twenty percent (20%) of all hours accrued in excess of 300 hours of accumulated EIT.

## **11.10 Light Duty**

The Employer will make a good faith effort to designate light duty positions for nurses required to work with physical restrictions due to an on-the-job injury or on-the-job illness. The nurse must have a written release from his/her attending physician and must comply with any regulations required by Washington State Worker's Compensation. Nurses performing light duty shall be compensated at their regular rate of pay. An evening or night shift nurse who is assigned light duty on the day shift shall not receive shift differential during that period of light duty. When a difference exists between the combination of Worker's Compensation and light duty work earnings and the nurse's earnings prior to the injury/illness, the difference may be paid from his/her EIT/PTO accrual upon the nurse's request.

## **ARTICLE 12 – LEAVE OF ABSENCE -**

### **12.1 Definition**

A leave of absence is a period of time during which a nurse temporarily leaves the employ of the Medical Center with the intention of resuming employment on a definite stated

date and during which time the nurse receives no pay or benefits. The rate of pay and benefits accrued at the time of taking a leave of absence are regained by the nurse upon return.

## **12.2 Leave Request**

All leaves are to be requested from the Leave Administrator in writing at least thirty days in advance when possible. The request will state all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Leave Administrator within ten (10) days. If denied, the written reply must state reasons for denying the leave.

## **12.3 Maternity/Paternity/Adoption Leave**

After satisfactory completion of the probationary period, leave without pay shall be granted upon request of the nurse for a period up to six (6) months for maternity, paternity or adoption purposes at the time of birth or adoption, without loss of benefits accrued to the date such leave commences.

If the nurse has not returned to work within eight (8) weeks of the commencement of the leave, the Medical Center will make a good faith effort to hold the nurse's position for an additional four (4) weeks. In the event the Medical Center is required to fill the position due to business necessity between the ninth (9) and twelfth (12) week period, the nurse will be notified and given the opportunity to return to work within seven (7) days. If the nurse elects not to return to work at that time, the nurse when returning from leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence.

## **12.4 Military Leave**

Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned paid time off. Any nurse who enlists or is drafted into the military service of the United States should be accorded those rights as set forth in the federal law governing veterans' re-employment rights. A copy of this law can be obtained in the Human Resources office.

**12.4.1 Military Spouse Leave.** Up to fifteen (15) business days of leave will be granted to a qualified nurse (nurse who averages 20 or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, vacation or sick leave, may be used at the nurse's discretion. The nurse must provide the Medical Center with notice of the nurse's intention to take leave within five (5) business days of receiving official notice that the nurse's spouse will be on leave or of an impending call to active duty.

**12.5 Jury Duty**

Nurses who report and/or serve on a jury shall be compensated at their regular rate of pay, and shall not be required to use PTO time. Night shift nurses may elect to receive compensation under this Section for either the shift before or following jury duty.

**12.6 Extended Educational Leave**

After one year of continuous employment, permission may be granted for leave of absence without pay for study without loss of accrued benefits to a limit of twenty-four (24) months.

**12.7 Paid Education Leave at Medical Center Request**

If the Medical Center requests a nurse to participate in or attend an educational meeting, the Medical Center will be responsible for the time and expenses.

**12.8 Paid Professional/Education Leave at Nurse’s Request**

After one year of continuous employment with the Medical Center, a leave of absence with pay for attending job related professional or educational meetings will be granted for full-time and part-time nurses regularly scheduled 20 hours or more per week, provided such leave shall be subject to the scheduling requirements of the Medical Center. For purposes of this section, any activities pertaining to labor relations or collective bargaining are excluded. Nurses are not eligible for paid educational leave for hours which result in overtime. Such leave shall be granted as follows:

	<b>Hours Scheduled Per Week</b>		
	20-29	30-35	36-40
1-5 years continuous service:			
Paid Hours per Year	16	24	32
6-10 years continuous service:			
Paid Hours per Year	24	32	40
11+ years continues service:			
Paid Hours per Year	32	40	48

Supplemental nurses who work 1,040 hours in a calendar year shall be eligible for up to sixteen (16) hours paid education leave in the next calendar year.

The employee may use educational leave equal to or less than the number of work hours otherwise scheduled for the day of educational leave. However, if the employee opts to use the educational leave for less than the number of work hours otherwise scheduled, the difference must be taken as PTO hours or the nurse shall work the remaining scheduled hours for which paid leave is not taken. The total hours used per year may not exceed the maximum allowed.

**12.8.1 Certification Exams.** A paid education day may be used by an eligible RN for taking a national certifying examination and/or the Medical Center's skills review exam, if offered.

## **12.9 In/Out of Medical Center Education**

A specified number of days will be granted to a nurse requesting attendance at an in or out-of-Hospital educational program when approved by the Department Manager and Administration when:

- a) There is a direct job relationship or application of such training or education to the nurse's assignment, the Medical Center will be responsible for payment of time based on the regular day's wage in addition to expenses for the program, provided such expense reimbursement shall be subject to budgetary considerations of the Medical Center.
- b) The education or training program is related to the nurse's professional growth or development and only indirectly related to the nurse's assignment, the Medical Center will be responsible to time and registration costs which shall be subject to budgetary considerations of the Medical Center.
- c) Education and training is of personal and general interest to the nurse without immediate or direct job application, the Medical Center may provide time off without pay for the nurse.
- d) If requested by the WSNA Unit Representative, Human Resources will provide a listing of the names of RNs in the bargaining unit who have received reimbursement from the continuing education fund for that quarter.

