# Agreement by and between UFCW 3000 

and Forks Community Hospital

## Tech/Service Unit

Effective through 6/30/2026


Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

# WEINGARTEN RIGHTT Your Right to Union Representation 

You have the right to union representation if you are called to a meeting with management that could lead to discipline.
"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."

## Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.

Management cannot retaliate against an employee requesting representation.
Management must delay questioning until the union steward arrives.
It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

## Discipine? Contract violations? <br> Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.
Call the Member Resource Center at: 1-866-210-3000

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# COLLECTIVE BARGAINING AGREEMENT 

## BY AND BETWEEN

# UNITED FOOD \& COMMERCIAL WORKERS INTERNATIONAL UNION <br> LOCAL 3000, UFCW, AFL-CIO 

## AND <br> CLALLAM COUNTY PUBLIC HOSPITAL DISTRICT NO. 1 FORKS, WASHINGTON

This Agreement is made and entered into by and between United Food \& Commercial Workers International Union, Local 3000 (hereinafter referred to as the "Union") and Clallam County Public Hospital District No. 1, d/b/a Forks Community Hospital (hereinafter referred to as the "Employer").

## PREAMBLE

The purpose of this Agreement is to promote positive labor relations and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment. It is intended that this Agreement will meet, among other things, the following specific purposes:

1) To provide for the highest degree of efficiency and effectiveness in the accomplishment of the mission of the Clallam County Public Hospital District No. 1;
2) To promote fair and reasonable working conditions; and
3) To adjust promptly all bona fide differences arising, between the parties, related to matters covered by this Agreement.

## ARTICLE 1: RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the exclusive representative for all employees whose classifications appear in Appendix A of this Agreement, or any modifications thereof, employed by the Employer.
1.2 The Employer agrees that new employees covered by this Agreement shall be advised of the Union's representation status. The Employer further agrees to distribute a copy of this Agreement to each new eligible employee; such copies are to be provided by the Union.

## ARTICLE 2: UNION MEMBERSHIP

2.1 Employee Rights Regarding Union Membership. The Employer will distribute the information as provided in Section 3.5, will not advise employees regarding Union membership and will refer questions in this regard to the Union. The Employer may inform employees of their rights regarding whether or not to pay dues or fees to the Union but will remain neutral on the issue of union membership.
2.2 Union Dues Deduction. During, the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form furnished by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The total amount deducted will be transmitted monthly to the Union by check payable to its order. Upon issuance of and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Employer will also send electronically and
monthly to the Membership Accounting Desk in the Seattle office, a list containing the social security number, employee name, and amount of deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee or from any requested personal information provided by the Employer to the Union.
2.3 Voluntary Political Action Fund Deduction (Active Ballot Club). During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2) per month. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for, or on account of, any deduction made from the wages of such employee. The Employer may charge an administration fee of .0025 on funds administered by Employer for this purpose each month.

## ARTICLE 3: UNION REPRESENTATION

3.1 Union Access. The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, for the purpose of investigating grievances and contract compliance at reasonable times, after notifying Hospital Administration. Access for other purposes shall not be unreasonably denied by the Employer.

The Union's representatives shall advise Employer as to which department or area the staff representative wishes to visit and will confine such visits to the department and area agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care. The Union representative shall be accompanied by a member of management when having access to any patient care area.
3.2 Shop Stewards. The Union shall have the right to select shop stewards from among employees in the bargaining unit. Shop stewards shall be recognized by the Employer when the Union has given the Employer written notice of the selection, which will be kept up to date on the bulletin boards. The cost of time spent by shop stewards (unless specifically requested by the Employer) in performing such functions shall not be borne by the Employer.
3.2.1 The Employer shall approve unpaid administrative leave, up to a maximum collective total of forty (40) hours per contract year, for shop stewards to attend Union-sponsored training programs, provided such training shall meet the requirement of mutual benefit to the Employer and the Union. The Union shall furnish the Employer with a copy of the general program outline for such training to justify requests for administrative leave under this section.
3.3 Negotiations. Subject to notification by the employees to their appropriate supervisor and scheduling requirements, negotiating team members shall be given unpaid release time for joint negotiations. Time spent in negotiations will not affect benefit status. Employees shall be allowed to use PTO for negotiations at their discretion, up to their FTE.
3.4 Bulletin Boards. The Union shall be permitted to post Union announcements and notifications signed by a recognized bargaining unit shop steward in the space provided by the Employer on employee bulletin boards at its main hospital facility (Forks Community Hospital), at its long-term care facility adjacent to Forks Community Hospital, and at any other sites where bargaining-unit employees are employed. The shop steward will be allowed access to mailboxes located in the Hospital mailroom for the Employer's facilities to place official Union announcements and notifications.
3.5 Contract and Job Descriptions. The Employer shall give each newly-hired bargaining unit employee a copy of this Agreement, a membership application and the employee's job description. The Union will provide copies of this Agreement to the Employer. Additional copies of this Agreement provided by the Union shall be available in the Human Resources Department. The Employer will make a good faith effort to periodically review/update job descriptions. It is understood that employees, in the specific job(s), will be involved in their job description revision process.
3.6 New Hire Orientation. The Employer shall provide the Union access to new hires on one of the Orientation Days, or individually during the employee's first two weeks of employment, for the purpose of introduction and orientation to Local 3000 . A bargaining unit representative, designated by the bargaining unit chairperson, shall be allowed one-half ( $1 / 2$ ) hour during the orientation session to introduce the Union contract to new employees.
3.7 Disciplinary Interviews. Employees shall have the right and may request the attendance of a Union representative during any investigatory meeting which the employee has been told may lead to disciplinary action and may request a reasonable postponement until a bargaining unit representative is available.
3.8 Employee Rosters. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union lists of all employees covered by this Agreement. The lists shall include the name, address, and the phone number, personal email address if provided by the employee, last four digits of the social security number, job classification, employee status, date of hire, hourly rate of pay, and hours worked during the previous pay period for each employee. Each month the Employer shall also send a list of new hires, their addresses, and lists of all bargaining unit employees who have terminated during that month.
3.9 Meeting Rooms. The Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.
3.10 Employee Personnel File. In accordance with Washington State law, employees shall have the right to review their own personnel file upon written request, during regular Human Resources office hours. Any time an employee disagrees with a disciplinary action imposed against them by the Employer, the employee may request to have placed in the employee's personnel file a statement containing their rebuttal to that disciplinary action. No material shall be removed from personnel files without permission from Human Resources.

