

Collective Bargaining Agreement

between

SEIU 775

and

Providence Mount St. Vincent

Effective September 28, 2016 to January 31, 2019

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PREAMBLE

This Agreement is made and entered into between Providence Mount St. Vincent (hereinafter referred to as the "Employer") and Service Employees International Union 775 (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours and other terms and conditions of employment. The parties to this Agreement support and endorse the values of personal dignity, respect, compassion and excellence in their working relationships together and with respect to the residents we serve.

ARTICLE 1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all regularly scheduled full-time and part-time licensed practical nurses and service employees designated by the job classifications set forth in the attached wage schedule, excluding other technical employees, professional employees, business office and clerical employees, guards and supervisors as defined in the Act, and all other employees.

ARTICLE 2: UNION MEMBERSHIP AND DUES

DEDUCTION

Section 1: Membership

All full-time and part-time employees who are members of the Union at the time of the signing of this Agreement, and all full-time and part-time employees who voluntarily join the Union during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of

Union dues on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligation set forth in this Agreement within that thirty (30) day period. Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union and the Employer within thirty (30) days of the termination date of this Agreement.

Section 2: Dues and COPE Deduction

During the term of this Agreement, the Employer shall deduct 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. Deductions will be transmitted to the Union by check made payable to its order each month. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a COPE 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 COPE contributions will be promptly transmitted to the Union by separate check made payable to its order. The parties recognize that the Union is obligated under the Federal Election 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 (0.25%) of all amounts checked off is a reasonable amount to cover the Employer's cost of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (0.25%) 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.

2.2.1 Hold Harmless

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 the payment of Union dues, fees and COPE deductions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer, including the cost of defending against such action, for or on account of any deduction made from the wages of such employee.

Section 3: Bargaining Unit and Deduction Roster

Upon the effective date of this Agreement the Employer shall monthly provide to the Union a list of all employees covered by this Agreement. The list shall be an electronic copy emailed to the Union, in a commercially available format to be agreed upon by the Employer and the Union. The list shall include each covered employee's name, mailing address, telephone number, and personal email address on file in the Employer's HRIS system, date of birth, gender, social security number, hire date, date of termination, beginning and actual return date of approved extended leaves of absence (with the exception of intermittent leave), employee number, seniority date, FTE, job classification(s), department, shift(s), gross earnings (year-to-date), hourly rate of pay for all job classifications, actual hours paid for the pay period(s) during the month, actual hours worked during the pay

period(s), amount of Union deduction(s), type of Union deduction(s), and pay period(s) for which the deduction(s) occurred.

ARTICLE 3: UNION REPRESENTATION

Section 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 those areas of the Employer's premises which are not open to the general public, including but not limited to work areas, employees' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Approval will not be unreasonably withheld. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not disrupt the residents or interfere with resident care or the normal operation of the Employer.

Section 2: Officers, Stewards / Advocates

The Union will designate its officers and stewards/advocates from among the employees in the bargaining unit. The Employer will not recognize these officers and stewards/advocates until the Union has given the Employer written notice. The Union shall designate up to ten (10) stewards/advocates. The steward/advocate is the employee representative position responsible for handling grievances and disciplinary issues with the Employer. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business will be conducted only during non-working times.

Section 3: Bulletin Boards

Bulletin board space shall be designated for the use of the Union in prominent locations including the area of the time clocks outside the first (1st) floor employee lounge, outside the entrance to central laundry on the first (1st) floor, and the kitchen. A notice shall be posted at the 2N time clock indicating the location of Union bulletin boards. Such bulletin board space shall be used for announcements and notifications pertaining to Union business. All materials posted on designated bulletin boards shall reflect the Mission and Values of the Sisters of Providence. A copy of all postings shall be given to Human Resources for their records and all postings will be signed by a designated Union representative or designee. The Union agrees to confine its postings to the designated bulletin boards. If Human Resources deem a posting inappropriate, Human Resources will notify the Union and both parties will mutually agree on the posting.

Section 4: New Employee Orientation

A steward or union representative may meet with new employees during the facility's orientation to introduce employees to the Union and the Union Contract. The meeting will last up to fifteen (15) minutes in duration prior to the lunch break during the first day of New Employee Orientation held at the ministry. The steward/Advocate will be released from work to participate in this orientation subject to resident, client, or patient needs. The Employer shall compensate the steward/Advocate and any new bargaining unit employee at such employee's regular rate of pay up to fifteen (15) minutes for the time to introduce the new employee to the Union and the Union Contract.

The Employer shall provide to the Union a roster of those on-call and temporary employees who transfer into a bargaining unit position at the end of the payroll period in which the transfer occurs. Subject to resident, client, or patient needs, the Employer shall facilitate an employee's request to schedule their break in order to

meet regarding Union orientation within seven (7) calendar days of receiving such request.

Section 5: Short Union Leave

With thirty (30) days' notice to the employer and upon Employer approval, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other time off for Union business, shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis. If there are staffing problems, the Employer may limit the number of employees granted union at any one time to no more than five (5), and no more than three (3) from nursing and no more than one (1) from any other department. This limit shall not apply to negotiations. Employees on unpaid union leave may utilize any earned PTO while on leave.

ARTICLE 4: DEFINITIONS

Section 1: Introductory Employee

An employee who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) days is an introductory employee. After ninety (90) days of continuous employment, the employee shall become a regular employee unless the introductory period is extended by mutual agreement. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

Section 2: Regular Full-Time Employee

An employee regularly scheduled not less than forty (40) hours per week or eighty (80) hours per fourteen (14) day period is considered a regular full-time employee.

Section 3: Regular Part-Time Employee

An employee so classified on the Employer's personnel records, and who is regularly scheduled to work on a continuous basis less than forty (40) hours per week or eighty (80) hours per fourteen (14) day pay period is considered a regular part-time employee. Only part-time employees assigned to an FTE of 0.5 or greater shall be entitled to pro rata benefits accrual. Regularly scheduled part-time employees working less than twenty (20) hours per week shall not be eligible for benefit accruals as set forth in this Agreement.

Section 4: Float Employee

An employee who is newly hired or who transfers from another position to the Float Pool and who works at least two (2) different shifts within a normal work period is considered a float employee. Such employment status shall be documented and maintained in such employee's personnel file by the Employer.

Section 5: Temporary and On-Call Employees

Temporary and on-call employees shall be excluded from this bargaining unit.

4.5.1 Temporary Employee

A temporary employee shall be defined as an employee hired for a specific length of time not to exceed six (6) consecutive months unless extended with the consent of the Union. A temporary employee who has worked twenty (20) hours or more per week on a regular basis and who is subsequently reclassified to a regular full-time or part-time position without a break in service shall be given credit for time spent as a temporary employee for purposes of wages, benefits and seniority.

4.5.2. On-Call Employee

An on-call employee shall be defined as an employee not regularly or consistently scheduled to work and/or an employee called in to work on an

unscheduled, intermittent basis. On-call utilization will be reviewed for reclassification purposes if any employee is scheduled to work on the same basis as a benefit eligible full-time or part-time employee for more than three (3) consecutive months.

If selected (in accordance with Article 5.1) an employee who is reclassified to a benefit-eligible full-time or part-time status shall be given credit for time spent as a temporary or on-call employee in the same job classification for the purposes of wages and PTO accrual. The employee shall be subject to the introductory period set forth in Section 4.1 (Introductory Employee) unless the employee is in the same job classification.

