

**OPEIU LOCAL 8/PROVIDENCE REGIONAL MEDICAL CENTER EVERETT
CONTRACT NEGOTIATIONS**

TENTATIVE AGREEMENT

3/15/16

1. PREAMBLE

Revise to read:

This Agreement is made and entered into this ~~11th day of December 2012~~ 31st day of March 2016 by and between PROVIDENCE REGIONAL MEDICAL CENTER EVERETT (PRMCE), its successors and assigns, hereinafter referred to as the EMPLOYER, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION. The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, conditions of employment and regulations affecting the members of the bargaining unit. (TA 9/18/15)

2. ARTICLE 2 – UNION SECURITY

Section 2.3 BARGAINING UNIT ROSTER. – Revise to read:

The Employer shall supply to the Union monthly a list of all employees covered by this Agreement including their classification, department, rate of pay, hours worked, FTE status, hire date, employee identification number, shift, ~~work email,~~ mailing address, ~~and~~ telephone number and personal email address on file in the Employer's HRIS system. (TA 1/25/16)

3. ARTICLE 3 – UNION REPRESENTATION

Section 3.1(b) – To read:

One (1) shop steward will be allowed ~~fifteen (15)~~ thirty (30) minutes paid release time to meet with new employees during each new employee orientation. The Employer will provide a list to the Union via electronic mail of new bargaining unit employees with a FTE (including their name, job classification and department) before orientation. The list will be provided no later than the end of the business day on the Thursday before the Monday orientation. (TA 10/27/15)

Section 3.3 BULLETIN BOARDS – To Read:

The Union shall be allowed access to and use of bulletin boards designated by the Employer for the purpose of posting official Union notices relating to Union business and a copy of all notices shall be provided to Human Resources at the time of posting. At least one (1) such bulletin board placed in an agreed upon location shall be provided on each campus in every building of the Employer where employees under this Agreement are regularly assigned to work. Methods of distribution will continue in accordance with the attached Protocol Agreement. (PRMCE agrees to install a bulletin board for the Union's use at Pavilion and Broadway.) (TA 3/15/16)

4. **ARTICLE 5 – DEFINITIONS**

Section 5.3 ON-CALL/PER DIEM EMPLOYEE. An on-call/per diem employee is defined as an employee hired to work on an intermittent/on-call basis, as an interim replacement or for temporary work on a predetermined work schedule involving a specific work assignment. This definition shall include all employees (including students) scheduled on an “on-call” basis. In the event that work has been performed by on-call/per diem employee(s) at the equivalent of a .5 FTE or higher for a period of six (6) months or longer, except to cover for a specific leave of absence, upon request from the employee, the position will be considered for posting in accordance with the job posting provisions of this Agreement unless the Union agrees that the continuation of the need is temporary.

On-call/per diem employees will be paid at the classification rate of pay to which they are assigned, plus the pay in lieu of benefits of twelve percent (12%). On-call/per diem employees will be paid at time and one-half (1½) for all hours worked on the holiday. An on-call/per diem employee shall be credited with past experience in determining an employee’s initial compensation. All on-call/per diem employees will receive a copy of PRMCE’s staffing policies.

A full-time or part-time employee who changes to on-call/per diem status shall retain and accrue seniority and rate of benefit accrual upon return to regular status. Any accrued paid time off shall be paid to the employee at the time the employee changes to on-call/per diem staffing status. If a benefits-earning employee elects on-call staffing status, all eligible accrued extended illness hours will be banked. Upon return to benefit earning status, all banked extended illness hours will be reinstated. Seniority shall not apply while on on-call staffing status. Regular status employees who change to on-call staffing status and subsequently return to regular status without a break in employment shall have previous seniority and benefit accruals reinstated including the time spent on on-call status. (TA 10/13/15)

5. **ARTICLE 6 – EMPLOYMENT PRACTICES**

Section 6.14 LABOR/MANAGEMENT COMMITTEE. – Revise to read:

The Employer, jointly with the selected representatives of the employees covered by this Agreement, shall establish a Labor/Management Committee to meet at least ~~every other month~~ ten (10) times in a calendar year, unless the parties mutually agree to add or cancel meetings, and discuss business issues, education and professional development as determined in an agenda comprised of topics to be submitted by both the Employer and the Union, which shall be set at least one (1) week before the meeting. The purpose of this Committee shall be to foster improved communications between the Employer and the employee staff. The function of the Committee shall be limited to an advisory rather than a decision making capacity. The Committee shall consist of representatives of management and representatives of the employees covered by this Agreement, with up to six (6) from each group. Employee Committee members and any mutually agreed upon employee will be paid when they attend Labor/Management Committee Meetings during their scheduled work time. Up to two (2) Union staff representatives may substitute for employee Committee members and attend at the request of the bargaining unit employees. Additional persons may attend which the parties agree are relevant to the agenda. (TA 3/15/16)

Letter of Understanding – Labor/Management Committee:

The parties agree to reinvigorate the Labor/Management Committee per Section 6.14, Labor/Management Committee. Within sixty (60) calendar days of ratification, the Labor Management Committee will reconvene and schedule training from Federal Mediation and Conciliation Services (FMCS) to cover topics such as setting agenda items, conducting effective Committee meetings and establishing problem solving methodologies. Also included in the FMCS training will be how to effectively address issues and concerns regarding staffing. The parties agree to make staffing a standing meeting agenda item.

Staffing Concerns

Employees who have concerns about staffing may address those concerns under the following process:

- Employee(s) who have staffing concerns (related to staffing levels or excessive workloads) are encouraged to document their concerns and address the issues directly with their supervisor/manager.
- After doing so, any employee(s) who are not satisfied with the supervisor/manager response to the staffing concern or if the employee(s) does not receive a response within twenty-one (21) calendar days, they may take their concerns to their Union Representative to request the issues be taken to the Labor/Management for inclusion on a meeting agenda.
- Up to two employees from any department affected will attend a Labor/Management Committee meeting, at a time when approved for the agenda, to discuss their concerns.
- The Labor/Management Committee shall discuss the concerns and shall make written recommendations to the Director of the impacted or affected department and the Human Resources Director on ways to resolve the issues. Responses to the recommendations will be presented to the Labor/Management Committee members in writing within thirty (30) calendar days of receiving the recommendations.

PRMCE may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor/Management Committee; or, an employee who notifies the Labor/Management Committee or hospital administration about concerns about staffing.

(TA 3/15/16)

6. ARTICLE 7 – SENIORITY

Section 7.6(a) NURSING DEPARTMENTS. – Revise to read:

- 1) CCU, CSSU
- 2) NICU
- 3) PEDs

- 4) FMC (Mother Baby L&D, Lactation, Post Partum Clinics), MFM
 - 5) Emergency Department
 - 6) 3A, ~~4A~~, 5A, 6A, 7A, **8A**, CEU, Inpatient Rehab, 2 North Med/Surg, Resource Team, 6N, 7N, 8N/S, 10N/S
 - 7) Behavioral Health, Intervention Center
 - 8) AM Admit, PACU – Colby & Pacific, ~~Pacific~~, Admissions/PACU Colby, PASC, Triage, Endo/Medical Short Stay, ~~CVL~~ D2N, D3N
 - 9) CVL, Interventional Radiology
 - ~~10) Care Management~~
 - 10) Discharge Transition Planning
 - 11) Radiation Oncology
 - 12) IV Therapy
 - 13) OR Colby/Pacific
 - 14) Infusion
 - 15) Breast Center
- (TA 2/19/16)**

Section 7.9(d) – Revise to read:

Employees whose hours have been mandatorily reduced may notify the Employer in writing each month of their availability to work temporarily available extra hours within their classification and cost center. In order of seniority and subject to the employees' availability to perform the work at straight-time pay and competence to perform the work, they shall be utilized before other employees for such work.

Employees who choose severance shall be ineligible for recall rights specified in Section 7.7 above and shall be considered to have terminated their employment. The number of employees electing severance pay will not exceed the number of employees laid off. In the event more employees request severance, seniority shall control.