## ARTICLE 4: DEFINITIONS

4.1 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continually employed by the Employer for less than ninety ( 90 ) calendar days. After ninety (90) calendar days of regular employment, the employee shall be considered to have completed the probationary period, unless specifically advised by the Employer and notification to the Union in writing of an extended probationary period of up to an additional sixty (60) calendar days. During
the probationary period an employee may be terminated without notice and without recourse to the grievance procedure. PTO and EII shall be earned from date of employment but may not be used until after the employee becomes a regular employee upon completion of the probationary period.
4.1.1 Full-time or part-time employees who change to per diem status and then return to fulltime or part-time shall not be subject to the probationary period.
4.2 Full-Time Employee. An employee who works on a regularly scheduled basis at thirty-six (36) hours per week or seventy-two (72) hours in a fourteen (14) day period, averaged over six (6) months (January/July) and who has successfully completed the required probationary period.
4.3 Part-Time Employee. An employee who works on a regularly scheduled basis at least twenty (20) hours per week or forty (40) hours in a fourteen (14) day period, averaged over six (6) months (January/July), and who has successfully completed the required probationary period. Unless otherwise provided herein, a part-time employee shall be compensated in the same manner as a full-time employee except that wages and benefits shall be reduced in proportion to the employee's actual hours worked.
4.3.1 Any part-time employee who works on a regularly scheduled basis at thirty-six (36) hours per week or seventy-two (72) hours in a fourteen (14) day period, averaged over six (6) months (January/July), will be reclassified upon written request from the employee or regular full-time status as budgeted positions are available.
4.4 Per Diem Employee. An employee who elects to work less than twenty (20) hours per week on a regular or irregular basis, averaged over six (6) months (January/July). In lieu of all fringe benefits, per diem employees shall be paid a ten percent ( $10 \%$ ) wage differential above their regular rate of pay.
4.4.1 Any per diem employee who works on a regularly scheduled basis at least twenty (20) hours per week or at least forty (40) hours in a fourteen (14) day period, averaged over six (6) months (January/July), will be reclassified upon written request from the employee to regular full-time or part-time status as determined by the Employer and budgeted positions are available.
4.4.2 Per Diem Availability. Per diem employees must be available to work a minimum of sixteen (16) hours per month to include one weekend and be available to be scheduled for one fixed holiday annually. Any employee who has not worked in at least six (6) months may be administratively terminated at the Employer's discretion. Per diem employees will receive double-time the regular rate of pay for all hours worked on holidays.
4.4.3 Election shall be made in writing to Human Resources, and may be approved at the Employer's discretion. Requests will not be unreasonably denied.
4.5 Emergency. An "emergency" as used in this Agreement is defined as any unforeseen, unplanned, or unscheduled situation that calls for prompt remedial action.

## ARTICLE 5: EMPLOYMENT PRACTICES

5.1 Discipline and Discharge. No employee who has passed their probationary period shall be disciplined or discharged except for just cause. It is the intent of the Employer to use progressive discipline when appropriate. Progressive discipline would normally be:

1) Verbal warning,
2) Written warning,
3) Suspension from work without pay,
4) Suspension of longevity increase,
5) Discharge.

Which level of discipline the Employer will use in a given situation will depend on the circumstances and severity of the employee's conduct or work performance. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge.

A copy of all written disciplinary actions shall be given to the employee. Employees shall be requested to sign the written disciplinary action for the purpose of acknowledging receipt thereof.
5.1.1 Written warning notices shall be of no effect after one (1) year, if no further written disciplinary action for any reason has occurred in that one-year period and shall be removed at the employee's request.
5.2 Floating. The Employer retains the right to change the employee's daily work assignment on a shift-by-shift basis to meet patient care needs. Employees will be expected to perform all basic functions of their job description but will not be required to perform tasks for which they are not trained to perform. If during a floating assignment an employee is asked to perform a task for which the employee does not feel qualified or trained to perform, the employee should immediately discuss the matter with their supervisor. Employees required to float within the hospital or to or from a clinic will receive orientation appropriate to the assignment. If an employee is floated to a higher classification, they will be paid for actual hours worked at the higher rate of pay. If an employee is floated to a lower job classification, they will be paid at their regular rate of pay.
5.3 Low Census. Low census is defined as a decline in patient care requirements resulting in temporary staff decrease. During periods of low census, the Employer may first send home employees receiving time-and-one-half ( 1.5 x ) pay or more, then will ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are not sufficient volunteers, the Employer will assign low census to per diem employees first, then to part-time and fulltime employees by reverse order of seniority, subject to skill, ability, and availability as determined by the Employer. Low census hours will count towards all benefit accruals. Employees may choose to use PTO for low census hours that result in a loss of hours based on their scheduled FTE (full-time equivalent) for the pay period the employee was placed on low census.
5.3.1 Whenever a full-time, part-time or per diem employee is placed on "on-call" (standby) status due to a low census situation, the employee, when called, shall not refuse to take an alternative work assignment which they are qualified to perform.
5.4 Meal/Rest Periods. All employees shall receive an unpaid meal period of one-half ( $1 / 2$ ) hour for every five hours of work. With agreement of the Employer, employees may waive a second meal period. Employees required to remain on duty during their meal period shall be compensated for such time. All employees shall be allowed a paid rest period of fifteen (15) minutes for each four hours of working time (e.g., an employee would receive two (2) paid rest periods during each shift of eight (8) hours in duration. No employee shall be required to work more than three (3) hours without a rest period. Any employee unable to take their rest break or meal period will be compensated at one and one-half $(1 / 2)$ times their regular rate of pay for the rest break or meal period.
5.5 Availability of Additional Hours. Part-time and per diem employees desiring additional hours, up to thirty-seven (37), shall notify their department head in writing and the employee will be placed on an availability roster. A copy of the request will be placed in the employee's personnel file. The Employer
shall utilize qualified part-time employees for additional hours, as they become available, prior to scheduling additional hours to per diem employees; provided, however, overtime shall not be incurred unless necessary in the judgment of the Employer. Requests will be considered on the basis of seniority and ability to do the work assigned. These additional hours shall be rotated equitably amongst all interested employees based on seniority.

An employee asked by their supervisor to work additional hours shall be removed from the availability roster in the event said employee refuses to accept a work assignment, unless the refusal is for a reason beyond the employee's control. When scheduled to work the available hours, the employee shall work such hours; otherwise, the employee will be removed from the availability roster. The employee may be reinstated to the availability roster after thirty (30) calendar days upon written request by the employee.
5.6 Weekend Work. In the event an employee is required to work either Saturday or Sunday on three (3) consecutive weekends, all time worked on the third weekend and consecutive weekends until a weekend is given off shall be paid at the rate of one and one-half $(1 / 2)$ times the employee's normal straight time hourly rate of pay, unless the employee voluntarily requests to work on the weekend, or unless the employee has been specifically hired to work weekends.
5.7 Split Shift. No employee shall be scheduled for a split shift absent of a mutual agreement between the employee and their supervisor.
5.8 Call in On Day Off. Full-time and part-time employees who are asked by a supervisor to report for work on their scheduled day off when not on-call shall be offered a minimum of four (4) hours of work, and shall be paid time and one-half ( $11 / 2$ ) for the first (1st) hour and their regular straight time rate of pay for any hours worked thereafter. In the event of such call in that work is completed by the employee in less than four (4) hours, and the employee chooses to leave upon its completion, they shall be paid for the actual hours worked. This section will not apply to those employees who have requested additional hours under Section 5.5.
5.9 Temporary Assignment to Supervisory Position. Employees assigned in writing, to temporarily assume a majority of the supervisory functions of a bona fide supervisor for a period of eight (8) hours or more within a twenty-four (24) period, shall receive a five percent (5 \%) premium above their basic rate for such period of assignment.
5.10 Performance Evaluations. Employer will request that supervisors make a good faith effort to perform annual evaluations on employees within thirty (30) days of the employee's anniversary date.
5.11 Employment of Relatives. The Employer will not hire, transfer, or promote a relative which would place that employee in a position where one relative would have authority to hire, supervise, discipline, terminate, or evaluate the performance of another; one relative would be responsible for auditing and/or monitoring the work of the other; or any other circumstance which would place the related persons in a situation of actual or apparent conflict between the Employer's interest and their own. This also applies to individuals who have a relationship where they live with another worker in lieu of marriage.

