

THIS AGREEMENT is made and entered into by and between MULTICARE GOOD SAMARITAN EMERGENCY PARKLAND, (hereinafter referred to as "Employer" or "Company"), and District 160 of the INTERNATIONAL ASSOCIATION OF MACHINISTS, (hereinafter referred to as "Union"). The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, and conditions of employment.

## **ARTICLE 1 - RECOGNITION**

**1.1** The Employer recognizes the Union as the sole and exclusive representative for collective bargaining for all full-time, regular part-time and per diem Registered Nurses and Registered Nurse Residents, Patient Access Technicians, Radiology CT Technologists, Emergency Services Lab Technicians, Licensed Practical Nurses, Emergency Services Technicians and Radiology Technologists employed by the Employer at its facility located at 14815 Pacific Avenue South, Tacoma, Washington; excluding all other employees, interns, managerial employees, confidential employees and guards, and supervisors as defined in the Act.

## **ARTICLE 2 – MEMBERSHIP**

**2.1 Membership:** Membership in the Union is not a required condition of employment.

**2.2 Union Dues Payroll Deduction:** It is agreed between the Employer and the Union that any employee in the bargaining unit, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection of Union dues or agency fees by the signing of a payroll deduction form.

Collection of any back dues or agency fees owed at the time of starting deductions for any employee and collection of dues or agency fees missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.

Deduction of membership dues or agency fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Employer to collect dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.

The Employer shall issue payments authorized by this Agreement via electronic funds transfer process only (Direct Deposit). The Union shall ensure the Employer has been provided with a valid Bank Account and Routing number to set up the process. It will be the responsibility of the Union to submit all changes in Bank information to the Employer immediately.

The Employer shall issue all reports distributed to the Union electronically.

**2.3 Indemnity:** The Union will indemnify and hold the Employer harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Employer which

are based on or arise out of any action taken by the Employer in accordance with or arising out of the foregoing provisions of this Article.

### **ARTICLE 3 - REPRESENTATION**

**3.1 Access:** Authorized union representatives may have access to areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. The Union acknowledges that patient waiting areas are not considered public areas. Union representatives shall not have access to breakrooms or patient care areas unless advance notice has been given to the Labor Relations Manager or their designee and advance approval has been obtained from the Employer. Access to the Employer's premises shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or normal OCED services.

**3.2** Employees shall not conduct Union business in patient care areas nor during hours of work, excluding lunch and break periods taken in non-patient care areas. As with other non-work-related conversations, the foregoing prohibition on conducting union business during hours of work only does not apply to short, de minimis conversations that do not interfere with the work of any employees who are on duty.

**3.3 Shop Stewards:** The Employer recognizes the right of the Union to designate shop stewards. The Union will provide the Employer with a written list of its assigned Business Representative and Stewards.

If a Steward is requested to attend a grievance or investigatory meeting during their normally scheduled working time, the Steward shall be compensated at their regular rate of pay. Release time for a steward in this circumstance will follow the usual request and approval process for the department.

**3.4 New Hire Access:** A Union representative may meet with new hires following the regularly scheduled MultiCare system orientation for the purpose of introducing bargaining unit employees to the Union. The meeting shall not exceed one half (1/2) hour in duration.

**3.5 Bulletin Board:** The Employer will provide space for official Union notices. The Union agrees to limit the posting of Union materials to the designated bulletin board space 3' by 3'.

**3.6 Agreement:** The Union will distribute a copy of this Agreement to each employee presently employed and to all newly hired employees at the initial New Employee Orientation.

**3.7 Bargaining Unit Roster:** Upon signing of this Agreement and monthly thereafter, the Employer shall supply the Union with a roster containing the names, addresses, classification, employee status (FTE), date of hire, rate of pay, and employee identification number for all employees covered by this Agreement. This list will be submitted electronically in Excel format.

The Union hereby indemnifies and agrees to hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer from the release of this information to the Union.

#### **ARTICLE 4 – DEFINITIONS**

**4.1 Resident Nurse:** A resident nurse is a nurse who is hired into an established residency program because their clinical experience after graduation is less than twelve (12) months or is a nurse who is returning to practice with no current clinical nursing experience, as defined by the program guidelines. Resident nurses are subject to an extended probationary period of twelve (12) months.

**4.2 Full Time Employee:** An employee with an FTE who is regularly scheduled to work thirty-six (36) hours per week or over seventy-two (72) hours in a fourteen (14) day period and who has successfully completed the required review period.

**4.3 Part Time Employee:** An employee with an FTE who is regularly scheduled to work sixteen (16) or more hours per week or thirty-two (32) or more hours in a two (2) week period, but less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required review period.

**4.4 Per Diem Employee:** An employee who works on an intermittent or unscheduled basis. Per diem employees must comply with per diem scheduling requirements for their classification.

**4.5 New Hire Probationary Period:** A RN new hire shall have a ninety (90) day probationary period. The ninety (90) day probationary period may be extended for an additional ninety-day period with written notice to the employee and the Union. The probationary period for per diems is six months from date of hire. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

**4.6 Preceptor:** A Preceptor is an experienced clinical employee proficient in clinical teaching who is specifically responsible for planning, organizing, teaching and evaluating the new skill development of new employees, the parameters of which have been set forth in writing by the Employer.

Management will determine the need for preceptor assignments and the requirements which qualify staff to be a preceptor. Staff will be required to take preceptor training prior to being assigned as a preceptor. It is understood that Charge Nurses are expected to precept nurses for the role of Charge Nurse in the scope of their assignment as Charge Nurse. Preceptor responsibilities shall be considered when making patient care assignments; every effort shall be made to ensure preceptors are assigned no additional patients beyond the shared patient

assignment. An employee cannot receive preceptor differential and charge nurse differential at the same time.

**4.7 Regular Rate of Pay:** Regular rate of pay shall be defined as the straight time rate of pay plus shift differential, certification pay.

**4.8 Charge Nurse:** A charge nurse is an experienced nurse who is assigned the responsibility for the nursing activity and patient care for one (1) or more shifts. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments. Bargaining unit nurses, with the appropriate knowledge, skills, and ability, will have priority when a charge nurse assignment(s) is determined as needed.

