

2006 - 2009  
Employment Agreement  
By and Between  
Providence Centralia Hospital  
And  
Service Employees International Union,  
Local No. 6, AFL-CIO-CLC

## TABLE OF CONTENTS

ARTICLE 1 – Recognition .....	1
ARTICLE 2 - Equal Employment Opportunity .....	1
ARTICLE 3 - Management Responsibilities .....	1
ARTICLE 4 - Union Membership and Dues Deduction.....	1
4.1    Membership.....	1
4.2    Dues Deduction .....	2
4.3    Non-discrimination .....	2
4.4    Voluntary Political Action Fund Deduction (COPE Check Off) .....	2
ARTICLE 5 - Union Representatives.....	2
5.1    Access to Premises.....	2
5.2    Bulletin Board .....	2
5.3    Personnel File .....	3
5.4    Roster .....	3
5.5    Contract .....	3
5.6    New Employee Orientation .....	3
ARTICLE 6 – Definitions.....	3
6.1    Full-Time .....	3
6.2    Part-Time .....	3
6.3    Per Diem .....	3
6.4    Conversion from Regular Status to Per Diem Status .....	3
6.5    Probationary.....	3
6.6    License Renewal .....	4
ARTICLE 7 - Hours of Work and Overtime.....	4
7.1    Work Week.....	4
7.2    Work Day .....	4
7.3    Overtime .....	4
7.4    Double Time .....	4
7.5    Meal/Rest Periods .....	4
7.6    Weekend Work .....	4
7.7    Consecutive Days.....	4
7.8    Work on Day Off .....	5
7.9    Innovative Shifts.....	5
7.10   Rest Between Shifts .....	5
7.11   No Pyramiding .....	5
ARTICLE 8 - Rates of Pay .....	5
8.1    Wage Rates.....	5
8.2    Recognition for Experience .....	6
8.3    Report Pay .....	6
8.4    Merit Increases .....	7
8.5    Signing Bonus.....	7
ARTICLE 9 - Premium Pay .....	7
9.1    Shift Differential.....	7
9.2    Standby.....	7
9.3    Call Back .....	7
9.4    Charge Premium .....	7
9.5    Weekend Premium Pay.....	7
ARTICLE 10 - Employment Status .....	7
10.1   Seniority.....	7
10.2   Sick Leave and Vacation Accrual .....	8
10.3   Notice of Resignation .....	8

10.4	Notice of Termination .....	8
10.5	Layoffs .....	8
10.6	Discharge/Discipline .....	8
10.7	Termination Interview .....	8
10.8	Reduced Schedules .....	9
10.9	Travel Pay .....	9
10.10	Effect of Time Off.....	9
10.11	Low Census .....	9
10.12	Job Posting.....	9
10.13	Floating.....	9
10.14	Drug-Free Workplace .....	9
ARTICLE 11	– Annual leave .....	10
11.1	Accrual .....	10
11.2	Scheduling.....	10
11.3	Accrual.....	11
11.4	Work on Holidays.....	11
11.5	Payment Upon Termination .....	11
11.6	Pay Rate.....	11
ARTICLE 12	- Sick Leave .....	11
12.1	Accrual .....	11
12.2	Probationary Period.....	11
12.3	Payment.....	11
12.4	Other Benefits .....	11
12.5	Washington State Family Care Act.....	11
12.6	Notification .....	12
ARTICLE 13	- Leave of Absence .....	12
13.1	In General .....	12
13.2	Leave With Pay .....	12
13.3	Use of Sick Leave/Annual Leave.....	12
13.4	Leave Without Pay .....	12
13.5	Education Leave.....	12
13.6	Maternity Disability Leave.....	13
13.7	Family and Medical Leave.....	13
13.8	Health Leave .....	13
13.9	Military Leave .....	14
13.10	Bereavement Leave.....	14
13.11	Jury Duty.....	14
13.12	Return from Leave .....	14
ARTICLE 14	- Health and Welfare and Dental.....	14
14.1	Flexible Benefits (Medical, Dental and Long-Term Disability Insurance) .....	14
14.2	Health Tests .....	14
14.3	Workers' Compensation.....	14
14.4	Unemployment Compensation.....	14
14.5	Plan Changes.....	14
ARTICLE 15	- Retirement Plan .....	14
ARTICLE 16	- Conference Committee .....	15
ARTICLE 17	- Grievance Procedure.....	15
17.1	Grievance Defined.....	15
17.2	Mutually Agreed Mediation.....	16
17.3	Time Limits.....	16
ARTICLE 18	- No Strike Clause.....	16
18.1	No Strike/No Lockout .....	16
18.2	Discharge .....	16
ARTICLE 19	- Separability.....	16

ARTICLE 20 - Complete Agreement.....	16
ARTICLE 21 - PAST PRACTICES .....	17
ARTICLE 22 - Duration of Agreement .....	17
Appendix A.....	1
<b>ADDENDUM</b> .....	1
<b>LETTER OF UNDERSTANDING</b> .....	1

## PREAMBLE

This Agreement is made and entered into by and between Providence Centralia Hospital, Centralia, Washington (hereinafter referred to as the "Employer" or "Hospital"), and Service Employees International Union, Local #6, AFL-CIO, (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

## ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the representative for all Licensed Practical Nurses and Graduate Practice Nurses (excluding supervisors, temporary employees, and all other employees) employed in the above-name hospital, for the purpose of discussions and agreement with respect to rates of pay, hours of work, and conditions of employment as specified in this Agreement.

## ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY

Except as permitted by law, the Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, age, marital status or handicap, unless any one of the foregoing factors constitutes a bona fide occupational qualification, or in the case of handicap where the handicap prevents a person from performing the job duties.

