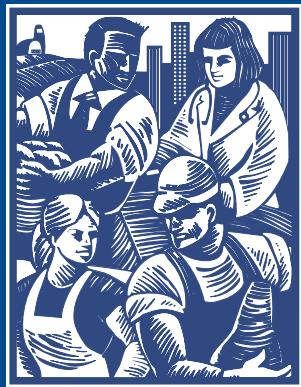


Agreement by and between

# **UFCW 21 and Okanogan Douglas District Hospital d/b/a Three Rivers Hospital**



**Effective 11/1/2015 – 10/31/2018**



# **YOUR VOICE, YOUR UNION, YOUR CONTRACT**

## **About UFCW 21**

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 44,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

**With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.**

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

**A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.**

My Union Representative:

---

My Union Steward:

---

2015-2018  
Three Rivers Hospital  
Table of Contents

---

	<u>Page</u>
Article 1 – Recognition	3
Article 2 – Membership	3
Article 3 – Union Representation	5
Article 4 – Definitions	5
Article 5 – Employment Practices	7
Article 6 – Seniority	8
Article 7 – Hours of Work and Overtime	11
Article 8 – Compensation	13
Article 9 – Premium Pay	15
Article 10 – Holidays	16
Article 11 – Vacation Benefits	16
Article 12 – Sick Leave	17
Article 13 – Medical Benefits	17
Article 14 – Leaves of Absence	18
Article 15 – Nursing Practice and Education	20
Article 16 – Grievance Procedure	21
Article 17 – Uninterrupted Patient Care	22
Article 18 – Management Rights	23
Article 19 – General Provisions	23
Article 20 – Duration	24

**EMPLOYMENT AGREEMENT**  
By and Between  
**OKANOGAN DOUGLAS DISTRICT HOSPITAL**  
**DBA Three Rivers Hospital**  
and  
**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,**  
**LOCAL 21**

This Agreement is made and entered into by and between Okanogan Douglas District Hospital, Public Hospital District No.1, DBA Three Rivers Hospital, hereinafter referred to as the "Employer," and the United Food and Commercial Workers, Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

**ARTICLE 1- RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit certified by the Public Employment Relations Commission (Case 11 071-E-94-1829) on September 8, 1994, as follows: All full-time, part-time, and per diem registered nurses employed by the Employer, excluding supervisory, administrative and managerial employees and all other employees.

**ARTICLE 2- MEMBERSHIP**

**2.1    Membership.** All bargaining unit nurses who are members of the Union, or who agree to pay a fee for collective bargaining services, at the time of ratification of this agreement, and all bargaining unit nurses who become members of the union, or agree to pay a fee for collective bargaining services, during the term of this agreement, must maintain their membership in good standing for the life of the agreement. Good standing is defined as paying Union dues or fees on a timely basis. Failure to comply with this condition shall, within 30 days of receipt by the hospital of the written request by the Union, result in the discharge of the nurse. Any nurse who is a member of the Union may withdraw from the Union by giving written notice to the Union by certified mail within the last ten (10) days prior to the expiration of this agreement.

All currently employed nurses who are not members at the time of ratification will have 30 days from ratification to submit an application to join or a letter declining union membership. The letter shall be given to Human Resources and sent certified to the Union. If the nurse fails to send the letter or application within 30 days, then said nurse shall be required to become a member or pay fee for collective bargaining services within the next 30 days. Failure to comply after the passing of 60 days shall, at the request of the Union, result in the discharge of the nurse.

**New Hires:** All bargaining unit nurses who are hired after the effective date July 1, 2007 shall have thirty (30) calendar days from the date of hire in which to give written notice to the Union (by certified mail) and the Hospital Human Resources Department of their intent to join the Union or not to join the Union. Such written notice must be post marked within thirty (30) calendar days from the date of hire.

In the event a newly hired bargaining unit nurse fails to exercise the foregoing option within thirty (30) days, then said nurse shall be required to become a member of the Union or pay the service fee within sixty (60) calendar days from the date of hire. Failure to comply with this condition after the passing of sixty (60) calendar days shall, at the written request of the Union, result in the immediate discharge of the nurse.

**2.2 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. When filed with the Employer, the authorization form will be honored in accordance with its terms. Union dues and a roster of those nurses using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse 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 shall arise against the Employer for or on account of any deduction made from the wages of such nurse.

#### **2.2.1 Voluntary Political Action Fund.**

If during the term of this Agreement at least four (4) employees voluntarily execute a Union political action contribution wage deduction authorization form in the amount of at least two dollars (\$2) per month per employee, the Hospital shall begin effective the first pay day after such thresholds are met to deduct monthly the sum specified from the pay of each member of the Union who voluntarily executes a Union wage deduction form. When filed with the Hospital, the deduction form will be honored in accordance with its terms.

The parties recognize that the Union is also obligated under the Federal Election campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering PAC wage deductions. The Hospital and the Union agree that one-quarter of one percent (0.25%) of all amounts deducted pursuant to this Memorandum of Understanding will be used to reimburse the Hospital for its reasonable costs of administering these monthly wage deduction authorizations (the "administration fee").

The amount deducted (net of the administration fee) and a roster of all employees using payroll deduction for this purpose will be promptly transmitted to the Union by separate check payable to its order each month. Upon issuance and transmission of a check to the Union, the Hospital'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 undertake to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on behalf of any such deduction made from wages of such employee.

**2.3 Employee Roster.** Quarterly, the Employer shall provide the Union with a list of names, addresses, employment status, date of hire, FTE, and the rate of pay of those nurses covered by this Agreement. This report will also contain all new hires, terminations, and a list of nurses who have had a name change (identifying both their prior name and new name). Any time a nurse has a change of status, within ten (10) days the Employer will provide the Union the same information as above.

## **ARTICLE 3- UNION REPRESENTATION**

**3.1    Access to Premises.** Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital. The Union agrees to limit its discussion of issues relating to contract compliance and related matters (union business) to areas away from patients and the public. With reasonable advance notice, the Employer shall provide the Union with a meeting room for such purposes if space is available.