**4.9 Lead:** An experienced employee who has been assigned by the Employer to act in a lead role to other employees. Lead assignments shall be within the discretion of the manager, or designee. Lead duties include coordinating activities, maintaining organization, and making work assignments for the entire department. Lead duties will be considered when making patient care assignments, where appropriate.

**4.10 Floating:** The following float order shall be followed:

1. System Float Pool employees & Agency Employees (staff employed on a day-to-day basis)
2. Staff Working an Incentive or Spot Pay shift
3. Traveler (up to their contractual maximum) and Contracted Agency employees
4. Volunteers
5. Per diem employees
6. Staff scheduled above their FTE
7. Equitable Rotation of FTE employees

**4.10.1 Equitable Rotation:** Floating shall be equitably rotated within a department on a given shift in order of inverse seniority (least senior employee to be the first in rotation) provided skill, competence, ability and availability are not considered to be overriding factors. The Employer retains the right to change the employees daily work assignment to meet patient care needs.

**4.10.2** Employees will be expected to perform all basic functions of their position but will not be required to perform tasks or procedures specifically applicable to the unit to which they have been floated and have not been trained.

## **ARTICLE 5 - SENIORITY**

**5.1 Seniority Defined:** Seniority shall mean an employee's continuous length of service within a position in the bargaining unit within Parkland from the most recent date of hire. Seniority shall not apply until an employee has completed the probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire as a full-time, part-time or per diem bargaining unit member.

**5.1.1** If an employee has at least five (5) years seniority and is involuntarily transferred out of the bargaining unit or transfers to a non-bargaining unit position within MultiCare Health System for a period of less than twelve (12) months, the employee's seniority shall be adjusted for the time they leave the bargaining unit until such time as they return within the twelve (12) month period. Previous seniority may not be used for job selection purposes; it is reinstated only if the employee is rehired.

**5.1.2** Seniority for layoff purposes shall be calculated the date upon which Notice of Layoff is sent to the Union.

**5.1.3** Where such factors as qualifications, competence and efficiency are considered substantially equal by the Employer, seniority shall be the controlling consideration in determining transfers, shift changes, reduction in FTE status, layoffs, and recall from layoffs, and vacation scheduling.

**5.1.4 Seniority Lists:** The Employer shall update a bargaining unit-wide seniority list and a department/unit seniority list in May and December. Seniority lists may be challenged for changes occurring after the posting of the previous list, i.e. new hires, transfers into the bargaining unit, restoration of previous seniority, etc.

**5.1.5** Where bargaining unit seniority dates of employees are the same, the order of the employees on the seniority list will be determined as follows:

- a.** An employee with an earlier date of hire by MultiCare shall come first on the seniority list.
  - b.** If hire dates are equal, the employee with the lowest employee identification number shall come first on the seniority list.
- This order shall be in effect for so long as the employees have the same seniority.

**5.2 Layoff Defined:** A layoff is a permanent or prolonged reduction in the number of employees employed by the Parkland OCED.

**5.3 Notification of Layoff:** The Employer will notify the Union of a layoff at least seven (7) business days prior to notification of the affected employees in the classification. This notice will be treated confidentially until the affected employees are formally notified by the

Employer. At that time, the Employer shall provide the Union with a bargaining unit seniority roster identifying each employee's seniority, unit, shift, and FTE. Upon request the parties will meet within five (5) days of the date the Employer notifies the Union for the purpose of reviewing the layoff. The Employer will provide those employees who are subject to the layoff with fourteen (14) calendar days advance notice or pay in lieu thereof (based upon scheduled hours of work).

**5.4 Layoff Procedure:** In the event the Parkland OCED determines a layoff to be necessary, the following procedures shall be followed:

1. The Employer will make a reasonable effort to release travelers before a reduction in FTE of Parkland employees.
2. The Employer may seek volunteers and will consider requests for voluntary layoff or voluntary reductions in FTE status.
3. Regular employees. The regular employee with the shortest length of service in the department job classification is laid off first, providing skill, competence and ability are not considered to be overriding factors in the opinion of the Employer based on specific documentation and evaluations.

**5.4.1** Employees designated for layoff may apply for transfer to vacant positions for which they are qualified within MultiCare in accordance with the Intra-System Transfer Policy. Employees designated for layoff may not displace an employee in another unit, facility, department, or hospital system, whether or not the other employee has a shorter length of service.

**5.4.2** Employees laid off for lack of work will maintain seniority for the period of the layoff. When a layoff extends beyond thirty (30) days, the employee's salary review and performance appraisal dates will be adjusted accordingly.

**5.4.3** Employees are expected to make arrangements with the Human Resources Department to ensure a current address is on file for the employee.

**5.4.4** Laid off employees will have their PTO cashed out.

**5.5 Recall:** Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. An employee shall be removed from the reinstatement roster upon reemployment, refusal to accept comparable work when offered by the Employer, or at the end of the twelve (12) month period. Upon reinstatement, an employee shall have previously PTO accrual levels restored.

**5.5.1** Employees on layoff will be allowed to transfer to on-call status without loss of recall rights.

**5.5.2 Three-week Report Time.** A recalled employee who has been laid off will be allowed up to three (3) weeks to report to work after receipt of notice of recall.

**5.6 Severance Pay:** Upon completion of the probationary period, any full-time or part-time employee subject to lay off may elect to voluntarily terminate employment with the Employer and receive severance pay as set forth below. Any employee electing this option shall not have recall rights (Article 5.5).

<b>Severance Pay</b>		<b>Years of Service</b>
2	weeks of pay	less than 2 years
3	weeks of pay	2 to 4 years
4	weeks of pay	5 to 6 years
5	weeks of pay	7 to 9 years
6	weeks of pay	10 to 14 years
10	weeks of pay	15 to 24 years
12	weeks of pay	25 or more years

Part time employees are eligible for severance pay prorated to the employee's FTE. The severance payment will be paid to the employee in a lump sum on the employee's last paycheck.