## ARTICLE 6: SENIORITY

6.1 Definition. Seniority shall be on a bargaining unit basis. Seniority is defined for full-time and part- time employees as the employee's continuous length of employment with the Employer from their most recent date of hire. Effective September 1, 2023, seniority for existing per diem employees shall be their then-existing seniority hours plus their continuous length of service from that day forward. Per diem seniority shall apply to layoff, recall, and status change only among other per diems. For purposes of job
openings, per diem seniority shall be considered alongside regular employee seniority. If multiple per diem employees with the same seniority seek to apply seniority, the tie-breaker shall be who has more hours worked in the prior six months. Seniority benefits shall not apply to an employee until completion of the probationary period.
6.2 Loss of Seniority. Any of the following shall result in a loss of seniority:
a) Resignation.
b) Discharge.
c) Retirement.
d) Layoff of more than twelve (12) months.
e) Failure to return in accordance with a leave of absence or recall from reduction-in-force.
f) Illness or injury of more than twelve (12) months duration.
g) Refusal to accept a comparable job opening, offered by the Employer while on layoff.
h) No pay status of more than twelve (12) months.
6.3 Layoffs. When it becomes necessary for the Employer to reduce its work force for an extended period of thirty (30) days or more, the Employer shall give as much notice as is practical. In cases of such anticipated layoffs, written notice of layoff will be given fourteen (14) days before such action is to become effective, except in cases of urgent circumstances.
6.3.1 Notice of layoff need not be given to employees who are employed in a probationary status. Layoffs in connection with the elimination of job classification(s) and/or reduction of the work force shall be governed by seniority together with skill and ability. Where skill and ability are considered substantially equal, in the judgment of the Employer, seniority shall prevail. In determining an employee's skill and ability, as provided in this Agreement, the Employer shall take into consideration the employee's total conduct, performance and contribution.
6.3.2 The following order of layoff shall be followed by the Employer:
a) Probationary employees,
b) Per diem employees by reverse order of seniority in the per diem pool,
c) Regularly scheduled employees by reverse order of seniority.
6.4 Reinstatement Roster. Upon reduction-in-force, employees will be paid their accrued unused PTO and placed on a reinstatement roster for a period of twelve (12) months from date of the commencement of the reduction-in-force. Such employees in reduction-in-force status shall retain seniority and accrued unused Extended Illness Insurance (EII) benefits to the date of the commencement of the reduction-in-force.
6.5 Recall. When a vacancy is to be filled, the order of reinstatement will be in the reverse order of reduction-in-force, provided skill and ability are considered substantially equal in the judgment of the Employer. Upon such reinstatement, the employee shall commence to accrue seniority and shall have previously accrued unused Extended Illness Insurance (EII) benefits and seniority restored. The Employer will notify the employee of recall by email. It is the employee's responsibility to keep the Employer informed as to current address, email address, and telephone number. Any recall of employees out of seniority will be communicated to the Union.
6.6 Job Openings. Notice of regular job openings within the bargaining unit shall be posted for seven (7) calendar days and will be posted on employee bulletin board. Each job opening shall state job
qualifications. Specific duties to be performed will be available for review in the Human Resources Department.

To be considered for a regular job opening, the employee must submit a written request for each posted position. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy, provided that moving the applicant to the position would not conflict with Section 5.11 herein, or any hospital district policy/procedure and the applicant's skill and ability are considered substantially equal in the judgment of the Employer. The Employer agrees that an applicant will not be automatically disqualified for a position based on skills and abilities that, in the employer's judgment, could be taught in a reasonable orientation period.
6.6.1 Transfers. When a transfer occurs, other than promotion, to a position in which the employee has had directly related training and/or experience, the employee shall retain their same longevity for increments in the wage schedule. When a transfer occurs, other than promotion, to a position in which the employee has had no directly related training and/or experience, the employee shall be placed at the base step of the new position. When promoted to a higher-level position within the bargaining unit, the employee shall at a minimum be placed on the first step in the wage schedule that represents at least a three percent (3\%) increase over their current straight time rate of pay. The employee's anniversary date for purposes of future longevity step increments shall be adjusted to the date of promotion. When a reclassification occurs, the increment date for evaluations and step increases will not change. A regular employee transferred or promoted to another position within the bargaining unit will not be required to serve an additional probationary period.
6.7 Shift Assignment. Employees shall be given preference of shift assignment based on seniority and in accordance with the needs and level of skills required by the Employer.
6.8 Seniority and Benefit Accrual. Paid time off shall be regarded as time worked for purposes of seniority and the accrual of benefits.

## ARTICLE 7: HOURS OF WORK AND OVERTIME

7.1 Workday/Work Period. The normal workday shall consist of eight (8), ten (10), or twelve (12) hours work to be completed within consecutive hours necessary to comply with meal and rest break laws. The normal work week shall begin on Sunday at 12:01 a.m. and end Saturday at midnight.
7.1.1 Other innovative work schedules may be established when mutually agreeable to the Employer and the employee concerned.
7.2 Schedules. The Employer shall post schedules by the twentieth (20) day of the month preceding the schedule period.
7.2.1 Notification of Schedule Change. Except in cases involving patient care or medical emergency, once posted, the final schedule may not be changed except by mutual agreement. It shall be the employee's responsibility to keep the supervisor informed of how and where the employee can be reached for purposes of notification; otherwise the Employer shall not be responsible for such notification requirement.
7.3 Service Accruals. For purposes of administration, calculations of accruals of fringe benefits and length of service for regular full-time and regular part-time employees shall be based on regular straight time hours including time paid for but not worked (including hours worked as a probationary employee).

Step increases will be effective the first pay period following the anniversary date for full-time and part-time employees. Step increases for per diem employees will be effective the first pay period following their anniversary date if 792 hours has been completed within the last twelve (12) months.
7.4 Overtime. The Employer and the Union agree that overtime should be minimized and shall only be worked when necessary. Volunteers will be sought first when overtime is necessary.
7.4. Overtime shall be compensated at the rate of one and one-half $(1 / 2)$ times the regular rate of pay for all time worked beyond the normal workday or normal work period of eight (8), ten (10), or twelve (12) hours. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Time paid for but not worked shall count as time worked for purposes of computing wage increments and benefits not to exceed 2,080 hours within any twelve-month period. Excluding emergency situations, the Employer, as a matter of policy, shall not reschedule an employee for extra work because of time off with pay. Overtime shall be considered in effect if fifteen (15) minutes or more are worked over eight (8) hours in a workday or forty (40) hours in a work week.
7.5 Pyramiding. It is agreed that in administering the provisions of this Agreement there shall be no pyramiding of overtime, holiday, or other premium payments. If an employee qualifies for more than one, such as overtime and premium compensation, for the same hours worked, the employee shall receive the higher compensation between overtime and premium compensation.

## ARTICLE 8: COMPENSATION

### 8.1 Wage Rates.

a) The classifications and hourly rates shall be set forth in Appendix A.
b) Wage increases detailed in Appendix A will be effective on the first complete pay period after the effective date set forth in this Agreement. For those positions required to increase by law, the increases will be effective on the complete pay period inclusive of the legal effective date.
c) During the term of this Agreement, the Employer reserves the right to reopen this Agreement to negotiate wages and benefits if there is a material adverse change in financial condition. By way of illustration, a material adverse change in financial condition includes (i) cash on hand actually or reasonably projected to go under 40 days, (ii) an annual operating loss actually or reasonably projected to exceed $\$ 600,000$ and/or (iii) a second COVID closing order without substantially offsetting federal grants. The Employer agrees to provide upon request the financial information it relies on to support the re-opening.
8.1.1 Step Advancement. Employees shall advance one step upon their anniversary until reaching the top of the applicable scale. The resulting increase will be effective on the date provided in 8.1(b).
8.2 On-Call (Standby) Pay. The on-call rate shall be $\$ 3.00 /$ hour. Effective with the first full pay period after July 1, 2024, the on-call rate will increase to $\$ 3.25 / \mathrm{hr}$. On-call hours shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity increments or benefits. Travel time to and from the workplace shall not be considered time worked.
8.2.1 On-Call Surgical Services Shift Premium. A surgical services On-Call Shift shall be defined as an uninterrupted block of time of at least two (2) hours or more in a 24 -hour period when an employee is on call. Each block of time will count as a separate "On-Call Shift". For example, an On-Call shift before a regularly scheduled shift and an On-Call shift after a
regularly scheduled shift would count as two (2) On-Call shifts. On-Call surgical services shifts per pay period receive a premium in addition to the on-call pay in Article 8.2 as follows:

| On-Call Shifts per Pay Period | On-Call Premium |
| :---: | :---: |
| 8 or more | $7.5 \%$ |
| 10 or more | $10 \%$ |

