

# **Collective Bargaining Agreement**

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between

**SEIU 775**

and

**Providence St. Joseph Care Center**

**Effective April 25, 2017, to May 1, 2019**

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## PREAMBLE

This mutual Agreement is entered into by the Service Employees International Union Local 775 (SEIU775 or The Union), and Providence St. Joseph Care Center (referred to as PSJCC or The Employer). The purpose of this Agreement is to establish rates of pay, hours of work and other terms and conditions of employment.

## ARTICLE 1: UNION RECOGNITION

Providence St. Joseph Care Center, (PSJCC) recognizes SEIU775 as the sole and exclusive bargaining agent for regularly scheduled full-time, regular part-time and per diem Registered Nurses (RN's) employed at its Spokane, Washington facility; excluding all other employees, office clerical employees, confidential employees and guards and supervisors as defined by the Act.

## ARTICLE 2: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

Not later than (for persons hired after this agreement becomes effective) thirty (30) days after their hire date or (for those employed at the effective date of this Agreement) the effective date of this Agreement, or the execution date of this Agreement, whichever is later, any worker subject to the terms of this Agreement may become and remain a member of the Union.

PSJCC shall include a union membership card in each employee's employment paperwork and shall after collecting any signed card retain a copy for itself and forward the original to the Union. Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, PSJCC agrees to deduct the Union dues, and remit it to the office of the Union not later than the 30th day of the month following the month in which the dues were deducted.

The Union shall indemnify and hold harmless PSJCC with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of PSJCC's deducting and remitting of Union dues. Once every month, PSJCC shall inform the Union of new hires and terminated employees in the classifications listed herein in Article 1 Recognition.

PSJCC will honor written assignment of wages to the Union for the payment of voluntary contributions to the Union's Committee on Political Education (COPE) Fund, as well as any additional contributions to the Union the employee elects. PSJCC will remit such contributions to the Union in accordance with the procedure set forth in this section.

PSJCC shall supply to the Union a list of all employees covered by this Agreement on a monthly basis. The list shall include the name, address, primary phone number, email address if available, Social Security number, gender, date of birth, date of hire, rate of pay, job class, FTE status, hours worked, gross earnings in the pay period, amount of dues, fees, COPE contributions or other elected deductions, deducted from each employee's pay. The Employer shall provide lists in any commonly available electronic format.

## ARTICLE 3: UNION REPRESENTATION

### 3.1 ACCESS

Duly authorized representatives of the Union may have access at reasonable times to those areas of PSJCC's premises that 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 PSJCC's premises that are not open to the general public. Access to PSJCC premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb RNs in the performance of their work during working hours and shall not disrupt the residents or interfere with resident care of the normal operations of PSJCC.

### 3.2 ADVOCATES

The Union will designate its officers and advocates from among the Registered Nurses in the bargaining unit. PSJCC will not recognize these officers and advocates until the Union has provided a written list of names. The Union may designate up to three (3) RNs as advocates and as many as two (2) alternatives. The advocate is the RN representative responsible for handling grievances and disciplinary issues with PSJCC. The investigation of grievances and other Union business will be conducted only during non-working time.

### 3.3 BULLETIN BOARDS

PSJCC will agree to two bulletin boards; locations to be determined. Such bulletin board space shall be used for announcements and notifications specific to the RN bargaining unit. A copy of all postings shall be given to Human Resources prior to posting for its 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 deems a posting

inappropriate or inconsistent with this Agreement, the Employer will notify the Union and both parties will mutually agree on any necessary changes to the posting prior to posting.

### 3.4 UNION LEAVE

In the event a union leave becomes necessary, the Registered Nurse may request such leave. PSJCC will consider the request in good faith and will work with the Registered Nurse to determine if the request can be granted based on patient needs and work requirements. The Registered Nurse must use accrued PTO if available. If no PTO is available, PSJCC will consider an unpaid leave.