## **12.10 Tuition Reimbursement**

After one year of employment the Medical Center may provide up to 50% tuition and textbook reimbursement for nurses working in a budgeted position of 20 hours per week or more, and enrolled in an approved nursing curriculum. The amount to be paid shall be specified at the time the tuition and textbook reimbursement is approved is a maximum of \$2,500.

## **12.11 Illness (in excess of EIT)**

After satisfactory completion of the probationary period leave of absence without pay for health reasons may be granted for a period of four (4) months. The health insurance which the nurse had at the time the leave commences will be continued by the Medical Center for the duration of the leave (4 months). The nurse's job will be held for him/her during the leave of absence as provided under Family Medical Leave. If the nurse does not qualify for Family Medical Leave for this absence, the position will be held for eight (8) weeks. If the nurse has not returned to work within eight (8) weeks of the commencement of

leave, the Medical Center will make a good faith effort to hold the nurse's position for an additional four (4) weeks. In the event the Medical Center is required to fill the position due to business necessity between the ninth (9) and twelfth (12) week period, the nurse will be notified and given the opportunity to return to work within seven (7) days. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence.

The provisions of Family Leave will commence immediately upon qualification and notification of the leave. Family Leave will run concurrently with any paid time (PTO/EIT), unpaid time (Leave of Absence) or any combination of the two.

**12.11.1 Family and Medical Leave.** A nurse who has been employed at PPSHMC for a total of twelve (12) months, which need not be consecutive, and worked at least 1,250 hours during the twelve month period immediately preceding the commencement of Family Leave is entitled to twelve (12) weeks of Family Leave. The twelve (12) weeks may be used on an intermittent basis when necessary due to the health condition. This leave may be used for the following reasons:

- 1) The birth of the nurse's child or to care for such child.
- 2) Placement of a child with the nurse for adoption or foster care.
- 3) To care for a spouse, child or parent who has a serious health condition.
- 4) The nurse's own serious health condition.

A nurse applying for Family Leave must give the Medical Center advance notice of thirty (30) days when the leave is foreseeable. Medical certification of a serious health condition may also be required.

A nurse returning from Family Leave within the twelve (12) weeks provided under Family Leave shall be entitled to his/her previous position on the same shift, unit and the same number of budgeted hours providing the nurse's position was not otherwise eliminated in a layoff. Reinstatement would occur according to the recall provisions of this agreement.

The provisions of Family Leave will commence immediately upon qualification and notification of the leave. Family Leave will run concurrently with any paid time (PTO/EIT), unpaid time (Leave of Absence) or any combination of the two.

**12.11.1.1 FMLA & Family Member Active Duty Exigency.** An eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter or

parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

**12.11.1.2 FMLA Leave to Care for an Injured Service Member.** An eligible nurse is entitled to an additional twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for a spouse, son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

## **12.12 Bereavement Leave**

Leave of not more than three (3) days (twenty-four (24) paid hours) with pay shall be granted for death in the immediate family. Part-time nurses selecting pro-rata benefits will receive bereavement leave pay on a pro-rata basis. The family shall be defined as: spouse, siblings, step-siblings, step-parents, grandparents, grandchildren, parents, children, step-children, mother-in-law, father-in-law, and domestic partner. Full-time and part-time nurses are not eligible for paid bereavement leave until they have satisfactorily completed the probationary period. They shall, however, be granted not more than three (3) days bereavement leave without pay, during the probationary period in the event of death in the immediate family. Full-time and part-time nurses may utilize PTO in addition to bereavement leave sufficient to allow the nurse to take seven (7) consecutive calendar days off in event of a death in the immediate family.

## **12.13 Vacation Extension**

Vacation extension without pay of up to two (2) weeks may be granted.

## **12.14 Leave With Pay**

Leave with pay shall not alter a nurse's anniversary date or tenure date or otherwise affect the nurse's compensation or status with the Medical Center.

## **12.15 Leave Without Pay**

Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date or tenure date or the amount of PTO or EIT credits which would otherwise be earned by the nurse.

**12.15.1** Leave without pay for a period in excess of thirty (30) days will not accrue benefits during such leave.

## **12.16 Tenure Raises**

Nurses who are granted leave of absence of six (6) months or less shall receive tenure raises on their anniversary date or tenure date regardless of the number of hours worked during the year.

## **12.17 Personal Leave**

After five (5) years of continuous employment, full-time and part-time nurses shall be granted twelve (12) months leave of absence without pay for personal use. This will be available to those nurses every three (3) years thereafter.

# **ARTICLE 13 – HEALTH PROGRAM**

## **13.1 Health Tests**

Each nurse shall receive upon employment and on an annual or semi-annual basis (as determined by the TB risk assessment), if required in their area of work, or at the request of the nurse, a tuberculosis test. A positive reactor shall receive annual Tuberculosis symptom screening and require no further tuberculosis testing.

**13.1.1 Lab Tests.** All nurses shall be required to have rubella, mumps, varicella and rubeola titers upon employment without cost to the nurse, unless they can provide documentation of two (2) MMR and two (2) Varicella vaccines or documentation of previous positive titers. Nurses may obtain routine CBC lipid profile, comprehensive metabolic panel (CMP), and urinalysis from their licensed independent practitioner (LIP) or third party upon employment and annually, thereafter, without cost to the nurse. The Employer shall reimburse nurses for all charges and fees associated with obtaining such tests upon the nurse's timely submission of documentation (fourteen days from payment) confirming the nurse has paid for such charges or fees. Nurses who have completed the Hepatitis B vaccination series may request and receive at no cost a Hepatitis B titer provided the employee provides documentation of three (3) previous Hepatitis B vaccinations. A copy of the Hepatitis B test results shall be provided to the nurse.

