

SUMMARY OF COMPLETE TENTATIVE AGREEMENT
July 13, 2019

DURATION OF AGREEMENT: November 1, 2018-October 31, 2021

Wage Increases*

Upon ratification – 6.5%

11/1/20 – 3.5%

* Wage Increases are in addition to any applicable step increases.

Charge Nurse Pay: Increased to \$2.50,

Effective the first full pay period after sixty (60) days from the date of ratification.

Retroactive Payment

“For nurses on the active payroll as of November 1, 2018, and who are also on the active payroll as of the date of payment, there will be a ratification payment equivalent to 3% on gross earning for 19 pay periods starting with pay period November 4, 2018 and ending pay period starting July 14, 2019. The payment will be paid within two pay periods following the date of ratification. This ratification payment proposal is automatically withdrawn if this Employer Proposal is not ratified by 5:00 p.m. on Thursday July 25, 2019.”

Supplemental Part-Time Nurses (MOU)

Because the Medical Center will no longer hire into this position, the language in article 5.6.1

Supplemental Part-Time Nurse was deleted and replaced by a Memorandum of Understanding. All language of the article will continue to apply.

Current employees in supplemental part-time will have no changes to terms or conditions of employment and have no changes to expectations of availability. Supplemental part-time nurses will continue to receive a 15% differential.

Per Diem Nurses Work Requirements and Placement on Wage Scale (MOU)

Following the negotiations of July 12-13, the per diem work availability requirements will not become effective until 1/1/20. The new pay system will be available upon ratification. Per diem nurses will now be placed on the longevity (step) schedule based on years of experience with an additional 10% premium. Per diem nurses will be required to be available for four (4) shifts per month including one (1) full weekend of two (2) shifts, or in the alternative, will be available to work a minimum of three (3) weekend shifts per month. Per Diem nurses will be available to work two (2) holidays per calendar - one of which will be Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day.

Staffing

See Articles 6.11, 6.12 and 15.4 of the Recommended Settlement Agreement of July 13, 2019.

“Memorandum of Understanding – Extra Shift Incentive

Effective August 25, 2019: The Employer and the Association agree that in response to staffing issues, shift incentive of \$5 per hour will be added to the RN's regular rate of pay for RNs who work an extra shift in patient care. The purpose of this incentive is to encourage registered nurses to voluntarily to sign

up to work extra open shifts beyond their FTE. This incentive will be available through December 21, 2020.

RN Eligibility Requirements:

- RN must work a direct patient care shift.
- RN must have an assigned FTE of 0.6 or greater.
- RNs must work their assigned FTE during the work week in which they pick up the extra shift(s) in order to receive incentive pay. If a short notice absence occurs during the work week the extra shift is worked, the RN will be ineligible for incentive pay.”

Walters MOU (new)

The Medical Center will not require nurses hired into the Walters OR before January 1, 2015 to cross-train into the Main OR for procedures not regularly performed at the Walters OR.

Layoff Recall Rights

Nurses on layoff will be on recall roster for twelve (12) months, down from eighteen (18) months with no loss of benefits if nurse is recalled within twelve (12) months

Clinical Groups, Removed

Rehabilitation
OPRDU/ARDU

Work in Advance of Shifts

Work in advance or shift used to exclude ACC and ACC has now been added and will be eligible for work in advance of shift pay.

Payroll Checks

The employer will provide a written document that provides an explanation of all information on the earning statement.

Paycheck Errors

If nurse or employer identifies a paycheck error, each must now notify the other in writing within forty-five (45) days of the error, increased from thirty (30) days. The error will now be corrected no later than the first full pay period following thirty (30) days of the notification of the error.

Paycheck Issues MOU (New)

The CHI Division Director of HR Operations and the Medical Center HR Director shall within ninety (90) days of contract ratification meet with a committee of three (3) nurses appointed by WSNA. Meetings will occur up to three (3) times for two (2) hours during the 12 months following ratification of the contract. Meetings will be held to discuss concerns regarding pay stubs, paycheck errors and related payroll issues.

