

# **Collective Bargaining Agreement**

between

**SEIU 775**

and

**Providence Mother Joseph Care Center**

**Effective September 6, 2019 to September 6,  
2022**

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## **ARTICLE 1 RECOGNITION**

### **SECTION 1.1 BARGAINING UNIT**

The Employer recognizes Service Employees International Union, Local 775 (also known as SEIU 775) as the sole and exclusive bargaining representative for all full-time, part-time and on-call employees employed in the classifications of work set out in Appendix A; excluding confidential, supervisory and management positions

### **SECTION 1.2 NEW POSITIONS**

New job classifications doing bargaining unit work established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory, managerial or confidential positions. The Union shall be notified of any bargaining unit classifications which are eliminated or added by the Employer. For new classifications, the Union and the Employer shall agree upon appropriate wage rates.

## **ARTICLE 2 UNION MEMBERSHIP/DUES DEDUCTION**

### **SECTION 2.1 MEMBERSHIP**

It shall be a condition of employment that all employees covered by this Agreement shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis.

The Union and the employer agree that those employees employed prior to March 21, 1999, shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of the agreement; provided, however, should such an employee join the Union after the Agreement is ratified, the employee shall comply with the membership commitments of Article 2 thereafter.

#### **2.1.1 RELIGIOUS OBJECTION**

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

#### **2.1.2 HOLD HARMLESS**

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The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

### **2.1.3 NOTIFICATION**

The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

### **SECTION 2.2 DUES DEDUCTION**

During the term of the Agreement, the Employer will deduct dues or Agency fees 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 promptly transmitted to the Union by check payable to its order.

Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other forms of liability that may arise against the Employer for (or on account of) any deduction made from the wages of an employee.

### **SECTION 2.3 BARGAINING UNIT ROSTER**

Upon signing of this Agreement and every month thereafter, the Employer will provide the Union a list of all employees covered by this Agreement. The list will be provided as an electronic copy securely transmitted to the Union, via the process currently used by the parties, in a common format to be agreed upon by the Employer and the Union.

The list will include, if available on the Employer's HRIS system, each covered employee's name, mailing address, telephone number, home email address, gender, date of birth, Social Security number, hire date, seniority date if different than hire date, FTE, primary job classification, department, shift, gross earnings (year to date), and hourly rates of pay for each employee. The union will also be provided with a separate report for year to date dues deducted.

At the end of each month, for the previous month, the Employer will also provide: a list of terminated employees and a list of newly hired employees. The list shall include each covered employee's name, address, Social Security number, date of hire and date of termination, FTE, job classifications, and hourly rates of pay for each job classification, and provided as an electronic copy securely transmitted to the Union, via the process currently used by the parties, in a common format to be agreed upon by the Employer and the Union.

### **SECTION 2.4 CONTRACT**



Upon initial employment, employees will be given a copy of the current Agreement and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

## **SECTION 2.5 VOLUNTARY POLITICAL ACTION FUND DEDUCTION (COPE)**

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 payable to its order.

Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of COPE contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal 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 Employers 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 cost of administering the check off.

## **ARTICLE 3 UNION REPRESENTATIVES**

### **SECTION 3.1 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 resident 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 will 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 Facility.

The Union Representative shall inform Human Resources of his/her visits and the duration of the visit two (2) days prior to entering the employees' lounge. The Union will furnish in writing the name of the representative, and the Employer is obliged only for admission of that authorized representative.

### **SECTION 3.2 OFFICERS, STEWARDS (ADVOCATES)**

The Union will designate its officers and stewards (who may also be called advocates) and alternate 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. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business will be conducted only during non-working times and will not interfere with the work of other employees.

Subject to appropriate advance notice and scheduling requirements, each Union officer and steward/advocate will receive paid time of one (1) day, eight (8) hours, one time per employee to attend Union-sponsored training in leadership, representation and dispute resolution, up to a total of five (5) per calendar year for all Union officers and stewards/advocates.

### **SECTION 3.3 BULLETIN BOARD**

Bulletin board space designated by the Employer will be provided for announcements and notifications of Union activity. The Union agrees to limit the posting of Union materials to the designated bulletin board. The Union will provide a copy of the material to the Human Resources Department prior to the time of posting.

### **SECTION 3.4 MEETING ROOMS**

The Union may use designated meeting rooms of the Employer for meetings of the Union during normal office hours. This is provided that sufficient advance request for meeting facilities is made and that space is available in the annex which will not interfere with other use. The parties agree that due to the small size of the break room, meetings between the Union and employee(s) should be held in conference rooms.

### **SECTION 3.5 NEW EMPLOYEE ORIENTATION**

A Union representative or shop steward 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 and shall be on unpaid time for both the shop steward and new employee. If necessary, the worksite leader will be released from work to participate in this orientation. The parties agree that the union presentation will be permitted to take place at the end of the day on the facility day of orientation. The Employer shall make a reasonable attempt to notify the designated union representative if the orientation is projected to finish significantly ahead of schedule.

## **ARTICLE 4: DEFINITIONS**

### **SECTION 4.1 FULL-TIME EMPLOYEE**

A full-time employee is any employee (a) regularly scheduled not less than forty (40) hours per week or eighty (80) hours per fourteen (14) day period and who has (b) successfully completed the required probationary period. Employees assigned to a full-time 4/2 schedule will be considered full time employees.

### **SECTION 4.2 PART-TIME EMPLOYEE**

A part-time employee is any employee who (a) works on a regularly scheduled basis less than forty (40) hours per week or eighty (80) hours in a fourteen-day pay period and who has (b) successfully completed the required probationary period. Unless otherwise provided for herein, a part-time employee will be compensated in the same manner as a full-time employee. Paid time off (PTO) leave will be pro-rated based upon the employee's paid hours.

### **SECTION 4.3 ON-CALL EMPLOYEE**

An on-call employee is any employee employed to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism.

An employee assigned to an FTE'd position who converts to an on-call position and subsequently returns without a break in service to an FTE'd position shall, after a period of six (6) months, have their prior seniority reinstated by adjusting their date of hire for the time as an on-call employee. Except for this, on-call employees shall not have seniority. Employees who have completed one (1) full year service and convert to an on-call position will be paid any accrued but unused vacation hours effective the date of the status change at their regular rate of pay.

In bidding for open positions, an on-call employee's date of hire or conversion date to on-call status, whichever is later, shall be considered when bidding against other on-call employees for the same position.

An on-call employee who regularly works a schedule of half-time (at least a 0.5 FTE) for a period of more than ninety (90) consecutive calendar days will have that time count towards their seniority, if hired into a regular position at the end of this continuous period. Such employee shall be credited as having served forty-five (45) days of their probationary period, if they are hired into a position they held for at least forty-five (45) days during their assignment.

If one or more on-call employees is scheduled for ninety (90) days or more in a single position with an FTE equivalent of 0.3 FTE or more, the position will be posted in accordance with Article 5.1 upon the request of an employee or the union. Posting is not required when the on-call employee is filling a position for an employee on an approved leave.

On-call employees will be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen per cent (15%) wage premium in lieu of benefits. In addition, on-call employees will be eligible for shift differential in accordance with this Agreement.

#### **SECTION 4.4 PROBATIONARY EMPLOYEE**

A probationary employee is an employee who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for ninety (90) calendar days or less. After ninety (90) calendar days of continuous employment, the employee will attain regular status unless specifically advised by the Employer in writing of an extended probationary period for up to an additional ninety (90) days. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

#### **SECTION 4.5 MONTH AND YEAR**

For purposes of this Agreement and the method of computing wages and benefits provided herein, 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.

#### **SECTION 4.6 PRECEPTOR**

A preceptor is an experienced staff person proficient in clinical teaching 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. If, as determined by Clinical Management, preceptor training is required, following four (4) days of such training, Clinical Management will determine the need for continued training of new employees by a preceptor. Clinical management will make the determination to continue training for new employees.

It is understood that staff persons 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.

The Employer will provide preceptor training to all designated preceptors.

Staff persons assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments.

Except in circumstances beyond the Employer's control, the Employer will endeavor to provide employees reasonable notice of preceptor duties.

#### **SECTION 4.7 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, if regularly assigned to an evening or night shift; lead or charge pay if regularly assigned as a lead or charge.