Section 6: Preceptor

A preceptor is an experienced employee proficient in clinical teaching and who is assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of an employee enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. The preceptor is responsible for the specific, criteria-based and goal-directed training for an identified period of time. Clinical management will determine the need for preceptor assignments. The Employer shall provide preceptor training.

It is understood that employees in the ordinary course of their general professional responsibilities will be expected to participate in the orientation process. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new employees.

Section 7: Lead Assignment

The Employer may temporarily assign an employee lead responsibilities to provide specific training or supervisory tasks as assigned by such employee's supervisor.

Such employee shall be compensated the lead premium rate (Article 8.6), in addition to the employee's regular rate pay, for all time worked while assigned lead responsibilities. The employee shall not be compensated for facility/department orientation including: activities designed to familiarize new employees with the objectives and philosophy of the facility and department services; orientation of new employees to facility/departmental policies and procedures; instructing new employees as to their functions and responsibilities to enable them to work independently.

This Section shall not apply to employees listed in Appendix D.

Section 8: Month and Year

For purposes of this Agreement and the method of computing longevity steps and benefits provided within this Agreement, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period. An employee may not receive more than one (1) longevity step per anniversary year of employment.

Section 9: Business Day

The term "business day" refers to the days of the week from Monday through Friday, excluding Saturday, Sunday, and holidays as defined in Section 8.12 of this Agreement.

Section 10: Regular Rate of Pay

The regular rate of pay will be defined to include: the employee's hourly wage rate, any applicable shift differential outlined in Article 8 of this Agreement; lead or charge pay if regularly assigned as a lead or charge.

ARTICLE 5: EMPLOYMENT PRACTICES

5.1 Job Posting.

Job openings within the bargaining unit will make a good faith effort to post conspicuously on the Employer's premises and shall post online for four (4) business days prior to their being filled on a regular basis. Seniority shall be the determining factor in filling a job opening, providing skill, ability, experience, past performance and/or quality of work are substantially equal in the opinion of the Employer. The Employer's decision shall be exercised in good faith and be based on established criteria. Positions may be filled at the Employer's discretion on an interim basis until a regular placement is made.

5.2 Notice of Layoff.

Regularly scheduled full-time and part-time employees shall receive two (2) weeks' notice of layoff or two (2) weeks' pay in lieu of notice, plus any accrued PTO.

5.3 Notice of Resignation.

Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. The fourteen (14) day notice requirement shall not include any PTO or unverified EIB. Failure to give the required notice may result in loss of accrued PTO. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.4 Recognition of Treatable Problems.

The Employer and the Union recognized that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which

will enable the chemically impaired employee to remain employed as long as performance expectations are maintained and the employee does not require supervision in a position where working independently is a part of the employee's job responsibilities.

Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion on work performance when applicable. The Employer and the Union will encourage and support employee's participation in the Employee Assistance and/or State substance abuse monitoring/rehabilitation program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance.

The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued PTO/EIB and/or health leave of absence under the same terms as other health conditions provided the employee is participating in an approved treatment/rehabilitation program.

It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs.

The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

5.5 Discipline or Discharge.

No employee covered by this Agreement shall be discharged except for just cause. "Just cause" will include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension and termination). Which level of

progressive discipline the Employer will use in a given situation will depend on the circumstances and severity of the regular employee's conduct or work performance as evaluated by the Employer. Employees shall receive a copy of all progressive discipline warnings to be placed in their personnel file. Employees shall be required to sign the written warnings within forty-eight (48) hours for the sole purpose of acknowledging receipt thereof. The Employer agrees to provide a copy of the written disciplinary action to the Union within ninety-six (96) hours of issuance. The inadvertent failure to provide the Union with a copy of the disciplinary action will not be the basis to overturn the discipline for just cause. However if such failure causes the union to miss the deadline to file a grievance for the discipline, the deadline shall be extended for that amount of time.

Progressive discipline will not be applied when the nature of the offense is just cause for immediate suspension or discharge. Employees who have been discharged by the Employer shall, upon request by the employee, be given a written statement of the cause of discharge by the Human Resources Department at the time of discharge or within a reasonable time thereafter.

Employees may request in writing to have written disciplinary action in their personnel file removed if eighteen (18) months have passed without a related discipline. Such request will not be unreasonably denied.

5.6 Personnel and Department Head Employee File(s).

Employees have the right to access their own personnel file and their file held by their Department Manager, except where State, Local, Federal or other regulations apply. The employee may view these files in the presence of the Department Manager and/or Human Resources Representative upon a written request to their immediate supervisor or Human Resources Representative. Files must be available within five (5) business days of receipt of written request. References to other person(s) found in any file(s) may be omitted for confidentiality. Employees will be

given the opportunity to provide a written rebuttal to any materials to be placed in their Personnel or Department Manager File.

5.7 Job Description.

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, transfer to a different position, or change in the job description, the Employer shall provide a job description to the employee for the position. Copies of all job descriptions shall be made available to employees and the Union upon request.

5.7.1 New Positions.

In the event that new positions are created by the Employer that would be similar in responsibility, duties, scope or performance to those of existing positions covered under this Agreement, the Employer agrees to notify and inform the Union of the new position. The Employer and the Union will discuss which job classification and grade on the wage scale the position should be placed within this Agreement.

5.8 Evaluations.

The employer will endeavor to evaluate employees in writing prior to completion of the introductory period and every two (2) years thereafter. The evaluation is a tool for assessing the professional skills of the employee and for improving and recognizing the employee's performance. The employee will be given a copy of the evaluation. At the time of the evaluation, employees will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file.

5.9 Posting of Schedules.

The Employer shall determine and post monthly work schedules by the twentieth (20th) of the month immediately preceding the month in which the schedule is effective. The Employer retains the right to adjust work schedules to maintain an

efficient and orderly operation. However, once the schedule is posted, both the Employer and its employees will attempt to adhere as closely as possible to the posted schedule. The Employer will in good faith give consideration to employee circumstances when changing work schedules or reassigning work. If the Employer is required to change the schedule after it has been posted, the employee and the Employer must mutually agree upon that change.

5.10 Low Census Staffing.

Staff levels are maintained house-wide within the budgeted allowance of hours per resident per day. Each neighborhood will be staffed according to staffing levels determined to be adequate based on level of care required by the residents of the neighborhood. Staffing levels are determined by the Neighborhood Coordinators or Program Manager by shift.

If staff levels are higher than necessary to maintain the budgeted HPPD due to a temporary decrease in census, the following actions will be implemented by the Staffing Coordinator or designee by shift:

- 1) On-Call employees will be asked to reduce their hours.
- 2) If no On-Call employees are scheduled, regular full-time and part-time employees will be offered the opportunity to voluntarily reduce their scheduled hours. Employees may choose to use accrued PTO to make up for the loss in compensation.
- 3) If no volunteers are found, the Employer will equitably rotate low census on each shift by using the seniority list combining all licensed employees and NACs subject to staff availability and assignment on a particular day and shift. Such list will be created with those employees who were hired last being the first to take a low census day when the facility is overstaffed, subject to the above considerations. Such employee will then be removed from the seniority list. If the next day the facility is overstaffed, the person who was hired second to the last will be asked to take a low census day off, etc. until each employee has taken their turn. After each employee on the list has taken their turn, the list will start over again.
- 4) For employees that have volunteered to take a day off or for employees that have agreed to work an alternate day or shift prior to their name being called on the seniority list, that employee's name will be crossed off

from the list, and when their turn comes up, staffing will skip their name and proceed to the next employee on the list.