**3.2    Bargaining Unit Representatives.** The Union shall select three (3) nurses from the bargaining unit to function as Bargaining Unit Representatives. The bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

**3.3    Bulletin Board.** The Employer shall furnish a bulletin board at a location designated by the Employer for the use of the local unit. Such board shall be used for the posting of announcements and notification of professional activity signed by a Bargaining Unit Representative, or designee.

**3.4    Contract and Job Description.** The Employer will give each newly hired nurse a copy of this Agreement, a payroll deduction form and the nurse's job description. The Union will provide copies of the Agreement to the Employer. Additional copies of this Agreement provided by the Union shall be available in Nursing Administration.

**3.5    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.

**3.6    Negotiations.** Subject to notification by the nurses to their supervisors and scheduling requirements, negotiating team members shall be given unpaid release time for joint negotiations.

## **ARTICLE 4- DEFINITIONS**

**4.1    New Employee Orientation.** An orientation period will be provided to newly hired nurses by the Hospital. The amount of orientation will be dependent on the skill level and prior experience of the newly hired nurse in an acute care hospital setting. During the orientation process, the newly hired nurse will be assigned under the close and direct supervision of an experienced registered nurse(s) or, where appropriate, an LPN may provide technical training.

**4.2    60 Day Benefit Qualifying Period.** Every newly hired nurse has a 60 day qualifying period during which no benefits accrue or may be used with the sole exception of holiday premium if a holiday

is worked. Upon completion of the qualifying period, all benefits shall begin to accrue based upon hours worked and low census hours.

**4.3 Full-Time Nurse.** A full-time nurse is a nurse who is regularly scheduled to work on a continuing basis thirty-two (32) or more hours per week or sixty-four (64) or more hours in any fourteen (14) day period and who has successfully completed the required probationary period.

**4.3.1** Full-time or part-time nurses who change to per diem status and then return to full-time or part-time status within one (1) year shall not be subject to the probationary period or 60 day qualifying period. A nurse returning to full-time status will be eligible for medical insurance the first of the month following sixty (60) days of employment as a full-time nurse. A nurse will be eligible for holiday pay after return to regular status if the nurse has worked at least two hundred fifty-six (256) hours including low census hours in the four (4) consecutive pay periods prior to the holiday.

**4.4 Part-Time Nurse.** A nurse who is regularly scheduled to work on a continuing basis less than thirty (32) hours per week, and who has successfully completed the required probationary period.

**4.5 Probationary Nurse.** A probationary nurse is a nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. The probationary period may be extended by written notice from the supervisor for a stipulated period of time. All nurses shall be evaluated prior to or upon the completion of any probationary period. During the probationary period, a nurse may be discharged without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) calendar days' notice of intention to terminate. Probationary nurses shall not receive any benefit compensation during the probationary period, except for holiday pay, providing the nurse works on the holiday.

**4.6 Per Diem Nurse.** A per diem nurse works on an unscheduled or intermittent basis or on a regularly scheduled basis as a temporary employee for a limited period of time (normally never to exceed one six (6) month interval). Per Diem nurses shall not accrue seniority nor shall they receive any benefits. Per Diem nurses shall be paid two dollars (\$2) per hour above the nurse's appropriate longevity step and shall be eligible to receive longevity steps, shift differential, standby pay, and holiday premium pay (if worked), if applicable.

Full or Part time nurses who change to per diem status and subsequently return to full or part time status, with the approval of the Chief Nursing Officer, within six (6) months without a break in employment shall have previous seniority and benefit accruals reinstated excluding the time spent on per diem status. Per Diem nurses must agree to work as needed at least a minimum one (1) available shift per month, one weekend shift every two (2) months and two (2) holidays per year.

**4.6.1 Per Diem + Nurse.** A Per Diem + Nurse is a Per Diem Nurse working OB, OR, PAR, Charge or ER.

In addition to 4.6 above, a Per Diem + Nurse will be paid an additional three (\$3) dollars per hour for those hours when working in OB, OR, PAR, Charge or ER.

**4.7 Change in Status.** When a nurse changes from full-time to part-time or per diem status, the nurse's accrued vacation time will be paid to the nurse at the time of change of status.

## **ARTICLE 5- EMPLOYMENT PRACTICES**

**5.1 Equal Opportunity.** The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

**5.2 Notice of Resignation.** Nurses shall be required to give at least fourteen (14) calendar days written notice of resignation. Failure to give notice shall result in loss of payout of accrued vacation. The Employer will give consideration to circumstances which would make such notice impossible, and employer may make an exception. The Employer's decision shall be final and without recourse to the grievance procedure.

**5.3 Discipline and Discharge.** No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge.

**5.3.1 Representation.** Any nurse may request the presence of an authorized Union representative during any fact-finding meeting with management which may lead to the discipline or discharge of the nurse, providing the Union representative's attendance will not cause any unreasonable delay. This provision shall not apply to supervisory counseling of a nurse where no disciplinary action is intended, nor to meetings held for the sole purpose of communicating to the nurse the disciplinary action being taken by the Employer against the nurse.

**5.4 Substance Abuse and Monitoring Program.** The Employer and the Union will encourage and support voluntary participation in the state Substance Abuse Monitoring Program for registered nurses, which may include individually tailored return-to-work agreements. In the event a registered nurse is subject to a return-to-work agreement with the state Substance Abuse Monitoring Program, the Hospital and the Union will endeavor to accommodate reasonably the nurse's temporary limitations; provided, however, such reasonable accommodations shall not require other nurses to change their work schedules, require the Hospital to assume extra costs, or otherwise impose an undue hardship on the Hospital.

**5.5 Evaluations.** Nurses will be evaluated in writing prior to completion of the probationary period and annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. Upon request, the nurse will be given a copy of the evaluation. Nurses shall sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the nurse's personnel file.