## ARTICLE 3 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. Therefore, the Union recognizes the right of the Employer to operate and manage the Hospital, including but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine working schedules and job assignments; to add or delete positions; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to subcontract or discontinue work for economic, medical or operational reasons; to select and hire employees; to promote employees; to discipline, demote or discharge employees for cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; to promulgate rules, regulations and personnel policies; provided that such rights shall not be exercised 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 function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

## ARTICLE 4 - UNION MEMBERSHIP AND DUES DEDUCTION

4.1 Membership. All nurses who on the execution of the Agreement are members of the Union in good standing, and all nurses who voluntarily become members hereafter, shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All employees who are members of the Union shall have the right to resign from Union membership during the ten (10) day period immediately preceding contract expiration date.

4.2 Dues Deduction. The Employer will deduct an amount equal to the Union's uniform monthly dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Dues deductions will be transmitted to the Union by check payable to its order. Upon issuance and transmission with respect to deductions covered by the Union and each employee authorizing the assignment of his/her wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

4.3 Non-discrimination. Licensed Practical Nurse shall be discharged or discriminated against because of membership or non-membership or for any lawful Union activity, including serving on a Union committee or as a local union chairperson, or for refusal to engage in same.

4.4 Voluntary Political Action Fund Deduction (COPE Check Off). The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Elections Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) for all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off.

#### ARTICLE 5 - UNION REPRESENTATIVES

5.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other work areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with the delivery of patient care or the normal operation of the Hospital.

5.1.1 The Union shall select LPNs from the bargaining unit to function as unit chairpersons. The unit chairpersons shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

5.2 Bulletin Board. The Union shall be permitted to post Union meeting notices in the space provided by the Employer on the employee bulletin board, with a copy provided to the Director of Human Resources or alternate designee prior to posting. The Union communications will be professional in nature and sensitive to patients and their families due to the public nature of the Hospital facilities.

5.3 Personnel File. Upon request of the individual nurse, information in that nurse's personnel file will be made available to him/her, with the exception of any pre-employment reference verification.

5.4 Roster. Upon signing of this Agreement and quarterly thereafter, the Employer shall provide a list of the names, address, employee status, shift, hourly rate of pay, employee ID numbers, date of hire and gross earnings of those employees covered by this Agreement. This roster will be submitted electronically or on a disk in Excel format.

5.5 Contract. The Employer will give each newly hired LPN a copy of the Agreement and the LPN's job description. The Union will provide copies of the Agreement to the Employer. Additional copies of the Agreement provided by the Union shall be available in the Human Resources Department.

5.6 New Employee Orientation. A delegate or designee may meet with new employees following orientation to introduce employees to the Union and the Union contract. The meeting shall not exceed one-quarter (1/4) hour in duration, it shall be voluntary and shall be on unpaid time for both the delegate and the new employee.

## ARTICLE 6 – DEFINITIONS

6.1 Full-Time. A nurse who is regularly scheduled to work forty (40) hours in a seven (7) day period or eighty (80) hours in a fourteen (14) day period. A full-time nurse is eligible for all applicable benefits as set forth in this Agreement upon successful completion of the probation period.

6.2 Part-Time. A nurse who is regularly scheduled to work less than forty (40) hours in a seven (7) day period or less than eighty (80) hours in a fourteen (14) day period. Part-time nurses shall be paid vacation, sick leave and holiday benefits. Such benefits shall be prorated in accordance with hours worked.

All hours worked will be included for the purpose of computing annual increments. The part-time nurse shall be compensated in the same manner as the full-time nurse except that paid benefits (except insurance) will be accrued on a prorated basis based on hours worked in the current pay period.

6.2.1 The part-time nurse shall have the option of receiving a twelve percent (12%) premium over his/her basic rate of pay in lieu of vacation, sick leave, holiday and insurance benefits as set forth in this Agreement. Only on hire, anniversary date, or a change in status shall a nurse be able to convert from the salary premium in lieu of benefits or vice versa.

6.3 Per Diem. An employee hired to supplement the regular work force on a scheduled or unscheduled basis to provide coverage for emergencies or other unexpected events, high-patient census, illness, vacations or other employee absenteeism. Per diem employees shall receive longevity increments and shall be eligible for shift differentials and weekend premiums. Per diem employees are paid on a straight-time hourly basis plus twelve percent (12%) and are not eligible for any other benefits except longevity increments and shift differential.

6.4 Conversion from Regular Status to Per Diem Status. Any previously accrued sick leave shall be frozen and inaccessible during per diem status. Should the employee subsequently return to regular status without a break in service, previously accrued sick leave shall be restored. Any accrued vacation shall be cashed out when converting from regular to per diem status. Upon return to regular status from per diem status, an employee's seniority which was previously accrued during regular status shall be restored. No sick leave, vacation or seniority shall accrue during per diem status.

6.5 Probationary. A probationary nurse is a nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. During the probationary period, an employee may be disciplined or discharged without

notice and without recourse to the grievance procedure. Probationary employees are not entitled to benefits accruing from this Agreement until successful completion of the probationary period. Each probationary employee shall have a performance evaluation by supervision prior to completion of the probationary period.

6.6 License Renewal. Each LPN is responsible for maintaining his/her current nursing license.

#### ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Week. The basic work period shall consist of forty (40) hours in a regularly recurring seven (7) day period, or eighty (80) hours in a regularly recurring fourteen (14) day period, as mutually agreed between Employer and nurse in accordance with the Fair Labor Standards Act.

7.2 Work Day. The basic work day shall be eight (8) consecutive hours and one-half (1/2) hour lunch period on the nurse's own time. See Addendum for 12 hour workdays.

7.2.1 The basic work day shall include a thirty (30) minute meal period on the nurse's own time if relieved of duties during this period. If not relieved of duties and unable to leave the unit, the meal period shall be paid to the nurse by the Employer in accordance with Section 7.3.

7.3 Overtime. All work in excess of the established day or week, when properly authorized, shall be compensated for at the rate of one and one-half (1-1/2) times the nurse's regular hourly rate of pay.