## **ARTICLE 5: EMPLOYMENT PRACTICES**

### **SECTION 5.1 JOB POSTING**

When a job opening occurs within the bargaining unit, seniority will be the determining factor in filling such vacancy; providing that skill, competence, ability and prior job performance are considered substantially equal in the opinion of the Employer, based upon objective job-relevant criteria.

Notice of a position opening in any job classification will be posted online for all employees to read for at least five (5) days and will include qualifications (education and experience). Preference will be given to employees from within the bargaining unit who make a timely bid, providing that skill, competence, ability and prior job performance are considered substantially equal in the opinion of the Employer.

If after these five (5) days, no qualified bargaining unit employee applies for a position, then that position may be offered to someone who is not a member of the bargaining unit.

Lists of all Facility job openings will be posted online. To be considered for a job opening, an employee must complete an application and submit it online within the posting period. The Employer agrees to provide assistance upon request and computer access for employees making online applications.

If the Employer is unable to transfer an employee to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when the transfer will be expected to occur. All transfers will be made within ninety (90) days.

In the event the Employer requires job bidding to be online or by email exclusively, the Employer will make an onsite computer available to employees to make their bid.

### **SECTION 5.2 NOTICE OF RESIGNATION**

Employees will be required to give at least fourteen (14) days' written notice of resignation. This fourteen (14) day notice requirement will not include any PTO/ time or unless approved by the supervisor.

Failure to give notice will result in loss of accrued PTO. The Employer will give consideration to situations that would make such notice by the employee impossible.

### **SECTION 5.3 HEALTH TESTS**

At the time of employment, and annually thereafter, the Employer shall provide, at no cost to the employee, tuberculin skin tests or chest x-rays as required by state law at no cost to the employee.

#### **SECTION 5.4 DISCIPLINE OR DISCHARGE**

No post-probation bargaining unit employee will be disciplined or discharged except for just cause.

“Just cause” will be defined to include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension, without pay and termination). A copy of all written disciplinary actions will be given to the employee. Employees will be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. The Employer agrees to provide a copy of the written disciplinary action to the Union within seventy-two (72) hours of its being issued. 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 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. An employee may request the attendance of a Union representative during any disciplinary or investigative meeting which may lead to disciplinary action.

In the event the Employer’s investigation takes longer than fourteen (14) days, the employee will be notified. Disciplinary action, if appropriate, will be taken within fourteen (14) days following the conclusion of the investigation.

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 request will not be unreasonably denied.

#### **SECTION 5.5 PERSONNEL FILE**

Personnel records will be maintained for each employee. Information contained in the personnel record will include among other information relative to the employee’s employment: employment application and supporting materials, performance appraisals, and records of disciplinary action.

Documentation regarding rate of pay, job classification, shift, hours of work, reason for termination (whether a quit, discharge or retirement), change in employment status and leaves of absence, will be available to the employee.

Upon written notification to Human Resources, employees will be allowed to inspect their personnel records. The Employer will make a good faith effort to grant the request within two (2) calendar days of the request and in any event inspection will be allowed within five (5) calendar days from the request. Employees will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or any other material to be included in the personnel file within seven (7) calendar days from the employee’s inspection.

Employees may request a copy at the Employer's expense of any material in the employee's personnel file which is relevant to the employee's concerns. Requests for duplicate copies or copies of materials which are not relevant to the employee's concerns will be at the Employee's expense.

## **SECTION 5.6 EQUAL OPPORTUNITY & NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable federal and state laws against any employee by reason of:

Race, domestic partner, color, religion, creed, sex, sexual orientation, marital status, national or tribal origin, gender, genetic information, gender expression/identity, membership (or non-membership) in the Union or lawful activities on behalf of the Union, veteran or military status, age or disability, subject to occupational requirements and ability to perform job requirements.

### **5.6.1 HARASSMENT**

It is the responsibility of the Employer to ensure that all employees are aware of the Employer's harassment policies and procedures, including reporting, and properly trained on the content of such policies. The parties agree that this Section 5.6.1 will not be the basis of any grievance proceeding, though the Union does not waive any defenses that may arise regarding the training referenced herein.

## **SECTION 5.7 CORE VALUES**

The Employer's Core Values apply to all interactions between the Employer 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.

## **SECTION 5.8 RECOGNITION OF TREATABLE PROBLEMS**

The Employer and the Union recognize 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 so 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 in work performance when applicable. The Employer and the Union will encourage and support employee participation in the State substance abuse monitoring 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.

### **SECTION 5.9 EVALUATIONS**

All employees will be formally evaluated in writing prior to completion of the probationary period and annually 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. Employees will be required to sign the evaluation acknowledging the review of the evaluation at the time 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.

### **SECTION 5.10 COMMUNICATION**

Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. Employees concerned about safety issues should report them to their supervisor and the Safety Committee.

### **SECTION 5.11 PARKING**

Free parking will be provided at the facility's site to the extent available.

### **SECTION 5.12 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.

If the Labor-Management Committee determines there is a genuine staffing issue, the Committee may recommend the manager/supervisor of the department to convene a departmental working group to review the issue and develop recommendations to the Labor-Management Committee. The departmental working group shall ensure all employee(s) identifying concerns and the manager/supervisor of that department are members of the working group in order to collaboratively achieve resolution to staffing concerns.

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.

### **SECTION 5.13 JOB DESCRIPTIONS**

The Employer will maintain job descriptions for all positions covered by this Agreement. Copies of these descriptions will be made available to employees and the Union upon request.

### **SECTION 5.14 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 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.

## **ARTICLE 6: SENIORITY**

### **SECTION 6.1 DEFINITION**

Seniority will mean an employee's continuous length of service as a regular full-time or regular part-time employee with the Employer from most recent date of hire. Seniority will not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee will be credited with seniority from most recent date of hire.

#### **6.1.1 INTERNAL UPGRADE**

On occasion, employees with previous continuous experience with the Employer in one job classification may be promoted to a job classification in a higher pay grade which requires a new or different license. In such cases, for purposes of layoff and recall only, employees will be credited with seniority for one-third (1/3) of the time worked in different job classifications. All other internal transfers will be credited with full seniority.

#### **6.1.2 SENIORITY RIGHTS OF NON-BARGAINING UNIT EMPLOYEES**

Employees outside the bargaining unit will not use their seniority for job bidding or to displace (bump) a bargaining unit employee out of a position during a layoff. After transferring into a bargaining unit position, the employee will not have seniority rights for a period of six (6) months.

#### **6.1.3 TRANSFER FROM OTHER PROVIDENCE HEALTH SYSTEM FACILITIES**

Employees transferring to the Employer from other Providence Health System (PHS) facilities will be credited with seniority for time worked as an employee at those facilities for the purpose of paid time off (PTO) and benefit accruals and seniority if they have maintained continuous service according to PHS policy guidelines.

### **SECTION 6.2 LAYOFF DEFINED**

A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer resulting from a need for fewer employees as determined by the Employer. For a list of the job classifications see Appendix A. See Appendix B for a list of departments.

### **SECTION 6.3 LAYOFF NOTIFICATION**

Prior to implementing the provisions of this section, the Employer will seek volunteers for layoff or voluntary leaves of absence from among those employees affected by the layoff.

Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff through the completion of the layoff process.

The layoff will be communicated in writing to the Union and to employees in the affected job classification and department at least twenty-one (21) days prior to the layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control.

Any employee who will be laid off as a result of this process will receive at least fourteen (14) days advance notice of layoff (or pay in lieu thereof for scheduled work days missed) with a copy of notice given to the Union.

Any temporaries, agency/travelers or probationary employees affected will be the first to be laid off.

Upon request, the parties will meet for the purpose of reviewing the order of layoff.

### **SECTION 6.4 JOB CLASSIFICATION LAYOFF**

If a layoff is determined by the Employer to be necessary for a given job classification in a specific department, the least senior employee(s) in the job classification in that department will be designated for layoff provided in performing the work required, skill, competence and ability are considered substantially equal in the opinion of the Employer, based upon objective job-relevant criteria.

Employees with two (2) or more years of seniority who are laid off from their assigned department may exercise their seniority to displace the least senior employee in their classification in the other departments, provided the displaced employee has less seniority and that in performing the work required, skill, competence and ability are considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

If the layoff results in a restructuring of positions within the classification, then Article 6.5 will apply.

Employees who are not assigned a position may select a position from a listing of vacant positions within the facility, providing the employee is qualified for the position in the opinion of the Employer, or the employee may take voluntary layoff.