Weeks of severance pay shall be paid at the employee's regular rate of pay at the time severance is elected and at forty (40) hours pay per week, pro-rated for part time employees. Years of service for purpose of this section shall be defined as 2080 paid hours within the Providence Health & Services System.

(TA 1/26/15)

7. ARTICLE 8 – GRIEVANCE AND ARBITRATION

Section 8.2 PROCEDURE.

Step 1 – Employee, Shop Steward, Union Representative and Immediate Manager

The employee, shop steward and Union Representative, if requested by the employee or manager, shall first attempt to resolve the problem immediately with the employee's immediate manager

and in no event later than fourteen (14) calendar days from the date the employee was aware that a grievance existed. The grievance will be in writing and may be submitted by fax, personal email (in compliance with PRMCE's policy on electronic communications) or U.S. mail. If a grievance is submitted by email, a hard copy shall be delivered to the Employer within seventy-two (72) hours. ~~The immediate manager shall be given fourteen (14) calendar days from receipt of the hard copy to respond to the grievance. A representative from Human Resources may attend the Step 1 meeting.~~ Upon receipt thereof, the immediate manager or the Employer's designee shall attempt to resolve the problem. Should the manager or the Employer's designee and the employee require a meeting to resolve the grievance, a Shop Steward and/or Union Representative may attend the meeting at the employee's request. A Human Resources Representative may also attend any such meeting. If a meeting is necessary, the parties will make every effort to schedule the meeting within twenty (20) calendar days from the date the grievance was filed. All relevant and necessary basic information requested by either party shall be provided at least five (5) calendar days before the grievance meeting. ("Basic information" includes, for example, a copy of the employee's disciplinary action and previous related disciplinary actions, the applicable policy, a copy of the employee's time card for the current and previous pay period and/or any readily available supporting documentation resulting in disciplinary action, etc., but does not include, for example, information on "comparable" or "similarly situated" employees or time cards for multiple pay periods, etc.) Following the meeting, the immediate manager or the Employer's designee will provide a written response to the grievance within fourteen (14) calendar days after the meeting. (TA 3/15/16)

8. ARTICLE 9 – HOURS OF WORK AND OVERTIME

Section 9.4(a) – Revise to read:

Overtime shall be compensated at the rate of one and one-half (1½) times the straight-time hourly rate of pay for all time worked beyond the normal workday of eight (8) or more hours, beyond forty (40) hours in a seven (7) day workweek or beyond eighty (80) hours within a fourteen (14) day period. All consecutive time worked in excess of twelve (12) hours (or after fourteen [14] hours for employees working twelve [12] hour shifts) shall be paid at double (2x) the employee's regular rate of pay. All hours worked on the seventh (7th) consecutive day ~~that an employee works~~ shall be paid at time and one-half (1½) the employee's regular rate of pay provided that the seventh (7th) day overtime does not apply to employees who work the seventh (7th) consecutive day as a result of working a regular or employee requested schedule, or who trade shifts. Employees who sign up for extra shifts and work a seventh (7th) consecutive day are entitled to overtime. Any additional consecutive days worked beyond the seventh (7th) day will be paid at the appropriate rate of pay required by law and/or this Agreement. ~~This seventh (7th) day premium will not apply to employees who volunteer for the seventh (7th) day.~~ Overtime shall include shift differential if applicable. Time that is paid but not worked will not count as time worked for the purpose of determining and computing overtime. (TA 3/15/16)

Section 9.8 ADDITIONAL HOURS – Revise to read:

Assuming skill and competency are not an issue, the Employer will first offer additional scheduled hours to qualified employees within the classification and department who have lost hours due to involuntary low census during the current or prior posted work schedule, whose hours have been mandatorily reduced or part-time regular employees wanting to work additional hours and who have submitted a written request for additional hours. Subject to scheduling requirement and the

qualifications required of the task to be performed, regular part-time employees who notify their supervisor in writing prior to the posting of the work schedule that they want extra hours within their classification and department for that schedule shall be given an opportunity to work extra available ~~shifts~~ hours prior to calling in on-call employees. Additional hours will only be assigned if the employee is able to work the hours on a straight-time basis without incurring overtime.