7.3.1 Regular hourly rate of pay is to include shift differential, when applicable.

7.3.2 Overtime shall be averaged to the nearest fifteen (15) minutes.

7.4 Double Time. When a nurse is authorized to work in excess of a basic work day, the first four (4) hours shall be paid at time and one-half (1-1/2) and remaining hours worked will be paid at double time (2x).

7.5 Meal/Rest Periods. Fifteen (15) minutes in each four (4) hour period shall comprise the rest period for nurses to be taken as near as practical in the middle of the four (4) hour period. Meal periods and rest breaks shall be provided in accordance with applicable state and federal law and regulations, including the Washington Administrative Code which permits intermittent breaks.

7.6 Weekend Work. Employees covered by this Agreement may be required to work weekends. Where the Employer requires weekend work, the Employer will endeavor to rotate weekend work in a fair and reasonable manner according to the needs of the department as determined by the Employer. Subject to patient care and other business considerations as determined by the Employer, insofar as practical, weekend work will be scheduled so as to allow two (2) out of four (4) weekends off. In the event an employee is scheduled to work three (3) successive weekends, the third weekend shall be paid at one and one-half (1 1/2) times the regular rate of pay. The following weekend shall be paid at the regular rate of pay. This section shall not apply to employees who volunteer for additional weekend work, employees who have a work schedule that includes the working of weekends, or employees who trade weekends. Subject to advance approval, employees may request the trading of weekends providing the schedule change does not result in the Employer being liable for overtime pay.

7.7 Consecutive Days. Nurses who work five (5) consecutive eight (8) hour days shall be paid at the overtime rate for all authorized hours worked on the sixth (6<sup>th</sup>) consecutive day, and any additional consecutive days worked thereafter. This provision shall not apply to those employees who request to work more than five (5) consecutive eight (8) hour days or those employees who request and are granted a special day off during the eighty (80) hour period which would result in a sixth (6<sup>th</sup>) consecutive day worked.

7.8 Work on Day Off. Nurses who work .7 FTE and below and who work their scheduled day off shall be paid at their regular rate of pay (or at the appropriate overtime rate, if applicable). Full-time nurses and nurses working twelve hour shifts at a .9 FTE who work their scheduled day off shall be paid at the rate of one and one-half (1-1/2) their regular rate of pay for all hours worked, if they meet the criteria set out below:

7.8.1 Full-time nurses (1.0 FTE) who have actually worked forty (40) hours in a week will receive time and one-half (1-1/2) for hours worked on their day off.

7.8.2 Nurses working .9 FTE (12 hours) who have actually worked thirty-six (36) hours in a week will receive time and one-half (1-1/2) for hours worked on their day off.

7.8.3 Nurses working .8 FTE who work their scheduled day off shall be paid at one and one-half (1 1/2) their regular rate of pay (or at the appropriate overtime rate, if applicable).

7.9 Innovative Shifts. Innovative work schedules may be established by the Employer with the consent of the employee involved. In such instances, a written agreement between the nurse and the Hospital with a copy to the Union shall detail any agreed upon innovative work schedule. If an innovative work schedule is established, overtime shall be paid after the normal work day for that innovative work schedule. Where work schedules other than eight (8) hour day schedule are utilized, the Employer and/or employee shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was effective immediately prior to an innovative work schedule, if that shift is still available, after at least four (4) weeks' advance notice.

7.10 Rest Between Shifts. The Employer will schedule LPNs so that they have an unbroken rest period of at least twelve (12) hours between shifts. In the event an LPN is required to work with less than twelve (12) hours off duty between shifts, all time worked until the LPN has twelve (12) hours off will be at the rate of time and one-half (1-1/2). Nurses working twelve (12) hour shifts shall have an unbroken rest period of at least ten (10) hours between shifts. Except as provided above, this paragraph shall apply only to those LPNs working on eight (8) hour shift. This section shall not apply to inservice education, staff meetings, committee meetings or to standby and call-back assignments.

7.11 No Pyramiding. There shall be no compounding or pyramiding of premium or overtime pay, and only the highest applicable rate shall apply.

#### ARTICLE 8 - RATES OF PAY

8.1 Wage Rates. Effective the first full pay period following execution of the contract, in addition to current steps of approximately 2.2%, nurses will receive a four percent (4%) increase applicable to both wages and the steps.

Effective the first full pay period following September 30, 2007, wages will be increased by two and one half percent (2.5%).

Effective the first full pay period following September 30, 2008, wages will be increased by three percent (3%).

<b>Step</b>	<b>new rate</b>	<b>10/07</b>	<b>10/08</b>
<b>0</b>	15.23	15.61	16.07
<b>1</b>	15.56	15.95	16.43
<b>2</b>	16.03	16.43	16.92
<b>3</b>	16.41	16.82	17.33
<b>4</b>	16.95	17.38	17.90

<b>5</b>	17.31	17.74	18.27
<b>6</b>	17.64	18.08	18.62
<b>7</b>	17.96	18.41	18.96
<b>8</b>	18.28	18.74	19.30
<b>9</b>	18.77	19.24	19.82
<b>10</b>	19.26	19.74	20.33
<b>11</b>	19.73	20.22	20.83
<b>12</b>	20.21	20.71	21.33
<b>15</b>	20.70	21.21	21.85
<b>18</b>	20.97	21.49	22.14
<b>20</b>	21.24	21.77	22.42
<b>22</b>	21.66	22.20	22.87

Nurses covered by this agreement shall be paid in accordance with the hourly wage schedule beginning the first full payroll period on or after the effective date.

8.1.1 Calculating Increments. Annual increases shall become effective the beginning of the pay period following completion of each nurse's twelve (12) calendar months of continuous work. Longevity increases will be adjusted for any unpaid leaves of absence exceeding thirty (30) days in duration. Advancement from one longevity increment to the next shall be based upon time worked at that longevity step rather than time employed by the Hospital.