**13.1.2 Bloodborne Pathogen Exposure.** Anytime a nurse experiences a potential exposure to bloodborne pathogens (e.g., needlesticks), the nurse may seek and receive care as stated in the Providence Sacred Heart Medical Center exposure control plan, at Employee Health Service, or the Emergency Department in the event that Employee Health Service is closed. Such care may include a tetanus booster, HIV baseline testing, hepatitis testing, and/or prophylactic treatment according to the hospital protocol. An incident report shall be filed. Confidential follow-up HIV testing may occur with the nurse's consent at periodic intervals, based on national guidelines. Any proposed changes to the exposure control plan shall be reviewed by the Employee Safety Committee. Human Resources will share needlestick and on-the-job injury statistics with the WSNA LUC twice a year upon request.

**13.1.3 Latex Sensitivity.** Nurses who are concerned that they may be latex-sensitive and/or those identified as latex-sensitive by a LIP should present appropriate documentation to Employee Health. Such nurses shall be provided readily available non-latex gloves/products for purposes of performing their assigned work duties.

Nurses who have clinical conditions that may increase the risk of acquiring infection and/or adverse reactions should present appropriate documentation of such risk and any other work restrictions recommended by a LIP to Employee Health.

Human Resources will inform the nurses about any options available, such as a short-term modified work assignment, an unpaid leave of absence, long-term disability or a reasonable work accommodation.

## **13.2 Worker's Compensation**

The Medical Center shall provide Worker's Compensation Insurance for all Registered Nurses. The Medical Center shall pay the difference between Worker's Compensation benefits and the nurse's regular earnings per week with such funds being drawn from accrued EIT and PTO. No employee shall be made greater or less than whole through receipt of Worker's Compensation and EIT/PTO benefits. A nurse receiving Worker's Compensation benefits shall receive seniority credit as long as the nurse is receiving EIT/PTO pay.

## **13.3 Health Insurance**

Effective on the date of hire or from the effective date in a benefit eligible status with a 30 day enrollment period medical insurance coverage shall be provided by the Medical Center for regular full-time nurses, and for part-time nurses employed in a budgeted position of 20 or more hours per week. The Medical Center will pay one hundred percent (100%) of the employee only premium for eligible nurses participating in the Health Savings (HSA) Medical Plan who are regularly scheduled (budgeted) to work thirty (30) or more hours per week and a minimum of seventy percent (70%) of the dependent(s) premium depending on the family coverage category chosen, subject to participation in the wellness initiative of the Medical Center. Nurses will receive the same Health Savings (HSA) Medical Plan benefit as all other employees at the Medical Center.

Employees in assigned FTEs of .5-.74 will receive benefits equal to at least eighty five (85%) of the premium cost received by .75-1.0 FTE employees for the Health Savings (HSA) Medical Plan.

The Employer agrees to offer the HRA, the HSA, Kaiser HMO, dental and vision coverage. For medical insurance, health incentive funding (including the Kaiser premium offset) for each of the medical plans will not be reduced; there will be no changes to annual in-network deductibles or annual in-network out of pocket maximums. The percentage of employee premium contributions for employee only coverage and dependent coverage will not change for medical coverage. The amount of twice monthly (bi-weekly/per pay period)

medical premium payroll contributions will not increase by more than 7% on a blended average basis in any benefit year.

Except as otherwise agreed to in this Agreement, material medical plan design changes will not be made unless required to comply with federally mandated Health Care Reform or other applicable law or regulation. The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform). The parties agree the Union may ask for interim bargaining over the impact of these changes. However, all other provision in the contract, including Article 17, will remain in full force and effect.

Changes in health care providers available under existing plans shall not be considered a reduction in benefit.

#### **13.4 Liability Insurance**

The Medical Center shall provide liability insurance for all nurses covering work performed while under the employ of the Medical Center.

#### **13.5 Life Insurance**

The Medical Center shall provide a life insurance program in the amount of \$20,000 for regular full-time nurses, and part-time nurses employed in a budgeted position of 20 hours or more per week. Nurses shall have the option of converting their life insurance at their own expense at the time of separation from the Medical Center.

#### **13.6 Retirement Plan**

The Employer will provide the Providence Health and Services Retirement Program for its employees in accordance with Plan terms. As of January 1, 2010, the program shall consist of (a) the (frozen) Core Plan, (b) the Service Plan, (c) the Value Plan, and (d) the 457 Deferred Compensation. Nurses currently eligible for the Career Average Plan will remain grandfathered and the components used to calculate the Career Average benefit will be set as of December 31, 2009, with the final Core Plan benefit calculated under that formula. Employees will migrate to the modified 401(a) Service Plan effective January 1, 2010.

#### **13.7 Dental Insurance**

Dental insurance shall be provided by the Medical Center for regular full-time employees and part-time employees employed in a budgeted position of twenty (20) or more hours per week. The Medical Center will pay one hundred percent (100%) of the employee only premium for eligible employees participating in the Delta Dental PPO 1500 Plan, or an equivalent plan, who are regularly scheduled (budgeted) to work thirty (30) or more hours per week. The Medical Center shall offer a dental insurance option with orthodontia coverage.

### **13.8 Vision Insurance**

Vision insurance shall be provided by the Medical Center for all regular full-time nurses, and part-time nurses employed in a budgeted position of twenty (20) hours or more per week.

### **13.9 Disability Insurance**

The Medical Center shall provide a group disability insurance plan for all regular full-time nurses, and part-time nurses employed in a budgeted position of twenty (20) or more hours per week. PSHMC shall provide a short term disability plan, with the nurse being responsible for paying the full cost of the premium.