**5.6 Personnel File.** Pursuant to a written request, nurses shall have access to their personnel files under supervision of Human Resources at a mutually agreeable time within 10 days of the date of the

nurse's request. Nurses shall have access to existing information used to specify conditions before hiring, change in status, pay, shift or leave of absence. Nurses may receive copies of materials in their personnel file within 10 days of completing an itemized written form provided by Human Resources. References from previous employers are not included in the nurse's personnel file. Verbal reprimands, written reprimands, suspensions without pay and discharges shall be maintained in each nurse's personnel file. Verbal reprimands shall remain in the file for a period of one year from the date of issuance. If the action is repeated within the year it will remain in the file two (2) years. A written reprimand shall remain in the file for two years from issuance; if the action is repeated documentation will remain in file an additional year. Suspension without pay and discharges shall remain permanently in the personnel file. Nurses shall have the right to comment on disciplinary actions and performance evaluations in their personnel file.

**5.7    Mileage.** Subject to prior approval, nurses required to use their personally owned automobile on hospital business will be reimbursed for their mileage in accordance with hospital policy.

**5.8    Floating.** The Employer retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses required to float within the hospital will receive supervision appropriate to the assignment. Supervision may vary depending upon the nurse's previous experience and familiarity with the nursing unit to which the nurse is assigned.

**5.9    Safety Procedures.** Appropriate safety equipment and procedures will be provided for nurses who deal with infectious or contagious patients. Nurses are encouraged to bring their safety concerns to the appropriate supervisor or to the Safety Committee.

## ARTICLE 6- SENIORITY

**6.1    Definition.** Seniority is defined as a full-time or part-time nurse's continuous length of service based upon compensable hours, (but excluding (1) on call hours (2) vacation buyback and (3) sick donation) as a registered nurse with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period and 90 day qualifying period. Upon satisfactory completion of this probationary period and 90 day qualifying period, the nurse shall be credited with seniority from most recent date of hire.

**6.2    Layoff.** In the event of a layoff (as opposed to a reduction in hours or low census condition), seniority shall be the determining factor providing skill, competence, ability and experience are substantially equal in the opinion of the Employer. Fourteen (14) days' advance notice of the impending layoff, except for an emergency situation, shall be given to nurses and the Union. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of the layoff.

**6.2.1    Per Diem, Agency and Probationary Nurses.** Subject to skill, competence and ability in a specific area and availability in the opinion of the Employer, per diem, temporary, agency and probationary nurses will not be pre-scheduled to work when full or part time nurses are subject to layoff unless the full or part time nurses are not qualified or are unavailable to work.

**6.2.2 Filling of Positions.** The filling of positions as provided for in this Article shall be by seniority subject to the nurse's skill, competence and ability to perform the work (based on department criteria) in the opinion of the Employer. Decisions involving skill, competence and ability shall be based on department specific criteria and job description, and may be subject to the grievance procedure.

**6.3 Department Restructure.** In the event of a restructure (changes in shifts or FTEs of an existing department) the Employer will determine the number of full-time and part-time FTEs by shift required for the restructured department. A listing of the FTEs for each shift on the restructured department, including qualification requirements, shall be posted on the department bulletin board for at least seven (7) days. A listing of any available vacant position within the Hospital and the Low Seniority Roster (Section 6.6) will be posted in the department for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the department bulletin board at that time. Seven (7) days prior to the first posting, a seniority list with FTE and shift will be posted. The seniority list shall indicate any eliminated or changed positions. Nurses may apply for any open position that they have the appropriate skills to fill. On the eighth (8th) day of the first posting, positions will be filled by seniority subject to skill, competence and ability in the opinion of the Employer.

A nurse displaced as a result of this job posting process may bump into the position of a less senior nurse, providing the nurse is qualified for the position in the opinion of the Employer. The nurse displaced as a result of this bumping process may bump into the position of a less senior nurse until the process comes to a completion. Any nurse subject to layoff as a result of this department bumping process may, as an alternative, apply for another vacant position within the Hospital for which the nurse is qualified in the opinion of the Employer.

**6.4 Recall.** Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from date of layoff. When a vacancy occurs, nurses will be reinstated in the reverse order of the layoff, providing skill, competence, ability and experience are considered substantially equal in the opinion of the Employer. A nurse shall not accrue seniority while on layoff status. Upon reinstatement, the nurse shall begin to accrue seniority and other benefits (subject to any plan eligibility requirements) and shall have previously accrued seniority and benefits restored.

**6.4.1 Notification to Employer.** Nurses on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Hospital. These statements must be provided to the Employer during the ten (10) day period following six (6) months and nine (9) months of layoff, respectively. If the nurse fails to meet this notification requirement by the specified dates, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate. The Employer shall provide each nurse subject to layoff with the written notification form to be utilized by the nurse pursuant to this section. The form shall include the applicable notification dates for timely response.

**6.5 Termination.** Seniority shall cease upon termination of employment; for example, discharge, resignation, retirement, failure to return to work on a timely basis from an approved leave of absence, refusal to accept a comparable job opening (same FTE status and shift) offered by the Employer while on layoff status, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures established by the Employer. The Employer will notify the Union of any recall procedures prior to the recall. Nurses on layoff shall be responsible for maintaining current addresses

and telephone numbers with the Employer. Failure to comply with the notification and reporting requirements contained herein shall result in termination.

**6.6 Seniority Roster.** In the event of a layoff, a seniority roster shall be posted outside Human Resources, in the Report Room, and a copy will be sent to the Union.

**6.7 Low Census.** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. In the event of a low census condition, the Employer will seek out volunteers to take time off before determining and implementing the reduced staffing schedule required. If there are insufficient volunteers, the Employer will endeavor to rotate low census equitably. Low census hours shall not affect a nurse's eligibility for medical benefits (Article 13). Low census of a minimum of six (6) hours in one shift shall count as a rotation turn.

If no one volunteers for low census, the charge nurse will endeavor to assign low census/call status in the following order, subject to skill, competence, ability and experience in the opinion of the Employer

1. Nurses who are working overtime and/or are receiving premium pay.
2. Per Diem nurses.
3. Part-time nurses if the nurse has not been low censused that week.
4. Full-time nurses scheduled for thirty-six (36) hours that week will be considered before Full-time or Part-time nurses who have been previously assigned low census in the same week.