### 3.5 NEW CAREGIVER ORIENTATION FOR REGISTERED NURSES (NCO)

PSJCC agrees that a duly authorized Advocate or union representative may meet with newly hired Registered Nurses immediately following the PSJCC general orientation held at the Ministry for a period of up to fifteen minutes. The meeting will be on unpaid time. Upon request of the advocate, PSJCC agrees to work collaboratively to allow break time to coincide with the NCO meeting consistent with patient needs and work requirements.

## ARTICLE 4: DEFINITIONS

### 4.1 PROBATIONARY EMPLOYEE

Newly hired Registered Nurses will be probationary employees for the first ninety days following hire. PSJCC reserves the right to extend the probationary period with notice to the RN, with mutual agreement. During the probationary period, the Registered Nurse may be terminated without notice and without recourse to any grievance procedure.

### 4.2 REGULAR FULL-TIME EMPLOYEE

An RN who is 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.

### 4.3 REGULAR PART-TIME EMPLOYEE

An RN who is regularly scheduled less than forty (40) hours per week or eighty (80) hours per fourteen (14) day period is considered a regular part-time employee.

#### 4.4 TEMPORARY AND ON-CALL EMPLOYEE

An on-call employee shall be defined as an employee not regularly scheduled to work and/or an employee called in to work on an unscheduled, intermittent basis. On-call employees are included in the bargaining unit. On-call employees will work at least one shift every month, if called by the employer, depending on availability of work. On-call employees shall provide the employer a written notice of availability. Nothing in this section obligates the Employer to offer on-call employees any number of shifts. Temporary Registered Nurses shall be excluded from this bargaining unit.

4.4.1 A temporary or on-call Registered Nurse who is selected for a benefit-eligible full time or part time status position 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 probationary period set forth in Section 5.1 unless the employee is appointed to a position in the same job classification.

### ARTICLE 5: EMPLOYMENT PRACTICES

#### 5.1 JOB OPENINGS

Notices of open positions for Registered Nurses covered by this Agreement shall be posted electronically on the PSJCC website for both internal and external candidates. In filling vacancies in positions covered by this Agreement, present full-time and part-time, and then on-call RNs shall be given first consideration on the basis of skills, abilities, experience, competence or qualifications as determined by PSJCC. To be considered for an opening, an employee must submit an online application for each posted position.

#### 5.2 NON-DISCRIMINATION

It is mutually agreed between the Employer and the Union that there shall be no discrimination against any Registered Nurse based on applicable laws and regulations.

#### 5.3 NOTICE OF RESIGNATION

Registered Nurses 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. PSJCC administration will give consideration to situations that would make such notice by the employee impossible.



## 5.4 HEALTH AND SAFETY

**5.4.1** At the time of employment and annually thereafter, PSJCC shall provide tuberculin tests for Registered Nurses as required by state law at no cost to the RN. If the Registered Nurse's initial test proves positive, the RN will be referred for a chest x-ray as appropriate and at no cost to the RN.

**5.4.2** All Registered Nurses will be strongly encouraged to consider taking the Hepatitis titer and Hepatitis B vaccine. Hepatitis vaccine will be available without cost through PSJCC.

**5.4.3** PSJCC requires all Registered Nurses to obtain an annual influenza vaccine subject to an approved religious or medical exemption, which will be provided at no cost to the employee.

## 5.5 CAP PROGRAM (CAREGIVER ASSISTANCE PROGRAM)

**5.5.1** 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.

**5.5.2** 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.

**5.5.3** 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.

## 5.6 DISCIPLINE AND DISCHARGE

No Registered Nurse 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 PSJCC 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 PSJCC. Progressive discipline shall not apply when the nature of the offense is just cause for immediate suspension or discharge.

Registered Nurses shall receive a copy of all progressive discipline warnings to be placed in their personnel file. RN's 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 sufficient grounds to overturn the discipline. However if such failure causes the Union to miss the deadline to file a grievance for the discipline, the deadline shall be extended based on when the employer provides notice.

Registered Nurses who have been discharged by PSJCC 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 ask to have written disciplinary action in their personnel file noted as inactive if two years have passed without a related discipline. Such requests will not be unreasonably denied.

## 5.7 EVALUATIONS

PSJCC will provide evaluations annually in accordance with its current practice.

