

Agreement by and between

# UFCW 21 and Ferry County Hospital



**RN**

**Effective 8/1/2021 - 7/31/2024**



# 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 46,000 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.

My Union Representative:

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My Union Steward:

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**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.**

**AGREEMENT BY AND BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 21  
AND  
FERRY COUNTY PUBLIC HOSPITAL DISTRICT #1  
REPUBLIC, WASHINGTON**

This Agreement is made and entered into by and between the United Food and Commercial Workers Union, Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union" and Ferry County Public Hospital District #1 hereinafter referred to as the "Employer." 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 representative for all regular full-time and regular part-time Registered Nurses, and PRN Registered Nurses as defined in subsection 5.6 referred to as the bargaining unit, who are employed by the Employer at Ferry County Public Hospital District #1, for the purpose of discussions and agreements with respect to rates of pay, hours of work, conditions of employment, and other pertinent matters as specified in the Agreement; excluding supervisors, confidential employees, employees contractors and all other agents of the Employer.

The recognition is as certified in Case No. 10906-E-94-1801 in the State of Washington before the Public Employment Relations Commission. All employees not included or excluded in this certification are excluded and not intended to be covered by this Agreement, except as modified above. The terms of this Agreement are not intended to and do not apply to the Registered Nurses working in the Clinics, including but not limited to the rates of pay, hours of work and conditions of employment and other pertinent matters specified in this Agreement.

**ARTICLE 2- MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the obligation of serving the public with quality medical care, efficiently and economically, and meeting medical emergencies. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including but not limited to, the right to operate and manage the hospital, nursing home and clinic; the right to require and set standards of performance and to maintain order and efficiencies; to direct employees and to determine the materials and equipment to be used; to maintain the efficiency of operations; 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, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay-off, recall to work and retire employees; to discipline, demote and discharge employees for cause, provided, however, the Employer reserves the right to discharge any employee deemed - to be incompetent based upon reasonable related established job criteria; to use independent contractors to perform work or services; to subcontract, contract out, close

down or relocate the operations or any part thereof; 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 rights and 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. The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

### ARTICLE 3- MEMBERSHIP

**3.1 Union Security.** Employees shall have the option of joining or not joining the Union. Such determination must be made within thirty (30) days from the execution of this Agreement or within thirty (30) days from the date of hire. Employees choosing to join the union must submit a Dues Authorization Card to the Hospital and the Union if they choose payroll deduction. Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union within the last ten days prior to the yearly anniversary date of this Agreement and/or prior to the expiration of the Agreement.

Employees choosing not to join the Union must submit such declaration to the Union in writing. Failure to submit such declaration within the thirty (30) day period shall require the employee to be removed from the schedule until the employee becomes a member of the Union as discussed above.

**3.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues and an initiation fee in the amount certified by the Union 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 term, unless the wages owed an employee are less than the amount of money which the employee has authorized the Employer to deduct in which case the Employer shall make no deductions. The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly 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 indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability (including attorneys' fees and costs incurred by the Employer that may arise against the Employer, its employees or agents, for or on account of any deduction made from the wages of such nurse.

**3.3 Employee Rosters.** Upon the signing of this Agreement and quarterly thereafter, the Employer shall supply to the Union a report electronically of all employees covered by this Agreement. The Employer shall notify the Union of new hires monthly. The list shall include any new hires, the

name, address, and the phone number, employee ID number (including last four digits of social security number), employee status, date of hire, hourly rate of pay, any nurse with a name change (identifying both their prior name and new name) or address change and of all bargaining unit employees who have terminated during that month. The Roster will be changed after the employee becomes aware of the change. It will be the employee's responsibility to inform the Employer of any changes within 30 days.

#### **ARTICLE 4 - UNION REPRESENTATION**

**4.1 Union Access.** The Union will notify the Superintendent in writing of its representatives who are authorized to deal with the Employer about employment conditions and adjustments of any problems under this Agreement. Union authorized staff representatives as the Superintendent may approve in advance, may have access to such areas of the Employer's premises and for such purposes and at such times as the Superintendent may approve in advance of such visits. The Union's representative may enter upon the Employer's premises to attend meetings as identified in the Grievance Procedure set forth in Article 17 of this Agreement. The representative's access shall be limited to the meeting space designated by the Superintendent.

**4.2 Bargaining Unit Representative.** The Union may designate, and the Employer recognize RN stewards when the Union has given the Employer written notice of the selection and the scope of authority. 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 work or patient care.

**4.2.1** Subject to scheduling and patient care requirements as determined by the Employer, elected officers and representatives of Local 21 shall be allowed unpaid time off for Union business as necessary.

**4.2.2 Negotiations.** Subject to notification by the RN's to their appropriate supervisor and scheduling requirements, negotiating team members shall be given unpaid release time for joint negotiations. The Union will designate two bargaining unit representatives by the 10<sup>th</sup> day of the preceding month. The Union may replace the designated representative due to unforeseen circumstances.