An employee may choose voluntary layoff rather than bid on a position.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine which employees will actually be laid off.

An employee may choose to remain on the recall list for up to twelve (12 months unless a job comparable to theirs in rate of pay, shift, job classification, FTE and department becomes available in the interim.

## **SECTION 6.5 RESTRUCTURING**

In the event of a restructure (i.e., hours per day or skill mix) of an existing job classification in a department, the Employer will determine the number of full-time and part-time FTE's required for the restructured job classification.

Thirty (30) days prior to changing schedule/job assignments, the Employer will notify the Union and subsequently meet with the employees of the affected job classification(s) to discuss the reconfiguration of the FTE's and the intended changes. Upon request within ten (10) calendar days following notification, the Employer will meet with the Union to discuss the impact of the restructure at a mutually convenient date.

A listing of the FTE's for the restructured job classification, including any qualification requirements, will be posted in the department for a least seven consecutive (7) days. Employees in the job classification and department affected shall submit written preference lists (provided by the Employer) for the posted positions and/or schedules.

Other vacant positions within the facility will also be posted at that time.

Based upon these preference lists, the Employer will assign employees to positions in the restructured job classification based upon seniority, providing skill, competence and ability

are considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

Employees who are not assigned a position in the restructured job classification may select a position from a listing of vacant positions within the Facility for which the employee is qualified or take layoff subject to rights the employee may have under Article 6.4.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine who will actually be laid off.

#### **SECTION 6.6 ORIENTATION OF CURRENT EMPLOYEES**

In the event an employee transfers to a new job classification, that employee shall be subject to a thirty (30) day review period. During this review period, the employee will be evaluated in order to determine that the job responsibilities in the new position are being met. If during the thirty (30) day review period, the employee does not fulfill job requirements and responsibilities to the satisfaction of the Employer, the employee will be reclassified to his/her previous classification if open, without loss of seniority, accrued PTO, health benefit, and retirement benefits. If the employee's previous classification is not open, then to any open position the employee is qualified to perform. If there are not open positions, the employee will be placed on the recall Roster subject to Article 6.8. This provision shall not prevent the discipline or discharge of the employee for just cause during the thirty (30) day period.

In the event of a re-bid, an employee will be eligible for a position if in the Employer's opinion, based upon objective job-relevant criteria, the employee can become oriented to the vacant position within one (1) week.

If the employee does not achieve a satisfactory level of performance within four (4) weeks in the judgment of the Employer, based upon objective job-relevant criteria, the employee will be subject to layoff without further notice.

#### **SECTION 6.7 SENIORITY ROSTERS**

If a layoff is announced, a current seniority roster by department and job classification will be posted. A copy will be immediately provided to the Union, along with a listing of any vacant positions.

The listing of the Employer's vacant positions will include department, job classification, hours of work, shift, and FTE.

#### **SECTION 6.8 RECALL**

Employees on layoff status will be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Subject to the rights of employees who have not been laid off who have greater seniority, when vacancies occur, employees will be reinstated in the order of those with the most seniority, providing that skill, competency and ability to perform the work required are considered substantially equal in the opinion of the employer, based upon established job-relevant criteria. Any recall of employees out of

seniority will be communicated to the Union at the time of the recall. Acceptance of on-call work while on layoff will not affect an employee's recall rights. Any employee recalled to work must report within seven (7) calendar days; failure to do so will be considered resignation from employment.

Subject to the above qualifications and the requirements of 6.8.1, an employee on layoff will be offered reinstatement to vacant positions in that employee's job classification prior to any employee being newly hired.

#### **6.8.1 NOTIFICATION TO EMPLOYER**

Employees on the reinstatement roster must keep the Employer notified of a current mailing address and telephone number in writing. Upon request, employees may be asked to confirm their interest in remaining on the reinstatement roster. If the employee has not confirmed interest within seven (7) days of the request, he/she will be removed from the reinstatement roster.

#### **SECTION 6.9 TERMINATION**

Seniority shall be broken only by the following:

- Resignation;
- Discharge;
- Retirement;
- Layoff of more than twelve (12) consecutive months;
- Failure to return in accordance with a leave of absence or when recalled from layoff (including failure to comply with the notification requirements in Article 6.8.1); or
- Refusal to accept a comparable job opening as defined in Article 6.12 from the Employer while on layoff

#### **SECTION 6.10 FLOATING**

When employees are asked to work in other Providence SW Washington service area organizations not covered by this Agreement, it shall be based upon mutual agreement between the employee and the Employer, and employees will only be asked to perform duties to which they have been oriented and for which the employee's skill level is sufficient to assure quality patient care.

#### **SECTION 6.11 CHANGE IN FTE STATUS**

If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the job classification in the department affected to accomplish these changes. In the absence of an adequate number of volunteers, the least senior employee(s) in the targeted job classification/department will receive the FTE reduction providing that skill, competence, and ability are considered equal in the opinion of the Employer based upon objective job relevant criteria.

Any employee subject to an involuntary reduction in their FTE will be given preference up to their previous FTE if the Employer seeks to expand the hours of an existing FTE in the employee's job classification/department.

Any employee subject to an involuntary reduction in their FTE of greater than a 0.2 FTE, or any involuntary reduction resulting in a loss of employee or dependent medical insurance coverage, will, if they continue working, have the same job rights as employees on the Recall Roster.

Employees may combine the same job positions of less than one FTE to increase their FTE if the work schedules for each position do not conflict.

#### **SECTION 6.12 COMPARABLE JOB**

For the purpose of recall, “comparable job” will be defined as within a 0.2 FTE of the employee’s current position, in the same department, job classification, rate of pay and shift.

#### **SECTION 6.13 LOW CENSUS**

Low census is defined as a decline in work requirements resulting in a temporary decrease in staffing. During temporary periods of low census, the Employer will: First, seek volunteers to float to other work areas where there is a need. Second, Agency will be released first and then any overtime employees. Third, assign employees to float to other work areas where there is a need. Fourth, ask for volunteers to take time off before implementing the reduced staffing scheduled required, i.e. sending home.

The Employer will endeavor to rotate low census equitably among all employees within a job classification in a given work area, starting with the least senior employee.

If an individual volunteers to take a low census day off, that day off will be counted for purposes of the rotation list.

Employees placed on low census will have priority for any standby assignments.

Employees may agree to trade with their positions in the rotation list.

At the employee’s discretion, PTO may be used to offset low census hours.

Employees who are scheduled to work but are either canceled or released from duty due to low census will continue to receive medical and dental insurance coverage. Further, low census hours taken will be considered hours paid for the accrual of all benefits under Article 15 as well as seniority.

## **ARTICLE 7: HOURS OF WORK AND OVERTIME**

### **SECTION 7.1 NORMAL WORK DAY**

The normal work day will consist of eight (8) hours’ work to be completed within eight and one-half (8 1/2) consecutive hours.

### **SECTION 7.2 WORK PERIOD**

A normal work period shall consist of either forty (40) hours of work within a seven (7)-day period or eighty (80) hours of work within a fourteen (14)-day period. Sunday will be the first day of the work period.

### **SECTION 7.3 WORK SCHEDULES**

Monthly work schedules (i.e., hours and days) will be posted fifteen (15) days prior to the beginning of the scheduled work period. Once the schedule is posted, both the Employer and employees will attempt to adhere as closely as possible to the posted schedule.

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).

Employees will not be assigned to standby shifts.

### **SECTION 7.4 ALTERNATIVE WORK SCHEDULES**

An alternative schedule is defined as a posted work schedule that requires a change, modification or waiver of any provision of this Employment Agreement.

Alternative work schedules may be established in writing by agreement between the Employer and a majority of the employee(s) involved. The Employer shall provide written notice to the Union within thirty (30) days of the establishment of such agreement. Where work schedules other than the eight (8) hour day schedule are utilized, the Employer shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule after at least thirty (30) days' advance notice to employees. The Employer shall notify the Union in writing prior to proposing an alternative schedule to employees. The Employer shall also notify the Union promptly in writing upon Human Resources' receipt of an employee-proposed alternative schedule, providing the Union a copy of the same.

### **SECTION 7.5 OVERTIME**

The Employer, as a matter of policy, will not re-schedule an employee for extra hours of work because of time off with pay.

Overtime will be computed to the nearest quarter (1/4) hour.

Employees will be paid time-and-one-half (1 1/2) after forty (40) hours in a work week.