8.2 Recognition for Experience. Upon the employment by the Employer of a nurse who has had prior experience as a Licensed Practical Nurse either in some other hospital, including a VA hospital, or during a prior employment in this Hospital, and such experience was gained no more than six (6) months before, the experience shall be considered equivalent to employment in this Hospital with regard to salary only, in accordance with the following:

8.2.1 Nurses with two (2) to four (4) years of continuous recent related experience in clinical nursing shall be hired at the first step above the base rate.

8.2.2 Nurses with five (5) to seven (7) years of continuous recent related experience in clinical nursing shall be hired at the second step above the base rate.

8.2.3 Nurses with eight (8) to ten (10) years of continuous recent related experience in clinical nursing shall be hired at the third step above the base rate.

8.2.4 Nurses with more than ten (10) years of continuous recent related experience in clinical nursing shall be hired at the fourth step above the base rate.

8.2.5 It is agreed that nurse experience shall be reviewed and evaluated by each individual nurse applicant and Head Nurse/Personnel. In the event of disagreements as to the appropriate salary step, a final decision will be made by the Assistant Administrator for Nursing Services.

8.3 Report Pay. Nurses who report for work as scheduled and who are sent home due to lack of work shall be given four (4) hours pay. Report pay is contingent upon the individual nurse providing the Employer with a current telephone number where s/he can be reached.

8.3.1 The above provision in 8.3 shall also apply if the LPN is notified less than two (2) hours before the beginning of the shift to stay home.

8.4 Merit Increases. It is agreed that the Employer may, at its discretion, make salary increases on a merit basis in excess of those specified above. Wage rates and benefits specified in this Agreement shall not be less than those set forth in the Agreement; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and/or other employee benefits into effect and may reduce the same to the minimums herein prescribed without consent of the Union. Nurses currently receiving merit increase at ratification date will retain that specific merit increase.

8.5 Signing Bonus. Provided that the contract is ratified on or before December 22, 2006, PCH will provide a signing bonus of \$150 (less required deductions) to each LPN in his/her December 29 paycheck.

#### ARTICLE 9 - PREMIUM PAY

9.1 Shift Differential. Effective the first full pay period following January 1, 2007, employees working the evening shift shall be paid a premium of one dollar and twenty five cents (\$1.25) per hour over their regular hourly rate of pay. Effective the first full pay period following January 1, 2008, employees working the evening shift shall be paid a premium of one dollar and forty cents (\$1.40) per hour.

Effective the first full pay period following January 1, 2007, employees working the night shift shall be paid a premium of one dollar seventy five cents (\$1.75) per hour over their regular hourly rate of pay. Effective the first full pay period following January 1, 2009, employees working the night shift shall be paid a premium of two dollars and fifteen cents (\$2.15) per hour.

9.2 Standby. Standby pay shall be paid at the rate of three dollars (\$3) per hour. Standby shall only be paid while on standby status and shall not be paid after the employee has been called back to work. Effective the first payroll period following January 1, 2009, standby pay shall be paid at the rate of three dollars and twenty five cents (\$3.25) per hour while on standby status.

9.2.1 When a nurse is on standby for the nurse's regularly scheduled shift due to low census or no scheduled surgery, hours worked in a call back during such regularly scheduled shift shall be paid at the nurse's regular rate of pay. Nurses who are called in will receive a minimum of two (2) hours' pay at the nurse's regular rate.

9.3 Call Back. If a full-time or a part-time nurse is called back or called in to work after the completion of his/her shift or while on standby status, the nurse shall be paid for all hours worked at one and one-half (1-1/2) times the regular rate of pay with a minimum guarantee of three (3) hours.

9.4 Charge Premium. Effective January 5, 2004, those nurses who are designated Charge Nurse by their supervisor for a nursing unit shall receive one dollar (\$1.00) per hour for such period of assignment.

9.5 Weekend Premium Pay. Effective the first full pay period following execution, an employee who works on a weekend shall receive one dollar and twenty five cents (\$1.25) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The Weekend premium will not be considered a part of the regular rate of pay for paying overtime calculations. This weekend premium shall not apply to new hires during the initial training or residency period. Effective October 1, 2007, the weekend premium pay shall be increased to one dollar and fifty cents (\$1.50) per hour. Effective October 1, 2008, the weekend premium pay shall be increased to one dollar and seventy-five cents (\$1.75) per hour. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

#### ARTICLE 10 - EMPLOYMENT STATUS

10.1 Seniority. Seniority shall be defined as a full-time or part-time LPN's continuous length of service from most recent date of hire. The first three (3) months or ninety (90) working days, whichever is

longer, of employment shall be the probationary period. During the probationary period, an LPN may be discharged without recourse and have no basis for a grievance. Probationary LPNs are not required to give fourteen (14) days' notice of intent to terminate.

10.2 Sick Leave and Vacation Accrual. Sick leave and vacations shall be earned by the fulltime and part-time nurse from the date of employment and become effective after regular employment status is reached.

10.3 Notice of Resignation. Regular nurses shall give fourteen (14) days written notice of intended resignation. Failure to give the required notice shall result in loss of any accrued vacation benefits.

10.4 Notice of Termination. At least fourteen (14) days written notice of termination of employment or pay in lieu thereof shall be given the nurse by the Employer, plus any accrued vacation due. Should the nurse be discharged for cause, s/he would thereby forfeit all benefits.

10.5 Layoffs. When it becomes necessary for the Employer to permanently reduce its work force, the Employer shall give as much notice as is practicable. In cases of such anticipated layoffs, written notice of layoff will be given at least thirty (30) days before such action is to become effective; except in cases of urgent and unexpected circumstances. Per diem nurses will not be regularly scheduled on units where regular nurses are on layoff.

10.5.1 Length of service shall be the determining factor for layoff and recall providing that the skills, competence and ability are considered equal in the judgment of the Employer.