Scheduled Days Off

Full-time nurses who work their regularly scheduled day off shall be paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay

New: ...provided the nurse works his/her assigned FTE during the work week. Low census hours will be considered as assigned FTE hours for purposes of this article.

PTO

A nurse who has preapproved Paid Time Off (PTO) will not be required to utilize any pre-approved PTO if the nurse has worked his or her assigned FTE hours for the work week as defined in article 8.2 and in accordance with 8.10

PTO Submissions

Effective Jan. 1, 2019, employees in patient care areas will submit requests between Jan. 1-Mar. 1 of each calendar year for time off beginning Apr. 1 through May 14, 2020.

Effective Jan. 1, 2020, in patient care areas, employees are asked to submit requests between Jan. 1-Mar. 1 for time off between May 15 through May 14.

Conference Committee

Increased from five (5) to six (6) representatives each from WSNA and management

Added that an additional hour will be allocated in August each year to discuss plans for how traveler nurse staff will be utilized for the upcoming seasonal surge

Safety Committee:

Five nurses to be appointed by WSNA to attend meetings and meetings will include issues of workplace violence prevention and response. Nurse who are unable to work because of an incident of workplace violence will be provided paid medical leave as may be required under federal and state law.

Workplace Violence Prevention Plan (New)

15.3.1 Workplace Violence Prevention Plan. The Employer is committed to providing its employees with a nonviolent workplace and will not tolerate workplace violence. To support this commitment, the Employer will maintain a Workplace Violence Prevention Plan that includes the elements of Risk Assessment and Analysis, Risk Reduction Strategies, Incident Response Procedures and Periodic Review of the Plan. This Plan will include posted signs in prominent areas regarding the Medical Center's stance on aggressive behavior. The Safety Committee may provide input to Employer regarding the implementation and impact of the Plan.

Grievance Procedure

By mutual agreement of the Medical Center and the Association, Steps 1, 2 or 3 of the grievance procedure may be waived. Increased response from ten (10) days to fourteen (14) days.

Association Grievances (New)

WSNA will now be able to file "Association Grievances" in cases where more than one nurse has been affected.

Lactation Rooms

The Medical Center has committed to a policy of ensuring adequate designated space for lactating mothers. Pursuant to this policy, a new room will be made available in the near future.

Successorship

The new contract contains language to protect us if CHI sells the facility or merges with another entity during the term of the contract.

Your bargaining team bargaining team believes that ratifying this tentative agreement is a better alternative than a strike. As a result, the team recommends ratification.

Janet Stewart, Linda Burbank, Rachael De Souza, Tiffany Repar, Sally Budack, Francine Gumina, Melissa Garcia, Mathew McGuire, Richie Tiamzon, Chelsey Roos

**St. Joseph Medical Center/ WSNA
Recommended Settlement Agreement
July 13, 2019**

The negotiating committees for St. Joseph Medical Center and the Washington State Nurses Association, under the auspices of the Federal Mediation and Conciliation Service, unanimously recommend the following changes to the collective bargaining agreement by and between the Medical Center and the Association:

Ratification Payment:

For nurses on the active payroll as of November 1, 2018, and who are also on the active payroll as of the date of payment, there will be a ratification payment equivalent to 3% on gross earnings for 19 pay periods starting with pay period November 4, 2018 and ending pay period starting July 14, 2019. The payment will be paid within two pay periods following the date of ratification. This ratification payment proposal is automatically withdrawn if this Employer Proposal is not ratified by 5:00 p.m. on Thursday, July 25, 2019.

Memorandum of Understanding – Extra Shift Incentive

Effective August 25, 2019: The Employer and the Association agree that in response to staffing issues, a shift incentive of \$5.00 per hour will be added to the RN's regular rate of pay for RNs who work an extra shift in patient care. The purpose of this incentive is to encourage Registered Nurses to voluntarily sign up to work extra shifts beyond their FTE. This incentive will be available through December 31, 2020.