8.2.2 The Employer will make a reasonable effort so that on-call shall be rotated on an equitable basis.
8.3 Callback Pay. Any employee called back to work after completion of the employee's regular workday shall be compensated for all hours worked in the callback at the rate of time and one-half $(1 / 2)$ the employee's regular rate of pay for a minimum of two (2) hours. Travel time to and from the workplace shall not be considered time worked. The minimum call back hours shall not apply when the employee reports to work in advance of the assigned shift.
8.4 Shift Differential. Second shift differential (1500-2330) shall be $\$ 1.75 / \mathrm{hr}$; 3rd shift differential (2330-0730) shall be $\$ 2.25 / \mathrm{hr}$. Effective with the first full pay period after July 1, 2024, the Second shift differential (1500-2330) shall be $\$ 2.50$ and the 3 rd shift differential (2330-0730) shall be $\$ 3.50$. Effective with the first full pay period after July 1, 2025, the Second shift differential ( $1500-2330$ ) shall be $\$ 3.00$ and the $3^{\text {rd }}$ shift differential (2330-0730) shall be $\$ 5.00$. Shift differential will be paid when the majority of an employee's regularly scheduled hours fall within either the evening or the night shift. Employees whose regularly scheduled hours fall within both the evening and night shifts shall be paid the applicable shift differential for those hours worked on the given shift. Employees assigned night duty shall be paid for hours worked on change of daylight savings time.
8.5 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with an unbroken rest period of twelve (12) hours between shifts unless the employee requests in writing to work with less than twelve (12) hours between shifts. In the event the employee is required to work within this twelve (12) hour period they shall be paid at one and one-half $(1 / 2)$ times the regular rate of pay until the employee has had an unbroken rest period of twelve (12) hours off duty. Employees assigned to twelve (12) hour shifts will have an unbroken rest period of ten (10) hours. This section shall not apply to on-call and callback performed pursuant to Sections $5.5,8.2$, and 8.3 herein. Employees working a twelve (12) hour shift shall have an unbroken rest period of ten (10) hours.
8.6 Temporary Shift Rotation. Unless mutually agreeable to the Employer and the employee involved, shift rotation (i.e., changing scheduled shifts between day, evening, and night shift) will be used only when necessary as determined by the Employer. If shift rotation is necessary, and abilities and qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior person first unless the senior person requests to work the shift.
8.7 Advance of Shift. When an employee is asked to report to work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half the straight time rate of pay. Employees may ask to be released from duty prior to the end of their scheduled shift with the approval of their manager/supervisor. The employee shall be paid the premium pay for work done in advance of their shift if released early.
8.8 Weekend Premium. Employees shall be paid a weekend premium of one dollar and seventy-five cents $(\$ 1.75)$ per hour for all hours worked during the time period of 11:00 p.m. on Friday to 11:00 p.m. on Sunday. Effective with the first full pay period after July 1,2024 , the weekend premium will be $\$ 3.00$
per hour. Effective with the first full pay period after July 1,2025 , the weekend premium will be $\$ 4.50$ per hour.
8.9 Preceptor Pay. A preceptor is defined as an employee who has attended and successfully completed the Forks Hospital Preceptor Program and then received a written assignment from the Employer to provide formal training to specific students or other designated employees in identified settings pursuant to the Employer's policy or practice regarding the same. An employee who is given a preceptor assignment shall receive a pay differential of one dollar (\$1.00) per hour for time providing precepting.
8.10 Washington Paid Family Medical Leave. The Employer and an employee will each pay their respective share of the payroll tax for the Washington Paid Family Medical Leave Act.
8.11 Bilingual Pay. Washington State certification in another language spoken by patients and approved by the Employer and who uses their language skills as directed by the Employer will receive four dollars ( $\$ 4.00$ ) more per hour for all actual hours worked speaking with a patient in the certified language, with a minimum of half an hour in a day when the conversation occurs. The employee must present the original written acknowledgement from the State of Washington to be eligible to receive the additional pay, and a certified employee who does not maintain the certification will not be paid the additional pay as of the date the certification expires. The Employer has the discretion to limit the number of employees eligible for this premium. The certified interpreter premium will be in addition to certification pay under Article 8.12.
8.12 Certification Pay. Beginning the first pay period after January 1, 2024, except for certifications required for a job, an employee certified in a specialty area by a professional organization and working in that area of certification shall be paid a premium of one dollar ( $\$ 1.00$ ) per hour, provided the particular certification has been approved by the Employer and the employee continues to meet all educational and other requirements to keep the certification current and in good standing. It is recommended for an employee to receive pre-approval for the certification, but not required for approval. The Employee must be willing and able to work in that specialty to earn the differential. If an employee transfers out of the area for which the employee is certified, the employee will not be paid the differential until such time as the employee transfers back into the area for which the employee is certified, likewise a certified employee who does not maintain the certification will not be paid the differential as of the date the certification expires. An employee with multiple certifications shall only be eligible to receive one certification premium. A manager or an employee can propose a certification for consideration at any time. The labor management committee shall meet within ninety (90) days of ratification to discuss the scope of certifications prior to implementation of certification pay the first pay period after January $1^{\text {st }}, 2024$.

## ARTICLE 9: LEAVES OF ABSENCE

9.1 Leaves of Absence. All leaves of absence without pay, except for maternity leave, will only be considered after successful completion of the 90 -day probationary period and are to be requested by the employee in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to granting or denying the request shall be given by the Employer as soon as possible after receipt of the written request. A leave without pay of three (3) months or less, except in the case of a workers' compensation claim twelve (12) months or less, will not alter an employee's anniversary date of employment. A leave without pay of more than three (3) months, except in the case of a workers' compensation claim more than twelve (12) months, will result in the employee's anniversary date of employment being adjusted to reflect that period of leave beyond the initial three (3) months leave, or beyond the initial twelve (12) months of leave in the case of a workers' compensation claim. For example, an employee hired on January 15, 1998, who took a nine (9) month leave of absence without pay, would have their anniversary date of employment adjusted to July 15, 1998.