**5.7 Low Census:** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Employer will assign low census to employees in the following order:

1. Agency (personnel employed on a day-to-day basis)
2. System Float Pool working at a premium, incentive, double time, or overtime rate of pay
3. Per Diems who are working at a premium, incentive, double time, or overtime rate of pay
4. Core staff who are working at a premium, incentive, double time, or overtime rate of pay
5. Volunteers
  - a) Full-time or part-time nurses in accordance with the low census rotation. The rotation will be in order of seniority.
  - b) Travelers and Contracted Agency Nurses (up to the 36-hours allotted Low Census time per contract)
  - c) Regular part-time nurses working above their assigned FTE status
  - d) System Float Pool
  - e) Per Diem
6. Per Diem
7. System Float Pool
8. Regular part-time nurses working above their assigned FTE status
9. Travelers and Contracted Agency Nurses (up to the 36-hours allotted Low Census time per contract)

- 10.** Full-time or part-time nurses in accordance with the low census rotation. The rotation will be in reverse order of seniority.

Low census shall be equitably rotated within a classification on a given shift in order of reverse seniority (least senior employee to be the first in rotation) provided skill, competence, ability and availability are not considered to be overriding factors. The Employer retains the right to change the employees daily work assignment to meet patient care needs.

**5.7.1** Residents in their preceptorship shall be exempt from low census until they are transferred to a staff position following the completion of their preceptorship. Further, an employee who is assigned as preceptor to a Resident shall also be exempt from low census while actively assigned to preceptor for that day; such employees shall remain at the top of the list for low census.

**5.7.2** If an employee is inadvertently low censused out of turn, the mistake will be remedied on the next rotation or as soon as possible. If an employee is inadvertently low censused out of turn two or more times in a pay period, the Employer will compensate the employee for all hours missed at the regular rate of pay.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

**6.1 Just Cause and Progressive Discipline:** No employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as written warnings and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. A copy of all disciplinary actions will be given to the employee. Employees will be given the opportunity to provide a written response to any written disciplinary actions to be included in their personnel file.

**6.2 Right to Union Representation:** If an employee has a reasonable belief that a meeting is of an investigatory nature, or will result in disciplinary action, the employee has the right to request the attendance of a Union representative during the interview, and the Union representative shall be included before the meeting continues.

**6.3 Personnel Files:** Employees shall have access to their personnel files. Employees shall have the right to review and comment on written disciplinary actions. Employees may request the removal of written disciplinary actions in their personnel file after one (1) year if no further written disciplinary action for any reason has occurred during this one (1) year period. The employee must submit a written request to Human Potential for consideration.



## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.1 Grievance Defined:** For the purpose of this Agreement, A grievance is defined as any alleged breach by the Employer of any express term of this Agreement. If any such grievance arises, it shall be submitted to the following procedure within fourteen (14) days from the date when the employee or the Union was aware, or reasonably should have been aware, that a grievance existed. All grievances not filed within the fourteen (14) day period are deemed waived by the aggrieved party. It is the desire of the parties to this Agreement that disputes arising out of this Agreement be adjusted informally wherever possible and at the first level of supervision.

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

**7.3 Step 1. Immediate Supervisor.** If an employee has a grievance, the employee and the Union Representative, must first present the grievance in writing to the immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall meet with the employee (and Union Representative) in an attempt to resolve the problem. The immediate supervisor shall respond in writing to the employee within fourteen (14) calendar days following the meeting with the employee.

**7.4 Step 2. Director of Employee and Labor Relations.** If the matter is not resolved to the employee's satisfaction at Step 1, the employee and Union shall present the grievance to the Director of Employee and Labor Relations (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the employee (and the Union Representative) and the Director of Employee and Labor Relations (and/or designated representative) shall be held. The Director of Employee and Labor Relations (or designated representative) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

**7.5 Step 3. Arbitration:** If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Director of Employee Relations and Employment or their designee. After notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the

Union fail to agree on an arbitrator, the Union shall promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall then alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator.

**7.5.1** The Arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

**7.5.2** Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred specific to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

**7.6 Mutually Agreed Mediation:** The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process.

## **ARTICLE 8 - SAFETY AND SECURITY**

**8.1 Safety Committee:** The Parkland OCED, under its licensure with Good Samaritan Hospital, will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees. Parkland OCED employee (up to 2 IAM represented employees) may attend the Good Samaritan Hospital Safety Committee, in accordance with existing regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues, including security of the Hospital & OCED premises, and to advise the Hospital & OCED of education and preventive health measures for the workplace and its employees.

**8.2 Workplace Violence Prevention:** The Employer is committed to providing a safe and secure workplace for employees. The Employer will not tolerate workplace violence. The Employer will engage in appropriate workplace violence prevention planning through its existing Safety Committee or whatever additional committee(s) it deems appropriate.

**8.3 Labor Management Committee:** Concerns or suggestions for improvement and suggestions for additional training may also be brought to the Labor Management Committee.

**8.4 Lighting and Security Escorts:** Within the first ninety (90) days after ratification of this agreement the parties agree to meet and discuss lighting improvements and security escorts.

Upon reasonable request and dependent on resources, the employer may provide escorts for employees to cars on-site and to any off-site parking locations.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

### **9.1 Work Day:**

**9.1.1** For those employees working an eight (8) hour shift the normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

**9.1.2** For those employees working a ten (10) hour shift the normal work day shall consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

**9.1.3** For those employees working a twelve (12) hour shift, the normal work day shall consist of twelve (12) hours work to be completed within twelve- and one-half hours (12 ½) consecutive hours, including two thirty (30) minute unpaid meal periods to be taken during the employee's shift.

**9.1.3.1** At the employee's option, the second thirty (30) minute unpaid meal period may be waived consistent with applicable state law and the Employer's standard process.

**9.2 Work Period:** The normal work period shall consist of forty (40) hours of work within a seven (7) day period (Sunday at 12:01am to Saturday at 12:00 am) or eighty (80) hours of work within a fourteen (14) day period.

**9.3 Innovative Work Schedules:** An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Collective Bargaining Agreement. Written innovative work schedules may be established only by mutual agreement between the Employer and the Union. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the employee's preceding shift length in effect immediately prior to the innovative work schedule, after at least three (3) weeks' advance notice to the employee is given.