A charge nurse will not be low censused unless there is another scheduled nurse who can assume charge. Consistent with nursing standards and state regulations, a nurse may be low censused and placed on call at the discretion of the charge nurse.

Use of a traveler will never result in low census of a unit member.

**6.8 Job Posting.** When a nurse opening occurs, seniority shall be the determining factor in filling such vacancy providing skill, competency, ability and experience are considered substantially equal in the opinion of the Chief Nursing Officer. Notice of job openings shall be posted ten (10) days in advance of their being filled except under unusual circumstances that required more immediate action on the part of the Employer. To be considered for such job opening, a nurse must indicate such interest in writing to the Chief Nursing Officer. This commitment shall not apply where a temporary reassignment is necessary to provide quality patient care, nor will it apply when a position is being filled on a temporary basis by a nurse for orientation and training. When the Employer is unable to transfer a qualified nurse to a vacant position which is being filled on a temporary basis, the nurse will be notified as to when the transfer may be expected to take place in the future. Absent unusual circumstances beyond the Employer's control, it would be the intent of the parties that the term "temporary basis" would mean a period of time not to exceed sixty (60) days.

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

**7.1    Work Day.** The normal work day shall consist of twelve (12) hours' work to be completed within twelve and one-half (12 ½) consecutive hours.

**7.1.1** For those working an eight (8) hour shift, the normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 ½) consecutive hours.

**7.1.2** For those working a ten (10) hour shift, the normal work day shall consist of ten (10) hours' work to be completed within ten and one-half (10 ½) consecutive hours.

**7.2    Work Period.** The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

**7.3    Innovative Work Schedules.** Recognizing the difficulty in setting and maintaining schedules at a small rural hospital, the parties agree that nurses will be scheduled to maintain their full-time, part-time or per-diem status and that the Employer will schedule nurses as needed to provide quality patient care.

An innovative schedule is defined as a work schedule that requires a change, modification or waiver of shifts, shift duration, and/or weekend work. Written innovative schedules may be established by mutual agreement between the Employer and the nurse involved. Prior to the implementation of the new innovative schedule, the Employer will give the Union notice of the innovative schedule and the conditions of employment relating to that schedule. If the Union promptly requests it, the Employer and the Union will bargain about the terms and conditions of the innovative schedule. When innovative schedules are used, the Employer retains the right, effective at the beginning of a posted work schedule, to revert to a schedule that uses the work days defined in Article 7 or the work schedule which was in effect immediately prior to the innovative schedule, after giving at least two (2) pay periods' advance notice to the nurse.

**7.4    Overtime.** Overtime shall be compensated for at the rate of one and one-half (1 ½) times the regular rate of pay for all time worked in excess of forty (40) hours per week, or as required-by law. If a nurse works more than fourteen (14) consecutive hours, double time (2x) will be paid beginning with the fifteenth (15th) hour of work and all consecutive hours thereafter. Overtime shall be calculated to the nearest fifteen (15) minutes. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision.

**7.5    No Pyramiding.** There shall be no duplicating or pyramiding of overtime or other compensation paid at the rate of time and one-half (1 ½) or double time (2x) for the same hours worked. When a nurse is eligible for two (2) or more forms of compensation for the same hours worked, the nurse shall receive the higher of the two pay rates.

**7.6    Meal/Rest Periods.** Meal periods and rest periods shall be provided in accordance with state law (WAC 296-126-092). All nurses shall be allowed an unpaid meal period of one-half (½) hour. Nurses required by the Employer to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a paid rest period of ten (10) minutes within each four (4) hours of working time.

**7.7 Weekends Off.** The Employer will make a good faith effort to schedule all full-time and part-time nurses to every other weekend off or for those who rotate schedules, three (3) weekends off in an eight (8) week period.

**7.8 Rest Between Shifts.** Each nurse shall normally have an unbroken rest period of at least nine and one-half (9-1/2) hours between shifts. This provision may be waived by mutual consent between the nurse and Employer. Nurses who work without nine and one-half (9-1/2) hours off between regularly scheduled shifts will be paid time and one-half (1-1/2) for all hours worked within the nine and one-half (9-1/2) hour period. This provision shall not apply to nurses assigned to standby and callback.

**7.9 Posted Work Schedules.** Work schedules will be posted two (2) weeks in advance of the previous schedule ending. Except for emergency conditions involving patient care and low census conditions, the nurse's work schedule, once posted, may be changed only by mutual consent.

**7.10 Shift Rotation.** Except for emergency conditions involving patient care, there shall be no shift rotation except by mutual agreement. This section shall not apply to nurses who were hired specifically with the understanding that they may be required to rotate shifts. If shift rotation is required, volunteers will be sought first.

**7.11 Report Pay.** Any nurse who is scheduled to work and comes to work without receiving prior notice that no work is available (i.e. low census), shall receive three (3) hours of work at the regular rate of pay. Should the Employer make a bona fide attempt to notify the nurse of a cancellation of shift but be unsuccessful in doing so, this provision shall not apply. It shall be the responsibility of the nurse to maintain a current address and telephone number listing with the Chief Nursing Officer. Failure to do so shall excuse the Employer from the notification requirements provided herein.

**7.12 Change in FTE Status.** If a reduction in FTE is determined by the Employer to be necessary, the least senior nurse(s) on the shift in that department will receive the FTE reduction. The Employer will first seek volunteers from the department and shift to accomplish these changes. Any nurse subject to an involuntary reduction in FTE will be given preference up to the prior FTE if the Employer seeks to expand the hours of existing FTE on the nurse's department and shift.

Any nurse subject to an involuntary reduction in FTE may bump into the position of a less senior nurse, providing the nurse is qualified for the position in the opinion of the Employer. The nurse displaced as a result of this bumping process may bump into the position of a less senior nurse until the process comes to a completion.