- 5) Licensed staff regularly assigned to the Transitional Care Unit are excluded from the Low Census Staffing, Section 5.10.
- 6) NACs regularly assigned to the Transitional Care Unit are included in the Low Census Staffing, Section 5.10.

5.11 Staffing.

It is the intent of both the Union and the Employer to endeavor to provide a level of staffing consistent with safe care of residents. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of our residents and to provide quality care.

The parties acknowledge that it is in the best interest of the residents, the facility and the staff that vacant positions be filled as soon as possible.

Both parties acknowledge that the changes in resident acuity, census and staff availability and workload requirements can happen rapidly, requiring mutual understanding, communication and flexibility.

Employee(s) who have concerns about staffing or workloads 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.

The employee(s) involved in the staffing concern may request the issue be presented to the Labor-Management Committee.

Final staffing decisions shall be made by the Administrator. The determination of staffing (mix of employees, ratios, numbers) shall not be subject to grievance or arbitration.

5.12 Equal Opportunity & Nondiscrimination.

No worker covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. The Employer and the Union agree not to discriminate in any manner, in conformance with applicable Federal, state, and local laws, against any employee on the basis of race, registered domestic partner, color, religion, creed, sex, sexual orientation, marital status, national origin, genetic information, veteran status age or disability, subject to occupational requirements and ability to perform job requirements. Any form of unlawful harassment will not be tolerated.

5.13 Night Shift Licensed Staff, Premium for Additional Duties.

Once the Employer is informed of a Night Shift Licensed Staff unscheduled absence, the Employer will make a good faith effort to add an additional Certified Nursing Assistant to the night shift area impacted.

In addition, if a Licensed Staff employee has to work additional neighborhoods to accommodate the unscheduled absence, the employee shall receive one and one-half times (1 1/2x) their regular rate of pay for the time performing the additional duties.

5.14 Scheduling of Employees off Premises.

If an employee is scheduled to work at the Employer's premises on a posted date and time, that employee, upon mutual agreement, may be asked to work at a different location.

5.15 Employer Offered Transportation Subsidy.

The Employer agrees to continue to provide a transportation subsidy. The employer will not reduce the total subsidy to the employee during the life of this agreement.

Should the employer decide to change this subsidy, the Employer shall provide the Union forty-five (45) days advance written notice of the change.

ARTICLE 6: SENIORITY

Section 1: Definition

Seniority shall be defined as continuous length of service with the Employer from most recent date of hire for all employees covered by this Agreement. Seniority shall not apply to an employee until completion of the required introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from the most recent date of hire.

Section 2: Transfers-Job Reclassification

When an employee transfers to a new job classification, that employee will be subject to a ninety (90) day review period. During this review period, the employee will be evaluated in order to determine that job responsibilities in the new position are being met. The Employer shall be the judge of the employee's competency; provided, however, that such judgment shall be exercised in good faith, e.g. investigative process. If during the ninety (90) day review period the employee does not fulfill job requirements and responsibilities, the employee will be reclassified to such employee's previous position, if available, or will be subject to layoff and recall.

Section 3: Transfers from Other Providence Health

System Facilities

Employees transferring to the Employer from other Providence Health and Services (PHS) facilities will be credited with length of service for time worked as an employee at those facilities for the purpose of PTO and medical benefit accruals,

provided that they have maintained continuous service in accordance with PHS policy guidelines.

Section 4: Layoff

Layoffs shall be by job classification. In the event a layoff (rather than a reduction in hours) is determined to be necessary by the Employer, seniority of those employees within a job classification shall be the determining factor in such layoff, providing skill, ability, experience, past performance, and/or quality of work are substantially equal in the opinion of the Employer based upon objective job-relevant criteria.

Section 5: Recall

Employees who have been laid off pursuant to Section 6.4 shall, for a period of up to twelve (12) months, be subject to recall to regular job openings in their former classification and department for which they are qualified in the order of seniority after internal posting of the job opening. Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefits purposes. Any notice of recall to an employee shall be sent to the last known address of the employee by certified mail return receipt requested. If the employee does not respond to a communication sent by mail within seven (7) calendar days from the receipt of the recall notice, the employee will be removed from the recall roster and such employee's personnel records shall be adjusted to reflect the employee's discharge from employment with the Employer.

Section 6: Application of Seniority

Seniority shall be broken only by the following:

- a. Resignation
- b. Discharge
- c. Retirement
- d. Layoff of more than twelve (12) months

- e. Failure to return in accordance with a leave of absence or when recalled from layoff
- f. Illness or injury of more than one (1) year's duration

Section 7: Employee Responsibility

It shall be the obligation of an employee to keep the Employer notified of a current mailing address and home telephone number. In addition, the following are a partial list of employee responsibilities required to maintain an employee's position at the facility. These are in addition to all the responsibilities found in such employee's job description. Employees must keep current on all professional licenses, certification, licensing, health tests and any permits or other regulatory requirements that are required as a condition of employment or by law, e.g., NAC license, Food Handlers Permits, tuberculin test. Failure to comply with the above requirements shall result in a suspension from work without pay. If the employee does not comply with these requirements within two (2) business days after the suspension, the employee shall be discharged from employment with the Employer. Employees must adhere to all facility Policies and Procedures; however, this does not prohibit an employee from utilizing the grievance procedure set forth in this Agreement.

Section 8: Hours Reduction

In the event of a reduction in hours which results in a change in an employee's FTE status, the Employer will make a good faith effort to reduce the hours of the least senior employee on a shift within the affected job classification and facility. Seniority of those employees within a job classification shall be the determining factor in such reduction of hours, providing skill, ability, experience, past

performance and/or quality of work are substantially equal in the opinion of the Employer based upon objective job-relevant criteria.

6.8.1 Sub-Acute Medical Unit

Licensed Staff regularly assigned to the Transitional Care Unit are excluded from the Hours Reduction, Section 6.8.

NACs regularly assigned to the Transitional Care Unit are included in the Hours Reduction, Section 6.8.

ARTICLE 7: HOURS OF WORK AND OVERTIME

Section 1: Normal Work Day

A normal workday shall consist of eight (8) hours of work and an unpaid meal period of one-half (1/2) hour. Some employees in Assisted Living and Dining Services work a normal workday of ten (10) hours with an unpaid meal period of one-half (1/2) hour. All other employees may choose to apply to a ten (10) hour shift when a ten (10) hour shift is available and posted.

Section 2: Work Period

A normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

Section 3: Meal Periods, Breaks, Work on Break or Meal Periods

7.3.1 Meal Periods

Employees shall be allowed a meal period of at least thirty (30) minutes which commences no less than (2) hours nor more than five (5) hours from the beginning of the shift. This meal period shall be unpaid time. In the event an employee is required by the Employer to remain on duty on the

premises or at a prescribed worksite in the interest of the Employer, such employee shall be compensated for the time at such employee's regular rate of pay. No employee shall be required to work more than five (5) consecutive hours without a meal period.