**9.4 Unscheduled Work:** With prior supervisory authorization, the Employer will pay for telephone calls, text messages, or video conferencing (e.g. Facetime) received by an employee at home from an employee at work at the regular rate of pay for the actual time spent on the phone with a minimum of fifteen (15) minutes. This does not apply to calls regarding schedule

changes (e.g. low census, shift trades, opportunities for additional shifts, etc.). This language is only intended to apply to work-related issues requiring the employee's expertise.

**9.5 Overtime:** All work in excess of the normal work day or work period shall be properly authorized and shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. The Employer and the Union agree that overtime should be discouraged. All overtime must be approved in advance by a supervisor, where possible. There shall be no pyramiding or duplication of overtime pay and other premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). Time paid for but not worked shall not count as time worked for the purpose of computing overtime pay. If overtime work is determined to be necessary by the Employer for a specific classification, employees volunteering to work overtime within that classification will be the first assigned. If there are more volunteers than work, then seniority will prevail.

If an employee working an eight hour scheduled shift works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate, unless the employee is in a call back status and then the callback status (1.5X) will apply.

If an employee working a ten hour scheduled shift works more than two (2) consecutive hours beyond the end of the ten (10) hour shift, all overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x) unless the employee is in a call back status and then the callback status (1.5X) will apply.

If an employee working a twelve-hour scheduled shift works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x) unless the employee is in a call back status and then the callback status (1.5X) will apply.

No employee will be expected to work beyond the end of their scheduled shift to the extent that the employee is not able to function with reasonable skill and safety with respect to the care of their patients. If the employee can no longer function with reasonable skill and safety, they should immediately discuss the matter with their immediate supervisor.

**9.6 Meal and Rest Periods:** Employees shall receive an unpaid thirty (30) minute meal period and two (2) paid rest periods of fifteen (15) minutes each during each eight (8) or ten (10) hour workday, and two (2) unpaid thirty (30) minute meal periods and three (3) paid rest periods of fifteen (15) minutes for twelve (12) hour workdays. For twelve-hour shifts, the second meal period may be waived per 9.1.3.1. Employees who cannot be relieved of all duties shall be paid at the appropriate rate for their meal period. Meal periods and rest periods shall be administered in accordance with state law.

If the Employer, at its sole discretion, modifies its "Rest and Meal Periods" Policy in such a way that would allow for the option of mutual agreement for the combination of rest and meal

periods, it will provide thirty (30) days written notice to the Union with the option to meet and confer.

**9.7 Work Schedules:** The Employer shall post work schedules at least fourteen (14) days prior to the effective date of the schedules. Posted schedules will be for a minimum of four (4) weeks. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Except for emergency conditions (unforeseeable conditions beyond the Employer's control including natural disasters, employee absences, terminations without notice, sudden and unforeseen leaves of absence, and/or changes in patient census), posted work schedules may be changed only by mutual agreement of the Employer and employee(s) involved. Where ~~set~~ schedules exist and need to be adjusted for emergency conditions as defined above, the Employer will adjust the schedule(s) by rotation in inverse order of seniority. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

**9.8 Scheduled Days Off:** All bargaining unit employees as defined in this agreement, called in on their scheduled days off shall be paid one and one half (1 1/2) times their regular rate of pay for all hours worked.

**9.9 Report Pay:** Employees who report for work as scheduled unless otherwise notified a minimum of one- and one-half hour (1.50) hours in advance and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours of work at the regular rate of pay. It shall be the responsibility of each employee to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

**9.10 Weekends:** The Employer will make a good faith effort to schedule all regular full-time and part-time employees for every other weekend off. If any employee is required to work on the employee's scheduled weekend off, all time worked on that weekend shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. This section shall not apply to employees who voluntarily agree to more frequent weekend duty. The weekend shall be defined for day and evening shifts as 7:00 a.m. Saturday to 7:00 a.m. Monday, and for night shifts as 11:00 p.m. Friday to 11:00 p.m. Sunday. Subject to advance approval, employees may request the trading of weekends providing the schedule change does not result in the Employer being liable for premium and/or overtime pay.

**9.11 Rest Between Shifts.** The Employer shall continue to exercise its best efforts to give employees a rest period of at least eleven (11) hours between shifts. In the event an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked during that second shift shall be compensated at one and one-half (1 1/2) times the regular rate of pay. This provision shall not apply to standby and call back assignments.

**9.12 Reduction in FTE Status:** If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the department or unit and shift to

accomplish these changes. If there are insufficient volunteers, the least senior employee(s) in the affected classification, department or unit and shift will receive the FTE reduction providing skill, competence and ability are not considered to be overriding factors in the opinion of the Employer based on specific documentation and evaluations. Any employee subject to an involuntary reduction in his/her FTE will be given preference up to the employee's prior position (FTE) if the Employer seeks to expand the hours of an existing FTE in the same classification on the employee's department or unit and shift, providing there is no conflict between their current schedule and the schedule related to the posted hours.

## **ARTICLE 10 - LEAVES OF ABSENCE**

**10.1 General:** All leaves are to be requested from the Hospital in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days. For purposes of eligibility for leave for part-time employees, one (1) year shall equal twelve (12) consecutive calendar months. For purposes of this Agreement, a leave of absence begins on the first day of absence from work.

**10.1.1** With at least thirty (30) days advance notice to the Employer, an employee may request up to twelve (12) weeks of personal leave for the birth/adoption of a child in addition to the leave taken by the employee's spouse under 10.3, Family Leave, providing the employee and spouse don't work in the same department. This leave request shall be subject to departmental staffing considerations and patient care needs. The employee may be required to use any accrued PTO during this leave of absence.

**10.2 Maternity Leave:** Leave without pay shall be granted upon request of the employee for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. The Employer shall return the employee to the same unit, shift and FTE status, if the employee returns from the maternity leave at the end of the disability as certified by the physician. For employees not entitled to Family Leave (10.3), requests for maternity leave in excess of the disability period shall be subject to meeting proper staffing requirements as approved by the employee's director.