RN Eligibility Requirements:

- RN must work a direct patient care shift
- RN must have an assigned FTE of .6 or greater.
- RNs must work their assigned FTE during the work week in which they pick up the extra shift(s) in order to receive incentive pay. If a short notice absence occurs in the work week the extra shift is worked, the RN will be ineligible for incentive pay.

Placement of Per Diem Nurses on Wage Scale: Employer 5/31/19 proposal but start minimum requirements 1/1/20,

Wages

6.5% at ratification

3.5% November 1, 2020

6.11 Staffing. Recognizing that quality patient care is the major goal for the Medical Center and that appropriate and safe staffing levels are an important objective, proactive nursing input into staffing decisions affecting nurses is encouraged. Nurse staffing questions may be presented by the concerned nurse for discussion to the Clinical Director, or CNO President, or to the unit's staffing committee representative if not satisfied with the initial response. Such questions may also be submitted as a discussion item for the next meeting of the Conference Committee. The Medical Center agrees to review up to date JCAHO quality indicators as a standing agenda item of the Conference Committee. The Medical Center's staffing plan and its implementation shall be in accordance with RCW 70.41.410 .420. All changes to the staffing matrix in any unit shall be considered and voted upon by the staffing committee before they go into effect, in a manner consistent with RCW 70.41.420(6).

6.12 Staffing Concerns. Staffing takes into consideration the magnitude and variety of the activities needed on any particular shift. Nurses, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the Charge Nurse, supervisor or Nurse Manager as soon as the problem is identified. Nurses believing there is a continuous workload or staffing problem, which may include the ability to receive rest periods and lunch breaks or the ability to take accrued paid time off, should attempt to resolve the problem with the clinical manager. Continuous or potential workload or staffing problems discussed with the clinical manager that have not been resolved should be addressed to the director of the clinical division and may be presented at Staffing Committee for review. Such complaints may be raised by filling out a staffing complaint form (such as an ADO or similar form) as determined by the Staffing Committee. If the matter is not satisfactorily resolved by the director of the clinical division, the matter may be referred to the Conference Committee for further review. Nurses who report staffing concerns shall be free from retaliation or intimidation for making such reports.

15.4 Nurse Staffing Committee. Add the following subparagraphs:

15.4.1 The parties established Nurse Staffing Committee (NSC) shall be responsible for those activities required of it under RCW 70.41 et seq. the composition of the NSC shall comport with RCW 70.41 and successors thereto. The Association will determine how the registered nurse members of the NSC will be selected, including three designated alternatives. The Medical Center will provide the Association with an updated NSC membership roster by January 1 annually and whenever changes to the membership occur. Attendance at Committee meetings by appointed committee members will be on paid time basis at the nurse's regular rate of pay and nurses shall be relieved of all other work duties during meetings. A WSNA staff representative may attend. NSC meetings will be held at least every two (2) months. All changes to the staffing plan in any unit shall be considered and voted upon by the NSC before they are submitted to the Hospital President and implemented in accordance with RCW 70.41.420(6).

15.4.2 The Medical Center will strive to maintain staffing levels that provide for safe patient care and the health and safety of nurses. To accomplish this goal, the Medical Center shall endeavor to:

15.4.2.1 Provide staffing levels that enable the nurses the opportunity to receive meal and rest breaks.

15.4.2.2 Provide staffing levels that enable nurses to utilize their accrued paid time off pursuant to Article 11.

15.4.2.3 Refrain from assigning nurses to provide care to more patients than anticipated by the agreed staffing guidelines and relevant safety requirements.

15.4.2.3 Avoid assigning Charge Nurses to patient care duties.

Memorandum of Understanding: Utilization of Travelers

In 2019, 2020 and 2021, the parties agree to extend the August Conference Committee meeting by sixty (60) minutes to discuss plans for how traveler staff will be utilized for anticipated seasonal surge between the months of January and April of the following calendar year.