**7.13 OR/PAR Guarantee.**

Full-time OR/PAR Nurses will be required to fulfill twenty-four (24) hours of productive work per week. A guaranteed twelve hours of nonproductive work (not to exceed thirty-six (36) hours) will be paid.

Productive Work:	Hours physically at hospital
Nonproductive Work:	Available for callback (not physically at hospital)
Regular Hours:	Monday through Friday, 0700 to 1900

To satisfy this guarantee, a total of twenty-four hours per seven day week of productive work (including regular hours and callback hours) will be required. Nurses will be available to float but not to replace a unit member at the discretion of the CNO or delegatee.

- Time and ½ will be paid for all call backs occurring between the hours of 1900 and 0700 on weekdays and on weekends between 1900 Friday and 0700 Monday.
- Call pay will be paid to on-call staff as scheduled. Call will be divided equally among OR/PAR Nurses.

Nurses not available to work the regular shift will find a suitable replacement or use benefit time.

Changes to guaranteed hours or days may be done by notifying the Union and nurses fourteen (14) days prior to the change to allow for discussion.

In exchange for this guarantee, OR/PAR Nurses agree to work all scheduled shifts. OR/PAR Nurses will be available on weekdays between 0700 and 1900 when on call primarily for surgery but also for assisting on floor work. Additionally, OR/PAR Nurses agree to cross train into floor work as requested.

Shift Differential (9.1) Shall be paid for those hours worked under the employee's normal job duties.

Weekend Premium (Article 9) For premium pay purposes, the weekend shall begin at 7:00 pm Friday and end at 7:00 pm Sunday.

## ARTICLE 8- COMPENSATION

**8.1      Wage Rates.** Nurses covered by this Agreement shall be paid in accordance with the following hourly base wage rate schedule effective the first full pay period following January 31, 2016 at their appropriate current step:

Base	\$26.10
Step 1	\$26.89
Step 2	\$27.69
Step 3	\$28.52
Step 4	\$29.38
Step 5	\$30.26
Step 6	\$31.17
Step 7	\$32.10
Step 8	\$33.07
Step 9	\$34.06
Step 10	\$35.08
Step 11	\$35.52
Step 12	\$35.96
Step 13	\$36.41
Step 14	\$36.87
Step 15	\$37.33
Step 16	\$37.79
Step 17	\$38.27

Step 18	\$38.75
Step 19	\$39.23
Step 20	\$39.72
Step 21	\$40.12
Step 22	\$40.52
Step 23	\$40.92
Step 24	\$41.33
Step 25	\$41.75

**8.2 Compensation Increases.** All increases in compensation set forth in this Agreement shall become effective the first full payroll period closest to the date designated.

**8.3 Longevity Steps.** Longevity step increases will occur after 1872 hours of worked time, overtime, callback, double time, holiday pay if worked and will also include low census hours.

**8.4 Recognition of Past Experience.** Nurses hired during the term of this Agreement shall be compensated at a wage level in accordance with the following plan:

- a. Nurses with two (2) or more years of continuous recent experience in nursing shall be employed at not less than the first year step.
- b. Nurses with four (4) or more years of continuous recent experience in nursing shall be employed at not less than the second year step.
- c. Nurses with six (6) or more years of continuous recent experience in nursing shall be employed at not less than the third year step.
- d. Nurses with eight (8) or more years of continuous recent experience in nursing shall be employed at not less than the fourth year step.
- e. For purposes of this section, continuous recent experience shall be defined as clinical nursing experience in an acute care facility (i.e. freestanding emergency and surgery centers, hospitals, home health agencies) or experience as a nurse practitioner without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Chief Nursing Officer. It shall remain the prerogative of the Employer to establish at what step in the schedule to place nurses in all other circumstances.

**8.5 Part-Time Premium in Lieu of Benefits.** In lieu of all benefits provided for by this Agreement, except the retirement plan if eligible, a part-time nurse shall receive a two dollar (\$2) per hour wage differential and holiday premium pay if worked.

## **ARTICLE 9- PREMIUM PAY**

**9.1     Shift Differential.** Nurses assigned to work the second shift differential shall be increased to one dollar and fifty cents (\$1.50) and third shift differential shall be increased to three dollars (\$3.00) per hour and nurses assigned to work the third shift shall receive a shift differential of three (\$3.00) per hour over the contract hourly rate of pay. Nurses working an overlapping shift will be paid shift differential for the entire shift if a majority of the hours are worked on the second or third shift.

**9.2     On-Call.** All nurses assigned to on-call shall be paid on-call pay for the hours awaiting call to work at the rate of three dollars and fifty cents (\$3.50) per hour.

**9.3     Low Census On-Call.** If a nurse is called back to work while on-call status during low census, the nurse shall be paid a premium of time and one half ( $1\frac{1}{2}$ ) for all call back hours occurring during a period of low census with a minimum of two (2) hours of work. No premium applies if the nurse requested low census.

**9.4     Callback.** For callbacks from on call or low census on call that do not occur during the nurse's regular shift, the nurse shall receive a premium of time and one-half ( $1\frac{1}{2}$ ) for all hours worked with a minimum guarantee of two (2) hours of work.

**9.5     Unscheduled Call.** A nurse shall be paid five dollars (\$5.00) per hour for unscheduled on-call.

**9.6     Weekend Premium Pay.** Any nurse who works on a weekend shall receive two dollars (\$2.00) per hour for each hour worked on the weekend in addition to the nurse's base rate of pay. (The weekend premium will be considered a part of the regular rate of pay for overtime calculations). For premium pay purposes, the weekend shall begin at 7:00 p.m. Friday and end at 7:00 p.m. Sunday.

**9.7     Charge Nurse.** A nurse who is assigned by the Employer charge responsibilities shall receive an additional two dollars (\$2.00) per hour for being a day shift Charge Nurse. A nurse assigned by the Employer to be a charge nurse on the night shift shall receive an additional two dollars and fifty cents (\$2.50) per hour.