**10.3 Family Leave:** As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position (same department, FTE and shift) at the conclusion of the leave. If the employee elects not to return at the end of the twelve (12) week period, subject to meeting proper staffing requirements as approved by the Employer, the employee will be offered the first available opening consistent

with the job description held by the employee prior to the leave, if the employee attempts to return within the six (6) months of the date of the beginning of the leave of absence.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

**10.4 Washington State Paid Family & Medical Leave Benefits:** Employees who are approved by the State of Washington Employment Security Department to receive Washington State Paid Family and Medical Leave benefits for the employee's own disability (including any period of disability associated with pregnancy, childbirth and the recovery therefrom) or the illness or injury of a family member may elect to supplement their Washington State benefits by accessing accrued PTO and/or Sick, up to the employee's assigned FTE in compliance with applicable state law and MHS process. The election of supplemental benefits must occur within policy deadline.

**10.5 Leave Combined:** An employee may guarantee her position for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks without loss of benefits accrued to the date leave commences.

**10.6 Health Leave:** After one (1) year of continuous employment, leave of absence for a serious health condition as defined by FMLA for a period of up to six (6) months may be granted without pay for health reasons upon the recommendations of a physician, without loss of accrued benefits. The Employer shall guarantee the employee's position if the employee returns from the health leave within twelve (12) weeks. In the event the Employer is required to fill the position due to business necessity after the twelfth (12th) week, the employee will be notified and given the opportunity to return to work. If the employee is unable to return to work at that time, the employee when returning from the health leave of absence will then be offered the first available opening consistent with the job description held by the employee prior to the leave of absence, or, if it would not constitute an undue hardship on the organization, the period of leave may be further extended on a case-by-case basis. An undue hardship exists if the Employer is unable to hire a qualified temporary replacement. EIT to the extent accrued and accrued PTO pay may be used during the leave of absence. This leave shall run concurrently with any leaves of absence provided by state or federal law.

**10.7 No Benefit Accrual:** An employee on a leave of absence without pay will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits if the employee returns to work at the end of the allowed leave.

**10.8 Return to Work:** If a leave of absence, either alone or in conjunction with paid time off, does not exceed thirty (30) days, an employee will be entitled to return to the employee's former job, provided that the employee returns at the end of the scheduled leave. If a leave exceeds thirty (30) days, the Employer does not guarantee that the employee can return to the employee's former position, but the employee will be eligible for the first available similar position without loss of accrued benefits, provided that the employee is available to return to work on or before expiration of the leave.

**10.9 Termination:** An employee who fails to return at the end of a scheduled leave of absence or any agreed upon extension of a leave of absence shall be considered terminated. If an employee takes employment elsewhere during the leave without prior approval of the Employer, the employee shall be considered terminated.

**10.10 Clinical Education Benefit (RN, LPN, EST, EST-L, Rad Tech)**

**10.10.1** After one (1) year of continuous employment, permission may be granted for a leave of absence of up to nine (9) months without pay for job-related study approved by the Employer. This leave may be extended to one (1) year if the academic program requires a full year's absence.

**10.10.2** Employees may request up to five (5) days of educational leave with pay per year. Such leave shall be subject to budgetary considerations, scheduling requirements of the Employer and approval by the Employer of the subject matter to be studied

**10.10.3** If the Employer requests an employee to attend an outside workshop or institute, the employee's regular salary, tuition and reasonable expenses shall be paid by the Employer.

**10.10.4 Continuing Education:** Full-time employees shall be allowed five hundred dollars (\$500) per calendar year (prorated by FTE for part time employees) to use for work-related educational opportunities and related expenses, i.e. reimbursement for tuition and salary. Requests for continuing education time off on scheduled work days must be applied for at least twenty-one (21) days in advance on a form provided by the Employer. The employee's request shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program. Funds accrued during one (1) calendar year must be used within the same calendar year.

**10.11 Bereavement Leave:** An employee may be allowed up to three (3) working days off with pay in case of a death in the employee's immediate family. Two (2) additional days may be granted without pay or from the employee's PTO accrual when in the Employer's opinion extensive travel is required to attend the funeral. Immediate family shall be spouse, significant other in lieu of spouse, child or step-child, brother or sister or step-sibling, parent, grandparents



of employee and spouse, grandchild, parent of spouse, brother or sister of spouse, any relative living in the same household, or domestic partner (City of Seattle definition).

**10.12 Military Leave:** Leaves without pay for military duty shall be granted in accordance with applicable law.

**10.13 Jury Duty:** A regular full-time or part-time employee who is called upon to serve on jury duty will notify their supervisor as soon as possible. At that time, they will be administratively assigned to the day shift, Monday through Friday, and taken off the schedule for their regular Monday through Friday work assignment. The Employer will attempt to find a replacement at straight-time pay to cover the employee's regularly scheduled weekend shift. If a replacement employee is found, the employee will not be expected to work weekends. MultiCare will grant the necessary time off with pay at the regular straight time rate for the normally scheduled workday and shift.

**10.14 Witness Duty:** A regular full-time employee who is subpoenaed to testify in court on behalf of the Employer or a patient of the Employer on matters involving the patient's condition and professional care received at the OCED shall be compensated by the Employer at their regular straight time rate for the normally scheduled workday and shift. In all such cases, the employee should seek the court's permission to return to work as soon as possible after giving the testimony.

**10.15 Union Leave:** Employees will be afforded an option of requesting an unpaid leave of absence to attend Union Executive Board meetings, officer meetings, Shop Steward meetings, annual lobbying day and training sessions or Union conventions. Such leaves may be approved subject to unit/department and patient care needs. Union leaves may be requested in accordance with the personal leave of absence provisions of the leave of absence policy.

## **ARTICLE 11 – COMPENSATION**

**(Any proposed changes requiring Workday or Kronos programming (including, but not limited to, adding new differentials or modifying differentials requirements,) will be effective within six months (6) of contract ratification (no retroactive pay will be applicable))**

**(The employer has offered a \$750 ratification bonus, pro-rated by FTE, subject to applicable taxes and withholdings, must be employed as of processing date.)**

**11.1 Wage Schedule:** Employees covered by the Agreement shall be paid no less than the wages set forth in Appendix "A" attached hereto and made a part of this Agreement effective the first full pay period following contract ratification (RN=24 step scale, all others = 18 step scale). LPNs will move from an open range to step and grade; step placement is step closest to current pay rate that results in a wage increase.