## 5.8 PERSONNEL FILE ACCESS

PSJCC shall provide Registered Nurses access to their personnel files by appointment, subject to the deletion of third party reference material. Such files will be made available within a reasonable period of time and will be reviewed by the Registered Nurse with a representative of the Human Resources Department or the department manager or designee in attendance. Registered Nurses will be permitted to prepare a written rebuttal to materials to be placed in their Personnel File.

## 5.9 POSTING OF SCHEDULES

PSJCC will make a good faith effort to ensure that schedules are posted fourteen (14) days before the next six-week rotation and will strive for two weeks prior to posting the next six-week rotation. Absent emergency or unanticipated circumstances, PSJCC and the Registered Nurses will adhere to the posted schedule. PSJCC agrees to assess Registered Nurse requests to deviate from the posted schedule based on operational needs.

With the exception of emergency conditions involving patient care, including an unavailability of qualified employees which was not reasonably anticipated at the time of the schedule posting or low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent. If the Employer is required to change the schedule after it has been posted, the Employer shall, to the extent reasonably possible, first seek volunteers, contact employees who have placed themselves on a list of employees

willing to work extra hours, and seek on-call employees before assigning an employee to a vacant shift without consent. The Employer shall document efforts to fill the vacant shift(s).

Changes to the posted schedule do not include change of assignments.

Prior to implementing changes to the schedule impacting a substantial number of Registered Nurses, the employer will notify the Union and, upon request, discuss the possible impacts of the proposed changes, at least 30 days prior to implementation.

## 5.10 LOW CESNUS STAFFING

Providence St. Joseph Care Center may have to reduce its staff in certain departments due to low census days. Providence St. Joseph Care Center will assign such staff reduction as follows:

**5.10.1** On-Call Registered Nurses will be asked to reduce their hours.

**5.10.2** Regular full-time and part-time Registered Nurses will be offered the opportunity to voluntarily reduce their scheduled hours. If more Registered Nurses volunteer for low census than the Employer determines is necessary, the decision will be based on seniority. Registered Nurses may choose to use accrued PTO to make up for the loss in compensation.

**5.10.3** If no volunteers are found, PSJCC will equitably rotate low census on each shift, in reverse order of seniority. After each RN on the list has taken their turn, the list will start over again.

**5.10.4** For RNs who have volunteered to take a day off, that RNs name will be crossed off from the mandatory low census list, and when their turn comes up, staffing will skip their name and proceed to the next RN on the list.

## ARTICLE 6: SENIORITY

### 6.1 DEFINITION

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

### 6.2 TRANSFERS FROM OTHER PROVIDENCE ENTITIES

Registered Nurses transferring to PSJCC from other Providence Health and Services facilities will be credited with length of service for time worked as a Registered Nurse in skilled nursing/long

term care for purposes of PTO and medical benefit accruals provided they have maintained continuous service.

### 6.3 LAYOFF

Layoff decisions will be based on skill, ability, experience, past performance, and quality of work. Seniority will be used as a tie-breaker. Registered nurses will receive two weeks' notice of layoff or two (2) weeks' pay in lieu of notice plus any accrued PTO.

### 6.4 RECALL

**6.4.1** Registered Nurses will retain their seniority for twelve (12) months from layoff date.

**6.4.2** In all rehiring from layoff, the selection of the RN for rehire will be based on the department needs and the RN's qualifications in the opinion of PSJCC based upon objective job relevant criteria.

**6.4.3** Each RN subject to layoff will notify PSJCC and the Union in writing of any changes in mailing address.

## ARTICLE 7: HOURS OF WORK AND OVERTIME

### 7.1 DEFINITIONS

**A. Work Day:** The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8½) consecutive hours.

**B. Work Week:** The normal work week shall consist of forty (40) hours of work within a regular recurring seven (7) day period. The work week shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight Saturday.

### 7.2 OVERTIME

Employees who work more than forty (40) hours in a seven day work period shall be compensated at time and one-half (1.5X) their regular rate of pay for all hours worked in excess of forty (40) in the work period. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay.

Employees on 8/80 receive time and one half (1 1/2) after eight (8) hours in a day or eighty (80) hours in a two week period.