**9.8     Work on Day Off.** Full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for the hours worked.

**9.9     Certification Pay.** Nurses who become certified (national certifications) shall receive one dollar (\$1.00) per hour premium for each first certification and an additional fifty cents (\$.50) for second or more certifications up to a maximum of two certifications.

**9.10    BSN.** Nurses who have their BSN shall receive an additional fifty cents (\$0.50) per hour premium.

**9.11    Unscheduled Days of Work.** For Full or Part Time nurses, a premium of time and one half ( $1\frac{1}{2}$ ) will be paid for those shifts picked up after the scheduled has been posted. A Per Diem nurse will qualify for this premium only when the shift picked up was not open on the original posted schedule.

## ARTICLE 10- HOLIDAYS

**10.1 Recognized Holidays.** Full time nurses who do not work on the Holiday will receive 8 hours of Holiday base pay for the following holidays: :

New Years Day	January 1
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Floating Holiday	Year 2016: May only be taken between April 1 and November 30 Years 2017 and 2018: Taken between January 1 and November 30

**10.2 Work on Holidays.** Any nurse who works between 12:00 a.m. and 11:59 p.m. of the actual holiday will be paid the nurse's base wages plus a holiday premium equal to the base wage for holiday hours worked. Supervisors of each department will decide whether a nurse works on a holiday or has the holiday off. Part-time, probationary nurses, or per diem nurses will receive holiday pay equal to their base rate of pay only if they work on the designated holiday.

## ARTICLE 11- VACATION BENEFITS

### **11.1 Vacation Schedule.**

All full-time nurses will accrue vacation as follows:

<u>Years Service</u>	Max Hours Per Year		
	<u>Accrual Per Hour Worked</u>	<u>Max Days Per Year</u>	<u>Capped Accrual Hours</u>
1 – 4	0.0400	10	160
5 – 9	0.0609	15	240
10+ Years	0.0829	20	320

Vacation for the first year of employment will not be due or payable until after the anniversary date of employment. After the first year of employment, the vacation accrual rate is calculated from January 1 to December 31 of each year. To determine the number of hours of vacation for which a nurse is eligible, select the number of years of service on the above chart which applies to the nurse. Multiply that times the accrual rate per hour times the actual number of hours worked by the nurse. For example in years 1-4, a nurse working an average of 32 hours per week for the entire year would earn approximately 66.56 hours of vacation, except for the first year of employment. A nurse working 40 hours per week would earn 80 hours of vacation per year, except for the first year of employment. No nurse may take more vacation than is due and payable.

Nurses who do not have enough accrued vacation hours to cover their requested vacation time off may be allowed the vacation time off on an unpaid basis at the discretion of the Chief Nursing Officer for those hours not covered by their accrued vacation time.

Low Census hours shall be counted for the purpose of the accrual of vacation hours.

**11.2 Scheduling.** Vacations shall be scheduled off pursuant to Hospital policy.

**11.3 Termination.** Nurses who have completed one (1) year of continuous full-time service will be paid at the time of termination or retirement for accrued but unused vacation. No accrued vacation will be paid to nurses who terminate prior to completing one (1) year of continuous service. Nurses who terminate without giving two (2) weeks' advance written notice will not receive their accrued vacation. Exceptions to this vacation pay plan may be made by the CEO or Chief Financial Officer.

### **ARTICLE 12 - SICK LEAVE**

**12.1 Accrual.** Full-time nurses shall accumulate sick leave at the rate of .0481 hours for each hour worked including low census hours. The maximum accumulation of sick leave shall be limited to 480 hours per nurse. Qualifying nurses do not accrue sick leave.

**12.2 Sick Leave.** Upon successful completion of the sixty (60) day benefit eligibility period, the nurse will be paid for sick leave as of the first day for the number of hours the employee was scheduled to work provided an absentee report is properly completed and turned in to Human Resources in the appropriate time frame.

**12.3 Notification.** The nurse shall notify the Employer, if possible, at least two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Failure to do so may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave will be grounds for discharge.

### **ARTICLE 13- MEDICAL BENEFITS**

**13.1 Medical Insurance.** Fulltime nurses are eligible for the Employer's medical insurance coverage on the first day of the month following sixty (60) days of continuous full-time employment. Interested nurses are responsible to return to Human Resources the forms they were given at benefits orientation to sign up and must join the plan on or before the date they become eligible. The Hospital pays the entire single premium for full-time employees. If a nurse wishes to enroll a spouse and/or dependents, s/he may do so at his/her own expense. The cost of spouse/family coverage will be deducted from the nurse's check. Family coverage also must be signed up at the time of eligibility. New dependents may be added anytime during the year. Dependents may be dropped at open enrollment or during the plan year upon the occurrence of a qualifying event as outlined in the current IRS regulations. A copy of the medical insurance coverage offered may be obtained from Human Resources.

**13.2 Retirement.** The Employer will provide a retirement plan for eligible nurses. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan.

**13.3 Life Insurance.** Full time nurses who have completed the 60 day qualifying period participate in the Employer's group life insurance plan in accordance with the plan document.

**13.4 Other Insurance.** The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

**13.5 Plan Changes.** In the event the Employer modifies its current plan or provides for an alternative plan(s), the Employer will notify the Union in writing of the plan changes and/or increased premiums. During the thirty (30) day period following this notification, the Union may provide the Hospital with its comments and input regarding the changes for the Hospital's consideration. The Employer reserves the right to implement the Hospital's plan/premium changes following this thirty (30) day review period.

## **ARTICLE 14- LEAVES OF ABSENCE**

**14.1 Approved Leave of Absence.** An approved leave of absence is a period of time during which a nurse temporarily leaves active employment with the Employer with the intention of resuming employment on a definite, stated date. During this time off, the nurse shall receive no pay or benefits, unless the nurse elects to take earned vacation or accrued sick leave in the appropriate case. Longevity steps, seniority and benefits accrued at the time of taking a leave of absence shall be retained by the nurse upon return to work. The leave of absence shall commence beginning on the first day of absence from work.