Leaves may be taken for the following reasons:

1. Illness or injury of the employee which requires absence from work,
2. Serious illness or injury in the employee's immediate family (see Section 12.2 for definition of "Immediate Family"),
3. Military service of the employee (see Section 9.4),
4. Leave for job-related study,
5. Personal Leave.
9.1.1 Maternity Leave. A regular female employee shall have the right to take maternity leave due to pregnancy and childbirth in accordance with the "Maternity Regulation" (WAC 162-30020) of the Washington State Human Rights Commission. Such regulation is on file in the Employer's Human Resources Department. When requesting maternity leave the female employee is to make the request in writing as far in advance as possible, stating the expected return to work date. The employee may request that two (2) accrued PTO days be held in their PTO account before going on unpaid maternity leave.
9.2 Return from Leave. Except as provided in Section 9.3 herein, an employee who returns from leave of absence without pay on or before the date specified for return shall be offered the first available position for which qualified. An employee who does not return by the date specified shall have forfeited their seniority and will be considered to be a new employee upon application for employment at Forks Community Hospital; provided, however, this provision shall not apply to an employee who is unable to return by the date specified through no fault of their own.
9.3 Family Leave. The Employer will comply with the Washington State Family and Parental Leave law of 1989, and the federal Family and Medical Leave Act of 1993, as amended.
9.3.1 Eligible employees are required to use any accrued PTO and applicable EII before taking leave without pay, as part of their twelve (12) weeks FMLA leave, except that two (2) PTO days may be held in the employee's PTO account at their request.
9.3.2 Eligible employees must give at least 30 days advance notice to their supervisor when the need for leave is foreseeable. In emergencies, notice may be given by phone and generally must be within two (2) business days or as soon as practicable.
9.3.3 The Employer may require the employee to furnish a medical certification from a qualified health care provider to support a family/medical leave request due to a serious health condition of the employee, or of a family member to be cared for by the employee. Such medical certification may also be required by the Employer upon the employee's return or inability to return to work because of a serious health condition.
9.3.4 Forks Community Hospital will continue the employee's health care benefits during such FMLA leave. Employees will be required to continue to pay any share of premiums that they paid prior to leave. Employees will be reinstated to their original or equivalent positions at the conclusion of FMLA leave without loss of seniority or benefits.
9.3.5 It is understood that leave under the federal Family and Medical Leave Act shall run concurrently with any other FMLA qualifying leave provided for in this Agreement, including leave of absence for workers' compensation, absence for non-workplace injury or illness, personal
leave, leave under the Washington State Family Leave law, and leave under the Washington State Maternity Leave Regulation.
9.4 Military Leave. The Employer will comply with federal and state military leave laws.
9.5 Educational Leave. The Employer may provide each employee up to three (3) paid "Educational Leave Days" per calendar year, upon completion of 2,080 paid hours of employment. Part-time employees may be granted a prorated amount for Educational Leave based on their FTE status. Such leave shall be subject to scheduling requirements of the Employer and the availability of educational leave funds. Educational offerings must be job-related or a requirement for professional advancement or continuing education. "Educational Leave Days" shall not accrue from year to year.
9.5.1 Outside training required by the Employer will not entail the use of "Educational Leave Days." The Employer will reimburse one hundred percent ( $100 \%$ ) of tuition and related expenses when the employee is required by the Employer to attend as part of their job function.

## ARTICLE 10: PAID TIME OFF (PTO), WASHINGTON PAID SICK LEAVE (PSL) AND EXTENDED ILLNESS INSURANCE (EII)

10.1 Paid Time Off. Vacation and non-Washington Paid Sick Leave benefits are consolidated into a Paid Time Off (PTO) program. This program allows more flexibility and individual management of time off subject to the Employer's right to determine scheduling and ensure continuity of patient care. It is to be used, as applicable, for vacation, illness, family illness, family emergencies, religious observances, preventive health and dental care, and other excused elective absences.
10.2 PTO pay shall be the amount the employee would have earned had the employee worked during the requested period at the employee's straight time rate of pay, plus any applicable shift differential.
10.3 PTO Accrual. PTO shall begin accruing the first day of employment. Full-time and part-time employees accrue PTO benefits based on hours paid per the following table:

| Tier | Annual Accrued Hours (1.0 <br> FTE $)$ | Hourly Accrual <br> Rate |
| :--- | :--- | :--- |
| One year | 68 | 0.032695 |
| $2-3$ yrs | 92 | 0.044235 |
| $4-5$ yrs | 116 | 0.05579 |
| $6-7 \mathrm{yrs}$ | 132 | 0.063465 |
| $8-9 \mathrm{yrs}$ | 140 | 0.067308 |
| $10-11$ yrs | 156 | 0.075005 |
| 12 or more | 172 | 0.082695 |

10.4 PTO Accrual Limit. The maximum PTO accrual for new hires is 480 hours. See MOU regarding the maximum PTO cap for employees as of the ratification of the 2023-2026 contract. Employees who have reached their PTO Accrual limit and have not reached their maximum accumulation of EII may convert up to four (4) PTO days to EII per year. PTO not used on a timely basis or transferred to the employee's EII will be lost. The Employer will make every effort to assist the employee in scheduling time off.
10.4.1 Transfer of PTO. Employees shall be allowed to transfer up to ten (10) days of their accrued PTO per calendar year to another employee of Employer at the employee's option,
however, the donating employee must retain a minimum of five (5) days of accrued PTO in their own bank. Transfers of PTO between employees earning different hourly rates will be converted to the amount of PTO for the receiving employee (e.g., if the transferring employee earns $20 \%$ more than the receiving employee, then each of the transferring employee's PTO hours will be converted to 1.2 hours of PTO for the receiving employee. Transfers of more than ten (10) days of accrued PTO will require authorization from Employer. PTO time shall be transferred in full day increments not to exceed forty (40) hours. Employees who receive transferred PTO time may not accrue accumulated PTO in excess of the accruals set forth in Section 10.3. Employees will be notified when PTO has been donated to them. The Employer will not share the identity of the donor.
10.4.2 Cash Out of PTO. PTO may be cashed out by an employee according to Internal Revenue Service rules and Employer policy under the following conditions:

1. During the annual employee benefits open enrollment period the employee may elect to convert up to 80 PTO hours they are scheduled to accrue during the following year at the employee's straight hourly wage rate at the time of the cash-out. Such election must be submitted via the appropriate request form, available from Human Resources. The employee's request must include the number of hours to be cashed out. Once submitted, this election cannot be changed by the employee. The cash-out will occur in the subsequent year on the pay period after the employee has accrued the number of PTO hours requested to cash out unless the employee requests the cashout at a later date. The employer will notify employees in advance via email of the deadline along with all other open enrollment materials.
2. The employee may also request cash-out for an "unforeseeable emergency" as defined by IRS regulations. Such requests must be submitted via the appropriate request form, available from Human Resources. Cash-out will be at the rate of $80 \%$ of the employee's straight hourly wage rate at the time of the cash-out per PTO hour. The number of hours to be cashed out must be an amount that is reasonably necessary to satisfy the emergency need and must leave a balance of at least 52 hours in the employee's PTO bank. Approval for payment with the next payroll is at the discretion of the Chief Financial Officer.
10.5 Scheduling. Upon satisfactory completion of the probationary period, an employee shall be eligible to take PTO. PTO may not be used in advance of being earned. PTO may not be paid out in combination with hours worked in an amount exceeding forty (40) hours per week.
10.5.1 All PTO (except absences due to illness or emergency) must be scheduled in advance and approved by the employee's supervisor. The Employer shall have the right to schedule and approve PTO in such a way as will least interfere with patient care and workload requirements of the Employer. Patient care and departmental needs will take precedence over individual requests. Employees in a department shall be given preference in the choice of vacation dates on the basis of seniority, provided they submit to their supervisor, in writing, their desired vacation dates not earlier than January 1 nor later than March 1 of each year. Such requests shall be approved or denied by March 31. Vacation requests received after March 1 will be considered on a first come, first served basis according to the date and time the employee's supervisor received the written choice of vacation dates on the basis of seniority, provided they submit their request, and will be approved or denied within thirty (30) calendar days of submission to the supervisor.