There will be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time-and-one-half (1 1/2x).

All overtime must be approved by the supervisor. The Employer and the Union agree that overtime should be minimized.

If in the Employer's opinion overtime is necessary, the Employer shall first seek volunteers from the affected department, 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. The Employer (including by delegation to bargaining unit employees) shall document exhaustion of reasonable efforts before assigning overtime equitably.

In the event that all employees refuse voluntary overtime, the Employer shall refer to a posted list of employees in the affected department for the purposes of rotating assignment of mandatory overtime. The least senior employee on the list shall be assigned to the vacant shift first. Thereafter, the next least senior employee will be assigned to such shift until the list has been exhausted.

No employee shall be disciplined for refusal of voluntary overtime.

Mandatory overtime is not intended to be a frequent occurrence and will only be used once other options are exhausted. No employee shall be mandated more than once per pay period unless required to meet emergent patient care or other exigent operational needs.

The Union and the Employer agree that when an employee is hired or transferred to a different job classification, the Employer shall classify such employee as either working a 0/40 or an 8/80 schedule for the purposes of computing overtime.

#### **SECTION 7.6 MEAL/REST PERIODS**

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

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 rest period totaling fifteen (15) minutes on the Employer's time, for each four (4) hours of working time, which may be taken intermittently based on scheduling requirements of the unit.

#### **SECTION 7.7 REPORT PAY**

Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census will receive a minimum of four (4) hours' work at the regular rate of pay or four (4) hours pay. This provision shall not apply to an employee who volunteers to be released.

#### **SECTION 7.8 WEEKENDS**



The weekend will be defined as that period after 10:30 p.m. Friday to 10:30 p.m. Sunday except for employees whose regular start time is before 10:30 p.m. whose weekend will begin at the end of their shift.

The Employer will make a good faith effort to schedule two (2) weekends off out of every four (4) successive weekends for full-time and part-time employees. This section shall not apply to part-time or full-time employees who voluntarily agree to more frequent weekend duty, or to those hired specifically to work the weekends.

#### **SECTION 7.9 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 is otherwise.

This Section will not apply to time spent for educational purposes, committee meetings, or staff meetings.

If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section. Employees who are required by the Employer to participate in meetings or trainings remotely, shall be paid for that time.

### **ARTICLE 8: WAGES**

#### **SECTION 8.1 WAGE RATES**

**Changes in Pay.** Changes in wages and/or premiums will take effect on the day of the beginning of the first full pay period following the calendar dates designated.

The classifications of employees covered under this Agreement and the corresponding ranges of pay are set forth in Appendix "C" which is attached hereto and made part of this Agreement. The wage range adjustments in Appendix "C" will not be applied to individual employees' wages; employee increases are set forth in Sec. 8.1.1.

##### **8.1.1 COMPENSATION INCREASES**

Effective the first full pay period following ratification, employees will receive an across-the-board increase of 2% or move to the minimum rate of the range, whichever is greater. Employees who are at or near the maximum of the range will receive a one-time bonus of up to 2% of their annual base rate (prorated by FTE) in lieu of any portion of the across-the-board increase not received.

**Year 2:** Effective the first full pay period following 9/30/20, employees will receive an across-the-board increase of 2.0%. Employees who are at or near the maximum of the range will receive a one-time bonus of up to 2.0% of their annual base rate (prorated by FTE) in lieu of any portion of the across-the-board increase not received.

**Year 3:** Effective the first full pay period following 9/30/21, employees will receive an across-the-board increase of 2.0%. Employees who are at or near the maximum of the range will receive a one-time bonus of up to 2.0% of their annual base rate (prorated by FTE) in lieu of any portion of the across-the-board increase not received. No employee shall receive a wage which is above the maximum rate of their classification.

### **SECTION 8.2 RANGE PROGRESSION GUIDELINES/HIRING**

Employees shall not be hired above the base of the range without verifiable and relevant prior work experience in the same job classification. RNs will be credited for years of relevant prior work experience as an LPN. The new hire will not be placed at a higher rate on the wage range than current employees with comparable work experience. If at any time an employee is hired into a position at a rate higher than that of a current employee(s) in the same position with the same or greater experience in the opinion of the Employer, that current employee(s) shall be moved to the same rate as the newly hired employee, effective the first full pay period following the hire date of the new employee. If the utilization of this article creates compression, the Employer reserves the right to perform an equity review and adjustment to ensure, at its discretion, appropriate recognition for experience. The Union will be provided with notice and an opportunity to discuss before any such equity review and adjustment is made. When conducting an equity review, the Employer generally will take into account the years of experience of individual employees relative to others impacted by any compression created by operation of this Article, and will work to differentiate between levels of experience. The Employer will review wages annually to examine compression and determine when and whether an equity review and adjustment may be performed.

Employees will be paid at no less than the midpoint of their classification pay range, if they have been employed in the classification with the Employer for at least fifteen (15) years and at the maximum of the classification range after at least twenty-five (25) years in the classification with the Employer.

### **SECTION 8.3 SHIFT DIFFERENTIAL**

Registered Nurses and Licensed Practical Nurses who work four (4) or more hours on the shift designated by the Employer as evening shift (starting between 1:30 p.m. and 3:30 p.m.) will be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rates of pay.

Certified Nurse Assistants who work four (4) or more hours on the shift designated by the Employer as evening shift (starting between 1:30 p.m. and 3:30 p.m.) will be paid a shift differential of one dollar and fifty cents (\$1.50) per hour over the hourly contract rates of pay.

Employees who work four (4) or more hours on the shift designated by the Employer as evening shift (starting between 1:30 p.m. and 3:30 p.m.) will be paid a shift differential of one dollar (\$1.00) per hour over the hourly contract rates of pay.

Registered Nurses and Licensed Practical Nurses who work four (4) or more hours on the shift designated by the Employer as night shift (starting between 10:00 p.m. and 12:00 a.m.) will be paid a shift differential of three dollars (\$3.00) per hour over the hourly contract rate of pay.

Certified Nurse Assistants who work four (4) or more hours on the shift designated by the Employer as night shift (starting between 10:00 p.m. and 12:00 a.m.) will be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly contract rate of pay.

Employees who work four (4) or more hours on the shift designated by the Employer as night shift (starting between 10:00 p.m. and 12:00 a.m.) will be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rate of pay.

#### **SECTION 8.4 PROMOTIONS**

Employees transferring into positions which require entirely new training or academic preparation will begin at the base pay for that position, or at the same pay of their previous job, whichever is higher, unless otherwise determined by the appropriate manager and with the concurrence of the Human Resources department.

#### **SECTION 8.5 TRANSFERS**

Employees transferring from one department to another in a similar position with the same, or substantially the same, pay scale will go in at the same rate on the new pay scale.

Employees transferring into a position with a lower pay scale will have their pay reduced proportionately based upon a comparison of base-to-base wage.

#### **SECTION 8.6 PRECEPTOR PAY**

Any employee assigned as a preceptor other than a lead will receive a premium of one dollar (\$1.00) per hour for all hours worked in the preceptor capacity.

#### **SECTION 8.7 WEEKEND PAY**

Any employee who agrees to work a schedule of every weekend will receive a premium of two dollars (\$2.00) for each hour actually worked on the weekend, if the employee works two complete shifts on the weekend. If the employee's commitment is to work only one (1) shift on the weekend, the premium shall be one dollar (\$1.00) per hour.

#### **SECTION 8.8 HOLIDAY PAY**

Full time and part time employees who work on the following recognized holidays (New Year's Day, Independence Day, Thanksgiving Day and Christmas Day) will be paid time and one-half (1-1/2) their hourly rate of pay for hours worked.

### **ARTICLE 9: PAID TIME OFF/EXTENDED ILLNESS BANK**

#### **SECTION 9.1 PAID TIME OFF/EXTENDED ILLNESS**

The Employer 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 (through December 31, 2019).