**4.3 Bulletin Board.** The Union shall be permitted to post Union announcements and notifications of professional activities signed by a designated bargaining unit chairperson /designee such announcements and notifications as the Superintendent has approved by initialing and dating the notice in the space provided by the Employer on nursing bulletin boards at its main hospital facility (Ferry County Memorial Hospital), at its long-term care facility adjacent to Ferry County Memorial Hospital, and at any other sites where bargaining unit nurses are employed.

**4.4 Contract and Job Descriptions.** The Employer shall give each newly hired nurse a copy of this Agreement, a membership application and payroll deduction form, and the nurse's job description. The Union will provide copies of this Agreement to the Employer.

**4.5 New Hire Orientation.** The Employer shall provide the Union access to new hires on one of the Human Resources Orientation Days, or individually not to exceed one half (1/2) hour regular, non-shift, paid time. At this time, the Union representative will provide new hire RN's with relevant union membership materials. A list of new hired employees will be provided to the Union Representative and Stewards one week prior to the Orientations Days.

## ARTICLE 5- DEFINITIONS

**5.1 Resident Nurse.** A Resident Nurse is defined as a Registered Nurse whose clinical experience after graduation is less than 1040 work hours or a Registered Nurse who is returning to practice with no current clinical training or experience. Residency shall not exceed 520 work hours unless mutually agreed to by the Chief Nursing Officer and Human Resources. Current experience is defined as within the last three years.

A resident nurse who functions continuously without close and direct supervision, and who is assigned the same level of responsibility as a staff nurse shall be compensated at the staff nurse rate of pay.

**5.2 Staff Nurse.** A Registered Nurse currently licensed in Washington, who is responsible for the direct and/or indirect nursing care of the patient/resident.

**5.3 Charge Nurse.** A Registered Nurse who is responsible for all aspects of patient care and the direct and/or indirect supervision of staff and administrative functions in addition to providing care during a shift at the hospital or long-term care areas.

**5.4 Full-Time Nurse.** A nurse who is regularly scheduled to work thirty-two (32) to forty (40) per week and who has successfully completed the required probationary period as defined in section 5.8.

**5.5 Part-Time Nurse.** A nurse who is regularly scheduled to work at more than twenty (20) hours but less than thirty two (32) hours per week and who has successfully completed the required probationary period as defined in section 5.8.

**5.6 PRN Nurses.** Nurses who are hired to work on an as needed basis and who work less than 80 hours per month will be classified as PRN. To maintain a PRN status an employee shall make himself/herself available to work thirty six (36) hours per month. PRN nurses are to be utilized for all duties required by the CNO commensurate with their experience, skills, and abilities.

**5.6.1** PRN nurses may be scheduled at their convenience or be on an on-call basis. Nurses must provide the hospital by the 10th of the month at least 3 shifts per month and must be available all shifts (one weekend per month), and one major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) per year.

**5.6.2** A PRN nurse works on an unscheduled or intermittent basis or on a regularly scheduled basis as a temporary employee (173.3 hours per month) for a limited period of time (normally never to exceed one six (6) month interval).

**5.6.3** If no availability has been provided for at least three (3) months, the PRN nurse may be terminated, and will be assessed on an annual basis for competencies and knowledge of facility policies and procedures.

PRN nurses shall not accrue seniority nor shall they receive any benefits. PRN nurses shall be paid not less than 12% above the nurse's appropriate longevity step, but may be paid more depending on current market needs and Superintendent approval, and shall be eligible to receive longevity steps after each 1872 hours. PRN differential does not apply to shift differential, standby pay, and holiday premium pay, if applicable. Regular status nurses who change to PRN status and subsequently return to regular status, with approval of the Chief Nursing Officer, within 1 year without a break in employment shall have previous seniority and benefit accrual rate reinstated excluding the time spent on PRN status.

**5.7 Temporary Nurse.** A nurse who has been hired to work for a specific need, strictly temporary in nature, for a relatively short period of time, but in no event to exceed 1872 hours, will be classified as temporary and will not accrue any benefits. Temporary nurses whose status is changed to full-time or part-time shall be subject to a 520 hour or 90 calendar day probationary period, whichever is greater.

**5.8 Probationary Period.** The probationary period shall be defined as either 520 hours OR 90 days, whichever is the longer period of time. A nurse who has been hired by the Employer on a full-time, part-time or PRN basis and who has been continually employed by the Employer up to 520 hours or 90 days shall be considered to have completed the probationary period unless specifically advised by the Employer of an extended probationary period up to an additional 520 hours or 90 days; the conditions of which shall be specified in writing. During the probationary period or any extension thereof, a nurse may be terminated without notice and without recourse to the grievance procedure. Full-time or part-time nurses who have completed the probationary status who change to PRN status and then return to full-time or part-time status shall not be subject to the probationary period.