10.5.2 Probationary nurses shall be laid off prior to full-time and part-time nurses.

10.5.3 Upon layoff, the names of such LPNs shall be placed on a reinstatement roster for a period equal to their length of employment not to exceed twelve (12) months from the date of layoff. An LPN shall be removed from the roster upon accepting regular employment, upon reemployment, upon refusal to accept regular work offered by the Employer, or at the end of the aforementioned period. It shall be the nurse's responsibility to keep the Employer informed of his/her status.

10.5.4 When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in the reverse order of layoff; providing skill, competency and ability are considered equal in the judgment of the Employer. Subject to the above qualifications, LPNs on layoff shall be entitled to reinstatement prior to any LPN being newly hired. Any recall of LPNs out of seniority will be communicated to the Union. Upon reinstatement from such roster, the LPN shall have all previously accrued benefits and seniority restored. This section shall not apply to LPNs on probationary status.

10.5.5 The Employer will notify the Union at least thirty (30) days in advance of an anticipated layoff, and will furnish a seniority roster and a list of those LPNs to be laid off.

10.6 Discharge/Discipline. Except for such reasons as permanent reduction in operations, discharge and discipline shall be only for cause.

10.6.1 A nurse who feels s/he has been disciplined or discharged without proper cause may file a timely written request for review of the action in accordance with the steps as set forth in Article 18 herein.

10.7 Termination Interview. At the time of termination, a termination interview is encouraged.

10.8 Reduced Schedules. Full-time LPNs who work reduced schedules at the request of the Hospital for reasons beyond the Hospital's control shall not lose any benefits due them, nor shall the reduced schedule alter the anniversary date. In the event of extended layoffs amounting to thirty (30) days or more, employees will carry over the amount of seniority and accrued benefits they had on their last day on the payroll.

10.9 Travel Pay. A Licensed Practical Nurse who, in accordance with Hospital policy, accompanies a patient traveling by ambulance, helicopter, or other means, shall be considered in the employ of the Hospital unless mutual written agreement between the nurse and the Administrator's designee specifically states otherwise. If the return trip to the Hospital is not to be made in the patient conveyance vehicle, the employee's return trip transportation expense shall be provided before departure. During absence from the Hospital, all provisions of this contract shall apply.

10.10 Effect of Time Off. The time not worked due to low census shall, when at the Hospital's convenience, be regarded as time worked for the purpose of benefit accrual and anniversary date determination.

10.11 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Hospital will first utilize in-house nurses to float to nursing units prior to using agency (excluding travelers) subject to skill, competence, and ability as determined by the Hospital. The Hospital will rotate low census equitably among nurses assigned to each unit by shift, subject to skill, competence and ability as determined by the Employer. If an individual volunteers to take a low census day off, that day shall be counted for purposes of the rotation list. Nurses who are subject to low census may use accrued annual leave time and such time will count in the low census rotation. If a nurse refuses a float assignment as provided above, the nurse will not receive credit for a Hospital convenience day for purposes of benefit accrual and anniversary date determination.

10.12 Job Posting. The Employer will post a notice of vacant LPN positions at least seven (7) days in advance of filling the position in order to give presently employed LPNs an opportunity to apply. To be considered for a regular job opening, the employee must submit a transfer request/application for each posted position. When a job opening occurs within the bargaining unit, seniority shall be a factor in filling such openings, along with skills and ability, as determined by the Employer.

10.13 Floating. The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions. Nurses will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with the manager or designee. Nurses required to float within the Hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned.

10.14 Drug-Free Workplace. The Employer, the nurses, and the Union have a joint interest in workplace safety and job performance, and collectively acknowledge that alcohol and drug abuse are inconsistent with this joint interest. The Employer and the Union also acknowledge that nurses continue to be responsible for maintaining satisfactory job performance and attendance and for complying with the Employer's policies and procedures. Nurses with job performance, attendance, or conduct problems are still subject to corrective action if such problems are caused in whole or in part by the use of alcohol or drugs.

The Employer will establish a drug-free workplace policy, including reasonable cause drug testing. The policy will require the Employer to maintain an Employee Assistance Program as a resource for employees. Nurses who may have an alcohol or drug-related problem are strongly encouraged to seek assistance or referrals to rehabilitation or treatment programs through the Employee Assistance Program.

The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts that will enable a chemically impaired nurse to remain in professional nursing practice after rehabilitation. Nurses needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek treatment and rehabilitation referrals through the Employee Assistance Program or the state's Substance Abuse Monitoring Program, and to use their health insurance, sick leave, or medical leave, as appropriate. Employees voluntarily requesting assistance prior to experiencing job performance, attendance, or misconduct problems will not be subject to disciplinary action for having sought treatment for alcohol or chemical dependency, and will be given a medical leave of absence by the Hospital

The Employer and the union will encourage and support voluntary participation in the state Substance Abuse Monitoring Program, which may include individually tailored return-to-work agreements. In the event a nurse is subject to a return-to-work agreement with the state Substance Abuse Monitoring Program, the Hospital and the Union will endeavor to reasonably accommodate the nurse's temporary limitations; provided, however, such reasonable accommodations shall not require other nurses to change their work schedules, require the Hospital to assume extra costs, or otherwise impose an undue hardship on the Hospital.

#### ARTICLE 11 – ANNUAL LEAVE

11.1 Accrual. Employees will receive annual leave based on the following schedule. Employees will accrue annual leave hours on a prorated basis for an FTE less than a 1.0 FTE.

Years of Continuous Employment	Annual Leave (Assuming 1.0 FTE and 8 hr schedule)	Accrual Rate Per Hour	Accrual Rate at 1.0 FTE Per Pay Period
0 thru end of 4 yrs	144 hrs (18 days per year)	.0692	5.538 hours
5 thru end of 10 yrs	184 hrs (23 days per year)	.0885	7.0769 hours
11	192 hrs (24 days per year)	.0923	7.3846 hours
12 yrs	200 hrs (25 days per year)	.0962	7.692 hours
13 yrs	208 hrs (26 days per year)	.10	8.0 hours
14 yrs	216 hrs (27 days per year)	.1038	8.3077 hours
15+ years	224 hrs (28 days per year)	.1077	8.6154 hours

To determine accrual rate per pay period for FTE less than 1.0 FTE, multiply rate x FTE. Example: 5.538 x 0.5 FTE = 2.925 per pay period or 5.538 x 0.9 FTE = 4.9842 per pay period.