Full-time and part-time employees are eligible to accrue PTO and EIB hours (through December 31, 2019) 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:

Through December 31, 2019				
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

Starting the first full pay period following December 31, 2019:

Length of Service	PTO Days Accrual per Year	PTO Hours Per Year			PTO Hours Per Pay Period			Maximum PTO Hours Accrual/Year		
		PTO Hours Annual Accrual	PTO Safe-Sick Annual Accrual	Total of PTO and PTO	PTO Hours Accrual per Pay Period	PTO Safe-Sick Accrual per Pay Period	Total Hours Accrual per Pay Period	PTO Maximum Annual Hours Accrual	PTO Safe-Sick Maximum Annual Hours Accrual	Total Annual Hours Accrual

	(based on 8 hr shift)			Safe-Sick						
Less than 3	25	131	69	200	5.04	2.65	7.69	192	108	300
3 to less than 5	28	155	69	224	5.97	2.65	8.62	228	108	336
5 to less than 10	30	171	69	240	6.58	2.65	9.23	252	108	360
10 to less than 15	33	195	69	264	7.52	2.65	10.17	288	108	396
15 or more	35	211	69	280	8.12	2.65	10.77	312	108	420

\*Amounts pro-rated if worked less than 1.0 FTE

\*\*Pursuant to state law, PTO-Safe Sick accruals are not capped. PTO-Safe Sick continues to accrue throughout the year. However, no more than 108 hours of PTO-Safe Sick may be carried over to the following calendar year.

EIB Accrual through December 31, 2019:

Length of Service	EIB Days Accrual per Year	EIB Hours Per Pay Period Accruals	Maximum EIB Accrual
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0 - 3.99	6	1.84	1040 hours
4 - 8.99	8	2.46	1040 hours
9+	10	3.07	1040 hours

**SECTION 9.2 EXTENDED ILLNESS BANK (EIB)**

Through December 31, 2019, EIB hours will be used for days off work due to illness or injury in the following circumstances:

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.

A combination of PTO hours and EIB hours are used to continue an employee’s pay in the event of illness or injury. 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 or 12-hour shifts may use EIB for illness or injury after the first 20 and/or 24 hours absent.)

In the event of an occupational illness or injury, PTO and/or PTO-Safe Sick may be used at the employee's request for lost work time not covered by workers' compensation insurance and it can be integrated with workers' compensation to the extent available to continue normal earnings.

Washington Family Care Act: The Parties agree to comply with the provisions of the applicable parental and family leave laws.

Employees may be required to submit satisfactory evidence of injury, illness or disability for themselves or a dependent child. In addition, employees may be requested to obtain a release to return to work from their health care provider. This signed release should indicate the period of illness and the employee's ability to resume work, and be forwarded to the Human Resources department.

Starting the first full pay period after December 31, 2019, no further EIB accrual will occur. All existing EIB accruals for then-current employees shall be frozen as of that date and shall be placed in a bank for each respective employee. Employees hired on or after ratification will not accrue or participate in EIB.

For a period of one (1) year (through Dec. 31, 2020), accrued EIB may be used for the following purposes:

1. Top-up short-term disability/paid parental leave pay to 100%.

2. Top-up Workers' Compensation pay to 100%
3. Use to care for a family member when out on an approved FMLA, after a waiting period of missed work that is equal to the short of the equivalent of three regularly scheduled work shifts or twenty-four (24) scheduled hours
4. EIB may be utilized during the elimination period prior to short-term disability leave.

Starting the first full pay period after December 31, 2019, the Employer will provide a Short Term Disability and Paid Parental Leave benefit. Short Term Disability and Parental Leave will be paid at 65% of the employee's base rate of pay plus shift differential plus certification premium, if applicable. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. Short-term disability and paid parental leave benefits are coordinated with eligible pay available through the Washington Paid Family and Medical Leave Program to ensure an employee receives 65% of their eligible pay.

### **SECTION 9.3 PTO AND/OR PTO-SAFE SICK SCHEDULING**

Employees are required to use accrued PTO and/or PTO-Safe Sick 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 and/or PTO-Safe Sick accrual to ensure available PTO and/or PTO-Safe Sick remains in their accrual bank for absences due to short term illness and observed holidays. When accrued PTO and/or PTO-Safe Sick and EIB (if applicable through December 31, 2019) is exhausted, any remaining time off will be unpaid.

- a) PTO and/or PTO-Safe Sick 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 and/or PTO-Safe Sick 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 and/or PTO-Safe Sick time before requesting any unpaid time off.
- d) Employees may only request PTO and/or PTO-Safe Sick to replace regularly scheduled hours, not to exceed their normally scheduled work week hours.
- e) Requests for consecutive time off lasting longer than 30 days must have the prior approval of the department management team and Human Resources. Time off in excess of 30 days may be considered a Personal Leave of Absence.
- f) PTO and/or PTO-Safe Sick 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.

Occasionally, due to business necessity, employees may be asked to postpone their scheduled PTO and/or PTO-Safe Sick days. Employees may request a comparable amount of PTO and/or PTO-Safe Sick off at a later date. Actual hours worked will be paid at an employee's regular rate of pay and will not be charged as PTO and/or PTO-Safe Sick.

### **9.3.1 PTO AND/OR PTO-SAFE SICK -PRIME TIME**

Prime time will be defined from June 1 through September 30 of each year.

Requests for prime time PTO and/or PTO-Safe Sick submitted by April 1 will be approved on a seniority basis.

The prime time PTO and/or PTO-Safe Sick schedule will be posted by each April 20.

Requests for prime time PTO and/or PTO-Safe Sick, submitted after April 1, will be granted on a first come first served basis, if submitted on the same day, then by seniority. Written notification will be given to the Employee within nineteen (19) days of submitting a request.

PTO and/or PTO-Safe Sick will be scheduled in such a manner as to provide adequate core staffing per work area.

No more than two (2) calendar weeks of PTO and/or PTO-Safe Sick may be granted during prime time unless the employee has greater than five (5) years of seniority in which case additional weeks of PTO and/or PTO-Safe Sick may be granted during prime time.

### **9.3.2 PTO AND/OR PTO-SAFE SICK - HOLIDAY AND SPRING**

Holiday PTO and/or PTO-Safe Sick will be defined from November 15 to January 10 of each year. PTO and/or PTO-Safe Sick - Spring will be defined from March 21 to April 15.

Requests for Holiday PTO and/or PTO-Safe Sick submitted by September 10 and for PTO and/or PTO-Safe Sick -Spring submitted by January 1 will be approved on a seniority basis rotating annually.

The holiday schedule will be posted by October 15, and the Spring schedule by February 1.

PTO and/or PTO-Safe Sick granted during holidays/spring will be in conjunction with the holiday/spring on-call rotation. Adequate core staffing will be maintained.

Holiday or spring PTO and/or PTO-Safe Sick requests submitted outside the submittal dates will be granted on a first come first served basis and if submitted on the same day then by seniority. Written notification will be given to the Employee who submits a PTO and/or PTO-Safe Sick request outside the submittal dates either (a) by October 15 or February 15, closest to the holiday or spring leave or (b) within two (2) weeks of submitting the request, whichever is later.

### **9.3.3 PTO AND/OR PTO-SAFE SICK - NON-PRIME TIME**

PTO and/or PTO-Safe Sick during non-prime time will be granted on a first come first served basis if submitted on the same day then by seniority.

Employees will present written requests for PTO and/or PTO-Safe Sick as far in advance as is possible, but not less than two (2) weeks before the work schedule is posted or twelve (12) months prior to the date requested, whichever is later.

Employees will be notified in writing within two (2) weeks after the request is submitted as to whether the PTO and/or PTO-Safe Sick is approved.



## **SECTION 9.4 HOLIDAYS**

Recognized holidays include: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

### **9.4.1 ELIGIBILITY**

Requests for holidays off will be submitted in the same manner as vacation requests. Approval will be based on staffing needs and other facility requirements.

## **SECTION 9.5 ROTATION OF HOLIDAY WORK**

Holiday work will be rotated by the Employer to the extent possible.

## **SECTION 9.6 NOTIFICATION**

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

Failure to comply with the above specified notification requirements may result in loss of paid time off and/or disciplinary action. In the event of a documented emergency, the notification may be waived by the Employer.

PTO and/or PTO-Safe Sick requested during the Thanksgiving, Christmas or New Year's holiday periods may be assigned on a rotational basis subject to staffing needs.

## **SECTION 9.7 PTO CASH OUT**

The Employer agrees to allow bargaining unit employees the ability to cash out or donate PTO and/or PTO-Safe Sick in the same manner as other PMJCC non-contract employees. In the event the Employer modifies the current manner in which PTO and/or PTO-Safe Sick is cashed out, the Employer will notify the Union at least thirty (30) days prior and, upon request, bargain over the effects of such changes.