7.3.2 Break Periods

Employees shall be allowed a rest period of fifteen (15) minutes for each four (4) hours' working time which may be taken intermittently and shall be compensated at their regular rate of pay. Break periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

7.3.3 Work on Break or Meal Periods

Employees required to work through their meal or break periods and who are unable to complete a full meal or break period during the remaining time of their scheduled shift shall be compensated for such time at such employee's regular rate of pay or overtime rates of pay as may be appropriate in accordance with Section 7.5.

7.3.4 Rest Between Shifts

Each employee shall have an unbroken rest period of at least twelve (12) hours between previously scheduled shifts unless mutually agreed to between the employee and the Employer.

Section 4: Overtime

Employees on an eighty (80) hour schedule within a fourteen (14) day work period shall be compensated at time and one-half (1/2) their regular rate of pay for all hours worked in excess of eight (8) hours per day or eighty (80) hours in a work period. Employees on a forty (40) hour schedule within a seven (7) day work period shall be compensated at time and one-half (1/2) their regular rate of pay for all

hours worked in excess of forty (40) hours in the work period. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must have prior supervisory approval, wherever possible.

Section 5: NAC Weekend Work

The Employer will endeavor to schedule full-time NACs to one (1) weekend off out of three (3) successive weekends.

Section 6: LPN Weekend Work

The Employer will endeavor to schedule regular full-time and part-time LPNs to every other weekend off. This shall not apply to designated weekend positions.

Section 7: Severe Weather

An employee who is late for a scheduled shift during a severe weather day will be offered the opportunity to work his/her full regular schedule of hours if work is needed, without suffering any pay deductions taken from such employee's regular scheduled work day providing such employee completes his/her shift. Severe weather days are days when weather hampers mass transit (e.g. buses and ferries) from transporting travelers to their destinations. If weather conditions are such that driving to work would be hazardous, roads are closed, or travel to work would result in extreme hardship, an employee may use his/her accrued PTO time if unable to report for work. EIB is not available for severe weather days.

Employees are required to provide notification as soon as practicable if they are going to be late or unable to report for work.

Section 8: Report Pay

When an employee arrives to work a shift and is asked to go home due to overstaffing, as opposed to low census, that employee will be asked to work and will

be compensated a minimum of two (2) hours at such employee's regular rate of pay.

ARTICLE 8: WAGE RATES AND PROGRESSION

Section 1: Wage Rates And Progression

The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix "A" which is attached hereto and made part of this Agreement. Employees shall advance along the wage scale on the first full pay period following their anniversary date of hire.

8.1.1 Compensation Increases

All increases set forth in this Agreement shall become effective the first full payroll period following the date designated in Appendix "A" of this Agreement. No employee shall suffer a loss of wages as a result of this agreement.

Section 2: Shift Differential

Employees will receive the following shift differentials:

Classification	Evenings	Nights
LPN	\$2.00	\$4.00
CNA	\$1.50	\$2.00
All other classifications	\$.75	\$1.25

Section 3: Temporary Assignments to a Higher Paid Position

An employee assigned to work in a higher paid position for one (1) day or longer shall be compensated at the longevity step of the higher paid position that would constitute a minimum of a fifty cents (\$0.50) increase above the employee's regular rate of pay.

Section 4: Promotions

Upon promotion of an employee to a job classification with a higher wage scale, such employee shall have his/her rate of pay adjusted to the longevity step of the higher wage scale classification that would constitute a minimum of a fifteen cents (\$0.15) increase. This section shall not apply to temporary transfers.

Section 5: Transfers

An employee transferring to a job classification with a lower wage scale shall be placed at the same longevity step for such job classification as the longevity step of the job classification to which the employee was assigned at the time of the transfer.

In addition, seniority will continue to accrue, including longevity steps, as when an employee was classified in the job classification with a higher wage scale.

Section 6: Lead Pay

Employees assigned lead responsibility shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular rate of pay for all hours worked as "Lead Person". Lead assignment shall be based upon the complexity of the job responsibility. When assigning a lead rate of pay, the Employer will notify the Union of the assignment.

Section 7: Preceptor Pay

Nursing Assistants functioning in the role of a Preceptor shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular rate of pay for hours worked as "Preceptor".

Section 8: Weekend Premium Pay

Employees who work on a weekend shall be paid a premium of fifty cents (\$0.50) per hour in addition to their regular rate of pay for all hours worked on the weekend. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

Section 9: Hiring

New employees shall be hired on the scale at a step equivalent to their verifiable and relevant prior work experience in the same job classification.

Section 10: Over Scale Employees

An employee that is over scale shall, for each complete year of service with the Employer from January through December, receive one hundred dollars (\$100) pro-rated according to the employee's current FTE status not to exceed one thousand dollars (\$1,000), provided that the employee has not had a break in service. A break of service is defined as a separation of thirty (30) days or greater. This shall be payable on the first full pay period in March.

Section 11: Holiday Pay

Full time and part time employees who work on New Year's Day, Independence Day,

Thanksgiving Day and Christmas Day will be paid at one and one-half (1-1/2) times their hourly rate of pay for hours worked.

ARTICLE 9: PAID TIME OFF/EXTENDED ILLNESS BANK

9.1 Paid Time Off/Extended Illness Bank.

The Employer provides eligible employees with paid time off for various reasons including vacation, holidays, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Time off for extended illness is accrued as EIB (Extended Illness Bank) hours.

Full-time and part-time employees are eligible to accrue PTO and EIB hours based on their regular straight-time hours worked each pay period up to a maximum of 40 hours per week and 2080 hours per year.

Length of Service	PTO Days Accrual per Year	PTO Hours Accrual per Year	PTO Hours Per Pay Period Accruals	Maximum PTO Hours Accrual per Calendar Year
0 - 3.99	24	192	7.3846	288.00
4 - 8.99	29	232	8.9231	348.00
9+	34	272	10.4615	408.00
Length of Service	EIB Days Accrual per Year	EIB Hours Per Pay Period Accruals	Maximum EIB Accrual	
0 - 3.99	6	1.84	1040 hours	

4 - 8.99	8	2.46	1040 hours
9+	10	3.07	1040 hours

9.2 Extended Illness Bank (EIB).

EIB hours will be used for days off work due to illness or injury in the following circumstances:

- a. EIB can be accessed immediately in the following situations:
 - From the first day of employee hospitalization, or outpatient surgical procedure where moderate sedation is used;
 - From the first day off due to an employee’s accident or illness eligible for Workers’ Compensation benefits.

- b. A combination of PTO hours and EIB hours are used to continue an employee’s pay in the event of illness or injury in accordance with applicable laws. PTO hours will be used for the first two (2) workdays off due to the same illness or injury. If no PTO is accrued, the first two days absent will be without pay. Beginning with the third workday absent, accrued EIB hours are used in place of accrued PTO hours. (Employees scheduled to work 10-hour shifts may use EIB for illness or injury after the first 30 hours absent.)

9.3 PTO/EIB Usage.

Employees are required to use accrued PTO for planned and unplanned time off. Department management may approve or deny time off requests based on department needs and work requirements. Employees are encouraged to appropriately plan the use of their PTO accrual to ensure available PTO remains in their accrual bank for absences due to short term illness and observed holidays.