An employee is not eligible for annual leave in the same pay period in which it is accrued. Annual leave may be taken in the pay period following the pay period in which it was earned. Annual leave will accrue to a maximum of 1.0 FTE.

11.2 Scheduling. The Employer retains the right to schedule annual leaves in such a way as will least interfere with patient care and work load requirements of the Hospital. In the event there is a conflict in requests by two (2) or more employees for an annual leave, the employee with the most departmental seniority shall be granted the annual leave time requested, provided such request is made in writing to supervision at least three (3) months prior to the requested annual leave date.

11.3 Accrual. Annual leave credits may be accrued up to two (2) years of employment. Annual leave shall not be accumulated and carried over more than two (2) years.

11.4 Work on Holidays. Employees who are assigned to work on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall be paid at the rate of one and one-half (1 1/2) times their regular rate for all hours worked on the holiday.

- (a) Night Shift. Employees working the night shift shall receive holiday pay for the shift where the majority of the hours worked are on the day of the holiday.
- (b) Employees must work their last scheduled work days before and after the holiday unless the employee is off for a bona fide sick leave, low census, paid time off or an excused absence by the employee's Department Head.
- (c) Rotation. It is agreed that holiday work shall be rotated by the Hospital.
- (d) Holiday Dates. Christmas holiday is to be paid for shifts from 11:00 p.m. on December 24 to 11:00 p.m. on December 25. New Year's holiday is to be paid for shifts from 11:00 p.m. on December 31 to 11:00 p.m. on January 1.

11.5 Payment Upon Termination. After completion of one (1) year of employment, employees shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those employees who are discharged for cause. Acknowledging emergencies do develop that prevent full compliance with the notice provisions of this section, as a result of circumstances beyond an employee's control, payment of accrued unused annual leave will be decided on the facts and circumstances of the individual case.

11.6 Pay Rate. Annual leave pay shall be paid at the employee's regular rate of pay.

#### ARTICLE 12 - SICK LEAVE

12.1 Accrual. A Licensed Practical Nurse shall accrue one (1) day's paid sick leave per month, based upon full-time employment, cumulative up to a maximum of ninety (90) days.

12.2 Probationary Period. Sick leave shall accrue but will not be payable until after the probationary period.

12.3 Payment. Sick leave benefits shall be paid at the nurse's regular rate of pay for any illness or injury which has incapacitated the nurse from performing normal duties and for disability due to pregnancy and childbirth. The Employer reserves the right to require reasonable proof of illness.

12.4 Other Benefits. In any case in which a nurse shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer will not be required to provide compensation above that set forth by statute.

12.5 Washington State Family Care Act. As required by state law, if the employee is entitled to accrued paid leave, then the employee shall use the employee's choice thereof for:

- a. A child (including foster children, stepchildren, and those for whom the worker stands in loco parentis) of the employee with a health condition; or
- b. A spouse, parent, parent in law, or grandparent of the employee who has a serious health condition or emergency condition.

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

12.6 Notification. Sick leave pay shall be contingent on at least two (2) hours' notice to the house supervisor before the beginning of the employee's shift.

#### ARTICLE 13 - LEAVE OF ABSENCE

13.1 In General. All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer.

13.2 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect his/her compensation or status with the Employer.

13.3 Use of Sick Leave/Annual Leave.

Employee Medical Leave - Employees on a leave for their own serious medical condition are required to use accrued sick leave for that portion of the leave that medical certification indicates is a period of disability. Sick leave will be paid on the basis of the employee's assigned FTE prior to the beginning leave of absence. Any need to extend the length of the leave of absence requires a new medical certification. Following depletion of sick leave for the period of disability, annual leave hours must be used followed by time off on an unpaid basis for the remaining balance of the approved leave period. Annual leave will be paid in increments equal to the assigned FTE prior to leave.

For a FMLA that is not for the employee's own serious medical condition and which does not fall under the Washington State Family Care Act, employees must first use accrued annual leave. The remainder will be on an unpaid basis.

13.4 Leave Without Pay. Leave without pay for a period of thirty (30) days or less within an anniversary year shall not alter a nurse's anniversary date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned by the nurse.

13.4.1 Leave without pay for a period in excess of thirty (30) days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Employer.

13.4.2 Employees returning from leaves of less than thirty (30) days shall be returned to their former position.

13.5 Education Leave.

13.5.1 Unpaid Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study without loss of accrued benefits, provided such leave does not jeopardize Hospital service.

13.5.2 Paid Educational Leave. A paid leave of absence may be granted to nurses to attend workshops or meetings, at the request of the Hospital designed for the purpose of keeping direct patient care nurses abreast of changing knowledge and procedures pertinent to their nursing role.

13.6 Maternity Disability Leave. A maternity leave of absence shall be granted upon request of the employee for the period of time that the employee is temporarily disabled due to pregnancy or childbirth, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of physical disability, the employee shall return to work on the same position and FTE status. Thereafter, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee may use previously accrued sick leave and annual leave during the period of disability. Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position. Employees on approved maternity leave will have the option of continuing their group medical coverage at their own expense during the length of the leave.

13.7 Family and Medical Leave. As required by State or Federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1,250 hours during the prior twelve (12) months, shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption, or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualified under both the Family Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal law whichever is more broadly construed. The employee may elect or the Employer may require the employee to use any accrued paid leave time during the leave of absence for which the employee is eligible under the Employer's policies. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

- (a) Leave Combined. An employee who qualifies for FMLA may guarantee the employee's position (same classification and FTE status) for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and FMLA leaves.