Any employee who submits multiple vacation requests must prioritize those requests, with a maximum of three (3) requests. In no event shall a second or third priority request preempt another employee's primary request for the same vacation dates.
10.5.2 PTO may not be taken in increments less than one-quarter $(1 / 4)$ of an hour.
10.5.3 If the employee does not contact the employer each day of absence or have approval for each day requested, the time shall be considered as an unpaid, unexcused absence. Such absences shall be considered cause for disciplinary action.
10.5.4 When an employee exhausts all of their PTO accrual to cover low census hours, and the employee requests unpaid vacation time off, such request will be scheduled in accordance with Section 10.5 et seq. herein. The granting of unpaid vacation will not be permitted in any other situation, unless approved in advance by the Administrator.
10.6 Termination of Employment. Regular employees shall be paid upon termination of employment for all PTO earned at the time of termination up to the maximum allowed.

### 10.7 Paid Sick Leave.

10.7.1 Accrual and Carry Over. Employees shall accrue paid sick leave (PSL) benefits upon commencement of employment based upon actual hours of work (including overtime and other premium hours) at the rate of .025 hours of paid sick leave per hour worked. There is no maximum accrual for PSL, but only 40 hours will carry over from one calendar year to the next. Hours in excess of 40 that are not carried over to PSL from one calendar year to the next shall roll over into the PTO bank, up to the PTO bank cap.
10.7.2 Use of Paid Sick Leave. PSL may be taken for the following purposes:
(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
(ii) To allow the employee to provide care for a family member (as defined in RCW 49.46.210(2)) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and
(iv) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.
10.7.2.1 PSL hours may also be used for other purposes, including vacation, holidays, and other leaves of absence. Only PSL use for the purposes listed in 10.7 .2 will be protected under the Washington Paid Sick Leave law. PSL time off may be taken in as little as 15minute increments.
10.7.3 Notification. If the need for use of paid sick leave for the reasons outlined in 10.7.2 is foreseeable, the employee must provide notice as early as practicable, in advance of the use of such paid sick leave.

If the need for paid sick leave for the reasons outlined in 10.7.2 is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee must provide notice to the Employer as soon as possible before the scheduled start
of their shift, unless it is not practicable to do so. If it is not practicable for the employee to provide notice, the employee's designee may do so.

If the need for paid sick leave is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee or their designee must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.
10.7.4 Rate of Pay. PSL pay shall be the amount the employee would have earned had the employee worked during the requested period at the employee's straight time rate of pay plus any applicable shift differential.
10.7.5 Verification. The Employer shall not require verification for PSL absences of three days or less that are not also covered by other laws with verification/certification provisions (e.g., FMLA, ADA). For absences exceeding three days, the Employer may require verification that the use of the sick leave is for an authorized purpose, provided that the Employer shall not require that the verification explain the nature of the condition and that the verification request does not create an unreasonable burden or expense for the employee. If an employee believes that a request for verification would pose an unreasonable burden or expense, the employee may inform the Employer's Human Resources Department.
10.7.6 No Retaliation. The Employer will not discriminate or retaliate against an employee for their exercise of any rights under this section, including the use of paid sick leave pursuant to 10.7.2.
10.7.7 Change from Full-Time or Part-Time Status. If an employee changes from full-time or part-time status to per diem, the employee will be paid out all accrued unused PSL hours above 40 hours. The employee will be able to use the employee's remaining accrued PSL hours from before the status change in accordance with the provisions of Article 10.1.
10.7.8 Change to Full-Time or Part-Time Status. The employee will be able to use all PSL hours accrued before changing to full-time or part-time status, in accordance with the provisions of Article 10 .
10.7.9 Payment Upon Termination. After successful completion of the probationary period, employees shall be paid upon termination of employment for all PSL earned but unused. PSL will be paid at the employee's straight rate of pay at the time of termination. This provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days' prior written notice, unless otherwise approved by the Employer.
10.8 Extended Illness Insurance. Extended Illness Insurance (EII) shall be established for each full-time and part-time employee. The purpose of EII shall be to provide for wage continuation insurance in the event of an extended illness incurred by the employee, and for the employee to care for an immediate family member (per 49.12.265 RCW and 49.12.270) with a serious health condition that requires treatment or supervision by the employee-parent in accordance with the state Family Care Law (49.12 RCW). Extended Illness Insurance shall accrue from date of hire at the rate of .031 hours EII per hour paid to the maximum accrual limits below:

| Full Time Equivalent | Accrual |
| :---: | :---: |
| 1.0 Full Time | 480 |
| .9FTE | 432 |
| .8 FTE | 384 |
| .7 FTE | 336 |
| .6 FTE | 288 |
| .5 FTE | 240 |

10.9 Use of EII. Upon satisfactory completion of the probationary period an employee shall be eligible to take EII which has been accrued as follows:
a) The first sixteen (16) hours of illness for full-time employees will be charged to the employee's PTO account each calendar year and prorated for part-time employees per section b) below. Employees may access EII hours after the initial required hours of PTO have been used. Additional illnesses or injuries throughout the year will have the first day only charged to PTO and the balance of days for a given episode of illness shall be charged to the EII account; provided, however, the first day will not be charged to the employee's PTO account when the employee is directed by a physician to obtain medical treatment for the same continuing acute illness or injury.
b) Part-time employees may access EII hours after they have had the following amount of PTO, based on their hours of work, deducted from their account:

Annual Number of Sick Days to be Deducted
Hours Scheduled to Work From PTO
21-24 hours/week 5 days (4 hours)
25-37 hours/week 1 days ( 8 hours)
c) In the event of illness or injury resulting in hospitalization, EII may be taken immediately but not concurrently with Washington Hospitals Self-Insured Workers' Compensation. EII may be combined with PTO if needed.
d) The Employer may require a statement from the employee's physician verifying the type and extent of illness and ability to return to regular employment. Frequent unscheduled absenteeism shall make the employee subject to disciplinary action.
e) In the event an illness begins before the end of one calendar year and extends into the next year, the employee will not be charged PTO for that illness despite it being a new calendar year.
f) EII hours cannot be cashed out.
10.10 In any case in which an employee receives benefits or payments under the Industrial Insurance Act, Self-Insured Workers' Compensation Program or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such act by such employee and the employee's regular PTO or EII benefits otherwise payable.

### 10.11 Work on Holiday.

10.11.1 Pay When Not Working on a Holiday. Benefit-eligible employees will be paid eight (8) hours at their straight rate on each holiday, pro-rated by FTE, regardless of whether they work the holiday. These paid hours do not count toward overtime eligibility.
10.11.2 Work on Holiday. Employees who work a majority of their shift hours on a fixed holiday shall be compensated at time and one-half ( $1 \frac{1}{2}$ ) the employee's regular rate of pay for all hours worked on that holiday. If the employee requests it, the Employer will reverse the payment described in 10.11.1 and will offer either (1) an opportunity, in coordination with their manager, to take up to eight (8) hours off work in the pay period when the holiday falls, or the following pay period; or (2) place eight hours (pro-rated by FTE) in their PTO bank. Fixed holidays are: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Annually, the Employer will issue a notice designating the date and day of each fixed holiday. Employees may not use PTO or PSL at the same time that they are working.

Employees who work over their regularly scheduled shift on a holiday will receive two times (2X) their hourly wage for all hours worked above their scheduled shift.

Those fixed holidays which actually fall on a Saturday or Sunday but are observed on a weekday shall be compensated at time and one-half $\left(1 \frac{1}{2}\right)$ as follows: The observed holiday will be considered the holiday for those employees who regularly work a Monday - Friday schedule; the actual holiday will be considered the holiday for those employees who regularly work a schedule which includes weekends.