Bargaining unit employees in a department with un-filled hours on the monthly work schedule when posted shall be provided at least seven (7) calendar days after the posting and prior to the beginning of the posted schedule to sign-up to work such available hours. All assignments of work to cover these unfilled hours shall be by seniority in accordance with this Agreement.

(TA 3/15/16)

9. ARTICLE 10 – SALARY AND COMPENSATION

Section 10.1 WAGE SCHEDULE. – See Appendix “A.”

10. ARTICLE 13 – INSURANCE/RETIREMENT

Section 13.2(a) Medical Premium. Premiums paid by the Employer (based on core plan) will be based on benefit eligibility (.5 – 1.0 FTE).

~~Eligible employees in assigned FTEs of .5 – 1.0 will receive benefits at no premium cost for the employee portion of the core plan subject to the completion of the Employer’s wellness initiative program. The Employer will cover fifty percent (50%) of the premium cost of dependent benefits for the core medical plan and twenty five percent (25%) for the core dental plan. Employees will be responsible for the portions of dependent medical and dental premiums not paid by the Employer.~~

~~Effective January 1, 2014, employees in assigned FTEs of .75 – 1.0 will receive benefits at no premium cost for the employee portion of the core plan (the Health Savings Account) provided employees participate in the Employer’s wellness initiative program. The Employer will pay a minimum of fifty percent (50%) of the premium cost of dependent benefits for the core medical plan provided adult dependents participate in the wellness initiative. The Employer will also contribute twenty five percent (25%) of the premium cost for the core dental plan. Employees in assigned FTEs of .5 – .74 will receive benefits equal to at least seventy percent (70%) of the premium cost received by .75 – 1.00 FTE employees. Employees will be responsible for the portion of dependent medical and dental; premiums not paid by the Employer.~~

FTE 0.75 – 1.0: Employees in assigned FTEs of .75 – 1.0 will receive benefits at no premium cost for the employee portion of the core plan (the Health Savings ~~Account~~ Medical Plan (HSA)) provided employees participate in the Employer’s wellness initiative program. The Employer will pay a minimum of ~~fifty percent (50%)~~ seventy percent (70%) of the premium cost of dependent benefits for the core medical plan provided adult dependents participate in the wellness initiative. The Employer will also contribute ~~twenty five percent (25%)~~ a minimum of thirty percent (30%) of the premium cost for the core dental plan.

FTE 0.5 – 0.74: Employees in assigned FTEs of .5 - .74 will receive benefits equal to at least seventy percent (70%) of the premium cost received by .75 – 1.00 FTE employees for the core plan. The Employer will cover fifty percent (50%) of the premium cost of dependent benefits for

the core medical plan and twenty-five percent (25%) for the core dental plan. Employees will be responsible for the portion of dependent medical and dental; premiums not paid by the Employer. (effective date – 2017 Benefit year) (TA 3/15/16)

11. ARTICLE 23 – DURATION OF AGREEMENT

Revise to read:

All terms and conditions of this Agreement will be effective upon execution, unless otherwise specified. This Agreement shall remain in effect through October 31, ~~2015~~ 2018 and from year to year thereafter unless either party hereto 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 October 31, ~~2015~~ 2018. (TA 3/10/16)

12. APPENDIX “A” – SALARY AND COMPENSATION – Revise to read:

Effective the first full payroll period following ratification, continue existing step increase of approximately two percent (2%) in addition, a lump sum bonus of \$400 for each bargaining unit member employed at ratification, less required withholdings to a 3% across-the-board increase to all employees.

Effective the first full payroll period following ratification, bargaining unit employees who are employed on the date of ratification and date of payout will be paid a one-time lump sum bonus of \$600.00 (pro-rated based on the employee’s assigned FTE), less lawful and required withholdings.

Effective the first full payroll period following ratification, the job classification of Lab Assistant II shall be created at \$0.50 per hour above the Lab Assistant pay rates.