**14.2 Request for Leave.** All leaves of absence are to be requested by the nurse from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the leave request shall be given by the Employer within ten (10) days of the leave request submittal date. If denied, the written reply will state the reason for such denial.

**14.3 Family Leave.** As required by federal law, upon completion of one (1) year of continuous employment, any nurse who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child, to care for a spouse or immediate family member with a serious health condition, or when the nurse is unable to work due to a serious health condition. The Employer shall maintain the nurse's health benefits during this leave and shall reinstate the nurse to the former or equivalent position (same department, FTE and shift) at the conclusion of the leave. If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations, and conditions set forth in the applicable law and shall not be more broadly construed. The Employer may require, or the nurse may elect to use any accrued paid leave time for which the nurse is eligible during the leave of absence.

Generally, nurses must give at least thirty (30) days' advance notice to the Employer of the request for leave when the need is foreseeable. Otherwise, nurses will advise the Employer of a need for leave as soon as practicable.

The Employer will comply with state leave laws, including the Family Care Act of Washington State, in application of its sick leave benefit program. See information posted on the HR bulletin boards.

**14.4 Maternity Leave.** If a nurse is not eligible for FMLA, after one (1) year of continuous employment a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes. Nurses may use a combination of paid time (e.g., benefits if disabled) and unpaid time. A nurse who returns to work within forty-five (45) calendar days (which includes paid time and unpaid time combined) following the date of commencement of such leave shall be returned to her former position, shift and unit. In the event the maternity leave exceeds forty-five (45) days and is not more than six (6) months, a nurse shall be offered the first available similar opening for which the nurse is qualified. Nurses on approved maternity leave without pay may continue their group medical coverage provided the nurse pays the required monthly premium during the length of the leave.

**14.5 Health Leave.** If a nurse is not eligible for FMLA, after one (1) year of continuous employment, leave without pay shall be granted upon request of a nurse for a period of up to six (6) months for health reasons upon the recommendation of a physician without loss of benefits or seniority accrued to the date such leave commences. If the nurse's absence from work for health reasons does not exceed thirty (30) calendar days, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the leave, not to exceed six (6) calendar months, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. Prior to the nurse returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse's capability to perform the work required of the position. Nurses who must discontinue work for health reasons may continue their group medical coverage, provided the nurse pays the required monthly premium during the length of the leave.

**14.6 Jury Duty.** The Hospital will allow nurses to use sick leave when they serve on jury duty on a day they were scheduled to work. The nurse must make arrangements with the nurse's supervisor in advance and submit an absentee report form.

**14.7 Witness Duty.** If a nurse is called to be a witness on behalf of the Employer in any judicial proceeding, the nurse shall be compensated by the Employer for the difference between the nurse's witness fee pay and the nurse's regular rate of pay. Nurses who serve as a witness on behalf of the Employer will be administratively assigned to the day shift for the duration of the testimony. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time.

**14.8 Military Leave.** Leave required in order for a nurse to maintain status in the military shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time. The Employer may request written verification of duty requirement.

**14.9 Bereavement Leave.** Sick leave and/or vacation leave of up to three (3) days with pay for full-time nurses shall be granted for a death in the immediate family. Immediate family shall be defined as the nurse's spouse, child(ren), grandparents, stepchildren, grandchildren, parents, parents-in-law, brothers, sisters and any person residing permanently in the nurse's household.

**14.10 Leave Without Pay.** Leave without pay for a period of thirty (30) days or less within an anniversary year shall not alter a nurse's anniversary date of employment. Leave without pay for a period in excess of thirty (30) days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave. No benefits shall accrue during an unpaid leave of absence. A nurse returning from a leave shall not disrupt normal scheduling patterns (7.9).

**14.11 Leave with Pay.** Leave with pay shall not alter a nurse's anniversary date of employment. Nurses returning to work following a period of approved leave of absence with pay shall return to their previous unit, shift and former full-time or part-time status, unless otherwise agreed to when the leave was granted. A nurse returning from a leave shall not disrupt normal scheduling patterns (7.9).

**14.12 Return from Leave.** Except as required by law or as-provided elsewhere in this Agreement, nurses returning from an approved leave of absence shall be entitled to the first available job opening consistent with the job description held by the nurse prior to the leave of absence. When ready to return from a leave of absence, the nurse must submit a letter to the Chief Nursing Officer in advance, stating the nurse's availability and interest in returning to work. Failure to notify the Hospital of the employee's interest in returning to work by the expiration date of the leave shall result in the employee's termination, unless the leave is extended at the sole discretion of the Employer. In the event that a nurse on a leave of absence does not return to work within the approved time frame, the nurse will be terminated.

## **ARTICLE 15- NURSING PRACTICE AND EDUCATION**

**15.1 Orientation.** The objectives of orientation shall be to familiarize newly hired nurses with the objectives and philosophy of the Hospital and nursing services, to orient new nurses to hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities to enable them to practice independently. Nurses will be oriented through a combination of instructional conferences, floor and/or shift work.

**15.2 In-service Education.** A regular and ongoing in-service education program shall be maintained. The objectives of in-service education shall be to review the philosophy, objectives and functions of in-service education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends. The functions of in-service education shall be to promote the safe and intelligent care of the patient; to develop staff potential; to create an environment that stimulates learning creativity and personal satisfaction; and to facilitate cross-orientation. Nurses who are required to attend in-service education meetings or staff meetings shall be paid at the base rate of pay or overtime rate when applicable.

**15.3 Nursing Practice/Conference Committee.** The Employer, jointly with elected representatives of the bargaining unit, shall establish a committee with the functions of:

- To assist with personnel and other mutual problems
- To foster improved communication between the Employer and the nurses.
- To consider constructively staffing and scheduling issues and the productive and efficient use of nursing personnel
- To improve safety and potentially hazardous conditions

The function of the committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of three (3) representatives of management and three (3) staff nurse

representatives. One of the management representatives shall be the Director of Nursing. All members of the Committee shall be employees of the Hospital. The Committee shall meet upon request but not more frequently than quarterly. An agenda for the meeting will be provided at least one (1) week in advance of the scheduled meeting date. Additional meetings may be scheduled by mutual consent.