All overtime must be approved by the supervisor.

### 7.3 MEAL/REST PERIODS

Employees will be allowed an unpaid meal period of one-half (1/2) hour when working five hours or more. Meal periods and rest periods will be administered in accordance with state law (WAC 296-126-092).

Employees required by the Employer to remain on duty during their meal period will be compensated for such time at the appropriate rate of pay.

All employees will be allowed one paid rest period totaling fifteen (15) minutes, for each four (4) hours of working time, which may be taken intermittently based on scheduling requirements.

### 7.4 REPORT PAY

When a Registered Nurse arrives to work a scheduled shift and the employer cancels the shift without two (2) hours notice, that Registered Nurse may be required to work and will be compensated for a minimum of two (2) hours at the regular rate of pay. No report pay applies when the Employer makes a good faith effort to give the Registered Nurse two (2) hours notice not to come to work.

### 7.5 WEEKEND WORK

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

### 7.6 REST BETWEEN SHIFTS

In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts except for employees whose work schedule dictates otherwise. This Section will not apply to time spent for educational purposes, committee meetings, or staff meetings.

## ARTICLE 8: WAGES

### 8.1

The employees covered under this Agreement are paid within the ranges set forth in Appendix A, which is attached hereto and made part of this Agreement.

Effective the first full pay period following ratification, bargaining unit members' rate of pay will be increased in the amounts indicated in Appendix B, which is incorporated by reference but not attached.

Effective the first full pay period following 5/1/2018, bargaining unit members' rates of pay will be increased by an amount determined by PSJCC in administering its performance and development program with a minimum of 2.0% and a maximum 4.0%, but not exceeding the maximum of the range, and excluding employees on a Final Written Warning in the 6 months preceding 5/1/2018. The Employer will provide the Union with pay report showing the wage increases implemented pursuant to this paragraph.

## 8.2

Nothing herein shall preclude the Employer from increasing wages within the ranges specified in this Section and Appendix A, or from paying premiums at a higher rate than established herein.

## 8.3 SHIFT DIFFERENTIAL

Any shift differentials and Holiday Pay practices, currently in use shall remain in full force during the life of this Agreement.

Hiring Rates. Employees shall be hired within the wage range in Appendix A at a rate corresponding to their verifiable experience, as determined by the Employer. In the event the Employer hires a new employee at a rate above that of a current employee(s) with comparable experience, the Employer will adjust the rate of the current employee(s) to match the new employee's rate.

## 8.4 RATIFICATION BONUS

All bargaining unit employees who do not see an increase to their base wage upon ratification shall receive a one-time payment of \$150.00 following ratification.

# ARTICLE 9: PTO, EIB, AND HOLIDAYS

## 9.1 PAID TIME OFF/EXTENDED ILLNESS BANK

The Employer will follow its current PTO/EIB policies, which may be amended from time to time at the Employer's discretion. Should the Employer desire to make material modifications to its current PTO/EIB policies, it will provide the Union with 45 days' notice and an opportunity to

discuss such changes. The PTO/EIB program provides eligible employees with the opportunity to have 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.

**Accrual Schedule**

PTO/EIB accrual rates for full-time employees are as follows:

Length of Service	PTO Days Accrual per Year	PTO Hours Accrual per Year	PTO Hours Accrual per Pay Period	Maximum PTO Hours Accrual per Calendar Year
0 - 3.99	24	192	7.3846	288
4 - 8.99	29	232	8.9231	348
9+	34	272	10.4615	408

Length of Service	EIB Days Accrual per Year	EIB Hours Accrual per Pay Period	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

Paycheck stubs will indicate employees' current PTO leave accumulation.

**9.2 EXTENDED ILLNESS BANK EIB**

EIB hours will be used beginning on the third workday in accordance with PSJCC policy.

**9.3 PTO SCHEDULES**

Employees are required to use accrued PTO for planned and unplanned time off. Department management may approve or deny time off requests in writing 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) are exhausted, any remaining time off will be unpaid for non-exempt employees.