Effective the first full payroll period following ~~January 1, 2013~~ October 31, 2016, continue existing step increase of approximately two percent (2%) in addition, a lump sum bonus of \$400 for each bargaining unit member employed at ratification, less required withholdings to a 3% across-the-board increase to all employees.

Effective the first full payroll period following October 31, ~~2013~~ 2017, continue existing step increase of approximately two percent (2%) in addition to a 3% across-the-board increase to all employees.

Market Adjustments

Effective the first full payroll period following October 31, 2016, the following market adjustment/upgrades increases, in addition to the across-the-board increases, will be applied:

- Patient Support Technician 5.0%
- Clinical Data Analyst Surgical Svc 4.0%
- Clinical Data Trauma Analyst 4.0%
- Cancer Registrar Sr. 8%
- Facilities Technician 3%
- Engineer 4.5%

- Engineer II 4.5%
- Carpenter 4.0%
- Painter 4.0%
- Emergency Room Tech 7.0%
- Health Unit Coordinator 7.0%
- Health Unit Coordinator/CAN 7.0%
- Nurse Assistant Certified 7.0%
- Client Services Assistant 3.0%
- Lab Technical Assistant 3.0%
- Coder Abstractor I, II 3.0%

Effective the first full payroll period following April 1, 2017, the following market adjustment/upgrades increases.

- Environmental Services Tech 1.5%
- Floor Technician 1.5%
- Switchboard Operator 3.0%
- Engineer 4.5%
- Engineer II 4.5%
- Carpenter 2.0%
- Painter 2.0%
- Admitting Representative 2.0%

Effective the first full pay period following October 31, 2017, 3% across-the-board increase.

~~Effective the first full payroll period following April 30, 2014, continue existing step increase of approximately two percent (2%) in addition to a .5% across the board increase to all employees.~~

~~Effective the first full payroll period following April 30, 2015, continue existing step increase of approximately two percent (2%) in addition to a .5% across the board increase to all employees.~~

~~Effective the first full payroll period following October 1, 2015, continue existing step increase of approximately two percent (2%) in addition to a 1% across the board increase to all employees.~~

13. MISCELLANEOUS

- 1) Section 6.13 Policies and Procedures. – The Employer agrees to negotiate modifications to the Solicitation & Distribution Policy and the Fitness for Duty Policy with OPEIU Local 8 to the extent required by law, and to meet and discuss with the Union other concerns with those recent policy changes, within sixty (60) days following Contract ratification. (TA 3/15/16)
- 2) Placement on the wage scale of “Equipment Technician/Cleaning Tech” at Pay Grade 14A and “PASC Admission Tech” at Step 20. (TA 3/15/16)
- 3) PRMCE will use the grievance procedure to resolve wage placement of the newly created job classification of Staffing Specialist/Timekeeper/Staffing Coordinator. (TA 3/15/16)
- 4) PRMCE will resume providing for annual TB testing. PRMCE will continue to offer TB skin

testing to employees who request it, free of charge, until further notice. The policy for required TB testing can be found at <https://pstat-live-media.s3.amazonaws.com/pdf>

**LETTER OF UNDERSTANDING
BETWEEN
PROVIDENCE REGIONAL MEDICAL CENTER EVERETT
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8**

~~**Bulletin Boards:** The parties agree that the Labor Management Committee will discuss the addition of more bins and review the locations of all bulletin boards at the first meeting in 2013.~~

~~**Maintenance Plant Operations Department Shift Bids:** Employees in the Maintenance Department shall bid shift changes based upon their department seniority.~~

The Union has represented and agreed that Maintenance is and will be the only department desiring departmental seniority for shift bid. Department seniority for shift bids will therefore not be considered for any other department.