**15.4 Staffing Committee.** The purpose of this committee is to facilitate the achievement of the mutual goal of quality patient care by actively addressing staffing issues.

**Intent.** It is the role of the staffing committee to recommend objective measures to improve staffing and patient care. The Hospital will consider such recommendations and will advise the Staffing Committee of its response. Responses to specific Staffing Committee recommendations shall be presented to the Committee verbally or in writing at the next scheduled meeting of receiving the Committee's recommendations.

**Membership.** The committee shall consist of three (3) nurses elected by the staff nurses to represent various departments, with an equal amount of management representatives. In addition to the nurses a union representative may attend the meetings.

**Regular Meetings and Minutes.** The Staffing Committee may schedule regular meetings at least quarterly. The chair person shall rotate among the committee members. An agenda will be prepared prior to the meetings and distributed prior to the meeting. Minutes will be kept for each meeting.

## **ARTICLE 16- GRIEVANCE PROCEDURE**

**16.1 Grievance Defined.** A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If a grievance arises, the nurse shall utilize the following grievance procedure.

### **Step 1. Immediate Supervisor**

If a nurse has a grievance, the nurse shall present the grievance in writing to the nurse's immediate Supervisor within ten (10) calendar days from the date when the nurse became aware, or reasonably should have known, of the facts that constitute the grievance. Upon receipt thereof the immediate supervisor shall attempt to resolve the problem and shall respond in writing within seven (7) calendar days following receipt of the written grievance.

### **Step 2. Chief Nursing Officer**

If the matter is not resolved at Step 1, the nurse shall present the written grievance within seven (7) calendar days of the immediate supervisor's decision to the Chief Nursing Officer. The Chief Nursing Officer, and/or designee, and the nurse shall confer in an attempt to resolve the grievance. The Bargaining Unit Representative may be present, if requested by the nurse. The Chief Nursing Officer or designee shall issue a written reply within seven (7) calendar days following receipt of the grievance.

### **Step 3. Hospital CEO**

If the matter is not resolved at Step 2, the nurse shall present the written grievance within seven (7) calendar days of the Step 2 response to the Hospital CEO designee. Within seven (7) calendar days thereafter, there shall be a meeting with the Hospital CEO, and/or designee, the nurse and the Bargaining Unit Representative and/or a Union Representative. The CEO, or designee, will issue a written response within fourteen (14) calendar days following the meeting.

### **Step 4. Arbitration**

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing for arbitration within ten (10) calendar days following receipt of the Step 3 decision. If the Hospital 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 have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall have no authority to substitute his judgment for that of the Employer nor reverse the Employer's exercise of discretion in management decisions involving patient care. Each party shall bear one-half (1/2) of the fee of the arbitrator and 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 expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue a written award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

**16.2** The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and the Hospital, and shall be confirmed in writing by the parties.

**16.3** Any disposition of a grievance from which no appeal is taken within the time limits specified in this grievance procedure shall be deemed withdrawn and shall not thereafter be subject to the grievance procedure.

## **ARTICLE 17- UNINTERRUPTED PATIENT CARE**

**17.1 No Strike.** It is recognized that the Employer is engaged in a vital public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Union. Neither the Union nor its member, agents, representatives, nurses or persons acting in concert with them, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever during the life of this Agreement for any cause whatsoever.

**17.2 No Lockout.** The Employer agrees not to engage in any lockout during the life of this Agreement.

## **ARTICLE 18- MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or 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 job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to layoff employees for lack of work; to recall employees; to require 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 Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

## **ARTICLE 19- GENERAL PROVISIONS**

**19.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the 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 arriving at a mutually satisfactory replacement for such provision.

**19.2 Amendments.** Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**19.3 Past Practices.** Past practice shall not be binding on the Employer.

## **ARTICLE 20- DURATION**

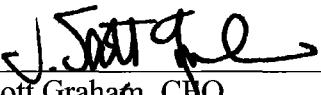
This Agreement shall be effective the first full pay period after the latter approval of both parties and shall remain in full force and in effect until October 31, 2018 and annually thereafter unless either party serves notice on the other to amend or terminate the Agreement by giving written notice to the other party not less than ninety (90) days in advance of the expiration date.

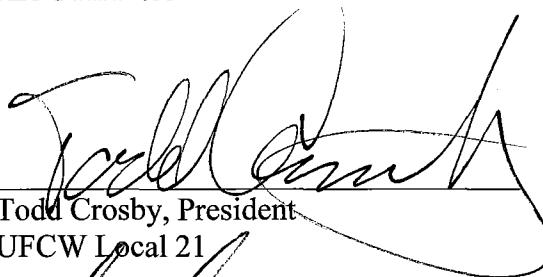
### **Re-Openers:**

**October 31, 2016** – Article 8 and Article 7.13 OR/PAR Guarantee

**October 31, 2017** – Article 8 and Article 7.13 OR/PAR Guarantee

Signed this 4 day of <sup>April</sup> February, 2016.

  
J. Scott Graham, CHO  
Three Rivers Hospital

  
Todd Crosby, President  
UFCW Local 21

  
Patrick Pedersen, Union Negotiator  
UFCW Local 21

# 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 Discipline

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 legally-binding 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 44,000 other members of UFCW 21.

## Statement of Your Right to Union Representation (Weingarten Rights)

*“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.”*

## Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your rights:**

**[www.ufcw21.org](http://www.ufcw21.org)**

***Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.***

## **VISIT [UFCW21.ORG](http://UFCW21.ORG):**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

**UFCW 21**

**Todd Crosby, President • Faye Guenther, Secretary-Treasurer**

---

**Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438  
Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909  
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979  
Spokane: 1710 N Calispel, Spokane, WA 99205-4808, Phone 509-340-7369, Fax 509-624-1188**