When accrued PTO and EIB (if applicable) is exhausted, any remaining time off will be unpaid.

- a. PTO requests should be made as much in advance as possible and should be approved in accordance with departmental procedures.
- b. When two or more employees request PTO at the same time for the same period and both requests cannot be granted a decision will be made in accordance with this article.
- c. Employees are required to use accrued PTO time before requesting any unpaid time off.
- d. Employees may only request PTO to replace regularly scheduled hours, not to exceed their normally scheduled work week hours.
- e. Requests for consecutive time off lasting longer than thirty (30) days must have the prior approval of the department management team who may consult with Human Resources. Time off in excess of thirty (30) days may be considered a Personal Leave of Absence.
- f. PTO is paid through the normal payroll cycle for actual hours taken in that pay period. There will be no allowances for advance or early paychecks.

Accrued PTO must be used during an approved personal leave of absence. PTO must be taken at the same number of hours per week as the employee's FTE prior to the leave of absence. Accrued PTO must be used after EIB is exhausted, while on an approved health leave of absence, or while absent due to a verified on-the-job illness or injury. PTO must be used when an employee is absent due to illness or injury and has exhausted his/her EIB. If an employee is ill on an approved PTO day, then the employee will be paid PTO for that day.

Operational needs may temporarily prevent an employee from using PTO benefits. The Employer reserves the right to schedule, change, or cancel an PTO request. The Employer will provide the employee a good faith, bona fide explanation for the decision when denying an employee from utilizing PTO benefits.

9.3.1 PTO Cash Out.

An employee may annually cash out a portion of the employee's PTO balance subject to the following conditions:

- a. Elections will occur by November 30th of each year using the PTO Cash Out Request Form.
- b. Payment will be issued the 2nd pay day in January of the following year.
- c. The number of hours cashed out will not exceed eighty (80) hours, and
- d. The employee must maintain an 80-hour minimum PTO balance after the cash out in January.
- e. Employees' cash-out rate will be at a one hundred percent (100%) of an employee's regular rate of pay at the time of cash out.
- f. The cash-out shall be subject to lawful withholding.

9.4 Scheduling of PTO.

Requests submitted three (3) or more months in advance of the schedule being created, shall be approved subject to other previously approved PTO requests, with exception for the holiday season (as defined in section 9.4.2) in which case PTO requests will be approved based upon the method below.

9.4.1 Routine Requests for PTO.

Requests for PTO will be resolved based upon seniority or scheduling within a specific department/neighborhood. PTO requests must be submitted and approved by the employee's departmental supervisor, and by staffing (if required) before becoming effective. All requests must be submitted in writing by the tenth (10th) of the preceding month, in order to be reflected on the monthly schedule posted by the twentieth (20th) of the month preceding the month in which the schedule is effective. Subsequent requests for PTO, during the current or succeeding month, should be made as far in advance as possible. The Employer will notify the employee within ten (10) business days, as to whether the request is granted. For denied requests, the Employer shall provide a written explanation. Reasonable effort will be made by the Employer to approve requests for PTO.

9.4.2 Holiday Season.

To provide a fair method of allowing employees to schedule PTO of less than two (2) weeks during the traditional winter holiday season, Thanksgiving, Christmas Day (Christmas Day or Christmas Eve options for the Night Shift), and New Year's Day (New Year's Day or New Year's Eve options for Night Shift), PTO will be scheduled as follows:

- a. No employee will be granted the same holiday off two (2) years in a row.
- b. No employee will be granted two (2) consecutive holidays off in a row.
- c. Conditions listed in a. and b. may be nullified if agreed to by all affected staff in a specific department/neighborhood.

- d. Each employee will be guaranteed no less than one (1) of the above holidays off, except in extreme circumstances beyond the Employer's control.

9.4.3 PTO in Excess of Two (2) Weeks.

Prior to January 1 of each year, employees requesting PTO in excess of two (2) weeks must submit such request for approval to their supervisor.

Following this procedure nullifies the seniority rule stated above. Reasonable effort will be made by the Employer to approve requests for PTO. There shall be a black out period between November 15 and January 15 each year for PTO requests in excess of two (2) weeks.

9.5 Notification.

An employee scheduled to work the first shift (day) shall notify the Employer at least one and one-half (1 ½) hours in advance of the employee's scheduled shift if the employee is unable to report for duty. An employee scheduled to work the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty. Failure to notify the Employer may result in loss of paid PTO/EIB for that day. In the event of a documented emergency, the Employer may waive the notification.

9.6 Proof of Illness.

In the event of illness or injury in excess of three (3) working days in duration, the Employer may require a physician's certificate verifying the employee's ability to return to regular and customary duties.

9.7 On-The-Job Injury.

Accrued PTO/EIB may be used to supplement the amount received by an employee from Workers' Compensation insurance up to the employee's regular rate of pay.

ARTICLE 10: LEAVE OF ABSENCE

Section 1: General Leave Provisions

All leaves of absence must be requested by an employee in writing as far in advance as possible stating the reason for the leave and the amount of time requested. Except as otherwise provided for in this Agreement, it shall be the Employer's prerogative to grant or deny the request. A leave of absence begins on the date of first absence from work. Failure to return from a leave of absence by the return date stated on the Employee Action Notice form (EAN) subjects such employee to discipline up to and including discharge from employment with the Employer.

10.1.1 Health and Dental Coverage While on Leave

An employee on an approved leave of absence will continue to receive health and dental coverage while they remain in a paid status or an approved FMLA leave. Upon expiration of any accrued time (e.g., PTO, EIB), such employee must make arrangements through the Human Resources Department for self-payment of insurance coverage. While in an unpaid status for an approved non-FMLA leave of absence, a benefit-eligible employee may continue insurance coverage under current COBRA regulations.

Section 2: Personal Leave

An employee, upon completion of the introductory period, may be granted a personal leave of absence for up to sixty (60) days with no loss of seniority or benefits accrued to the date such leave commences. An employee's written request for personal leave of absence must state the reason for the leave and the date of commencement. If the employee is eligible for other leaves under this Article, such leaves shall run concurrently. If the employee is on a personal leave and becomes

eligible for other leaves under this Article, such employee will immediately notify the Employer and the appropriate process will be initiated.

Section 3: Family Medical Leave

Pursuant to the Family and Medical Leave Act of 1993 and Washington state law, family and/or medical leave of absence is defined as an approved absence available to employees for up to twelve (12) work weeks of leave upon completion of twelve (12) months of employment and when an employee has worked a minimum of 1250 hours in the prior twelve (12) months. An employee on leave may use a combination of paid (e.g. EIB and/or PTO) and unpaid time (in accordance with 9.3(c)) in a twelve (12) month period. The twelve (12) month period shall begin with the initial date of the employee's family or medical leave (either paid or unpaid).

Family Medical Leave may be taken: upon the birth of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse, domestic partner, parent, stepparent, stepchild, or, who has a serious health condition; or when the employee is unable to perform the functions of his or her position because of the employee's own serious health condition.

An employee on Family Medical Leave not exceeding twelve (12) weeks from date of first absence from work shall be entitled to return to her prior position at the same shift, rate of pay and FTE status. Thereafter, the employee shall be entitled to the first available position for which the employee is qualified.