13.7.1 Application for Leave and Medical Certification. Unless for an unforeseen emergency, employees must apply for a Family Medical Leave and have completed required medical certification thirty (3) days in advance of the first day of leave. The Hospital reserves the right to request medical certification.

13.8 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the employee is eligible, this leave shall run concurrently with FMLA and the employee shall return to work to the same classification and FTE status if the employee's absence does not exceed that allowed under FMLA. If the employee does not qualify under FMLA, or upon expiration of the FMLA leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee has applied and is qualified. The employee shall use previously accrued sick leave and annual leave to the extent accrued during this health leave of absence. Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position.

13.8.1 Return from Leave. An LPN on an approved leave must notify his/her supervisor two (2) weeks in advance of expected return date. A physician's release is required when returning from a leave.

13.8.2 Leave of Absence Extension. If circumstances require an employee to extend the leave, the employee must put the request in written form and send two (2) weeks prior to the end of

the current leave of absence to manager with a copy to the Benefits Coordinator, Human Resources. A second medical certification is required indicating the necessity of the extension.

13.9 Military Leave. Leave required in order for a nurse to maintain status in the military 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 annual vacation time.

13.10 Bereavement Leave. Emergency leave of up to three (3) days with pay shall be granted for death in the immediate family. Employees who are required to travel an extensive distance out of state shall be given up to two (2) additional days without pay upon written request to Hospital Administration. "Immediate family" shall be defined as grandparent, parent, stepparent, spouse, brother, sister, child, stepchild, grandchild, mother-in-law, father-in-law, and any relative living in the nurse's household.

13.11 Jury Duty. In the event a nurse is called for jury duty after completion of the probationary period, the Employer shall supplement jury compensation to equal the nurse's regular rate of pay in accordance with PCH policy.

13.12 Return from Leave. Failure to return from a leave of absence on the date agreed upon, without the Employer's prior written authorization, shall be considered an automatic resignation by the nurse.

#### ARTICLE 14 - HEALTH AND WELFARE AND DENTAL

14.1 Flexible Benefits (Medical, Dental and Long-Term Disability Insurance). Medical, dental and long-term disability insurance shall be available through the Employer for all benefit eligible (.5-1.0 FTE) nurses beginning the first of the month following ninety (90) days of continuous employment in an eligible status. Premiums paid by the Employer (based on core plans) will be based on assigned FTE.

LPNs in assigned FTEs of .8, .9 and 1.0 will receive benefits at no premium cost for the employee portion of the core plans and will be responsible for the portions of dependent medical and dental premiums not paid by the Employer. LPNs in assigned FTEs of .5, .6 and .7 will contribute toward the premium for coverage for the employee and contribute to the premium for enrolled dependents.

If the assigned FTE of a LPN changes during the course of this Agreement, the employee's contribution will be reflected through a change in payroll deduction on the first (1st) of the month following the date of the status change.

14.2 Health Tests. The Employer shall arrange to give tuberculin skin tests and other tests as required by state law at no cost to the nurse. All nurses shall also be permitted an annual routine blood examination, chest X-ray (if TB positive), and urinalysis without cost.

14.3 Workers' Compensation. Employees shall be covered by a plan of industrial insurance, either the State Workers' Compensation or a substantially equivalent plan.

14.4 Unemployment Compensation. The Employer will provide Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

14.5 Plan Changes. Any improvements in health programs for other Hospital employees shall be made available to LPNs within ninety (90) days.

#### ARTICLE 15 - RETIREMENT PLAN

The Hospital will provide a retirement plan for nurses covered by this Agreement. Effective March 1, 1994, the Employer will provide the Tax Deferred Annuity (TDA) Employer Matching Option. The

Employer will not reduce retirement benefits during the life of this Agreement without first notifying the Union.

#### ARTICLE 16 - CONFERENCE COMMITTEE

There shall be established a permanent Conference Committee consisting of three (3) elected representatives from the LPN employment unit and three (3) representatives from the Hospital management. This committee shall meet at the request of either party to discuss any matter relative to the interpretation and application of specific terms of this Agreement brought before it for consideration. The purpose of the committee is to provide a channel of communication between the LPN unit and the Hospital and to aid in the implementation of this Agreement.

#### ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Grievance Defined. Grievance means any disagreement between the parties concerning the interpretation and/or application of any specific provision of this Agreement. In the event of any grievance arising under this Agreement, same shall be handled in the following manner, with failure at any step to meet specified deadlines to be evidence of satisfactory conclusion on behalf of the moving party.

##### Step 1: Nurse and Immediate Supervisor

The nurse will attempt to resolve the problem with the nurse's immediate supervisor, but in no event later than fourteen (14) days after the nurse's knowledge that a grievance exists.

##### Step 2: Nurse and Manager/Assistant Administrator for Nursing

If the grievance had been timely submitted (i.e., within fourteen (14) days) and it was not resolved in Step 1 above, the nurse shall reduce the grievance to writing and shall present same to the Assistant Administrator for Nursing within seven (7) calendar days after the Step 1 decision. The Assistant Administrator for Nursing shall issue a written reply within seven (7) calendar days following receipt of the grievance. TA 11/1/06.

##### Step 3: Nurse and Administration

If the matter was not resolved in Step 2 above, the nurse shall present the written grievance to the Hospital Administrator, or a designee, within seven (7) calendar days after the Step 2 decision. The Administrator shall submit a written reply within fourteen (14) calendar days following receipt of the grievance.

##### Step 4: Conference Committee and the Union

If the matter is not resolved in Step 3 above, the grievance shall be referred by the grievant in writing within seven (7) calendar days to the Conference Committee, including a Union representative, and with equal representation. The Conference Committee shall meet within fourteen (14) calendar days and shall issue a prompt written decision.