## **SECTION 9.8 PAYMENT UPON TERMINATION**

Employees leaving employment in good standing will receive full payment for the value of accrued PTO and/or PTO-Safe Sick, based on current rate of pay, upon terminating employment, subject to the maximum accrual limit as specified above. Accrued PTO and/or PTO-Safe Sick will generally be paid on the next regularly scheduled payday following the termination of employment. Accrued but unused EIB hours are not paid upon termination.

This is provided that this provision will not apply to those employees who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those employees who are discharged for cause.

## **SECTION 9.9 PAY RATE**

PTO, PTO-Safe Sick, and/or EIB (if applicable through December 31, 2019) pay will be paid at the employee's regular rate of pay.

## **ARTICLE 10 HEALTH AND SAFETY**

### **SECTION 10.1 HEALTH AND SAFETY**

The Facility will maintain a safe and healthful work place in compliance with all federal, state and local laws applicable to the safety and health of its employees. 32 The Facility will maintain a Safety Committee in accordance with all regulatory requirements. Employees are encouraged to report any unsafe conditions to their supervisors.

### **SECTION 10.2 HEALTH AND SAFETY PROTECTIONS**

Health and safety being critical concerns of the Employer and Employees, the Employer will provide the following:

#### **10.2.1 HEPATITIS TITER AND HEPATITIS B VACCINE**

New 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.

#### **10.2.2 TUBERCULOSIS EXPOSURE CONTROL PROGRAM**

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

#### **10.2.3 INFECTION MONITORING AND SURVEILLANCE**

Upon confirmation, all infections listed in the surveillance policies must be documented appropriately and submitted to the employee's supervisor.

## **ARTICLE 11: LEAVES OF ABSENCE**

### **SECTION 11.1 IN GENERAL**

All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested.

A written reply to grant or deny the request will be given by the Employer within thirty (30) days. The denial or granting of a leave is at the discretion of the Employer, except where stated otherwise.

A leave of absence begins on the first day of absence from work.

### **SECTION 11.2 MATERNITY LEAVE**

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 SEIU 775/Providence Mother Joseph Care Center 2019-2022

date such leave commences. Upon the request of the employee, the Employer may grant an extension of maternity leave not to exceed a total of six (6) months, including the period of disability and any time under FMLA or WAPFL and the provisions of Short-Term Disability where applicable, 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 their prior position and former full-time or part-time status.

Thereafter, for the duration of the extension of maternity leave, upon requesting to return to work, the employee will be offered the first available opening for which the employee is qualified.

Medical insurance coverage will be continued during the period of maternity disability.

The Employer may require a statement from a licensed medical practitioner verifying the period of disability and attesting to the employee's capability to perform the work required of the position.

### **SECTION 11.3 FAMILY & MEDICAL LEAVE**

Pursuant to the Family and Medical Leave Act (FMLA) of 1993 and applicable Washington state law, family and/or medical leave of absence is defined as an approved absence available to employees.

Extended leave may be available in accordance with FMLA for eligible employees to care for a military family member who is recovering from a serious illness or injury sustained in the line of duty.

The Employer shall maintain the Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. Family leave shall be interpreted consistently with the conditions and provisions of the applicable law.

Deductions for Washington State Paid Family Leave will commence upon ratification of this collective bargaining agreement. The effective date for use of Washington State Paid Family Leave is January 1, 2020.

### **SECTION 11.4 INSURANCE COVERAGE WHILE ON LEAVE**

While in an unpaid status, a benefit-eligible employee on an approved leave of absence may continue insurance coverage under the current COBRA regulations.

### **SECTION 11.5 CHILD CARE LEAVE**

After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 12.3 (Family Leave) without loss of seniority or accrued benefits.

An employee on child care leave will be entitled to return to the same position (same work area and FTE) the employee occupied prior to the leave if the employee returns within thirty (30) days.

If the employee returns after thirty (30) days, the employee will be eligible for the first available position for which the employee is qualified consistent with the process established in Section 5.1 of this Agreement.

Such leave will not exceed one (1) year.

### **SECTION 11.6 HEALTH LEAVE**

After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a licensed medical practitioner for a period of up to six (6) months on approval of the Employer, without loss of accrued benefits accrued to the date such leave commences.

If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee will return to work on the same unit, shift and former full-time or part-time status.

Thereafter the duration of the leave, upon requesting return to work, the employee will be offered the first available opening for which the employee is qualified.

During this health leave of absence, the employee will use a combination of PTO/EIB thereafter to the extent accrued.

The Employer may require a statement from a licensed medical practitioner verifying the employee's health condition and attesting to the employee's capability to perform the work required of the position.

### **SECTION 11.7 MILITARY LEAVE**

Leave required in order for an employee to fulfill active duty requirements in a military reserve of the United States will be granted without pay, without loss of benefits accrued to the date such leave commences and will not be considered part of the employee's earned PTO time.

An employee who returns from military leave on a timely basis, as specified by applicable laws, will be reinstated to their former position, or to a position of like seniority, status and pay.

### **SECTION 11.8 JURY DUTY**

All full-time and part-time employees who are required to serve on jury duty on a regularly scheduled work day, or who are called to be a witness on behalf of the Employer in any judicial proceeding, will be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay.

This is provided that they notify the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the court if the jury duty imposes a hardship on the Employer.

Employees who serve as jurors will be administratively assigned to a day shift for the duration of the jury duty.

Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

#### **SECTION 11.9 BEREAVEMENT LEAVE**

Up to three (3) days of paid leave (prorated for part-time employees) in lieu of regularly scheduled work days will be allowed for a death in the immediate family.

An additional two (2) days of unpaid leave may be granted up to a maximum of eight (8) days where travel over 250 miles is required to attend the funeral.

The term "immediate family" will include the following relatives of the employee: grandparent, parent (or an individual who currently stands in a legalized guarding relationship for the employee), spouse, brother, sister, child (biological, adopted, foster, stepchild, legal ward, or a child for whom the parent stood as a legal guardian) grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, domestic partner and any relative living in the employee's home.

#### **SECTION 11.10 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.

#### **SECTION 11.11 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.

#### **SECTION 11.12 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 11.13 LEAVE WITHOUT PAY**

Employees on a leave without pay will neither accrue nor lose seniority during the leave of absence.

Subject to resident care requirements, the Employer will make a good faith effort to provide unpaid leave time for employees participating in contract negotiations for the dates of joint bargaining. The number of employees seeking such leave from units/departments/shifts shall not adversely impact resident care. Employees must notify the manager as soon as the employee has knowledge of future meeting dates. Requests for Union leave shall not be arbitrarily or capriciously denied. The employee shall be returned to his or her job and shift.

#### **SECTION 11.14 LEAVE WITH PAY**

Leave with pay will not affect an employee's compensation, accrued hours, benefits or status with the Employer.

#### **SECTION 11.15 RETURN FROM LEAVE**

If a leave of absence does not exceed thirty (30) days, the employee will be entitled to return to the same position, work area held prior to the leave.

Except as otherwise provided for in this Article 12, employees who return to work on a timely basis in accordance with an approved leave of absence agreement in excess of thirty (30) days will be entitled to the first available opening for which the employee is qualified consistent with the provisions of Section 5.1.

#### **SECTION 11.16 ATTENDANCE POLICY**

Approved absences under Section 12.3, Family Leave, will not be counted for purposes of the Employer's attendance policy.

### **ARTICLE 12 COMMITTEES**

#### **SECTION 12.1 LABOR MANAGEMENT COMMITTEE**

The Employer, together with the Union selected representatives of the employees, will establish a Labor-Management Committee to assist with personnel and other mutual problems.

The function of the Labor-Management Committee will be to discuss issues of mutual concern including staffing and resident care issues, to recommend solutions to problems identified by the Committee, and to make recommendations for the improvement of working conditions.

The Committee will be established on a permanent basis and will consist of four (4) representatives of the Employer and four (4) representatives of the employees appointed by the Union, who are employees of the Employer.

Staff representatives of the Union and the Providence System may attend as resource persons

The committee shall meet not less than bi-monthly or as often as mutually deemed necessary.

## **SECTION 12.2 COMPENSATION**

All meeting time served by employees on Employer-established committees where attendance is required, as well as time spent by those committees established by this Agreement will be considered time worked and will be paid at the appropriate contract rate. Where the Employer makes a specific, written assignment to an employee to prepare for a meeting outside of the employee's regular work hours/assignment, the time spent within that authorization shall be paid time.