- a. Employees are required to use accrued PTO time before requesting any unpaid time off
- b. Employees may only request PTO to replace regularly scheduled hours, not to exceed their normally scheduled work week hours.

PTO requests shall not be unreasonably denied. PTO will begin accruing the first day of employment. All PTO must be approved by a supervisor before it is taken unless it is used for unplanned time off. PTO requests will be approved on a first come/first serve basis. If duplicate requests for time off are submitted, seniority will apply.

#### 9.3.1 PTO CASH-OUT

Employees may cash out a portion of their own PTO balance annually subject to conditions established by the Employer, which may be modified from time to time.

#### 9.4 WORK ON HOLIDAYS

All full-time, part-time and per diem employees who work on the holidays shall be paid in accordance with PSJCC policy which may be amended from time to time by PSJCC.

#### 9.5 ROTATION OF HOLIDAY WORK

Holiday work will be rotated by the Employer to the extent practicable given patient care needs.

#### 9.6 PAYMENT UPON RESIGNATION

Employees will be paid upon resignation of employment for all PTO accrued but unused in accordance with PSJCC policy.

#### 9.7 PAY RATE

PTO pay will be paid at the employee's regular rate of pay.

#### 9.8 NOTIFICATION

Employees will notify their supervisor or designee not less than two (2) hours in advance of the employee's scheduled shift, if the employee is unable to report for duty as scheduled. Failure to comply with the above specified notification requirements may result in disciplinary action.



## 9.9 PROOF OF ILLNESS

Reasonable proof of illness may be required for illnesses in excess of two (2) days. Proven abuse of paid leave may be grounds for discharge.

## 9.10 RETURN TO WORK

The Employer may require physician/health care professional's documentation and release to return to work.

## 9.11 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: LEAVES OF ABSENCE

## 10.1

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 or by law, the Employer may 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 for approved leave subjects such employee to discipline up to and including discharge from employment with the Employer.

**10.1.1** PSJCC agrees to follow current HR policies related to leaves of absence, which may be modified from time to time. PSJCC will provide the Union with at least thirty (30) days' notice of any material changes to these policies. Policies may be accessed at [caregiver.ehr.com](http://caregiver.ehr.com).

# ARTICLE 11: LABOR MANAGEMENT COMMITTEE

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

The purpose of the LMC is to foster improved communications between PSJCC and the Registered Nurses covered by the Agreement, to recommend solutions to issues identified by

the Committee, and to make recommendations for the improvement of working conditions. The LMC has no authority to modify the collective bargaining agreement.

The LMC will consist of up to four (4) representatives of PSJCC and up to four (4) representatives of the Union and shall endeavor to meet quarterly or at the request of either party.

## ARTICLE 12: STAFF DEVELOPMENT FOR REGISTERED NURSES

### 12.1 IN-SERVICE EDUCATION

PSJCC will offer in-service education that supports the strategic direction of the organization. In-service education will focus on the provision of quality care through initial and ongoing competency evaluation. Some in-services will be voluntary, others may be mandatory.

### 12.2 JOB-RELATED STUDY

After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for nursing-related study.

### 12.3 APPROVED EXPENSES

PSJCC agrees to reimburse Registered Nurses for pre-approved expenses incurred by participation in required educational programs in accordance with PSJCC policy.

## ARTICLE 13: HEALTH INSURANCE

### 13.1 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, on the same terms as other PSJCC employees, which includes a variety of medical and dental benefits, long-term disability insurance, supplemental employee life, accidental death/dismemberment and dependent life insurance.

### 13.2 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 14: RETIREMENT

### 14.1 Retirement Plan

Employees will participate in the Employer's retirement plan as that plan may be amended from time to time for all other plan participants.

### 14.2 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: GRIEVANCE PROCEDURE

### SECTION 15.1: 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 15.2: GRIEVANCE TIME LIMITS

Time limits in the following steps may be extended by mutual written consent of PSJCC 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 PSJCC to comply with the time limits set forth below shall result in the grievance being automatically denied; the nurse may proceed to the next step within the time limits prescribed herein.