The nurses who are eligible for medical, dental and vision coverage will receive no less medical, dental and vision coverage, as a package, than any other bargaining unit employee of the Medical Center.

### **13.10 Flexible Benefits Program Health Committee Language**

The parties agree to meet at least once each year prior to open enrollment to discuss the adequacy of the health benefit and cost containment features in the health benefits program. The parties will establish a Conference Committee Subcommittee with five members from the bargaining unit and five management representatives for these meetings. Bargaining unit members will be selected by WSNA and paid at the regular rate of pay for all meeting time.

### **13.11 Flexible Spending Plan**

The Medical Center shall provide a flexible spending account plan which will allow nurses to have pre-tax dollars deducted from the nurse's wages and placed in either or both a Health Care or Child Care spending account in accordance with all applicable laws and regulations governing such plans.

## **ARTICLE 14 – COMMITTEES**

### **14.1 Nursing Practice Committee**

A Nursing Practice Committee shall be instituted and maintained in the Medical Center and meet at least six times per year. The purpose of this Committee is to discuss and improve nursing practices in the Medical Center. The Committee shall develop specific objectives subject to review by the Medical Center Administration. The Committee shall be composed of five (5) staff nurses, plus up to three (3) representatives from nursing management. Organizational aspects of the Committee shall be determined by the Committee. This Committee shall be advisory to Nursing Administration and will not discuss matters subject to collective bargaining or the Association contracts. Staff nurses have the responsibility for instituting the Nursing Practice Committee. The Nursing Practice Committee will work cooperatively with the Nurse Practice Council. Up to one (1) hour per

month for five (5) staff RN Nurse Practice Committee members shall be paid at the nurses' regular rate of pay. Time spent in Nurse Practice Committee shall not be deemed as time worked for rest between shifts guarantees.

#### **14.2 Conference Committee**

All nurse covered by this Agreement in the Medical Center constitute a Local Unit and the elected representatives of the Local Unit and designated representatives of the Medical Center management become the Conference Committee. The Conference Committee shall meet regularly and on a permanent basis to discuss matters relating to nursing care, safety and difficulties that may arise over the existing agreement. When mutually agreed upon, either party may invite visitor(s) to meetings of the Committee for the purpose of providing input or consultation on an agenda items. Up to one (1) hour per month for ten (10) staff RN Conference Committee members shall be paid at the nurses' regular rate of pay. Time spent in Conference Committee shall not be deemed as time worked for rest between shifts guarantees. Where guidelines changes/evaluations or quarterly reports are on the agenda, and when mutually agreed to in advance, paid meeting time may exceed one (1) hour. During each meeting, all parties will be committed to address all issues on the agenda.

#### **14.3 Safety Committee**

The local unit shall elect from within the bargaining unit two (2) representatives to serve on the Medical Center's Employee Safety Committee.

### **ARTICLE 15 – GRIEVANCE PROCEDURE**

#### **15.1 Grievance Procedure**

Any matters involving disagreement over the application or interpretation of this Agreement shall be handled in the following manner:

**15.1.1 Informal Resolution.** It is the intent of the Employer and Association that issues pertaining to the interpretation or application of this Agreement be resolved informally between the nurse and her/his immediate supervisor. In the event such issue cannot be resolved informally, it shall be processed in accordance with the following procedure except that the parties may agree to move the grievance directly to the step with the management representative with the authority to resolve the problem.

**15.1.2 Step 1. Nurse, WSNA Representative and Nurse Manager (Director/Nursing Director if immediate supervisor of the nurse).** The nurse shall submit the grievance in writing to the nurse's immediate supervisor by hand delivering, emailing, certified mail/return receipt or faxing the grievance form to the Human Resources Department within fourteen (14) calendar days from when the nurse should have known a grievance exists. If hand delivered, the grievance will be date stamped, and the person delivering the grievance will receive a copy of the date

stamped grievance upon request. The written grievance will identify which article(s) have been allegedly violated and will include a summary of the circumstances surrounding the alleged violation. Any additional article(s) allegedly violated will be identified by Step 3 at the latest. The grievant will identify the desired action/outcome. The immediate supervisor shall conduct a meeting with the nurse and the WSNA representative(s) within seven (7) calendar days from the receipt date to discuss the matter. The Nurse Manager shall be given fourteen (14) calendar days from the date of the meeting to issue a written response by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

**15.1.3 Step 2. Nurse, WSNA Representative and Director (and Nursing Director if Director is not an RN).** (If the Director hears the grievance at Step 1, proceed to Step 3). If the grievance is not resolved to the nurse's satisfaction, the nurse shall submit the grievance to the Director by hand delivering, emailing certified mail/return receipt or faxing the grievance form to the Human Resources Department within seven (7) calendar days of receipt of the Step 1 decision. If hand delivered, the grievance will be date stamped, and the person who delivered the grievance will receive a copy of the date stamped grievance upon request. The Director shall conduct a meeting with the nurse and the WSNA representative within seven (7) calendar days of the receipt date to discuss the matter. The Director shall be given seven (7) calendar days from the date of the meeting to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

**15.1.4 Step 3. Nurse, WSNA Representative, Chief Nursing Officer, or Designee.** If the grievance is not resolve to the nurse's satisfaction, the nurse shall submit the grievance to the Chief Nursing Officer or designee by hand delivering, emailing, certified mail/return receipt or faxing the grievance form to the Human Resources Department within seven (7) calendar days of receipt of the Step 2 decision. If hand delivered, the grievance will be date stamped, and the person who delivered the grievance will receive a copy of the date stamped grievance upon request. The Chief Nursing Officer, or designee, shall conduct a meeting with the nurse and the WSNA Representative within seven (7) calendar days of the receipt date to discuss the matter. The Chief Nursing Officer, or designee, shall be given seven (7) calendar days from the date of the meeting to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