**5.9 Regular Rate of Pay.** The regular rate of pay shall be defined to include the nurse's straight-time hourly rate, plus any applicable premium(s) (for District approved Certification/Specialty pay, BSN, MSN) for a given pay period, as required by the Fair Labor Standards Act (FLSA).

**5.10 Per Diem Option/In Lieu of Benefits.** Regardless of employment classification, regular full-time or regular part-time RNs may choose to be paid on a per diem basis, where a 12% differential is added to their regular hourly rate or salary in lieu of any benefits. An RN may exercise this option when hired or in January of each calendar year. If an employee later chooses to discontinue their per diem option, normal waiting periods for benefit eligibility will apply, effective the date of such discontinuance of per diem status, as applicable law allows.

## ARTICLE 6 – EMPLOYMENT PRACTICES

**6.1** The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. The requirements of the Americans With Disabilities Act shall supersede the provisions of this Agreement and any actions by the Employer in an effort to comply with the Americans With Disabilities Act shall not be considered a violation of this Agreement or be subject to any grievance procedure.

**6.2 Notice of Resignation.** Full-time, part-time and PRN employees who have completed the probationary period shall be required to give at least fourteen (14) business days of notice of resignation. Failure to give notice shall result in loss of accrued Benefits.

**6.3 Notice of Termination** Full-time, part-time or PRN employees who have completed the required probationary period shall receive at least fourteen (14) day's notice of termination or pay in lieu thereof including any accrued benefits, except in cases of discharge for cause.

**6.4 Discipline and Discharge.** No nurse shall be disciplined or discharged except for cause. It is the intent of the Employer to use progressive discipline when appropriate. Progressive discipline would generally be:

- 1) Verbal counseling/warning.
- 2) Written warning.
- 3) Suspension from work without pay, not to exceed fourteen (14) working days.
- 4) Discharge.

Which level of discipline the Employer will use is discretionary in a given situation and will depend on the circumstances and severity of the employee's conduct or work performance in the judgment of Employer.

A copy of all written disciplinary actions shall be given to the nurse at the time of discipline. Nurses shall be requested to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of a Bargaining Unit Representative or Union Representative during any fact finding disciplinary meeting with management which the nurse has been told or believes may lead to discipline and/or discharge of the nurse, provided such Union Representative's attendance will not cause any unreasonable delay. This provision shall not apply to non-disciplinary counseling of a nurse or supervisor, nor to meetings held for the sole purpose of communicating to the nurse what disciplinary action is being taken by the Employer against the nurse. The Hospital will notify the Union in writing postmarked within four business days, exclusive of weekends and holidays, following notice of suspension or discharge of any employee in the bargaining unit.

**6.5 Performance Review.** The Employer shall maintain a performance review program which should be considered a process for determining progress in personal and professional growth and development which results in quality patient care. Nurses shall usually receive a written review prior to the end of the probationary period and periodically (from 12-15 month from previous



review) thereafter. Nurses shall acknowledge such review by signature; such signature will imply neither agreement nor disagreement with the review. A copy of the review shall be given to the nurse. The employee will be given the opportunity to provide a written response to any written reviews, to be included in their personnel record.

**6.6 Personnel Files.** Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance review, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. Nurses will be given the opportunity to provide a written response to any written reviews or disciplinary actions to be included in the personnel file.

Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, permanent change in status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse upon request. Warning notices shall be removed after one (1) year, if no further written disciplinary action for any reason has occurred during this one (1) year period.

**6.7 Pay Period/Pay Day.** The typical work week begins at 12:00 am each Sunday morning and ends at 11:59 pm on the following Saturday. Employees will be advised if their work week will deviate from this.

With the commencement of the electric time clock system, a pay period will consist of two consecutive work weeks, according to the District's established payroll cycle. Payday will occur every other Friday. Paycheck information or details are available on the advice of deposit printout on every payday.

Employees, regardless of classification, are required to have their paychecks deposited directly to a bank checking or savings account.

**6.8 Travel.** A nurse who, under the direction of the Chief Nursing Officer or designee, accompanies a patient traveling by public or private conveyance shall be considered to be in the employ of the Hospital, unless by mutual agreement in writing between the nurse and Chief Nursing Officer or designee stating specifically and in advance that other arrangements have been made. If the return trip to the employer is not made by the same method of transportation in which the nurse traveled with the patient, the nurse's return trip transportation expense shall be provided before departure, if possible.

**6.9 Length of Service and Benefit Accrual.** Low census, paid time off, and major medical (EIB) shall be regarded as time worked for purposes of length of service and the accrual of benefits.

**6.10 Low Census.** Low census is defined as a decline in patient care requirements resulting in temporary staff hour reduction. During periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among nurses assigned to each area by shift, subject to competence, ability, and

availability as determined by the Employer. If an individual volunteers to take low census hours off, the hours shall be counted as a whole day for purposes of the rotation list.

Nurses who are subject to low census may use accrued annual leave time and such time off will count in the low census rotation. Temporary and PRN nurses will not normally be utilized in an area and shift where regular full-time or part-time nurses are subject to low census.