Memorandum of Understanding: Walters

The Medical Center will not require nurses hired into the Walters OR before January 1, 2015 to cross-train into the Main OR for procedures not regularly performed at the Walters OR.

Association to withdraw all outstanding unfair labor practice charges

All other items as previously agreed upon by the parties.

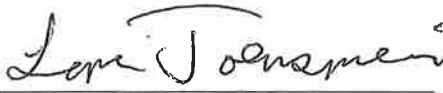
ST. JOSEPH MEDICAL CENTER

WASHINGTON STATE NURSES
ASSOCIATION

By: 

Title: Council

Date: 7/13/19

By: 

Title: WSNA Attorney

Date: 7-17-19

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additional content below)

St. Joe's Tacoma - Wage Comparison

	SJMC Exp 10/31/18	SJMC w/ 6.5% increase	% between steps	TG 12/31/19	St. Clare 1/31/19	Good Sam 3/31/20	Overlake 4/30/20	Northwest 6/30/21	Swedish (SEIU 1199) 6/30/19	Providence St. Peter (UFCW 21) 3/1/19	Average	% SJMC is +/- average	
Effective	11/1/17			1/1/19	2/1/18	4/1/19	5/13/19	5/15/19	7/1/18	3/1/18			
Base	\$30.14	\$32.10		\$30.74	\$30.14	\$31.05	\$33.68	\$31.79	\$32.31	\$32.15	\$31.69	1.26%	
1	\$31.43	\$33.47	4.28%	\$32.04	\$31.43	\$32.35	\$34.87	\$33.01	\$33.63	\$33.53	\$32.98	1.47%	
2	\$32.65	\$34.77	3.88%	\$33.30	\$32.65	\$33.63	\$36.29	\$34.38	\$35.03	\$34.84	\$34.30	1.35%	
3	\$33.93	\$36.14	3.92%	\$34.60	\$33.93	\$34.92	\$37.78	\$35.80	\$36.38	\$36.17	\$35.65	1.33%	
4	\$35.22	\$37.51	3.80%	\$35.92	\$35.22	\$36.27	\$39.30	\$37.20	\$37.81	\$37.57	\$37.04	1.25%	
5	\$36.40	\$38.77	3.35%	\$37.12	\$36.40	\$37.49	\$40.79	\$38.60	\$39.20	\$38.83	\$38.35	1.08%	
6	\$37.70	\$40.15	3.57%	\$38.47	\$37.70	\$38.84	\$42.31	\$39.99	\$40.68	\$40.24	\$39.75	1.00%	
7	\$38.96	\$41.49	3.34%	\$39.72	\$38.96	\$40.11	\$43.76	\$41.42	\$42.09	\$41.56	\$41.09	0.97%	
8	\$40.26	\$42.88	3.34%	\$41.06	\$40.26	\$41.45	\$45.24	\$42.83	\$43.52	\$42.98	\$42.48	0.93%	
9	\$41.51	\$44.21	3.10%	\$42.34	\$41.51	\$42.75	\$46.68	\$44.24	\$44.90	\$44.30	\$43.82	0.89%	
10	\$43.17	\$45.98	4.00%	\$43.92	\$43.17	\$44.34	\$48.16	\$45.60	\$46.38	\$45.99	\$45.37	1.33%	
11	\$43.81	\$46.66	1.48%	\$44.67	\$43.81	\$45.10	\$49.02	\$46.27	\$47.07	\$45.99	\$45.99	1.43%	
12	\$44.63	\$47.53	1.87%	\$45.40	\$44.63	\$45.83	\$49.87	\$47.02	\$47.74	\$47.56	\$46.86	1.40%	
13	\$45.30	\$48.24	1.50%	\$46.02	\$45.30	\$46.47	\$50.69	\$47.02	\$48.71	\$47.56	\$47.40	1.76%	