## **SECTION 12.3 HEALTH & SAFETY**

The Facility will maintain a Safety Committee in accordance with all regulatory requirements as provided in Article 11.

# **ARTICLE 13 STAFF DEVELOPMENT**

## **SECTION 13.1 ORIENTATION**

The objectives of orientation are to familiarize newly hired employees with the objectives, philosophy and services of the Facility.

New employees are to be oriented to Facility policies and procedures and instructed as to their functions and responsibilities, as defined in job descriptions

## **SECTION 13.2 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. This includes all types of mandatory in-service educational programs.

## **SECTION 13.3 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, sick leave or vacation accrued as of the commencement of the leave.

## **SECTION 13.4 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.

## **ARTICLE 14: HEALTH INSURANCE**

### **SECTION 14.1 HEALTH, LIFE AND LONG-TERM DISABILITY**

Effective beginning the date of hire or from the effective date in a benefit eligible position, full-time and part-time employees with a 0.5 FTE and above will participate in the Employer's - benefits program which provides a variety of medical and dental benefits, long-term disability insurance, supplemental employee life, accidental death/dismemberment and dependent life insurance. Participation shall be subject to specific plan eligibility requirements.

#### **14.1.1 MEDICAL BENEFITS**

In 2019, the percentage of employee premium contributions for employee only coverage and dependent coverage will not change for medical and dental coverage.

Starting in benefit year 2020, bargaining unit employees will participate in the same health insurance plans (to include, but not limited to, the same premium rates) offered to the rest of the employees employed by the Employer. The Employer also agrees that starting in 2020, for eligible full-time employees participating in the HSA Medical Plan, it will pay at least ninety-five percent (95%) of the employee-only premium and a minimum of seventy percent (70%) of the dependent(s) premium depending on the family coverage category chosen, subject to participation in the wellness initiative of the Employer.

The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform) although the Union may ask to bargain over the effects of such changes. Changes in health care providers available under existing plans shall not be considered a material reduction in benefits during this agreement.

### **SECTION 14.2 OTHER INSURANCE**

The Employer will provide or self-insure Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

After utilizing all paid leave, employees who were receiving Employer-paid medical insurance prior to the workplace injury will continue to receive Employer-paid medical insurance for up to an additional three (3) months in accordance with FMLA.

#### **14.2.1 COORDINATION OF BENEFITS**

When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or PTO may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and SEIU 775/Providence Mother Joseph Care Center 2019-2022



the employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

## **ARTICLE 15 RETIREMENT**

### **SECTION 15.1 RETIREMENT PLAN**

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

### **SECTION 15.2 PLAN CHANGES**

The Union and employees will be given at least thirty (30) days notice of other than an incidental change in the health benefits or retirement plans before the change is implemented.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

### **SECTION 16.1 GRIEVANCE DEFINED**

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

### **SECTION 16.2 TIME LIMITS**

Time limits set forth in the following steps may only be extended by mutual written consent of the parties to this Agreement.

A time limit which ends on a Saturday, Sunday or a holiday designated in Section 9.4 above will be considered to end at 4:30 p.m. on the next following business day.

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 withdrawal of the grievance.

Failure of the Employer to comply with the time limits set forth below will result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee, provided that the Union must specifically request arbitration as required by Article 16.3, Step 4.

### **SECTION 16.3 GRIEVANCE PROCEDURE**

A grievance will be submitted subject to the following grievance procedure:

#### **Step 1: Immediate Supervisor**

If any employee has a grievance, the employee will first meet and present the issue and proposed resolution to the employee's immediate supervisor within fourteen (14)

calendar days from the date the employee was or should have been aware that the grievance existed.

A Union steward/advocate will be present if requested by the employee.

If the Union steward/advocate participates in the grievance meeting, the Human Resources Manager or designee may also be present at this Step 1 meeting.

Within fourteen(14) calendar days after such meeting, the supervisor shall send the Union and the employee a written response to the grievance

### **Step 2: Department Manager**

If the matter is not resolved to the employee's satisfaction at Step 1, the employee may present the grievance in writing to the relevant manager (and/or designated representative) within fourteen (14) calendar days from, receipt of the supervisor's written response to Step 1. Provided, however, if the Step 1 immediate supervisor is the Department Manager, the grievance shall proceed to Step 3.

A meeting between the employee (and the Union Steward /Representative, if requested by the employee) and the relevant manager (and/or designated representative) will be held within fourteen(14) days for the purpose of resolving the grievance.

The relevant manager will issue a written response within fourteen(14) calendar days following the meeting.

### **Step 3: Administrator**

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance may be referred in writing to the Administrator (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision.

The Administrator (and/or designee) and Human Resources Manager will meet with the employee and the Union steward/advocate/representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance.

The Administrator (or designee) will issue a written response within fourteen(14) calendar days following the meeting.

### **Step 4: Mediation (Optional)**

The Employer and the Union may mutually agree to submit an unresolved grievance to mediation within fourteen (14) days following the step 3 response. Each party shall bear their own costs associated with preparing for the mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process will be conducted within thirty (30) days if feasible and may be terminated through written notice to the other party at any time.

### **Step 5. Arbitration**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, and

3, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Administrator or designee.

If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators will be requested from the Federal Mediation and Conciliation Service.

The parties will thereupon alternate in striking a name from the panel until one name remains. The person whose name remains will be the arbitrator.

Each party shall have the right to reject one (1) entire panel and request, at their expense, another panel.

Any arbitrator accepting an assignment under this Article will endeavor to issue an award within thirty (30) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, unless the parties mutually agree to a later date.

The Arbitrator's decision will be final and binding on all parties.

The Arbitrator shall have no authority to decide staffing issues.

The Arbitrator will have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but will be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

The Arbitrator will have no authority to award punitive damages, nor will the Arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure.

Each party will bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing.

All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other 42 forum, will be borne by the party incurring them, and neither party will be responsible for the expenses of witnesses called by the other party.

#### **SECTION 16.4 UNION GRIEVANCE**

The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed.

#### **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 layoff 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 19.1 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 this 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 not specifically discussed during negotiations or covered in this Agreement unless mutually agreed otherwise.

### **SECTION 19.2 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

**ARTICLE 20: DURATION**

This Agreement will become effective upon the date of ratification, and will remain in full force and effect for three (3) years unless changed by mutual consent.


Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice by certified mail must be given to the Employer at least ninety (90) days prior to the expiration date.

After receipt of such notice, negotiations will commence.

In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement will terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**For SEIU 775**

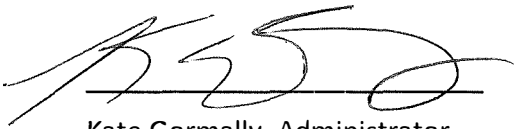


\_\_\_\_\_  
Sterling Harders, President

May 29, 2020

\_\_\_\_\_  
Date

**For Providence Mother Joseph Care Center,**



\_\_\_\_\_  
Kate Gormally, Administrator

5/22/2020

\_\_\_\_\_  
Date

## **APPENDIX A BARGAINING UNIT DEFINED**

Bargaining Unit position classifications include: all full time, part time and on call professional and non---professional employees employed by the Employer including primary care nurse (RN/LPN), RAI/QA coordinator, unit service nurse (RN/LPN), case manager, intermittent replacement charge nurse (RN/LPN), graduate nurse, nursing assistant certified, nursing assistant registered, nursing assistant float, physical therapy assistant, physical therapy aide, physical therapy technician, occupational therapy assistant, routine therapy aide, central stores technician, restorative care aide, grounds specialist, utility worker/groundskeeper, environmental services worker, floor care specialist, laundry specialist, cook, diet technician, food service worker, health information services specialist, recreation coordinator, volunteer coordinator and recreation assistant, staffing assistant, dishwasher, maintenance specialist, and unit clerk.