##### Step 5: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the grievance to arbitration within ten (10) calendar days following the Step 3 decision of the Administrator. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and

Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator may award back pay lost by an aggrieved employee for any breach of this Agreement; but no such award shall be made for any period earlier than the date when the grievance or complaint was first presented. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses related to a party's presentation of its case including, but not limited to, attorneys' fees, deposition costs and written fees shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

17.2 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve an issue. Both parties must mutually agree to use mediation and neither party may require that any issue be sent to mediation.

17.3 Time Limits. The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and the Hospital, and shall be confirmed in writing by the parties.

#### ARTICLE 18 - NO STRIKE CLAUSE

18.1 No Strike/No Lockout. The parties to this Agreement realize that this Hospital and other health care institutions provide special and essential services to the community. For this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its employees, and (b) neither the Union, the employees or their agents nor other representatives shall directly or indirectly authorize, assist, or encourage or participate in any way in any strike, including any sympathy strike, refusal to cross a picket line, picketing, walkout, slowdown, boycott, or any other interference with the operations of the Employer.

18.2 Discharge. Any employee who is found to have violated this Article shall be subject to immediate discipline, up to and including discharge.

#### ARTICLE 19 - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of state or federal laws, such provisions shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

#### ARTICLE 20 - COMPLETE AGREEMENT

The parties hereto have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 21 - PAST PRACTICES

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE 22 - DURATION OF AGREEMENT

Except as otherwise provided in Article 8, the effective date of this Agreement shall be the first full payroll period on or after execution through September 30, 2009. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date of its intent to negotiate an Agreement. Such notice of opening of this Agreement shall include the desired changes in writing, but shall not preclude additional proposed changes subsequent to this notice. Should such notice be served, bargaining shall commence within thirty (30) days following the date of timely notice.

Signed this date:

Providence Centralia Hospital

Service Employees International Union  
Local No. 6, AFL-CIO-CLC

\_\_\_\_\_  
Jeanell Rasmussen, Acting Administrator

\_\_\_\_\_  
Sergio Salinas, President

\_\_\_\_\_  
Cynthia Binkerd, Human Resources Manager

\_\_\_\_\_  
Denise Baeza, Organizer

## **APPENDIX A**

### Shift Differentials

Shift differentials above the base rate of pay will be paid for evening and night shift work. Shift differential will be paid when the majority of hours worked fall within the time frames listed below at the rates listed in Section 9.1 of this Agreement. The LPN will receive differential for all hours worked.

Evening Differential: 3:00 p.m. - 11:00 p.m.

Night Differential: 11:00 p.m. - 7:00 a.m.

The LPN's lunch period is unpaid and therefore shift differential does not apply.

Mid-day shifts which are eight (8) hours in duration must begin at or after 12:00 noon to be eligible for evening shift differential.

In the event a LPN is requested to work beyond the end of his/her assigned shift:

1. A day shift LPN must work four (4) or more hours after 3:00 p.m. to receive evening shift differential for the additional hours worked.
2. An evening shift LPN must work four (4) or more hours after 11:00 p.m. to receive night shift differential for the additional hours worked.
3. A night shift LPN will receive night shift differential up through the fourth (4<sup>th</sup>) hour on day shift.

When a LPN is on standby and called back to the Hospital on the evening or night shift, s/he will receive shift differential for the hours worked on that shift.

PROVIDENCE CENTRALIA HOSPITAL

**ADDENDUM**

TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 7.2 of the Agreement between the Hospital and the Union, employees may work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve one-half (12 ½) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The employee shall be allowed three (3) fifteen (15) minute rest periods in accordance with state law and regulations.
2. **Work Period: Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first four (4) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all additional overtime hours of work for that shift shall be paid at double time (2x).
3. **Shift Differential.** Employees working a twelve (12) hour shift shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.

**Sick Leave Notification.** Employees working the first (day) shift shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) shift shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.

## LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING is by and between Providence Centralia Hospital ("Employer" or "Hospital") and Local 6, SEIU AFL-CIO ("Union").

As part of their Agreement effective 2006 through September 30, 2009, the parties agree as follows:

1. Any LPN employed on the date of ratification must notify their manager within thirty days of ratification regarding their interest in cross training to another unit (excluding specialty units such as CCU or PCU). The Employer will make a good faith effort to facilitate such training within six months of the date of request.
2. Prohibition of Mandatory Overtime.
  - a. Preamble. The legislature of the State of Washington passed a law (SB6675) which states as follows: "Washington state is experiencing a critical shortage of qualified, competent health care workers. To safeguard the health, efficiency, and general well-being of health care workers and promote patient safety and quality of care, the legislature finds, as a matter of public policy, that required overtime work should be limited with reasonable safeguards in order to ensure that the public will continue to receive safe, quality care.
  - b. Mandatory Overtime Prohibited. No nurse covered by this Collective Bargaining Agreement may be required to work overtime. Any attempt to compel or force nurses to work overtime is contrary to public policy and this Agreement. The acceptance by any nurse of overtime is strictly voluntary, and the refusal of a nurse to accept overtime work is not grounds for discrimination, dismissal, discharge or any other penalty, threat of reports for discipline, or employment decision adverse to the employee.
  - c. Exceptions. This provision does not apply to overtime work that occurs: (a) Because of any unforeseeable emergent circumstance; (b) Because of prescheduled on-call time; (c) When the Employer documents that the Employer has used reasonable efforts to obtain staffing. An employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages; or (d) When a nurse is required to work overtime to complete a patient care procedure already in progress when the absence of the nurse could have an adverse effect on the patient.
  - d. Application. This provision applies only to Licensed Practical Nurses and shall not be construed to impose requirements on the Employer any different than those under applicable law as that law may be interpreted and applied by court decisions.
3. Staffing. Employees who have concerns about staffing or workload are encouraged to address the issues directly with their supervisor. Many staffing/workload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources.

If the problem continues to occur with regularity, the problem may be referred to the Labor-Management Committee for review and advisory recommendations. The determination of staffing (mix of employees, ratios, numbers) shall not be subject to grievance and arbitration.