### SECTION 15.3: GRIEVANCE PROCEDURE

A grievance shall be submitted to the following grievance procedure:

#### **Informal Review (Optional):**

An employee who has a work-related complaint or problem is encouraged to discuss the concern with their immediate supervisor as soon as possible or as soon as practicable. If the employee does not feel comfortable discussing the problem with their supervisor, the

employee may also seek an informal review with the next level supervisor and/or Human Resources.

**Step 1: Supervisor.** The grievance in the first instance will be presented to the employee's supervisor in writing within fourteen (14) calendar days of the alleged breach of the express terms of this Agreement or within fourteen (14) calendar 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) calendar 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 fourteen (14) calendar 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: Department Director.**

If the grievance is not resolved in Step 1 to the satisfaction of the employee within fourteen (14) calendar days from receipt of written response from the immediate supervisor, the grievance may be presented to the Department Director 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 Department Director or designated representative shall within fourteen (14) calendar days meet with the employee and representative of the Union in an attempt to resolve the grievance. Within fourteen (14) calendar days after such meeting, the Department Director or designated representative shall send to the Union and the involved employee a written response to the grievance.

**Step 3: Administrator.** If the grievance is not resolved in Step 2 to the satisfaction of the employee within fourteen (14) calendar 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) calendar days meet with the employee and representative of the Union in an attempt to resolve the grievance. Within fourteen (14) calendar days after such meeting, the Administrator or designated representative shall send to the Union and the involved employee a written response to the grievance.

**MEDIATION (Optional):** Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step Three. A mediator shall be selected by

mutual agreement of the Employer and the Union within ten (10) calendar days of the employer's response to Step 3, from a list of trained mediators provided by the Federal Mediation and Conciliation Service. The mediator shall hear the presentation of the grievance within ten (10) calendar days or as soon as all parties are reasonably able to do so and shall issue a recommendation that day or on a timely date mutually agreed to by both parties. Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration

**Step 4: Arbitration.** In the case of discipline that has led to termination of a post probationary Registered Nurse, and if the grievance is not resolved in Step 3, the grievance may be submitted in writing to an arbitrator as hereinafter provided, providing it is filed within fourteen (14) calendar days following receipt of the written reply from PSJCC. The parties shall select a disinterested party to serve as arbitrator. In the event PSJCC 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) calendar 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. 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 PSJCC and the Union. All other fees and expenses, including attorney's fees, will be borne by the party who incurs them. The arbitration step of the grievance procedure is limited to cases of termination of employment.

## ARTICLE 16: NO STRIKE OR LOCKOUTS

The parties to this Agreement realize that PSJCC and other health care institutions provide special and essential services to the community. 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, walkout, slowdown, sympathy strike or other work stoppage of any nature. In the event of any strike, walkout, slowdown sympathy strike or work stoppage or threat thereof, the union and its officers and delegates will do everything within their power to end or avert such action. Any RN participating in any strike, walkout, slowdown, sympathy strike 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 17: MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving its residents with the highest quality of care, efficiently and economically and of 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 to determine job descriptions, 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 will continue to operate; to select and hire employees; to promote and transfer employees on a just and equitable basis; to evaluate, discipline, suspend, demote or discharge employees for just cause; to lay off employees; to recall employees; to require reasonable overtime work of employees; to subcontract out work and to extend, limit or curtail its operations and to promulgate rules, regulations and personnel policies, provided that such rights will not be exercised so 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 to the management functions. 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 18: GENERAL PROVISIONS

### 18.1 SEPERABILITY

If an Article of this Agreement is 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 and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for the Article.

### 18.2 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.

### 18.3 PAST PRACTICES

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

## ARTICLE 19: DURATION

This Agreement shall become effective upon ratification, and shall continue in full force and effect through and including, May 1, 2019. Notice of desire to amend the Agreement must be served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice.

## APPENDIX A

MIN	MID	MAX
26.31	32.89	39.47

**For SEIU 775:**

\_\_\_\_\_

David Rolf, President

Date: \_\_\_\_\_

**For Providence St. Joseph Care Center:**

\_\_\_\_\_

Brian Teed, Executive Director

Date: \_\_\_\_\_