~~**Health Care Assessments:** The purpose of the online health assessment is to help employees find out what actions to take in order to maintain or regain personal health. It is not intended to be used to differentiate premiums among employees. The health care assessment information is confidential. The information is retained by a third party administrator. PRMCE does not have access to individual information gathered through your health care assessments and biometric screenings.~~

~~**Safety Committee:** Safety training to perform required duties shall be addressed by the next Safety Committee meeting following ratification of the Agreement.~~

~~**Employees with a FTE of .5 – .74:** Employees with a FTE of .5 – .74 as of the date of ratification may submit a written request to meet with the Employer, and their union representative (if available), to determine if they are interested in an increased FTE. The written request must be received on or before April 1, 2013. The Employer agrees to use its best efforts to identify opportunities for the employee to increase his or her FTE.~~

~~Employee with a .5 – .74 FTE at ratification and on January 1, 2014, will receive a \$500 bonus (less withholdings) in the first full pay period following January 1, 2014.~~

~~**Medical Premium:** For benefit year 2014 only, the parties agree that Article 13.2(a) only may be opened for bargaining if part-time employee percentages increase by more than seven percent (7%) from the previous 2013 benefit year under the HSA or HRA. If the Union asks to bargain within ten (10) days of receiving notice of the increase, the parties will meet in ten (10) days and will make a good faith effort to complete bargaining in thirty (30) days with mediation if requested by either party. All other provisions in the contract remain in full force and effect.~~

Attendance Policy: Employees required to leave work and/or remain at home by the Employer due to a contaminating exposure on-the-job or due to a work related illness or injury, will not receive an “occurrence” under the attendance policy.

Training: Staff will be provided with job related safety training during orientation. Training times may vary depending on the employee’s education, training and experience. Additional safety training will be provided in appropriate circumstances. PRMCE and the Union will work collaboratively to identify bargaining unit positions where Management of Aggressive Behavior (MOAB) and/or Preventing and Managing Aggressive Behavior (PMAB) training is necessary. (TA 1/25/16)

Miscellaneous: Bargaining Team Members will continue to accrue seniority hours while attending contract negotiations during their regularly scheduled hours of work. The Union will report these seniority hours to Human Resources on or before ratification.

Step Increases Process Revision:

The parties agree to the following interpretation of the provisions of Appendix “A” pertaining to “Experience Level Advancement:”

1. Definitions:
 - a. “Anniversary Date” means an employee’s most recent date of hire.
 - b. “Hours Counter” is the recorded accumulation of hours (worked or paid) since a stated event.
 - c. “Transition Implementation Date: is [date to be established, at least four (4) months from the execution of this Letter of Understanding (LOU)].
 - d. “Transition Period” is a one (1) year period beginning on the transition implementation date.
2. Between [date of execution of LOU] and the Transition Implementation Date, all employees will continue to receive their step increases as per the language in the 2012 – 2015 contract.
3. Commencing on the Transition Implementation Date, PRMCE will institute a one-time implementation process with the intent of aligning step increase dates with one’s anniversary date going forward. During the Transition Period, the following method will be followed:
 - a. Each employee in the bargaining unit will receive a step increase once they have attained (a) their anniversary date and (b) 1872 hours worked or paid since the effective date of their last step increase.
 - b. The effective date of the actual increase and the date on which the Hours Counter will be reset will be the beginning of the first pay period following (a) or (b), whichever is later.
 - c. On that date, the Next Step Increase Date will be set to the employee’s Next Anniversary Date.

- d. The Hours Counter will be reset to the employee's Last Anniversary Date.
 - i. This will result in a credit of hours between the employee's Last Anniversary Date and the Current Step Increase (only for the Transition Year).

- e. For Part-time and Per Diem employees who do not meet the criteria for a step increase during the Transition Period:
 - i. The Next Step Increase Date will be set to the employee's Next Anniversary Date.
 - ii. The Hours Counter will not be reset until the employee meets 1872 hours.
 - iii. Once the employee meets both requirements to receive a step increase:
 - 1. The Next Step Increase Date will be set to the Next Anniversary Date.
 - 2. The Hours Counter will be reset to the beginning of the payroll period when the step increase occurred.

- 4. The Union acknowledges that as of the date of ratification, there are no pending grievances or unfair labor practice charges relating to interpretation of the relevant provisions of this agreement. The Union agrees that it will not file any such actions in the future challenging an interpretation of these provisions that arose prior to ratification of this LOU.

(TA 3/15/16)

This Agreement is executed this 11th ___ day of ~~December 2012~~ _____ 2016.

(TA 1/13/16)