14	\$45.74	\$48.71	0.97%	\$46.64	\$45.74	\$47.09	\$51.58	\$48.40	\$49.60	\$48.77	\$48.26	0.93%	
15	\$46.43	\$49.45	1.51%	\$47.37	\$46.43	\$47.84	\$52.48	\$49.82	\$50.59	\$48.77	\$49.04	0.82%	
16	\$47.12	\$50.18	1.49%	\$48.12	\$47.12	\$48.58	\$53.22	\$49.82	\$51.34	\$50.14	\$49.76	0.84%	
17	\$47.12	\$50.18	0.00%	\$48.57	\$47.12	\$49.04	\$53.22	\$50.92	\$52.09	\$50.14	\$50.16	0.05%	
18	\$48.19	\$51.32	2.27%	\$49.03	\$48.19	\$49.51	\$55.00	\$52.54	\$52.86	\$51.16	\$51.18	0.27%	
19	\$49.27	\$52.47	2.24%	\$50.08	\$49.27	\$50.58	\$55.00	\$52.54	\$53.62	\$51.16	\$51.75	1.38%	
20	\$50.38	\$53.65	2.25%	\$51.37	\$50.38	\$51.87	\$56.34	\$54.36	\$54.22	\$53.52	\$53.15	0.94%	
21	\$50.38	\$53.65	0.00%	\$52.03	\$50.38	\$52.53	\$56.34	\$54.36	\$54.80	\$53.52	\$53.42	0.43%	
22	\$51.52	\$54.87	2.26%	\$52.68	\$51.52	\$53.19	\$57.76	\$55.72	\$55.64	\$54.79	\$54.47	0.72%	
23	\$51.52	\$54.87	0.00%	\$53.10	\$51.52	\$53.61	\$57.76	\$55.72	\$55.64	\$54.79	\$54.59	0.50%	
24	\$52.04	\$55.42	1.01%	\$53.55	\$52.04	\$54.07	\$60.32	\$57.11	\$55.64	\$55.44	\$55.45	-0.05%	
25	\$52.68	\$56.10	1.23%	\$53.99	\$52.68	\$54.52	\$60.32	\$57.11	\$57.48	\$55.44	\$55.93	0.30%	
26	\$53.47	\$56.95	1.50%	\$54.45	\$53.47	\$54.98	\$61.53	\$57.76	\$57.48	\$56.74	\$56.63	0.55%	
27	\$53.47	\$56.95	0.00%	\$54.89	\$53.47	\$55.42	\$61.53	\$57.76	\$57.48	\$56.74	\$56.76	0.33%	
28	\$54.12	\$57.64	1.22%	\$55.32	\$54.12	\$55.87	\$62.76	\$58.44	\$59.39	\$57.42	\$57.62	0.04%	
29	\$54.65	\$58.20	0.98%	\$55.96	\$54.65	\$56.50	\$62.76	\$59.02	\$61.20	\$57.42	\$58.22	-0.02%	
30	\$55.32	\$58.92	1.23%	\$56.59	\$55.32	\$57.14	\$63.39	\$59.60	\$61.20	\$58.85	\$58.87	0.08%	
31						\$57.14					\$58.85	\$58.00	
32						\$58.00					\$60.34	\$59.17	

St. Joseph Tacoma - Comparable Raises

	SJMC Exp 10/31/18	TG 12/31/19	St. Clare 1/31/19	Good Sam 3/31/20	Overlake 4/30/20	Northwest 6/30/21	Swedish (SEIU 1199) 6/30/19	Providence St. Peter (UFCW 21) 3/1/19
2016	2.5% Base-Step 25 3% Step 26-30	3.0%	3.0%	2.0%	2.0%	4% - 1-19	0.5% + 3%	Previous raise 9/1/15, increased 3% on 6/14/16
2017	2.5%	2.0%	2.5% Step 1-25 3% Step 26-30	4.0%	4.0%	2.5% - 20-30	0.75% + 2.25%	3.0%
2018		2.0%	2.5%	2.0%	3.0%	3.0%	2.25%	3.0%
2019		2.0%		2.0%	2.75%	2.0%		
2020						2.0%		