**11.1.1** Effective the first full pay period following twelve-month anniversary of ratification date, wages will increase four percent (4.00%).

**11.1.2** Effective the first full pay period following twenty-four-month anniversary, wages will increase three percent (3.00%).

**11.2 Longevity Step Increases:** All longevity step increases shall be effective the pay period including the applicable anniversary date of employment.

**11.3 Standby:** Employees placed on standby status shall be paid at the rate specified below. Standby pay shall only be paid while on standby status and shall not be paid after the employee has been called back to work. Consistent with its present practice, to the extent possible, weekend and holiday standby assignments shall be equitably shared unless other arrangements are made by mutual consent.

Standby for holidays as identified in Article 13.5.1 shall be paid at the rate specified below

	Stand by	Stand by Holiday
PAT	\$3.75	\$6.10
LPN/EST, EST-L, Rad Tech	\$4.25	\$6.10
RN	\$6.00	\$6.10

**11.3.1 Low Census Standby:** Employees may be assigned to either a straight low census or low census standby for either a partial shift or for the entire shift. If the employee assigned LCD standby returns to work at any time during their regularly scheduled shift, they are paid at one and one-half times (1 1/2) call back for the hours worked. An employee who reports to work after a partial day straight time LCD is paid straight time for the remainder of their regularly scheduled shift. Management reserves the right to cancel the standby LCD employee before the straight time LCD employee for the remainder of the shift.

**11.4 Callback:** If a regularly scheduled full-time or part-time employee is called back or called in to work while on standby status, such employee shall be paid for all hours worked at one and one-half (1 1/2) times the regular rate of pay with a minimum guarantee of three (3) hours.

**11.5 Shift Differential:** All employees who work the second (evening) shift and those who work the third (night) shift shall be paid a shift differential per the table below in addition to their day rate of pay. Second shift shall be defined as hours falling between 3:00 pm and 11:00pm. Third shift shall be defined as hours falling between 11:00 pm and 7:00 am. If a

majority of an employee's hours fall within the second or third shift, the employee shall receive appropriate shift differential pay for the entire shift worked.

	Evening Shift	Night Shift
PAT	\$1.80	\$2.55
LPN/EST, EST-L, Rad Tech	\$2.30	\$3.30
RN	\$3.00	\$5.50

**11.6 Recognition for Past Experience:** Employees hired during the term of this Agreement shall be given full credit for continuous recent experience. Recent continuous experience shall be defined as comparable experience in an accredited hospital without a break in experience which would reduce the level of skills in the opinion of the Employer based on established criteria.

**11.7 Lead Pay:** Lead persons shall receive one dollar and seventy-five cents (\$1.75) above the employee's base rate of pay. Lead pay includes any LPN, EST or EST-L preceptor duties that may be assigned. Lead pay and preceptor pay will not pyramid for the same hours.

**11.8 Preceptor Pay:** An EST, EST-L, LPN employee assigned preceptor duties will be paid an additional one dollar (\$1.00) per hour while performing such duties. An RN assigned preceptor duties will be paid an additional two dollar (\$2) per hour while performing such duties. Lead or charge pay and preceptor pay will not pyramid for the same hours.

**11.9 Weekend Premium Pay:** Any employee who works on a weekend shall receive the specified differential below for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.  
What is the total

	Weekend Premium
PAT	\$1.90
LPN/EST, EST-L, Rad Tech	\$2.65
RN	\$4.25

**11.10 Charge Nurse Pay:** Any registered nurse assigned as a charge nurse shall receive a premium of three dollars and twenty-five cents (\$3.25) per hour.

**11.11 BSN, MN, MSN or PhD Premium:** Nurses who provide satisfactory proof of completion of a Bachelors of Nursing (BSN), Masters of Nursing (MN), Masters of Science in Nursing (MSN

or PhD in Nursing shall be paid a premium of one dollar per hour (\$1.00/hr.) effective the first full pay period following receipt of proof of degree completion in Human Resources.

**11.12 Rest Between Shifts:** The Employer shall continue to exercise its best efforts to give employees a rest period of at least eleven (11) hours between shifts. In the event an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked during that second shift shall be compensated at one and one-half (1 1/2) times the regular rate of pay. This provision shall not apply to standby and call back assignments.

**11.13 Low Census Days:** The Employer will notify employees of low census at least two (2) hours prior to the beginning of their scheduled shift. When an employee is placed on low census, the employee shall not be expected to be available to report for duty during that shift if called unless they have been placed on low census standby. If the employee is called in to work from low census standby, they shall receive one and one-half (1 1/2) times their regular rate of pay for a minimum of four (4) hours.

**11.13.1** In the event of a low census condition, the Employer will determine if a need for the employee's services exists in another OCED.

**11.14** Per Diem employees will receive a premium of fifteen percent (15) above their base rate in lieu of all benefits.

**11.15 Certification Premium:** Registered nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour, provided the particular certification has been approved by the nurse manager, or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. If a nurse is involuntarily transferred to a position in which the nurse is not working in the area of certification, the nurse will continue to receive this premium until the nurse's certification expires.

## ARTICLE 12 – PTO/EIT

**12.1 Accrual:** Full and regular part-time benefited employees shall receive Paid Time Off (PTO) and Extended Illness/Injury Time (EIT) based upon hours paid (up to 2080 per year) in accordance with the following schedules:

Years of Service	Total PTO and PTO-WS Sick	Annual PTO	PTO Accrual per hour	PTO Bank Maximum	PTO-WS Sick Accrual per hour	Annual Maximum PTO-WS Sick*	Annual EIT	Accrual per hour
0-4	200	148	.0712	348	.025	52	48	.0231
5-9	240	188	.0904	428	.025	52	48	.0231
10-19	280	228	.1097	508	.025	52	48	.0231
20+	320	268	.1289	588	.025	52	48	.0231

\* Maximum annual carry-over (see Article 12.3.5)

**12.2 Rate of Pay:** PTO and EIT shall be paid at the employee's regular rate of pay

**12.3 Access to PTO Accrual:** PTO accruals are to be accessed for all absences except for those that meet EIT criteria as set forth herein. Employees may use their PTO and PTO WS-Sick banks interchangeably. An employee will receive pay of no less than their assigned FTE each pay period by the combination of hours worked and access to available accruals.