**15.1.5 Step 4. Nurse, WSNA Representative and Medical Center Executive.** If the grievance is not resolved to the nurse's satisfaction, the nurse shall submit the grievance to the Medical Center Executive or designee by hand delivering, certified mail/return receipt, emailing or faxing the grievance form to the Human Resources Department within seven (7) calendar days of receipt of the Step 3 decision. If hand delivered, the grievance will be date stamped, and the person who delivered the grievance will receive a copy of the date stamped grievance upon request. The Medical Center's Executive or designee shall conduct a meeting with the nurse and

the WSNA Representative within seven (7) calendar days of the receipt date to discuss the matter. The Medical Center's Executive or designee shall be given seven (7) days to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

**15.1.6 Step 5. Arbitration.** If the grievance is not resolved at Step 4 above, the Association may within fourteen (14) calendar days of receipt of the Step 4 decision submit the issue in writing to the Medical Center President for arbitration by hand delivering, emailing certified mail/return receipt or faxing the grievance form to the Human Resources Department. If hand delivered, the grievance will be date stamped, and the person who delivered the grievance will receive a copy of the date stamped grievance upon request. Within seven (7) calendar days of receipt of the grievance form indicating that the dispute is submitted for arbitration, the Medical Center and the Association shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. Within seven (7) calendar days of the receipt of the panel of arbitrators, the parties shall thereupon alternate in striking a name from the panel until one name remains. The party requesting arbitration shall strike the first name. The person whose name remains shall be the arbitrator. The arbitrator shall issue his/her written decision within thirty (30) calendar days from the date of the close of the hearing, and such decision shall be final and binding on the parties. Each party shall bear one-half (1/2) of the fee and expenses of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

The arbitrator shall have no authority to change, amend or modify any terms or conditions of this Agreement.

## **15.2 Group Grievance**

Any common grievance involving a significant number of nurses which has the same factual basis, may be submitted by the Association at the Step 1 level provided the grievance is submitted within twenty-one (21) calendar days of its occurrence.

## **15.3 Time Limits**

Time limits set forth in the grievance procedure may be extended by mutual agreement of the Association and the Medical Center and shall be confirmed in writing by the party granting any such extension.

If the grievant does not comply with the time limitation, the grievance will be time barred. If the Medical Center does not comply with the time limitations, the grievant shall have the right to proceed to the next step of the grievance procedure. However, the grievant has no obligation to advance a grievance to which the Medical Center has not complied with the time limit until a response is received. The Medical Center may elect to consider a grievance that is time barred. Consideration of a time barred grievance shall not be deemed a waiver of time limitations related to any other grievance.

## **ARTICLE 16 – RETENTION OF PRESENT BENEFITS**

This Agreement shall not operate to reduce or eliminate any benefits covered in the Agreement which are now enjoyed by nurses covered herein.

## **ARTICLE 17 – PERFORMANCE OF DUTY**

It is recognized that the Medical Center is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the Medical Center and the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, walkout, slowdown, or work stoppage, or threat thereof, the Association and its officers will do everything within its power to end or avert same. Any employee participating in any strike, walkout, slowdown or work stoppage will be subject to immediate dismissal.

## **ARTICLE 18 – MANAGEMENT RESPONSIBILITIES**

The Association recognizes that the Medical Center has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Association further recognizes the right of the Medical Center to operate and manage the Medical Center, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause; to lay off nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management functions. All matters not covered by the language of this Agreement shall be administered by the Medical Center on a basis in accordance with such policies and procedures as it from time to time shall determine.

## **ARTICLE 19 – WORKPLACE SAFETY**

SHMC maintains a clear policy of zero tolerance for workplace violence, including verbal or nonverbal threats by patients or visitors, communicated through hospital-wide signage and policy. Prominent signs shall be posted in the Medical Center stating this policy. WSNA and SHMC endorse nursing participation in workplace violence prevention programs, committees and education.

Within sixty days of ratification, the Workplace Violence committee will develop a process and template for patient safety plans for patients who demonstrate or threaten violence. Security officers will round throughout the Medical Center. Nurses who have experienced violence or been threatened with violence may request to be released from work for an in-person debriefing with chaplain services, security personnel and/or direct supervisor within seven (7) days of the date of the incident.

The Medical Center will continue to maintain a Committee to address violent and disruptive behaviors. This Committee is comprised of representatives from caregivers including, but not limited to, a minimum of four RN's to be selected by WSNA, security, leadership and other affected caregivers as needed. The RN shall be paid at the regular rate of pay for all time in the committee meeting. The Committee shall meet monthly, or as mutually agreed, and will evaluate workplace violence trends, assess current practices and make best practice recommendations. This Committee shall review the hospital workplace violence annual assessment. The Committee will provide input to the caregiver education plan on an ongoing basis. All newly hired nurses will receive in-person interactive violence prevention training within 30 days of employment.

The Medical Center shall provide free counseling services at the levels provided by the medical center's Employee Assistance Program.

Nurses shall not be retaliated against for reporting incidences of workplace violence per the Medical Center's policies.