## ARTICLE 11: JURY DUTY

11.1 Jury Duty. A full-time or part-time employee who is required to serve on jury duty on a regularly scheduled work day, or who is subpoenaed to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between the employee's jury duty/witness fee pay and the employee's regular rate of pay, provided the employee notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship upon the Employer. Employees shall not be required to work on a day that they are required to report for jury duty or serve on a jury. If the employee is released from jury duty for a day in which the employee would otherwise be required to work, and if an evening or night shift employee would receive ten (10) hours rest between release from jury duty and the start of the employee's shift, then the employee must contact their supervisor to determine if the employee will be required to report for work. Time missed due to jury duty shall not affect benefit status.

## ARTICLE 12: BEREAVEMENT LEAVE

12.1 When death occurs to a member of a regular employee's immediate family, the employee at their request shall be granted reasonably necessary time off as bereavement leave of absence. They shall be compensated at their regular rate for time lost from their regular schedule, with a maximum of three (3) days compensation. An additional two unpaid days may be granted for a maximum of five (5) days.
12.2 Members of an employee's immediate family shall be limited to the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother and father-in-law, son and daughter-in-law, grandparents, grandchildren, step-parents, step-children, and any person residing permanently in employee's household.

## ARTICLE 13: GRIEVANCE AND ARBITRATION PROCEDURE

13.1 A Grievance is defined as an alleged breach of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be addressed informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent confirmed in writing by the parties hereto.

Step 1 - Employee or Union Representative and Immediate Supervisor: If any employee has a grievance, the employee or Union representative shall first discuss it with the employee's immediate supervisor and Human Resources within thirty (30) calendar days from the employee's knowledge of the facts that constitute the problem.

Step 2 - Employee, Union Representative and Department Head: If the matter is not resolved to the employee's satisfaction at Step 1, the employee or Union representative shall reduce the grievance to writing, which shall contain a description of the alleged problem, specific section of this Agreement allegedly breached, date of its occurrence, and corrective action sought by the grievant, and shall present same to the department head in which the employee works within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the employee, Union representative, Human Resources, and the Department Head shall be held. The Department Head shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

Step 3-Administrator and Union Representative: If the grievance is not settled in Step 2, the grievance shall be referred in writing to the Administrator or designated representative within fourteen (14) calendar days from receipt of the written reply from the Department Head. The parties shall meet within fourteen (14) calendar days from the date of the receipt of the written notice for the purpose of resolving the grievance. However, the Administrator or designee may elect to offer a written response to the grievance in lieu of the meeting. The Administrator or designee shall issue a written reply within fourteen (14) calendar days of the meeting, between the parties or after receipt of the grievance.

Optional Step 4 Grievance Mediation: The parties shall, upon mutual agreement, have the option to utilize the grievance mediation process as set forth in Appendix B of this Agreement, should the grievance be unresolved after Step 3. Such requests for mediation shall be made within ten (10) calendar days of the Step 3 decision, otherwise the grievant must comply with the time limitations as set forth in Step 4 herein.

Step 5-Arbitration: If the Grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have completed with the specific procedures, requirements and time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may, within fourteen (14) calendar days following receipt of the written reply from the Administrator and/or designee in Step 3, submit the issue in writing to final and binding 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, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

The arbitrator's decision shall be final and binding on all parties. The arbitrator shall render a decision as promptly as possible. The arbitrator shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the arbitrator shall have no authority to substitute their judgment for that of the Employer, so long as the Employer's judgment is exercised in good faith and objectively made based upon established criteria.

The parties shall share equally in the expense of the arbitrator's fee. The parties shall equally share any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.
13.2 Time Limits. If either party has failed to process the grievance in accordance with the time limits as set forth in Section 13.1 herein, the following respective penalties shall apply: The Union shall have been deemed to have withdrawn the grievance; the Employer shall have been deemed to have forfeited the right to that step of the grievance procedure and the grievance shall be automatically advanced to the next step.

## ARTICLE 14: NON-DISCRIMINATION

14.1 Non-Discrimination. The Employer and the Union agree to comply with all appropriate laws and regulations prohibiting discrimination because of race, color, religion, sex, national origin, marital status, or mental or physical handicap, subject to occupational requirements and ability to perform within those requirements. No employee shall be discriminated against for lawful Union activity.
14.1.1 The Employer will provide the Union with notice and an opportunity to bargain with respect to any terms and conditions of employment of bargaining unit employees which would be affected as a result of the Employer's duty under the Americans with Disabilities Act to accommodate the disability of a qualified employee or applicant with a disability.

## ARTICLE 15: STRIKES OR LOCKOUTS

15.1 During the term of this Agreement the Union agrees not to engage in any strike or stoppage of work, and the Employer agrees not to engage in any lockout.

## ARTICLE 16: BENEFITS

16.1 Health Insurance. For the term of this Agreement, the Employer will provide a group medical, dental, and vision insurance plan for all eligible employees covered by this Agreement. The Employer will pay the full premium for eligible employees classified as full-time, working thirty-six (36) hours or more per week. The Employer will pay the full premium for eligible employees classified as part-time, working a minimum of twenty (20) hours and up to thirty-six (36) hours per week.

For the term of this Agreement, the Employer will cap the contribution towards child(ren) or spouse at $12 \%$ premium increase. Should the insurance premium exceed a $12 \%$ increase, employees will need to pay the amount of increase above and beyond $12 \%$ for child(ren) or spouse coverage. This will include both full-time and part-time employees who have children or spouses on the plan. The employee will contribute through payroll deduction any additional amount required to satisfy the premium for the insurance they have elected.

Subject to the above, the Employer and employee shares of insurance premium responsibility will be as follows:
A. $100 \%$ Employee premium paid by the Employer for part-time and full-time employees.
B. For $2024,97 \%$ Dependent ( $77 \%$ for part time) or Spouse ( $75 \%$ for part time) premium paid by Employer for full-time employees electing either Dependent or Spouse coverage under Uniform Classic, Uniform CDHP, or Select plans. $75 \%$ Family premium paid by

Employer for full-time employees electing Family coverage under Uniform Classic, Uniform CDHP, or Select plans ( $61 \%$ for part time).

For 2025, $95 \%$ Dependent ( $72 \%$ for part-time) or Spouse ( $71 \%$ for part-time) premium paid by Employer for full-time employees electing either Dependent or Spouse coverage under Uniform Classic, Uniform CDHP, or Select plans. 75\% Family premium paid by Employer for full-time employees electing Family coverage under Uniform Classic, Uniform CDHP, or Select plans ( $61 \%$ for part time).

For 2026, 93\% Dependent premium or Spouse premium paid by Employer for full-time employees electing either Dependent or Spouse coverage under Uniform Classic, Uniform CDHP, or Select plans ( $68 \%$ for part-time). $75 \%$ Family premium paid by Employer for full-time employees electing Family coverage under Uniform Classic and Uniform CDHP plans ( $61 \%$ for part-time).
16.1.1 Regular full-time and part-time employees become eligible for insurance coverage the first of the month following date of employment.
16.1.2 In the event the Employer receives a proposal from a health insurance carrier that would provide essentially the same benefits coverage as the current plan and at a lower overall premium cost, such plan may be implemented by the Employer after the Employer has notified the Union in writing thirty (30) calendar days prior to any plan implementation. The Employer agrees to meet with the Union, upon its written request, during that thirty (30) day period for the sole purpose of discussing the alternative health insurance plan.
16.2 Flexible Spending Account. The Employer has established a flexible spending account in accordance with applicable IRS regulations.
16.3 Employee Discount. A discount of ten percent (10\%) of the total bill shall be allowed employees on bills incurred by them for personal hospital expenses at the Forks Community Hospital. The discount shall not exceed the balance remaining after payment of insurance benefits to the hospital.
16.4 Retirement. The Employer will provide a retirement plan for eligible employees. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan. For education, employees are currently eligible for the Employer's pension plan after completing six (6) months of service and 520 hours, and the Employer contributes $4.5 \%$ of the Employee's gross pay for the year. The Employer shall give the Union forty-five (45) days advance notice of any proposed material changes to its Retirement Plan, and shall meet with the Union upon its request to discuss any such proposed changes.
16.5 Life Insurance. Eligible employees shall participate in the Employer's group life insurance plan in accordance with the plan document.