**6.10.1** Any nurse who is asked to stay home or is sent home due to low census on a regularly scheduled work day may elect to utilize PTO hours, unpaid PTO, or voluntary call for the remainder of the shift time. Voluntary call for the remainder of the shift must be mutually agreed upon by employee and charge RN, and will be compensated per article 10.3.

**6.11** Employees shall be compensated for all time spent on established committees when required to attend. Attendance at staff meetings will be encouraged and time compensated at the regular rate of pay. Time spent on required committee assignments will be counted toward overtime.

## **ARTICLE 7 – LENGTH OF SERVICE**

**7.1 Definition.** Length of Service shall mean an employee's continuous length of service as an RN with the Employer from the most recent date of hire. Length of Service benefits shall not apply to an employee until completion of a probationary period. During the probationary period, an employee may be discharged without notice and without recourse to the grievance procedure. Employees shall be notified in writing when they have completed their probationary period. Benefits shall be earned from the date of employment and become effective after the employee becomes a regular employee upon completion of the probationary period.

**7.2 Length of Service.** Length of Service shall be broken by the following:

- 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 six (6) months duration.

**7.3 Restructure.** The Employer will notify and discuss with the Union at least 14 days in advance (in the event of an emergency the time may be shortened) the need to restructure to include but not limited to shift changes, changes to FTEs, hours per day/days per week that would affect the entire bargaining unit.

**7.4 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 written notice of layoff to the Union and nurses fourteen (14) days before such action is to become effective, except in cases of urgent circumstances. During this time the Employer and Union shall meet to discuss the layoff. A

reduction in the number of hours scheduled in a workweek for employees shall not constitute a layoff.

**7.4.1** Notice of layoff need not be given to nurses who are employed in a probationary status. Layoffs in connection with the reduction of the work force shall be governed by the needs of the Employer, length of service, skill and ability in a specific area. Where skill and ability are equal, as determined by the Chief Nursing Officer, length of service shall prevail. In the event two or more nurses have the same dates of employment from the most recent date of hire, total accrued paid hours shall be the determining factor in order of layoff. If the same, a toss of coin will be done.

**7.4.2** The following order of layoff should be followed by the Employer:

- a) Traveling/Agency.
- b) Probationary nurses by length of service and skills.
- c) PRN nurses by length of service and skills.
- c) Part-time scheduled nurses by length of service and skills.
- d) Regularly scheduled nurses by length of service and skills.

**7.5 Recall Roster.** Upon reduction in force, nurses will be placed on a reinstatement roster for a period of twelve (12) months from date of the commencement of the reduction-in-force. Such nurses shall have a break in length of service while on reduction-in-force status but shall retain length of service and accrued unused benefits to the date of the commencement of the reduction-in-force.

**7.6 Seniority Roster:** When there is a layoff or restructure, a seniority roster will be sent to the union and posted in Human Resources at least fourteen (14) days in advance of the layoff/restructure. The 14 days will apply except in extreme cases where timing is critical.

**7.7 Recall.** When a vacancy is to be filled, the order of reinstatement will be in the reverse order of reduction-in-force, providing skill, competency, and ability are considered equal as determined by the Chief Nursing Officer. Upon such reinstatement, length of service shall commence to accrue length of service and the nurse shall have previously accrued unused benefits and length of service restored. It is the nurse's responsibility to keep the Employer informed as to current address and telephone number. Any recall of employees out of this recall order will be communicated to the Union representative.

**7.8 Job Openings.** Notice of regular job openings within the bargaining unit shall be posted according to the following procedure:

- 1) Local Posting and/or advertising.
- 2) Outside the Hospital District advertising at the election of the Employer.

Each job opening shall state job qualifications; FTE; hours of work; days of work if specified. Specific duties to be performed will be available for review in Human Resources.

Qualified nurses presently employed by the Employer may apply for open positions. To be considered for a regular job opening, the nurse must submit a written letter of intent for each posted position. When a regular job opening occurs within the bargaining unit, length of service shall be the determining factor in filling such vacancy provided the applicant's skills, ability and experience are considered substantially equal in the opinion of the Employer.

In the event at least two (2) weeks' advance written notice of intent to resign is not received by the Employer pursuant to Section 6.2 herein, the required posting period shall be waived in filling that position. If the Employer is unable to transfer a nurse to a vacant position pursuant to this section due to patient care considerations or departmental needs, the position may be filled on a temporary basis and the nurse will be advised as to when the transfer will occur.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

**8.1 Work Day.** The normal workday shall consist of eight (8) hours work to be completed within eight and one-half consecutive hours or twelve (12) hours within twelve and one-half (12½) consecutive hours.

**8.2 Work Period.** For eight (8) hour shifts, the normal work period shall consist of forty (40) hours worked within a regularly reoccurring consecutive seven day. For twelve hour shifts, the normal work period shall consist of thirty-six (36) hours worked within a regular reoccurring seven (7) day.