**12.3.1 Requirement to Access Accruals:** Employees are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event an employee may choose to either utilize accruals or to take cut hours. (Employees may not access accruals when they are off work due to a disciplinary suspension).

**12.3.2 Negative Balances:** Employees may not access accruals that would result in a negative balance. (Employees will be denied vacation requests if their projected PTO balance would not contain sufficient accruals to cover the requested time off. In this situation, an employee may request an unpaid leave of absence).

**12.3.3 Leave of Absence:** Access to accruals during a leave of absence must be taken at the employee's assigned FTE. (An employee may not access accruals at a lower or higher amount than their assigned FTE during a leave of absence.)

**12.3.4 Unpaid Time off:** All accruals must be exhausted prior to taking unpaid time off (unless eligible for EIT access).

**12.3.5 PTO WS-Sick Year-End Cap:** PTO WS-Sick accruals are job-protected time off accruals granted to provide employees with paid sick time off in accordance with Washington State Paid Sick Leave law and local city ordinances. PTO WS-Sick will accrue without limit during the calendar year. At the conclusion of the final pay period of each calendar year, the PTO WS-Sick bank shall reduce to fifty-two (52) hours of accrual maximum as a carry-over balance into the first pay period of the subsequent calendar year.

**12.4 Access to EIT accruals:** The purpose of Extended Illness/Injury Time (EIT) is to provide coverage to an employee for extended absences from work as a result of illness or injury of the employee or to care for the illness or injury of a family member as required by Washington State Family Care Act. PTO, PTO Sick or EIT (if applicable) may be used for:

- Child of the employee with a health condition that requires treatment or supervision.
- Spouse or domestic partner (same or opposite sex)
- Parent
- Parent-in-law
- Grandparent (of the employee) who has a serious health condition or an emergency condition.

**12.4.1 Eligibility for Access of EIT:** Employees may access their EIT accruals once they have missed their 17th consecutive scheduled hour of work. In this event, the employee's access to EIT will commence from the 17th hour of work forward and will not be applied retroactively to the first (1st) through sixteenth (16th) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization (exclusive of Emergency Room visits), the employee's on-the-job injury, chemotherapy treatment, radiation treatment, or outpatient surgery of the employee. Immediate access to EIT for outpatient surgery is available when the surgery plus recovery period is 3 days or more (as verified by physician certification). This immediate access will apply even when the days of recovery are not on scheduled work days. Physician certification of the outpatient surgery or inpatient hospitalization will be required in order for the employee to gain immediate access to EIT accruals.

**12.4.2 Workers' Compensation Access:** Employees who will receive time loss compensation under MultiCare's Worker's Compensation program may supplement their time loss payments by accessing limited accruals, up to the amount of the employees pay for the hours the employee would have worked had the employee been available to work. The employee may choose to use PTO, PTO Sick or EIT to supplement time loss payments.

**12.4.3 Worker's Compensation Light Duty EIT Access Exception:** Employees who have returned to work on light duty may immediately access EIT (without the waiting period) for time away from the light duty assignment for medical appointments or treatment for the work-related injury or illness. This immediate access to EIT without the waiting period for work-related injury or illness will no longer apply once the employee returns to regular status.

**12.4.4 Non-Worker's Compensation Re-injury/Relapse:** When an employee attempts to return to work and, within forty-eight (48) hours of that return to work, is unable to continue to work due to the same illness or injury (of themselves or of the family member pursuant to State and/or Federal law) which had precipitated their absence, if EIT had been accessed previously, EIT may be accessed again despite the break in consecutive scheduled hours off. EIT may not be utilized retroactively, but from the seventeenth (17<sup>th</sup>) missed work hour forward.

**12.4.5 Family Leave:** EIT may be accessed for any period of disability associated with pregnancy or disability caused by miscarriage, abortion, childbirth, and recovery there from and in accordance with the criteria set forth herein, so long as appropriate medical certification is submitted reflecting the length of the disability period. However, EIT may not be accessed for the non-disability portion of maternity / paternity or family leave.

**12.5 Premium Pay and PTO or PTO Sick Access for Holiday Work:** Any hourly employee who works on a designated Holiday will be paid time and one-half (1 1/2) for all hours worked on that day. In addition, employees may also access their PTO or PTO Sick accruals for up to their regular shift length on any designated holiday. Holiday work shall be equitably rotated.

**12.5.1 Designated holidays are:**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**12.6 Termination of Benefits:** Cash out of accruals will be paid to employees who terminate in good standing or who change to non-benefit eligible status:

- PTO accruals paid at 100%
- EIT bank accruals are paid at 25% of the balance over 240 hours.

**12.6.1 "Good Standing" Defined:** An employee is not "in good standing" if they are being discharged for cause, if they have given insufficient notice of resignation in accordance with contractual or HR policy requirements or have failed to work out their notice period (i.e., calling in short notice for remaining shifts absent a medical certification).

**12.6.2** EIT is not available to employees on a scheduled vacation or during the period of notice of termination of employment, except when the employee is hospitalized or treated by a physician and provides documentation of the treatment.

**12.7 PTO Cash Out Option.** During February and August of each year, employees with a PTO balance greater than eighty (80) hours may choose to cash out up to eighty (80) hours of their PTO balance such that their balance does not drop below eighty (80) hours.

**12.7.1** During November of each year, an additional cash out period shall be had but only PTO WS Sick may be cashed out.

**12.8 PTO/EIT Donation:** An employee with a PTO balance equal to or greater than forty (40) hours or an EIT balance equal to or greater than two hundred forty (240) hours can donate up to sixty (60) hours per year of their PTO or EIT to another employee who has a qualifying illness under the PTO donation policy who is benefit eligible, and who has exhausted their PTO and EIT accruals. The rate of pay for a donated hour of PTO or EIT is the donor's rate. However, the donating employees' PTO balance must not drop below twenty-four (24) hours.