## ARTICLE 17: GENERAL CONDITIONS

17.1 Meetings. All time spent at mandatory meetings called by the Employer shall be considered as time worked.
17.2 Workers' Compensation. All employees covered by this Agreement shall be covered under Washington State Workers' Industrial Compensation or guaranteed equal coverage through a self-insurer's program.
17.3 Travel. If an employee is required by the Employer to use their own vehicle to travel in order to conduct Employer business out of their usual place of employment the employee will be reimbursed for mileage in accordance with current I.R.S. rates. All travel time occurring during the employee's regular scheduled shift shall be considered time worked.
17.4 A cafeteria/dining room and restrooms will be provided for use by all employees. During the term of this Agreement, the Employer will make a good faith effort to provide lockers for those employees who are required to wear uniforms on the job. All uniforms required by the Employer will be provided and laundered by the Employer.
17.5 The Union may select the bargaining unit employee members of the Hospital Safety Committee. Safety Committee minutes are posted in the Employer's document management system.
17.6 Past Experience Credit. Newly hired employees shall be placed on the wage schedule according to their recent, relevant experience to the position in which they are hired.

## ARTICLE 18: SEPARABILITY

18.1 State and Federal Laws. Should any provision or provisions become unlawful 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 term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of attempting to arrive at a mutually satisfactory replacement for such provision.

## ARTICLE 19: MANAGEMENT RIGHTS AND RESPONSIBILITIES

19.1 Management Rights. The Union recognizes that the Employer has the obligation of serving the public with a high quality of medical care, efficiently and economically, and of meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the hospital including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote, and discharge employees for just cause; to subcontract work; to layoff employees for lack of work; to recall employees; to expect reasonable overtime work of employees; and to promulgate rules, regulations, and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.
19.2 Subcontracting. The Union recognizes the right of the Employer to subcontract out work performed by employees of the Employer, as set forth in Section 19.1 herein. The Employer agrees that sixty (60) calendar days prior to planned contracting out of any bargaining unit work, the Union will be notified in writing in order to give the Union the opportunity to meet with the Administrator or their designee to discuss the matter. The Administrator shall give due consideration to any suggestions or
recommendations from the Union as to alternatives to the planned contracting out of any bargaining unit work.

## ARTICLE 20: LABOR-MANAGEMENT COMMITTEE

20.1 A Labor-Management Committee shall be established and will meet at mutually agreeable times, but not to exceed once per month. The purpose of the Committee will be to foster improved communication and to discuss other matters of mutual concern, including educational opportunities. The Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of (i) up to four (4) representatives of management and (ii) up to four (4) bargaining unit members selected by the Union. The Committee may invite other attendees as needed. All members of the Committee shall be employees of the Employer. A Union representative may attend. Committee participation will be considered as time worked and paid at the appropriate rate of pay.

## ARTICLE 21: DURATION OF AGREEMENT

21.1 This Agreement shall be effective on July 1, 2023 and shall remain in full force and effect through June 30, 2026. Changes to the economic terms of this Agreement shall go into effect on the first full pay period after July 1, 2023. Either party hereto may serve notice on the other to amend this Agreement by giving written notice to the other party not less than ninety (90) calendar days in advance of the above expiration date.

IN WITNESS THEREOF, the Employer and the Union have executed this document on the $\qquad$ 21 st day of $\qquad$ , 2023.


Heidi Anderson, CEO
Forks Community Hospital


Jennifer Roberts, Assistant Human Resources
Director
Forks Community Hospital


Faye Guenther, President
UFCW Local 3000

## Dance Colo

Daniel Cobb, Union Negotiator UFCW Local 3000

## MOU re PTO Maximum for Current Employee

The maximum PTO accrual for employees employed as of the ratification of the 2023-2026 contract is 624 hours for calendar year 2023, 552 hours for calendar year 2024, and 480 hours for calendar year 2025.

## MOU re One-Time PTO Cash-Out

Employees with more than 480 accrued hours of PTO as of the ratification of the 2023-2026 contract may request a one-time cash-out of any accrued PTO hours in excess of 480 . The request must be made before or during open enrollment in 2023, and the cash-out will occur in 2023. This PTO will be cashed out at straight rate.




## APPENDIX B

## Procedure for the Mediation of Grievances

Notwithstanding the provisions of the collective bargaining agreement, the parties agree to a procedure for the mediation of grievances in accordance with the following:

1. A grievance may be referred to mediation if the Union is not satisfied with the disposition of the grievance at Step 3 of the grievance procedure contained within the collective bargaining agreement, or if no written decision has been received from the Employer within the time limits prescribed in Step 3.
2. The Union must notify the Employer in writing within five (5) calendar days of the conclusion of Step 3 of the Union's desire to refer the grievance to mediation. The Employer shall respond to the Union whether or not the Employer agrees to the mediation of the grievance no later than two (2) week days prior to the Union's contractual deadline for the submission of a grievance to arbitration, or within three (3) week days of receipt of the written notification, whichever is sooner.
3. The Employer and the Union must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the time lines and procedures contained within the grievance procedure of the collective bargaining agreement which provide for the submission of a grievance to binding arbitration shall be held in abeyance until such time as written notification of appeal is provided by the Union to the Employer in accordance with Section 11 of this procedure. The date on which written notification of appeal is filed by the Union with the Employer shall serve as the date from which the timelines and procedures contained within the collective bargaining agreement which provide for the submission of a grievance to binding arbitration shall be enforced.
4. Within five (5) working days following the agreement of the Employer and the Union to mediate the grievance, the parties shall select a mediator. The Union shall notify the mediator of the nurse's selection, and schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient date and location.
5. The grievant shall have the right to be present at the mediation conference.
6. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.
7. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
8. The presentation of facts and considerations shall not be limited to those presented at Step 2 or 3 of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to the nurse.
9. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of the nurse's personal records, which records are to remain confidential.
10. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as an arbitrator, nor may the mediator be placed on a panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
11. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Article 16 of the collective bargaining agreement between the parties. If the Union desires to appeal the grievance to arbitration, written notice of such appeal must be made within ten (10) working days following the termination of the mediation conference.
12. The mediator shall conduct no more than three (3) mediations per day.
13. Starting time for the mediation shall be agreed to by the Union and Employer.
14. The fees and expenses of the mediator and the mediation conference shall be shared equally by the parties.

# THE UNION DIFFERENCE 

## As a union member, you have certain rights at your workplace:

## A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management-as equals-over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your "Weingarten" right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipiline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different "tests" of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legallybinding union contract. You are not alone at the workplace-instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

## Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

## My Shop Steward is:

## My Union Rep is:

## Building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438
Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604
Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268
Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847
Spokane: 2805 N Market St, Spokane, WA 99207-5553
Spokane: 1719 N Atlantic St., Spokane, WA 99205
Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079
Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857
Yakima: 507 S 3rd St, Yakima, WA 98901-3219