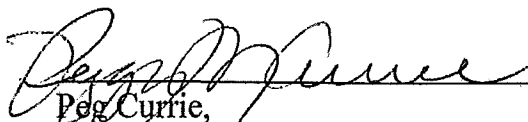
#### ARTICLE 20 – DURATION OF AGREEMENT

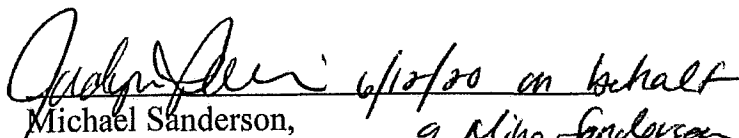
This Agreement shall become effective upon January 1, 2020, and shall continue in full force and effect to and including December 31, 2022. This Agreement shall continue in effect from year to year thereafter unless terminated by written notice served by either party ninety (90) days prior to January 1, 2023, or prior to any subsequent January 1 anniversary date. The initial meeting to consider written proposals shall be commenced within thirty (30) days after receipt of timely notice.


Signed this 17<sup>th</sup> day of June 2020.

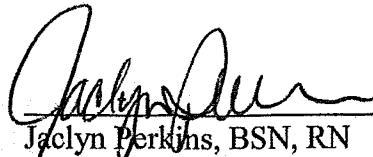
SACRED HEART MEDICAL CENTER

WASHINGTON STATE NURSES  
ASSOCIATION

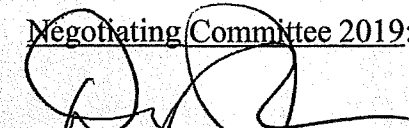

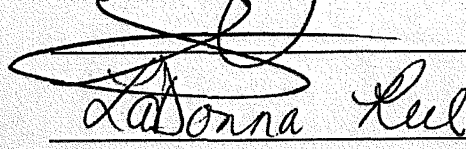
  
Peg Currie,  
Chief Executive

  
Michael Sanderson,  
WSNA Representative *6/10/20 on behalf of Mike Sanderson*

  
Bryan Fix,  
Director, Human Resources

 6/10/20  
Jaclyn Perkins, BSN, RN  
WSNA Nursing Representative

Negotiating Committee 2019:

  
  
  
Ladonna Keel

Nonie Kingma

Amie Gaston



Vicki Benson

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\_\_\_\_\_  
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## APPENDIX A – Supplemental Staff Schedule/Option

For purposes of the Supplemental Staff Schedule/Option Form, “at need” shifts shall constitute all of the unfilled shifts and all shifts for which there is inadequate staffing for reasons to include, but not limited to, PTO, EIT, FMLA, vacant positions, leaves of absences, etc. The Medical Center shall identify to the supplemental nurses all of the “at need” shifts. A supplemental nurse may choose any of these “at need” shifts in fulfilling the obligations set forth below. If a supplemental nurse is not able to fulfill his/her obligation from these “at need” shifts or call commitments, the nurse will contact the manager and discuss any alternative options or availability.

As a supplemental staff member of PSHMC Nursing Service, I will work according to the option marked below.

### OPTIONS:

Shift flexibility may be individually negotiated with the Nurse Manager.

- (A) **Be available** to work a minimum of 48 hours per month (combinations of all of the following 4, 8, 10 and 12 hours are acceptable) identified as being “at need” by the unit nursing management. Two of these shifts must be a weekend. Must be available to work one of the following days: Memorial Day, July 4, Labor Day. Also, available one of the following days: Thanksgiving, Christmas Day, Christmas Eve (Eve. Or Nights), New Years Day, or New Years Eve (Eve. Or Nights). If working on a unit with mandatory call, the nurse must participate in the unit call commitment in addition to the supplemental requirements.
- (B) **Be available** to work 24 hours per month on weekend shifts (combinations of all of the following 4, 8, 10 and 12 hours are acceptable) identified as being “at need” by the unit nursing management. If a holiday falls on a weekend during that year, must be available to work at least one holiday during that year. If working on a unit with mandatory call, the nurse must participate in the unit call commitment in addition to the supplemental requirements.
- (C) **Be available** to work full time during the Summer Season only on shifts identified as being “at need” by the unit nursing management on shifts. This option includes an every other weekend commitment. The duration must be a minimum of 8 weeks total between May 15 and September 5. Must be available to work one of the following days: Memorial Day, July 4, or Labor Day.
- (D) **Be available** to work at least 16 hours per month if currently employed as a Nursing Educator in a school of nursing or in a staff development role outside of PSHMC.
- (E) If vacating a PSHMC core staff position which he/she held for at least 1 year **be available** to work 16 hours per month identified as being “at need” by the unit nursing management. One of those shifts must be a weekend. Must be available to

work one of the following days: Memorial Day, July 4, Labor Day. Also available for one of the following days: Thanksgiving, Christmas Day, Christmas Eve (Eve. Or Nights), New Years Day, or New Years Eve (Eve. Or Nights). If working on a unit with mandatory call, the nurse must participate in the unit call commitment in addition to the supplemental requirements.

- (F) Full or part time nurses employed in another facility in an equivalent specialty more than a year, **be available** to work 16 hours or more per month. If working on a unit with mandatory call, the nurse must participate in the unit call commitment in addition to the supplemental requirements.

For units scheduled with Holidays off, supplemental staff will be available to work a shift that supports the unit holiday schedule (i.e., day before or day after the Holiday).

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Employee Signature

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Nurse Manager/Asst. Nurse Manager

Please return this form to your Nurse Manager/Assistant Nurse Manager before your first day of work in a supplemental position. They will be your contact person(s) re: your schedule, orientation, evaluation, policy and procedure information and any other identified needs. This signed agreement will become a part of your permanent personnel record.