**8.3 Overtime.** The Employer and the Union agree that overtime will be minimized as determined by the Employer. Volunteers will be sought first when overtime is necessary.

**8.3.1 Overtime** shall be compensated at the rate of one and one-half (1½) times the nurse's regular rate of pay for all time worked beyond the nurse's regular shift, or beyond forty (40) hours in accordance with the District's established seven (7) day work week. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay as in cases where PTO or EIB are used. All overtime must be approved by the supervisor. Overtime shall be calculated to the nearest fifteen minutes. The Regular rules of time-clock rounding, as established by the state, will be enforced.

**8.4 Meal/Rest Periods.** All employees that work 8hr shifts shall receive an unpaid meal period of one-half (½) hours. Employees required to remain on duty or to return to the unit to perform nursing duties during their meal period shall be compensated at the appropriate rate of pay. All employees will be entitled to rest periods of fifteen (15) minutes each 4 hours of work. There shall be no retaliation for reporting missed breaks and meal periods.

**8.4.1 Time Off Between Shifts.** Each nurse shall normally have an unbroken rest period between shifts of 10 hours unless emergency conditions require such nurse to work longer periods to meet nursing care requirements. This provision may be waived by mutual consent between the nurse and Employer.

**8.4.2 12 hour shifts.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of either thirteen (13) consecutive hours with two (2) thirty (30) minute unpaid meal periods, or, if mutually agreeable to the Hospital and the nurse, twelve and one-half (12-1/2) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The nurse shall be allowed three rest periods of fifteen minutes each, to be administered in accordance with Article 8.4.

Meals and breaks may not be combined to exceed 30 minutes.

**8.5 Work Schedules.** It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes such as, but not limited to, PTO, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. Work schedules of shifts and days off (including call schedules) will be posted for a six (6) week period no less than 10 days in advance. After posting, the schedules may only be changed by mutual agreement.

**8.6 Shift Changes.** Shift changes shall be required by the Chief Nursing Officer (CNO) only in the event it is necessary to cover vacant shifts due to vacation, absence due to illness/accident, and any other reason which otherwise would adversely impact patient care. Prior to schedule posting, the CNO will first seek volunteers to cover such foreseeable absences. In the event sufficient volunteers cannot be obtained, nurses will be placed on the schedule based on their length of service and will be notified of this shift change by the CNO.

**8.7 Innovative Work Schedules.** An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any provisions of the Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. When innovative schedules are utilized, the Employer retains the right to revert back to the work schedule which was in effect immediately prior to the innovative work schedule, after **at least fourteen (14)** days advance notice to the nurse(s).

## ARTICLE 9 – COMPENSATION

**9.1 Method of Payment.** Registered nurses will be paid in accordance with the following hourly wage schedule:

Current Step Schedule will remain for the life of the Agreement

Effective August 1, 2021 8% across the board increase.

Effective August 1, 2022 5% across the board increase.

Effective August 1, 2023 3% across the board increase.

Step	August 1,2020	August 1,2021	1-Aug-22	1-Aug-23
1	\$ 27.83	\$ 30.06	\$ 31.56	\$ 32.51
2	\$ 28.38	\$ 30.65	\$ 32.18	\$ 33.15
3	\$ 28.95	\$ 31.27	\$ 32.83	\$ 33.81
4	\$ 29.51	\$ 31.87	\$ 33.46	\$ 34.47
5	\$ 30.12	\$ 32.53	\$ 34.16	\$ 35.18
6	\$ 30.73	\$ 33.19	\$ 34.85	\$ 35.89
7	\$ 31.35	\$ 33.86	\$ 35.55	\$ 36.62
8	\$ 31.98	\$ 34.54	\$ 36.27	\$ 37.35
9	\$ 32.61	\$ 35.22	\$ 36.98	\$ 38.09
10	\$ 33.26	\$ 35.92	\$ 37.72	\$ 38.85
11	\$ 33.92	\$ 36.63	\$ 38.47	\$ 39.62
12	\$ 34.61	\$ 37.38	\$ 39.25	\$ 40.43
13	\$ 35.30	\$ 38.12	\$ 40.03	\$ 41.23
14	\$ 36.01	\$ 38.89	\$ 40.84	\$ 42.06
15	\$ 36.73	\$ 39.67	\$ 41.65	\$ 42.90
16	\$ 37.46	\$ 40.46	\$ 42.48	\$ 43.75
17	\$ 38.21	\$ 41.27	\$ 43.33	\$ 44.63
18	\$ 38.99	\$ 42.11	\$ 44.21	\$ 45.54
19	\$ 40.54	\$ 43.78	\$ 45.97	\$ 47.35
20	\$ 40.92	\$ 44.19	\$ 46.40	\$ 47.80
21	\$ 41.35	\$ 44.66	\$ 46.89	\$ 48.30
22	\$ 42.11	\$ 45.48	\$ 47.75	\$ 49.19
23	\$ 43.02	\$ 46.46	\$ 48.78	\$ 50.25
24	\$ 43.87	\$ 47.38	\$ 49.75	\$ 51.24
25	\$ 44.77	\$ 48.35	\$ 50.77	\$ 52.29

**9.2** All increases in compensation set forth in this agreement shall become effective as per Article 9.1 as long as all mandatory in-service requirements have been met.