Domestic Partner

A companion of the employee who cohabits with the employee in a relationship which is intended to be permanent. Complete definition is found on Affidavit of Domestic Partner Form located in the Employer's Human

Resource Department. An affidavit of Domestic Partner Form must be filed with Human Resources and will be treated confidential as to recognize Domestic Partner relationships.

10.3.1 Leave for Domestic Violence, Sexual Abuse or Stalking

Eligible employees may take unpaid leave for domestic violence, sexual assault or stalking for themselves or family members under appropriate circumstances in accordance with RCW 49.76.

10.3.2 Military Caregiver Leave

Eligible employees may receive unpaid leave, up to twenty-six weeks during a twelve month period, to care for a qualified covered service family member with a serious illness/injury in accordance with the Family Medical Leave Act.

10.3.3 Military Spouse Leave

Eligible employees may receive up to fifteen (15) days of unpaid leave related to the deployment of a spouse in accordance with RCW 49.77.

Section 4: Health Leave

An employee, upon completion of one (1) year of continuous employment, may be eligible for a health leave of absence. If the employee is ineligible under the Family Medical Leave Act (Section 10.3) eligible employees who are temporarily unable to work due to the employee's serious health condition or disability may request a health leave. Upon approval of the Health Leave, the Employer will hold the position of any employee for a period of up to ninety (90) days (to run concurrently with Family Medical, Maternity, and/or Personal Leave), with no loss of seniority or benefits accrued, to the date such leave commences. The one (1) year eligibility period for a Health Leave shall not apply to on-the-job injuries. Prior to an employee's return to work from a Health Leave, the Employer may require a

statement from a licensed physician attesting to such employee's capability to perform the work required of his/her position.

10.4.1 Extension of Health Leave

In the event an employee is unable to return to work at the end of a Family Medical Leave or by the agreed upon return date of a Health Leave of absence, and if the serious health condition continues as certified by the attending physician, an extension of up to ninety (90) additional days may be granted by the Employer subject to the operational needs of the facility. An employee who has received an extension of such Health Leave of absence shall be entitled to the first available job opening for which the employee is qualified at his/her same rate of pay prior to the leave of absence, providing the employee returns to the same job classification from which the employee took the leave of absence. The employee's right to reinstatement shall be limited to the first ninety (90) days. The employee's right to the first available job opening as defined above shall be limited to the second ninety (90) day period.

Section 5: Maternity Leave

In accordance with applicable law, a leave of absence will be granted upon request of the employee for the period of disability for maternity purposes, without loss of benefits and seniority accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary disability, the employee will return to her prior position and former full-time or part-time status. The employee will use previously accrued PTO/EIB during the period of disability and to the extent accrued. Prior to an employee's return to work from a maternity leave, the Employer may require a statement from a licensed physician attesting to such employee's capability to perform the work required of her position.

10.5.1 Extended Leave

Consistent with applicable laws, an employee may be eligible for time off beyond maternity leave to care for a newborn under the Family and Medical Leave Act or through Health Leave or Personal Leave. An employee who requests and is granted an extension of leave beyond the period of her actual temporary disability shall, upon return to work, be reinstated to such employee's former position, if vacant, or to the first available job opening for which the employee is qualified.

Section 6: Military Leave

An employee required to attend military reserve or Guard training or who is called to active duty shall be granted a leave of absence with no loss of seniority or benefits. Such Military Leave shall be unpaid, except that the employee may elect to use any earned PTO. Reinstatement to work shall be in compliance with the federal USERRA and applicable laws.

Section 6: Jury Duty Leave

Time off at the regular straight-time pay shall be granted for days when the employee is regularly scheduled to work and is required to serve on jury duty subject to Providence Mount St. Vincent policy. If the employee is scheduled for jury duty but is not required to serve that day, then the employee shall notify his/her supervisor to determine the availability of work that day. The Employer will make an effort to find work for the employee. Pay received for jury duty service must be refunded to the Employer. Prior to the date such Jury Duty Leave commences, an employee must submit a copy of the jury summons to his/her Department Manager.

In the event of a court order to extend the jury duty beyond the policy and initial estimated timelines, the Employer will review on a case by case basis.

Section 7: Bereavement Leave

Upon completion of the required introductory period, an employee shall be eligible for up to three (3) days of paid leave for the death of an immediate family member defined as spouse, registered domestic partner, son or daughter (or current in-law through marriage or partnership), father or mother (or current in-law through marriage or partnership), brother or sister (or current in-law through marriage or partnership), stepparent, stepchild, stepbrother, stepsister, grandparent, grandchild, or any person that was living together in the same household in a relationship considered substantially comparable to any of the aforementioned. An additional two (2) days of paid leave may be granted if travel of over 250 miles is required.

ARTICLE 11: STAFF DEVELOPMENT

11.1 In-Service Education.

The Facility shall maintain regular and on-going in-service education programs in order to promote quality patient care and to develop staff potential. The Employer will endeavor to schedule such programs to be available to all shifts and to all personnel as appropriate. This includes all types of mandatory in-service educational programs.

Programs will be posted in advance and will indicate if attendance is mandatory.

Employees required by the Employer to attend in service education during off duty hours will be paid at the regular rate of pay. This includes all types of mandatory in-service educational programs.

The Employer will make a good faith effort to schedule programs to accommodate employee work schedules. This includes all types of mandatory in-service education programs.

11.2 Job-Related Study.

After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for job-related study. There will be no loss of seniority, PTO accrued as of the commencement of the leave.

11.3 Professional Development.

Any employee who has completed one (1) year of continuous employment, and, who has received certification or licensure for a position that is at a higher level (for example: a NAC who becomes an LPN), will be given extra consideration for open entry-level positions they apply for at that higher level.

11.4 Approved Expenses.

When the Employer requires the employee to participate in an educational program (which does not include programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

11.5 NAC CPR.

If the Employer offers an in-house CPR class, it will be offered to Employees at no cost. Employees shall be scheduled with pay for the in-house CPR class provided that it does not result in overtime.

ARTICLE 12: HEALTH

Section 1: Medical/Dental

All regular full time and part time employees with a .5 FTE and above will be able to participate in the Employer's Benefits program, which includes a variety of medical and dental benefits.

Section 2: Basic Life/Accidental Death and Dismemberment Insurance

The Employer will provide term Basic Life/Accidental Death and Dismemberment insurance for regularly scheduled full-time and part-time/employees working twenty (20) hours per week or more in the amount of two (2) times their base year earnings in accordance with plan documents.

Section 3: Workers' Compensation

The Employer shall provide Workers' Compensation or equivalent for all employees covered by this Agreement.

Section 4: Plan Changes

In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least forty-five (45) days prior to the intended implementation date.

ARTICLE 13: HEALTH & SAFETY

The Employer will maintain a safe and healthful work place in compliance with all applicable laws. Employees are encouraged to report any unsafe conditions to their supervisors.

Section 1: Hepatitis titer and Hepatitis B Vaccine

All employees will be strongly encouraged to consider taking the Hepatitis titer and Hepatitis B vaccine if they're routinely exposed to blood and body fluids or the handling of sharp instruments. Hepatitis B vaccine will be available without cost through the Employer to employees who are routinely exposed to blood and body fluids or the handling of sharp instruments.