### ADDENDUM – Clinical Group Definitions/Unit Abbreviations

Floor	Unit	Abbrev	Unit Name
<b>Critical Care Clinical Group</b>			
2N	CICU	CICU	Cardiac Intensive Care Unit
2S	ICU	ICU	Intensive Care Unit (Adult)
6N	ACU	6N	Cardiac Telemetry Unit
6S	ACU	6S	Cardiac Telemetry Unit
8S/8N	8S	8S	Neurology Unit
9N	9N	9N	Cardiac Medical Telemetry
Floats	Group 1 Floats	Grp1	Adult Critical Care Float
L1	ED	ED	Adult Emergency Department
	Cardiac Rehab	CR	Cardiac Rehab Unit
<b>Maternal/Child Clinical Group</b>			
L1	Peds ED	Peds ED	Pediatric Emergency Department
2W	MB	MB	Mother/Baby Unit
2W	L&D	L&D	Labor & Delivery Unit
3N	PICU	PICU	Pediatric Intensive Care Unit
3S	3S	3S	Pediatric Unit
3E	3E	3E	Pediatric Specialty Unit
3W	NICU	NICU	Neonatal Intensive Care Unit
L1	Peds Surg Cntr	PSC	Pediatric Surgery Center
	Group 3 Floats	Grp3	Maternal Child Float Group
	Peds OP Clinics	PedsOP	Pediatric Outpatient Clinics/Programs
	Women's OP Clinics	WOPC	Women's Outpatient Clinics/Programs
	Lactation	WOPC	
<b>Medical Surgical Clinical Group</b>			
4N/S	4N/S	4N/S	Orthopedic Unit, Trauma, ENT, Plastic
5N	5N	5N	Medical Renal Unit
5S	5S	5S	General Surgical/Vascular Unit
7N	7N	7N	Medical Respiratory Unit
7S	7S	7S	Medical Oncology Unit
L3			
	Vascular Access	VAT	Vascular Access Team
L2E			
	Group 2 Floats	Grp2	Adult Medical, Surgical and Telemetry Float Group
	Enterostomal Unit		Wound Ostomy

Floor	Unit	Abbrev	Unit Name
<b>Psychiatry Clinical Group</b>			
Main	AGPU	AGPU	Adult Gero-psych Unit
Main E	ECT	ECT	Electro-convulsive Therapy Unit
2E	PCCA	PCCA	Psychiatric Care for Children and Adolescents
L1/Main	Psychiatry ED		Psychiatry Emergency Department
	Group 4 Floats	Grp4	Psychiatry Float Group
	OP Psych Services	PyschOP	Outpatient Psychiatric Services
<b>Surgical Clinical Group</b>			
L1	Main OR	MOR	Main Operating Room
DB	Day Surgery	DS	Day Surgery - OR, Pre-surgery Prep, Phase I, II Recovery
<b>Perianesthesia and Procedure Clinical Group</b>			
	Radiology Nursing	RAD	Radiology Procedure Sedation
	Endoscopy	ENDO	Endoscopy Unit
	Float Group B	SFGB	Surgery Float Group B — Endoscopy Unit and Radiology Nursing
	PACU	PACU	Post-anesthesia Care Unit
	Float Group A	SFGA	Surgery Float Group A — Pre/postprocedure
	Surg Admit Unit	SAU	Pre/post procedure
Main W	Pre Admission Unit	PAU	Pre Admission Unit
	Cath/EP	CV	Cardiovascular
	Cardiac Admit Recovery Area	CARA	Cardiac Admit Recovery Area
	Doctor Building Day Surgery	DBDS	Doctor Building Day Surgery (pre/post)

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to memorialize certain additional understandings reached between the Medical Center and the WSNA. Those additional understandings and expressions of the Medical Center's good faith intent are as follows:

- 1. Bargaining Unit Inclusions and Exclusions:** The Medical Center and the Association agree that the following positions are appropriately included or excluded from the Association's bargaining unit:

Positions to be included in the bargaining unit:

Lactation Specialists/consultants  
Enterostomal Therapists  
PEDS After Hours  
Birthplace Help Line Nurses  
Staff nurses in the clinics (e.g. Spina Bifida, Failure to Thrive, Wound Center)

*Seniority: For bargaining unit purposes, "seniority" for the above referenced positions shall be recognized for all (non-management) RN hours of prior work at PSHMC.*

Positions Excluded from the bargaining unit:

Electrophysiology/Pacemaker Coordinator  
Clinical Laser Specialist  
Parenteral Nurse/Nutritional Support Coordinator  
Perinatal Instructors  
Women's Services, Perinatal Instructors  
Clinical Case Managers  
Thoracic/Organ Transplant Coordinators  
Trauma Nurse Coordinator  
Cancer Center Coordinator, Case manager  
Clinical Educators  
Research Nurses  
Pediatric Oncology Coordinator

- 2. Association Membership:** The Association and the Medical Center agree that those RNs employed by Sacred Heart Medical Center in any capacity on May 4, 2004, shall have the option of remaining non-members and shall have no obligation to join the Association or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an RN voluntarily join the Association after this Agreement is ratified, the RN shall comply with the membership commitments of Article 2 thereafter.