**9.3 Longevity Increments.** On August 1, 2021 the Employer shall restart the employee increment/step process.

Full Time (.9FTE and above) employees shall gain advancement from one longevity step to the next on their adjusted anniversary date (yearly); provided the minimum time worked before the next step is 1872 hours. Part time and PRN Nurses shall gain advancement from one step to the next after completion of 1872 hours.

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

a. Nurses with comparable experience (i.e. rural, emergency, or little need to orient) in a Health Care Facility without a break in nursing experience greater than 1 year will receive the following.

- 1 year up to 10 years — will be placed one step for one year of experience on the wage scale.

- 10 years or greater experience Step placement will be at the discretion of the employer; not to be less than 10 years step for experience greater than 10 years, but with the ability to place higher if deemed appropriate.

b. Nurses with non-comparable experience or with a break greater than 1 year shall be placed on the steps as follows.

- 2 years experience shall be placed not less than step 1.

- 3-5 years experience shall be placed at not less than step 2.

- 6 years experience shall be placed at not less than step 3.

- 7 years experience or more shall be placed at not less than step 4.

Nurses shall be placed in the appropriate wage step in the opinion of the Chief Nursing Officer, Human Resources, and Administrator.

c. An LPN employed by the hospital who becomes an RN will be placed on the RN wage scale at not less than his/her current wage rate. The employee shall maintain PTO accrual as time spent with employer. The new RN will be placed on a 520 hour or 90 day probationary period, whichever is greater.

## ARTICLE 10 – PREMIUM PAY

**10.1 Shift Differential.** Evening shift differential shall be one dollar and seventy-five cents (\$1.75) per hour; the night shift differential shall be three dollars and seventy-five (\$3.75) per hour. Employees assigned night duty shall be paid for hours worked on change of daylight saving time.

**10.2 Voluntary Call.** Employees who are scheduled to be on call must be immediately available to be contacted. Once contacted, employees must be available and fit to work with a forty-five (45) minute notice except those who live out of area who will have a reasonable amount of time up to ninety (90) minutes. Employees will be paid an hourly rate of three dollars (\$3.00) for each hour while on call. When they arrive at their duty station they will then be compensated at their regular rate of pay and be paid the minimum of two hour for each call in. If overtime hours apply then at 1.5 times their base wage.

**10.3 Late Notice Staffing.** Employees who are not scheduled to be on call but agree to come into work with less than two (2) hours' notice will be paid one and one-half times their regular hourly rate.

**10.4 Work Subsequent to Shift.** When an employee is required to stay subsequent to the scheduled shift, when working an 8 hour shift all hours worked subsequent to the scheduled shift shall be paid at one and one-half (1½) the regular rate of pay.

**10.5.1** When an employee works twelve (12) hour shifts and is required to stay subsequent to the scheduled shift, all hours worked subsequent to the scheduled shift shall be paid at one and one-half (1½) the regular rate of pay.

**10.5 Charge Duty.** In an effort to ensure an environment of premium patient care, accuracy in documentation and billing, and team success, the district agrees to compensate Registered Nurses (RN) accepting additional responsibilities associated with performing the duties of Charge Nurse (CN), an additional hourly performance pay.

1. Nurses who accept this responsibility will be compensated an additional \$2.75 per hour.
2. The Chief Nursing Officer will monitor the check off sheets and policy at least weekly for accuracy and completeness for each CN. Disciplinary action may occur when CN fails to comply with charge nurse policy, see section 6.4 Discipline and Discharge.

**10.6 Certification/Specialty Pay.** Nurses who are and/or become certified in any specialty listed below will be paid a premium of .50 cents for the first certification, .40 cents for the second certification and .30 cents for the third certification when performing these services for all hours worked:

Conscious Sedation, Wound, Chemo, PICC, Diabetes  
CEN, CCRN, CFRN, CCT-RN, CTRN, SANE

**10.7 Weekend Premium Pay.** Any nurse who works on a weekend shall receive two dollars and twenty five cents (\$2.50) per hour for each hour worked on the weekend in addition to the nurse's hourly rate of pay. The weekend shall be defined as the forty-eight (48) hour block between Saturday at 0000 and Sunday 2400.

**10.8 Holiday Premium.** A holiday premium will be paid to employees who work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Any nurse who is regularly scheduled to work on one of these holiday periods will be paid a premium of time and one-half. If working on the holiday puts an employee into overtime status then the Holiday premium will be double their regular pay. The holiday premium will be paid on all hours worked between 0000 to 2359.