**12.9 Scheduling:** Employees are requested to provide as much notice as possible. Employees are asked to submit PTO/vacation requests by March 1 of each year for the May 15 through January 1 timeframe. Employees shall be notified of PTO/vacation approval/denial by March 31. Such PTO/vacation requests shall be granted on the basis of seniority. PTO/Vacation scheduling around holidays will be equitably rotated.

For PTO/vacation requests to have time off from January 1 to May 15, the Employer will respond within thirty (30) days of request. PTO/vacation will be granted on a first come, first serve basis. For PTO/vacation requests made after March 1, the Employer will respond in writing thirty (30) days of the receipt of the request. After March 1, PTO/vacation will be



granted on a first come, first serve basis. A PTO/vacation request is required in writing at least thirty (30) days in advance of time off.

As an alternative to the above, employees can work with their leadership to implement a PTO/Vacation selection system that works for their department. Such system must be implemented by mutual agreement.

**12.9.1 Loss of PTO Leave:** An employee will not lose accrued PTO leave if the employee was not given a reasonable opportunity to use it.

**12.10 Short Notice Requirements:** In case of illness or other personal emergency requiring a short notice absence, the employee is required to notify their supervisor or designee immediately, but not less than two (2) hours prior to the beginning of their shift.

## **ARTICLE 13 – BENEFITS PLAN**

**13.1 Flexible Benefits (Medical, Dental and Life) Insurance:** For new hires and transfers into the bargaining unit, benefits eligibility shall be effective beginning the first of the month following thirty (30) days of continuous employment as a benefits eligible employee. All full time and all part time employees regularly scheduled to work twenty (20) or more hours per week (0.50 FTE) shall be eligible for the Employer's flexible benefits insurance plan providing medical, dental and life insurance benefits.

Employees will have the option of participating in a MultiCare sponsored Wellness Program, when available.

**13.1.1** Part-time employees regularly scheduled to work twenty (20) or more hours per week and desiring medical, dental and life insurance may sign up for the Hospital's flexible benefits plan and the Hospital will pay for one-half (1/2) of the employee-only premium, with the remainder to be paid by the employee.

**13.1.2 Health Plan Premiums:** The Employer will maintain the current health plan premium rates through 2025. For plan year 2026 & 2027, the Employer agrees that any premium increases will be shared equally by the employee and the Employer, except that the employee share of the increase shall not exceed a maximum of thirty dollars (\$30) per month, and in no event will bargaining unit employees be required to pay premium rates that exceed the rates paid by non-represented employees. For future plan years, in no event shall bargaining unit employees be required to pay premium rates that exceed the rates paid by non-represented employees.

**13.2 Retirement Plan:** Employees shall participate in the Employer-sponsored Retirement Account Plan on the same basis as Puget Sound Region employees and in accordance with the governing Plan document.

**13.3 Life Insurance:** The level of benefits under the Employer's Group Life Insurance Plan in effect on the effective date of this Agreement, as those benefits relate to bargaining unit employees, shall not be reduced during the term of this Agreement.

**13.4 Workers' Compensation:** Workers' Compensation insurance shall be provided by the Employer subject to employee contributions provided for in the present Industrial Insurance Act or as subsequently amended.

**13.5 Unemployment Compensation:** Unemployment compensation shall be provided by the Employer as provided by law.

**13.6 Plan Changes:** Participation in medical, dental and any other benefits set forth in this article shall be subject to the plan's specific eligibility requirements. In the event the Employer proposes a modification of its current Plans or provides an alternative Plan(s) the Employer will negotiate the proposed Plan changes with the Union. The Employer shall notify the Union at least ninety (90) days prior to the benefit election period.

**13.7 Pay in Lieu of Benefits Differential:** In lieu of benefits except for shift differential, callback pay, standby pay, holiday pay if worked, and longevity steps, an employee with less than a 1.0 FTE may elect a fifteen percent (15%) per diem premium. This election must occur within the first ten (10) days of employment or during the Employer's annual enrollment period, or in the event of a substantial change in family status or employment status which changes an employee's eligibility for medical insurance coverage. The term "benefits" shall include but not be limited to PTO and EIT (Article 12), Paid Leaves of Absence (Article 10) and Benefit Plans (Article 13).

## **ARTICLE 14 - MANAGEMENT RIGHTS**

**14.1** The Union recognizes the rights of the Employer to operate and manage the Off Campus Emergency Department (OCED), including but not limited to the rights to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend limit, contract out or curtail the whole or any part of the operation; to select, hire classify, assign, promote or transfer employees; to discipline, demote, suspend or discharge employees for cause, to lay off and recall employees; to require reasonable overtime work of employees; and to promulgate and

enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the OCED, shall not be exercised so as to violate any of the specific provisions of this Agreement.

**14.1.1** The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

**14.1.2** Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

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

## **ARTICLE 15 – GENERAL PROVISIONS**

**15.1 General Provisions:** The parties acknowledge that during the negotiations that resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the results and exercise of that right and opportunity are completely set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

**15.2 Effect of Invalidity:** This Agreement shall be subject to all future and present applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

## **ARTICLE 16 – NO STRIKE/NO LOCKOUT**

**16.1 No Strike:** It is recognized that the OCED is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is

imposed upon both the employee and the Union. During the term of this Agreement, there shall be no strikes, including any sympathy strikes, work stoppages, picketing, hand-billing, walkouts, slowdowns, boycotts or any other activity that interrupts or impedes work, or the delivery of goods, services or patients to the Employer. No officers or representatives of the Union shall authorize, instigate, aid or condone such activity. In the event of any such activity, the Union and its officers and agents shall do everything within their power to end or avert the same. Any employee participating in any of the activities referred to above, including the refusal to cross a picket line posted by any other labor organization or any other party, may be subject to discipline.

**16.2 No Lockout:** The Employer shall not engage in any lockout during the term of this Agreement.

## **ARTICLE 17 – DURATION**

**17.1 Expiration:** This Agreement shall be effective upon the date of ratification and shall remain in full force and effect for the three calendar years following, and annually thereafter unless either party serves notice on the other to amend or terminate the agreement by giving written notice to the other party not less than ninety (90) days in advance of the expiration date.