3. **Floating:** The Medical Center and Local Unit recognize that nurse floated to another unit/area need to be provided support, assistance and orientation. A tool to assist in this orientation will be provided to the nurse who is floated. The Float Resource Tool will include, but is not limited to, location of emergency and other unit equipment, supplies, shift routines, and identity of the unit charge nurse and/or RN staff resources (i.e. buddy) for that shift. All RNs who perform the charge nurse role will be oriented to the use of the Float Resource Tool including the need to assign a unit resource RN to floats.
4. **Premium in lieu of Paid Time Off:** Nurses, who as of the tentative agreement on the entire CBA, have elected a sixteen percent (16%) premium over the nurse's salary increment in lieu of Paid Time Off, Extended Illness Time, Bereavement Leave and insurance benefits, shall continue to receive such premium so long as they have continuously made the election.
5. **Sitter Guidelines:** Effective 1/1/2014, as much as possible, the use of sitters shall not reduce the staffing level on the unit below the level that would otherwise be in place if no patient on the unit requires a sitter.
6. **Beeper Nurses:** The Employer shall maintain a minimum of two (2) beeper nurses per shift Monday - Friday and a minimum of one beeper nurse per shift on weekends and holidays. The Conference Committee shall assess the use of beeper nurses annually for input and recommendations.
7. **PICU Helper Nurse:** The Employer shall maintain a helper nurse at census levels of 10 or more patients.
8. **ECLS:** Qualified volunteers will be solicited first from nurses within the clinical units who have volunteered to be ECLS specialists. Callback and standby pay will be paid in accordance with contract language. If the number of qualified volunteers does not meet the need for responding to these patient care services, the Medical Center will provide WSNA with notice and an offer to discuss next steps in Conference Committee over the next sixty days.
9. **Benefits Addendum:** If PSHMC wishes to increase annual out-of-network deductibles or annual out-of-network out-of-pocket maximums, it agrees to provide the Association with ninety (90) days' notice prior to the effective date of the change. In no event shall out-of-network deductibles or out-of-network out-of-pocket maximums be increased above double the current level for each over the life of this contract. PSHMC also agrees that the amount of twice monthly (bi-weekly or per pay period) medical, dental and vision premium payroll contributions will not increase by more than 7% blended average in any benefit year. Material vision or dental plan design changes will not be made unless required to comply with federally mandated Health Care Reform or other applicable law. The Employer will continue to use the Premiera network, or an equivalent broad network, for medical services in Washington for the HRA and HSA Medical Plans.

10. **Internal Transfer Assessment Period:** Any internally-transferring nurse selected for a new position will receive a ninety (90) day internal transfer assessment period. The nurse, will receive orientation in order to achieve clearly defined goals specific to their new position to help assure success. During the internal transfer assessment period, the employer and the nurse may agree to return the nurse to his or her former position (same unit, same FTE and same shift).
11. **Grievances and ULP:** WSNA agrees to withdraw pending unfair labor practice charges. WSNA agrees to withdraw the following pending grievances:

Credit for Past Experience in accordance with the parties' 1/6/2020 agreement.
12. **Ratification Bonus:** Provided ratification occurs prior to 1/17/2020, all full or part-time nurses employed at ratification will receive \$2,100.00 bonus pro-rated by FTE, paid the first full pay period following the date of ratification, Supplemental nurses who worked a minimum of 400 hours in 2019 will receive a \$500 bonus. Bonus amounts are subject to required withholding.

## **Letter of Understanding Regarding Resolution of Step Placement Grievance**

Sacred Heart Medical Center (the “Medical Center”) and Washington State Nurses Association (“WSNA”) (collectively, “parties”) hereby agree to the following terms to resolve the pending grievance filed by WSNA concerning credit of past experience and step placement of nurses.

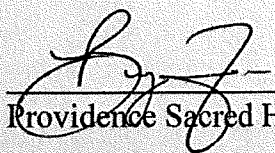
### **1. Review Process.**

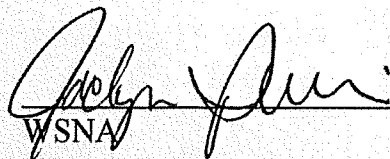
- a.** Following ratification, Article 6.2 will be modified by the deletion of Article 6.2.3.
- b.** No later than thirty (30) days following ratification of this Agreement, any nurse who believes they were not given sufficient credit for past work experience for purposes of step placement on the wage schedule, may request that the Medical Center review their years of credited experience. Such requests must be submitted to Human Resources Business Partner Theresa Colletto, via email. The nurse will have sixty days to prepare an explanation of why the nurse believes he/she was not given sufficient credit for past work experience, along with a complete resume that includes recent and relevant job experience, listing the following details: Organization type/name; beginning month/year to ending month/year; Job Title; Details of Job Duties Performed, and; per diem/supplemental, part-time or full-time status in job title. Requests received after this deadline will not be considered.
- c.** Evaluation of a nurse’s experience will be performed by Human Resources and the nurse’s supervisor in accordance with Article 6.2 of the parties’ CBA as modified. The Medical Center will complete its review of the requests submitted by employees as quickly as reasonably possible but no later than ninety (90) days. If a nurse disputes the Medical Center’s decision, he/she may submit a grievance. All disputes will be consolidated into a single grievance. The consolidated grievance will go to mediation and, if not successful, to arbitration.

**2. Process for Placement on Step Schedule.** If the Medical Center concludes that a nurse has not been correctly placed on the step schedule at the time of hire, the nurse will be placed on the correct step on the first full payroll period following resolution. No nurse will be placed on a step less than the step he/she is on at the time of review as a result of the Medical Center’s evaluation.

**3. No Back Pay.** Any nurse who the Medical Center concludes has not been correctly placed on the step schedule as part of the review process set forth in Section 1 of this Letter of Understanding will not be eligible for any back pay remedy relating to his/her original step placement at the time of hire.

4. **Withdrawal of Pending Grievance.** Upon ratification of the parties' CBA, WSNA will immediately withdraw with prejudice its credit for past experience grievance, and agrees that any and all disputes regarding the crediting of past experience for nurses are fully resolved by this Letter of Understanding.

 6/17/20  
Providence Sacred Heart Medical Center

 6/10/20  
WSNA