**10.9.1** When scheduling holidays, the employer will first ask for volunteers to work holidays before determining and completing the schedule. In the event there are not adequate volunteers, the Employer will schedule holidays equitably for all nursing staff: Full time, Part time, and PRN on a rotating basis.

**10.10 Preceptor Premium.** The preceptor shall be assigned by Management to a staff nurse (other than the nurse designated as Educator) who has direct supervision of a resident nurse (Article 5.1) up to the first 520 hours worked at the hospital. This period may be adjusted by management. Nurses who precept shall receive an additional one dollar (\$2.00) per hour worked. The nurses shall receive appropriate training or have necessary experience prior to having to precept.



**10.10.1 Orientation Preceptor Premium.** The orientation preceptor duty shall be assigned by Management to a staff nurse (other than the nurse designated as Educator). The length of the orientation period shall be determined by the Chief Nursing Officer. Nurses who precept shall receive an additional one dollar (\$1.00) per hour worked. The nurses shall receive appropriate training or have necessary experience prior to having to precept.

**10.11 BSN –** Nurses who have their BSN shall receive an additional five percent (5%) per hour over the nurses regular rate of pay.

**10.12 MSN** Nurses who have their MSN shall receive an additional eight percent (8%) over nurses regular rate of pay.

## ARTICLE 11- PAID TIME OFF

**11.1** Due to continual staffing needs the Employer has combined vacation, sick leave and holiday plans into a Paid Time Off Plan.

a. Employees who are not PRN who work regularly scheduled eighty (80) hours or more per month will accrue Paid Time Off after the completion of the probationary period retroactive to date of hire. Paid time off will accrue on the following: regular hours worked, Major Medical Benefit (EIB), Paid Time Off (PTO), low census, and holiday and bereavement hours, any overtime hours, and jury duty.

b. Employees will accrue Paid Time Off at the following accrual rates:

**1st through 5th year of employment\***, 0.08846 hours for each regularly scheduled hour paid (if Full Time 176 hours or 22 days per year).

**6th through 15th year of employment\***, 0.10769 hours of each regularly scheduled hour paid (if Full Time 216 hours or 27 days per year).

**After 15 years of employment**, 0.12692 hours for each regularly scheduled hour paid (if Full Time 256 hours or 32 days per year).

\*A year of employment shall be defined as 2080 hours of time worked.

c. Accrued Paid Time Off may be utilized after probation of employment by the employee for any purpose they choose providing they supply notice which is determined by the Employer to be adequate and sufficient coverage is available.

If the employee provides less than 12 hours' notice of the request for paid time off, the Employer may inquire into the nature and reason of the requested paid time off, and may require physician verification. Further, the employee must speak with the Chief Nursing Officer, Superintendent or CFO when providing notice of less than 12 hours. Accrued Paid Time Off must be used when an employee misses a scheduled shift for any reason.

**d.** Paid Time Off may be accrued up to a maximum of two year accrued benefit. Any hours above the maximum accrual will be paid on the employee's anniversary date at the employee's regular rate of pay.

**e.** The following procedure will be used when scheduling vacations:

1. The Employer shall establish an open request period between November 1<sup>st</sup> and December 31<sup>st</sup> where employees may submit vacation requests for the following year. Employees who request PTO during this bidding period will be granted PTO by date of hire (in the bargaining unit), subject to the supervisor limiting the number of employees who may be on vacation at any one time. Responses to this request shall be received by January 31<sup>st</sup>.
2. PTO requests submitted by the 10<sup>th</sup> of each month, for time off the following month, shall be considered on a first come first served basis, subject to the supervisor limiting the number of employees who are on vacation at any one time. Monthly PTO shall be approved at the time the schedule is posted.
3. Once approved by management, scheduled PTO may only be changed with the mutual consent of the employee and management, except in an emergency situation.
4. Employees may be limited to one vacation between May 1 and September 30<sup>th</sup> of not more than three weeks, unless there are no conflicts.
5. Employees may not submit a request for PTO which would include any time during the week of Thanksgiving Day or the week of Christmas Day more than three months in advance, if the employee was scheduled PTO that holiday week the previous year. The previous year's holiday schedule will be kept by the supervisor for employees to review.
6. The Employer shall post a seniority roster and vacation calendar during the open request period so that employees may work together to coordinate vacation requests.

## **11.2 Major Medical Benefit (EIB).**

**a.** A Major Medical Benefit (EIB) will be established for all employees who work 80 hours or more per month except those under PRN status. The Major Medical Benefit (EIB) will be retroactive to the date of hire. Major Medical (EIB) is accrued on regular hours, PTO hours, low census hours, holiday, bereavement and jury hours at the rate of .03077 per hour to a maximum of 720 accrued hours.

**b.** Employees may access their Major Medical Benefit (EIB) on the third consecutive work day after they have utilized two consecutive days of their paid time off accrual for an illness or injury. Immediate access is available upon the first (1st) day of the employee's hospitalization or outpatient surgery and/or for on going out patient treatments. The employee shall provide documentation from a licensed Washington State Health Care Provider to include MD, DO, PA-C or ARNP for the need of ongoing outpatient treatment(s) and, if requested, a return to work release before returning to work.