Section 2: Tuberculosis Exposure Control Program

The Employer will provide PPD screening and TB exposure control training and devices according to the WAC.

ARTICLE 14: RETIREMENT

Section 1: Tax Deferred Annuity (Value Plan)

The Employer shall continue in full force and effect its tax deferred annuity (TDA) plan, making whatever changes may be required to comply with applicable laws and regulations. The Employer will match the TDA contributions of employees.

Section 2: Retirement Plan

The Employer shall continue in full force and effect its retirement plan, making whatever changes may be required to comply with applicable laws and regulations.

Section 3: Plan Changes

In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the union at least forty-five (45) days prior to the intended implementation date.

ARTICLE 15: LABOR MANAGEMENT COMMITTEE (LMC)

The Employer and the Union will establish a Labor Management Committee (LMC) to assist with issues of mutual concern.

The purpose of the Labor Management Committee is to foster improved communications between the Employer and the employees covered by the Agreement, to recommend solutions to issues identified by the Committee, and to make recommendations for the improvement of working conditions.

The Labor Management Committee will consist of up to five (5) representatives of the Employer and up to five (5) representatives of the Union and shall meet quarterly at the request of either party.

The function of the Labor Management Committee shall be advisory only.

ARTICLE 16: GRIEVANCE PROCEDURE

Section 1: Grievance Defined

A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. If any such grievance arises it shall be submitted to the following grievance procedure.

Section 2: Grievance Time Limits

Time limits in the following steps may be extended by mutual written consent of the Employer and the Union. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute a formal withdrawal of the grievance by the employee and the Union. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

Section 3: Grievance Procedure

A grievance shall be submitted to the following grievance procedure:

Step 1: Immediate Supervisor. The grievance in the first instance will be presented to the employee's supervisor in writing within fourteen (14) business days of the alleged breach of the express terms of this Agreement or within fourteen (14) business days of the date the employee knew or should have known of the alleged breach. The employee and the immediate supervisor shall meet within fourteen (14) business days from the supervisor's receipt of the grievance to try and resolve the grievance. The employee may request the presence of a Union representative at such meeting. Every effort shall be made to settle the grievance at this Step 1. Within ten (10) business days after such meeting, the immediate supervisor shall send to the employee and the Union representative (if present at the Step 1 meeting) a written response to the grievance.

Step 2: Administrator. If the grievance is not resolved in Step 1 to the satisfaction of the employee within fourteen (14) business days from receipt of written response from the immediate supervisor, the grievance may be presented to the Administrator or designated representative in writing setting forth the detailed facts concerning the nature of the grievance, the

contractual provision allegedly violated of this Agreement and relief sought. Upon receipt of the written grievance, the Administrator or designated representative shall within fourteen (14) business days meet with the employee and representative of the Union in an attempt to resolve the grievance. Within fourteen (14) business days after such meeting, the Administrator or designated representative shall send to the Union and the involved employee a written response to the grievance.

Step 3: Arbitration. If the grievance is not resolved in Step 2, the grievance may be submitted in writing to an arbitrator as hereinafter provided, providing it is filed within fourteen (14) business days following receipt of the written reply from the Employer. The parties shall select a disinterested party to serve as arbitrator. In the event the Employer and Union are unable to agree upon an arbitrator, the arbitrator shall be selected by the process of elimination by striking from a panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service. The arbitrator shall render a decision as promptly as possible and in any event within thirty (30) days from the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her. The arbitrator shall have jurisdiction and authorization only to interpret, apply or determine compliance with the specific terms of this Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The arbitrator is not authorized to make a back pay award for any period earlier than the date the grievance was first presented to the Employer at Step 1 of this grievance procedure. Any decision within the jurisdiction of the arbitrator shall be final and binding upon the parties. The expenses and fees incumbent to the services of the arbitrator shall be equally shared by the

Employer and the Union. All other fees and expenses, including attorney's fees, will be borne by the party who incurs them.

Section 4: Electronic Communication

Notifications of grievances and notifications of arbitrations may be presented by either party in an email instead of in writing.

ARTICLE 17: NO STRIKES

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown or work stoppage of any nature. In the event of any strike, sympathy strike, walkout, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert such action. Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage shall be subject to immediate dismissal. No lockouts shall be entered upon by the Employer for the term of this Agreement.

ARTICLE 18: MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving its residents with the highest quality of care, efficiently and economically and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage its facilities including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and determine job assignments and working schedules; 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 discipline, demote or discharge employees for just 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 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 in the management function. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 19: GENERAL PROVISIONS

Section 1: Complete Agreement

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this Agreement unless mutually agreed otherwise.

Section 2: Separability

If an Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

Section 3: Past Practices

Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE 20: DURATION

This Agreement shall be effective upon the date of ratification of this Agreement, and shall continue in full force and effect to and including January 31, 2019. Should either party desire to modify or terminate this Agreement on February 1, 2019, it shall serve written notice at least ninety (90) days prior to that date. Failure of such notice to be served shall result in this Agreement being renewed to and including January 31, 2020.

Appendix A – WAGE SCALES

Effective the first full pay period following ratification, a 1% across the board increase.

Effective the first full pay period following 1/1/2017, the Employer agrees to implement the following wage scale:

		Base	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	12 years	14 years	16 years	20 years
Grade 1	2016	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.26	\$ 13.48	\$ 13.70	\$ 13.95	\$ 14.18	\$ 14.39	\$ 14.68	\$ 14.90	\$ 15.12
Laundry Aide	2017	\$ 15.00	\$ 15.15	\$ 15.30	\$ 15.45	\$ 15.61	\$ 15.77	\$ 15.92	\$ 16.08	\$ 16.24	\$ 16.41	\$ 16.57	\$ 16.74	\$ 16.90	\$ 17.07	\$ 17.24
		13.6%	14.8%	15.9%	17.1%	18.3%	19.4%	20.1%	19.3%	18.6%	17.6%	16.9%	16.3%	15.1%	14.6%	14.0%
Grade 2	2016	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.24	\$ 13.45	\$ 13.69	\$ 13.92	\$ 14.17	\$ 14.38	\$ 14.63	\$ 14.85	\$ 15.15	\$ 15.37	\$ 15.61
Washperson	2017	\$ 15.15	\$ 15.30	\$ 15.45	\$ 15.61	\$ 15.77	\$ 15.92	\$ 16.08	\$ 16.24	\$ 16.41	\$ 16.57	\$ 16.74	\$ 16.90	\$ 17.07	\$ 17.24	\$ 17.41
Dining Services Spec Switchboard Resident Env Coord Host-Hostess		14.8%	15.9%	17.1%	18.3%	19.1%	18.4%	17.5%	16.7%	15.8%	15.2%	14.4%	13.8%	12.7%	12.2%	11.6%
Grade 3	2016	\$ 13.20	\$ 13.20	\$ 13.38	\$ 13.63	\$ 13.88	\$ 14.12	\$ 14.37	\$ 14.63	\$ 14.87	\$ 15.13	\$ 15.36	\$ 15.64	\$ 15.92	\$ 16.16	\$ 16.40
Prep Cook	2017	\$ 15.45	\$ 15.61	\$ 15.76	\$ 15.92	\$ 16.08	\$ 16.24	\$ 16.40	\$ 16.57	\$ 16.73	\$ 16.90	\$ 17.07	\$ 17.24	\$ 17.41	\$ 17.59	\$ 17.76
Store Keeper		17.1%	18.2%	17.8%	16.8%	15.9%	15.0%	14.2%	13.2%	12.5%	11.7%	11.1%	10.2%	9.4%	8.8%	8.3%
Grade 4	2016	\$ 14.29	\$ 14.61	\$ 14.83	\$ 15.13	\$ 15.36	\$ 15.66	\$ 15.90	\$ 16.20	\$ 16.46	\$ 16.75	\$ 17.00	\$ 17.29	\$ 17.57	\$ 17.83	\$ 18.10
Resident Assistant	2017	\$ 16.23	\$ 16.39	\$ 16.55	\$ 16.72	\$ 16.88	\$ 17.05	\$ 17.22	\$ 17.40	\$ 17.57	\$ 17.75	\$ 17.92	\$ 18.10	\$ 18.28	\$ 18.47	\$ 18.65
		13.5%	12.2%	11.6%	10.5%	9.9%	8.9%	8.3%	7.4%	6.7%	5.9%	5.4%	4.7%	4.1%	3.6%	3.0%
Grade 5	2016	\$ 14.47	\$ 14.74	\$ 15.03	\$ 15.28	\$ 15.56	\$ 15.81	\$ 16.09	\$ 16.35	\$ 16.62	\$ 16.90	\$ 17.16	\$ 17.44	\$ 17.75	\$ 18.01	\$ 18.28
N.A.C.	2017	\$ 16.39	\$ 16.55	\$ 16.72	\$ 16.88	\$ 17.05	\$ 17.22	\$ 17.40	\$ 17.57	\$ 17.75	\$ 17.92	\$ 18.10	\$ 18.28	\$ 18.47	\$ 18.65	\$ 18.84
Cook Baker		13.3%	12.3%	11.2%	10.5%	9.6%	8.9%	8.1%	7.5%	6.8%	6.1%	5.5%	4.8%	4.0%	3.6%	3.0%
Grade 6	2016	\$ 16.07	\$ 16.27	\$ 16.46	\$ 16.67	\$ 16.87	\$ 17.07	\$ 17.26	\$ 17.46	\$ 17.67	\$ 17.87	\$ 18.08	\$ 18.51	\$ 19.70	\$ 19.99	\$ 20.28
Recreational Therapy	2017	\$ 18.19	\$ 18.37	\$ 18.56	\$ 18.74	\$ 18.93	\$ 19.12	\$ 19.31	\$ 19.50	\$ 19.70	\$ 19.89	\$ 20.09	\$ 20.29	\$ 20.50	\$ 20.70	\$ 20.91
		13.2%	12.9%	12.7%	12.4%	12.2%	12.0%	11.9%	11.7%	11.5%	11.3%	11.1%	9.6%	4.0%	3.6%	3.1%
Grade 7	2016	\$ 21.25	\$ 21.78	\$ 22.21	\$ 22.66	\$ 23.11	\$ 23.56	\$ 24.04	\$ 24.53	\$ 25.01	\$ 25.39	\$ 25.78	\$ 25.89	\$ 26.47	\$ 26.87	\$ 27.27
L.P.N.	2017	\$ 24.19	\$ 24.44	\$ 24.68	\$ 24.93	\$ 25.18	\$ 25.43	\$ 25.68	\$ 25.94	\$ 26.20	\$ 26.46	\$ 26.72	\$ 26.99	\$ 27.26	\$ 27.53	\$ 27.81
		13.9%	12.2%	11.1%	10.0%	8.9%	7.9%	6.8%	5.7%	4.8%	4.2%	3.7%	4.3%	3.0%	2.5%	2.0%

Year 2: Effective the first full pay period following 1/1/2018, a 2.5% across the board increase; provided the Employer will continue to comply with the Seattle Minimum Wage Ordinance.

APPENDIX B – PAYROLL DEDUCTION AUTHORIZATION

Upon receipt of this authorization, I hereby request and authorize Providence Mount St. Vincent to deduct from my wages and transmit to SEIU 775 the authorized monthly dues as certified in writing by the Union. If, for any reason, a deduction is omitted, authorization is hereby requested and granted for an additional deduction to be remitted the following month to SEIU 775.

APPENDIX C – HEALTH INITIATIVE

In order to promote a healthier work force, employees are strongly encouraged to participate in the health initiative of the employer. Incentives may be offered to those employees who participate in the health initiative. The employer agrees to continue to provide health incentives offered to employees who participate in the incentives that exist on the date of ratification. Should the Employer decide to change the health incentives, the Employer shall provide the Union forty-five (45) days advance written notice of the change.

APPENDIX D - GRANDFATHERING OF LEAD EMPLOYEES

The following incumbent employees shall have their lead pay differentials grandfathered as part of their regular rate of pay for the duration of their employment with the Employer:

Moore, Flordeliza

Memorandum of Understanding

Core Values and Behavior Standards:

PMSV's Core Values including respect apply to all interactions between PMSV and employees. If an employee believes that he or she has been treated in a way that is not consistent with these shared Core Values, the employee is expected to raise the concern in an appropriate way and may choose to file an integrity complaint. Should the concern not be resolved in the integrity process, a grievance may be filed, but may not be pursued to arbitration.

Side Letter on Social Security Numbers:

The parties share a mutual interest in the security of bargaining unit employees Social Security Numbers.

The Union shall not use any Social Security Numbers for any purpose that is not directly connected with it serving as the exclusive bargaining representative for the bargaining unit workers at Providence Mount St. Vincent, except:

As provided by law; or

With the prior written consent of the person or personal representative of the person whose information it is.

The Union shall protect and maintain all Social Security Numbers gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Union to employ reasonable security measures, which include restricting access to the information by allowing access only to staff that have an authorized business requirement to view the data, physically securing any servers or media containing the data, and encrypting the data that will be in transit outside the Union's internal network. Upon request, the Union agrees to provide the Employer

with non-proprietary and non-privileged technical or other information needed to ensure compliance with this understanding.

Schedule Changes.

The employer agrees not to adopt a 4 on 2 schedule during the life of this agreement without first notifying the union and bargaining upon request.

Assigning Employees to Other Neighborhoods/Units

Within 60 days of ratification of this agreement, the Parties will meet and agree on a Floating Premium for LTC and TCU – Skilled Care (LPNs and CNAs). The LOU will establish a fair and equitable process for assignment and pay status for when an employee outside the float pool is assigned to an alternate neighborhood grouping (which will be defined by the LOU). Employees currently assigned to the float pool will not earn the additional Float Premium.

For the Employer:

PROVIDENCE MOUNT ST.
VINCENT

Charlene Boyd

Charlene Boyd, Administrator

5/3/2017

Date

For the Union:

SERVICE EMPLOYEES
INTERNATIONAL UNION 775

David Rolf

David Rolf, President

April 14, 2017

Date

Weingarten Rights

Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options. The employer must: grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; deny the request and end the interview immediately; or give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

WEINGARTEN Statement

(If called to a meeting with management, read the following or present this statement to management when the meeting begins.)

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.



**215 Columbia St.
Seattle, WA 98104
www.seiu775.org**

Call our Member Resource Center toll-free at 1.866.371.3200