## **APPENDIX B PMJCC DEPARTMENT LIST FOR SENIORITY**

Long Term Care

Special Care

Transitional Care

Resident Assessment

Instrument/Quality Assurance Department (RAI/QA)

Physical Therapy

Occupational Therapy  
 Speech  
 Therapeutic Recreation  
 Dietary  
 Environmental Services  
 Maintenance  
 Health Information Services  
 Central Stores

**APPENDIX C**

**PMJCC WAGE RANGES EFFECTIVE UPON RATIFICATION**

Pay Grade	Job Title	MIN	MID	MAX
14	DISHWASHER	\$13.55	\$14.91	\$16.26
15A	ENVIRONMENTAL SVCS SPEC	\$13.55	\$15.24	\$16.93
15A	FOOD SERVICE WORKER	\$13.55	\$15.24	\$16.93
15A	LAUNDRY SPECIALIST	\$13.55	\$15.24	\$16.93
15A	NURSING ASST REGISTERED	\$14.75	\$16.72	\$18.69
15B	RECREATION ASSISTANT	\$14.00	\$16.10	\$18.20
16A	FLOOR CARE SPECIALIST	\$13.55	\$15.24	\$16.93
18	CENTRAL SUPPLY CLERICAL	\$13.79	\$15.86	\$17.93
18	PHYSICAL THERAPY TECH CLERICAL	\$13.79	\$15.86	\$17.93
17B	COOK	\$15.50	\$18.60	\$21.70
17L	COOK LEAD	\$16.50	\$19.60	\$22.70
19	RECREATION COORDINATOR	\$15.25	\$18.30	\$21.35
20	HEALTH INFO SPECIALIST	\$16.75	\$20.10	\$23.45
16B	NAC	\$15.75	\$17.72	\$19.69
16C	NAC FLOAT	\$16.75	\$18.72	\$20.69



17A	RESTORATIVE AIDE	\$16.75	\$18.72	\$20.69
20A	MAINTENANCE SPECIALIST	\$16.00	\$18.80	\$21.60
21B	LPN	\$25.00	\$28.75	\$32.50
23	OCCUPATIONAL THERAPY ASST CERT	\$25.61	\$30.09	\$34.57
23	PHYSICAL THERAPY ASSISTANT	\$25.61	\$30.09	\$34.57
24	RN	\$31.50	\$37.02	\$42.53

Ranges that start below state/federal/local minimum wage laws will be adjusted accordingly.

## **APPENDIX D Memorandum of Understanding**

### **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 PMJCC, 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.

### **EXTRA SHIFT BONUS**

During periods of urgent staffing needs, as determined by the Employer, Employees who have been assigned and work a shift beyond their regularly scheduled shifts may be eligible for an extra shift bonus. Employees must work all scheduled shifts within the same pay period in order to be eligible for the bonus. The payment and amount of any shift

bonus is at the sole discretion of the Employer. The Employer shall notify the Union upon implementation of any shift bonus.

**Attendance Recognition**

Within 120 days after the ratification of the 2019-2022 Collective Bargaining Agreement, the Employer and the Union will meet with the purpose to discuss an attendance recognition pilot project. The goals for the meeting will be to work toward creating criteria for an effective incentive to address attendance, including but not limited to the duration of any pilot program related to this issue, any review period(s), and amounts to be paid, if any. The recommendation of the committee, if any, must be reviewed and approved by the Administrator before implementation, if any.

**PTO Equity**

After the second pay period following January 1, 2020, and after the second pay period following January 1, 2021, employees who would have been in any of the following PTO earning years as of January 1, 2020 or January 1, 2021, will receive a one-time per year PTO front-load in the following amounts, pro-rated by FTE:

- Year 4: One (1) eight (8) hour day;
- Year 9: Four (4) eight (8) hour days;
- Year 10: One (1) eight (8) hour day
- Year 11: One (1) eight (8) hour day
- Year 12: One (1) eight (8) hour day
- Year 13: One (1) eight (8) hour day
- Year 14: One (1) eight (8) hour day

**Memorandum of Understanding – Equity Review**

Within six (6) months following the ratification of this Agreement, the Employer will perform an equity review of employee wages covered under this Agreement. The Union will be provided notice and an opportunity to discuss this equity review, though any wage modification will occur at the Employer's discretion following discussion with the Union, if requested. Such review will occur independent of the review set forth in Article 8.2. As part of the equity review, caregivers will be placed in quartile ranges, as follows:

Title	Quartile 1 Min (0-<4 YOE)	Quartile 2 Min (4-<7 YOE)	Quartile 3 Min (7-<12 YOE)	Quartile 4 Min (12+ YOE)	Max
DISHWASHER	\$13.55	\$14.23	\$14.91	\$15.59	\$16.26
ENVIRONMENTAL SVCS SPEC	\$13.55	\$14.40	\$15.24	\$16.09	\$16.93
FOOD SERVICE WORKER	\$13.55	\$14.40	\$15.24	\$16.09	\$16.93

LAUNDRY SPECIALIST	\$13.55	\$14.40	\$15.24	\$16.09	\$16.93
NURSING ASST REGISTERED	\$14.75	\$15.74	\$16.72	\$17.71	\$18.69
RECREATION ASSISTANT	\$14.00	\$15.05	\$16.10	\$17.15	\$18.20
FLOOR CARE SPECIALIST	\$13.55	\$14.40	\$15.24	\$16.09	\$16.93
CENTRAL SUPPLY CLERICAL	\$13.79	\$14.83	\$15.86	\$16.90	\$17.93
PHYSICAL THERAPY TECH CLERICAL	\$13.79	\$14.83	\$15.86	\$16.90	\$17.93
COOK	\$15.50	\$17.05	\$18.60	\$20.15	\$21.70
COOK LEAD	\$16.50	\$18.05	\$19.60	\$21.15	\$22.70
RECREATION COORDINATOR	\$15.25	\$16.78	\$18.30	\$19.83	\$21.35
HEALTH INFO SPECIALIST	\$16.75	\$18.43	\$20.10	\$21.78	\$23.45
NAC	\$15.75	\$16.74	\$17.72	\$18.71	\$19.69
NAC FLOAT	\$16.75	\$17.74	\$18.72	\$19.71	\$20.69
RESTORATIVE AIDE	\$16.75	\$17.74	\$18.72	\$19.71	\$20.69
MAINTENANCE SPECIALIST	\$16.00	\$17.40	\$18.80	\$20.20	\$21.60
LPN	\$25.00	\$26.88	\$28.75	\$30.63	\$32.50
OCCUPATIONAL THERAPY ASST CERT	\$25.61	\$27.85	\$30.09	\$32.33	\$34.57
PHYSICAL THERAPY ASSISTANT	\$25.61	\$27.85	\$30.09	\$32.33	\$34.57
RN	\$31.50	\$34.26	\$37.02	\$39.78	\$42.53

Any caregiver who is below the bottom of their respective targeted quartile based on years of experience will be moved to the appropriate quartile.

# Providence Mother Joseph Care Center and SEIU 775

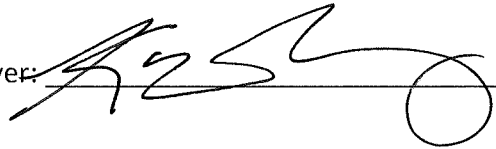
## Memorandum of Understanding: NAC Scale Changes

Providence Mother Joseph Care Center ("MJCC") and SEIU 775 ("the Union") are parties to a collective bargaining agreement that expires September 6, 2022. The parties hereby agree that, starting as of the pay period beginning June 20, 2021, the NAC and NAC Float wage ranges set forth in the CBA will be increased to the following:

	Min	Mid	Max
16B NAC	18.75	20.72	22.69
16C NAC			
FLOAT	19.75	21.72	23.69

Current NAC and NAC Floats will also receive an increase of three dollars (\$3.00) per hour to their base wage.

For the Employer:



Date: 29 June 2021

For the Union: Summer Young (electronically)

Date: 29 June 2021

# Providence Mother Joseph Care Center and SEIU 775

## Memorandum of Understanding: NAC & Restorative Aide Scale Changes

Providence Mother Joseph Care Center ("MJCC") and SEIU 775 ("the Union") are parties to a collective bargaining agreement that expires September 6, 2022. The parties hereby agree that, starting as of the pay period beginning June 20, 2021, the NAC, NAC Float and Restorative Aides wage ranges set forth in the CBA will be increased to the following:

	Min	Mid	Max
16B NAC	\$ 18.75	\$ 20.72	\$ 22.69
16C NAC FLOAT	\$ 19.75	\$ 21.72	\$ 23.69
17A RESTORATIVE AIDE	\$ 19.75	\$ 21.72	\$ 23.69

Current NAC, NAC Float and Restorative Aides will also receive an increase of three dollars (\$3.00) per hour to their base wage.

For the Employer:



Date:

7/9/21

For the Union:

Summer Young (electronically)

Date:

09 July 2021