## ARTICLE 12 – MEDICAL/RETIREMENT BENEFITS

**12.1 Health Insurance (Medical, Dental and Vision).** All newly hired full-time and regular part-time employees are eligible to enroll after working 520 hours period as defined in section 5.8 herein. The Employer will pay the following employees portion of the premium for the district group health insurance:

For employees who are regularly scheduled to work 32-40 hours per week: the Employer shall pay full employee portion of the premiums.

For employees who are regularly scheduled to work greater than 20 hours but less than 32 hours per week: the Employer shall pay 50% of the premium for the employee.

Employees will designate and communicate to the Employer a preference to be regularly scheduled either 32 hours to 40 hours per week, or 20-32 hours per week. Each employee will then be regularly scheduled for those designated numbers of hours. So long as the employee continues to work the regularly scheduled designated hours, as determined on a monthly average basis, the above contributions will be made. The employee will pay 100% of the premium for dependents.

All employees who are utilizing the hospital insurance policy are responsible to meet their co-payments or deductibles.

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

**12.3 Retirement.** All employees are eligible to participate in a tax deferred retirement plan offered through the District. Employees who participate may contribute upon employment any amount of their choosing up to the limits established by the IRS.

**12.4 Life Insurance.** Eligible full-time employees shall participate in the Employer's group life insurance plan in accordance with the plan document following successful completion of the probationary period.

**12.5 Maintenance of Benefits.** The current level of health and retirement benefits shall not be unilaterally reduced by the Employer during the term of this Agreement without agreeing to communicate/meet with the Union regarding any proposed changes in the Employer's group health or retirement plans. The Employer shall notify the Union as soon as the District is notified, but not to exceed 30 days after District notification of any change in such benefits.

## ARTICLE 13 – LEAVES OF ABSENCE

**13.1 Leave of Absence.** A leave of absence may be requested only following one (1) year of continuous employment. All leaves are to be requested from the Employer in writing as far in advance as possible stating all pertinent details and the amount of time requested. A written reply

to grant or deny the request shall be given by the Employer. Any and all PTO will be used and paid out, during regular monthly intervals, until exhausted.

**13.2 Jury Duty.** A full-time or part-time nurse who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between the nurse's jury duty/witness fee pay and the nurse's regular rate of pay, provided the nurse 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. Nurses who serve as jurors or a witness on behalf of the Employer will be administratively assigned to the day shift for the duration of the jury duty. Nurses subpoenaed for proceedings not involving the employer will be given unpaid release time. Nurses may be given up to twelve (12) hours off without pay prior to any judicial proceeding, if requested upon adequate notice by the nurse.

**13.3 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.

#### **ARTICLE 14 – FAMILY AND MEDICAL LEAVE AND CARE**

**14.1 Family and Medical Leave (FMLA).** Employees who have been employed at Ferry County Memorial Hospital for 12 months and who have completed at least 1,250 hours of work during the 12 month period immediately preceding the commencement of family or medical leave will be granted up to 12 weeks of family or medical leave in accordance with the provisions of the Family and Medical Leave Act.

The employee must provide 30 days written notice of the intent to take leave if the need for the leave is foreseeable and to give notice as soon as practicable for leave which is unforeseeable.

Employees may take family or medical leave for the following reasons:

1. To care for a child after birth or adoption;
2. To care for a foster child;
3. To care for a spouse, child or parent with a serious health condition; or
4. For the employee's own serious health condition.

A serious health condition is defined as inpatient care at a hospital, hospice, or residential care facility or continuing care by a Washington State licensed doctor of medicine or osteopath, Nurse Practitioner, or Physicians' Assistant currently practicing in the State of Washington, involving any period of incapacity requiring an absence of more than three (3) calendar days.

Employer has the right to require medical certification to support a request for leave because of a serious health condition and also has the right to require medical certification that the employee is unable to return from leave because of a serious health condition. In the case of family leave, if employee's spouse is employed by Ferry County Memorial Hospital, the aggregate leave for both employees is 12 weeks of family leave during any 12 month period. This leave will be granted to

only one employee at a time. The 12 month period will be a rolling 12 month period, not a set calendar period.

In the case of family leave, the employee must first use all accrued paid time off and all remaining family leave will be unpaid. In the case of medical leave to care for a spouse, child or parent with a serious health condition or for the employee's own serious health condition, the employee must first use all accrued paid time off and Major Medical Benefit and all remaining medical leave will be unpaid.

Employer will maintain group health coverage for an employee on a family or medical leave on the same basis as if the employee were working.

Any eligible employee who takes family or medical leave will be returned to the same position held prior to the leave or to an equivalent position, upon employee's return from a family or medical leave.

**Military Family Leave.** Eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. In addition an eligible employee who is the spouse, son, daughter, parent or next of kin of covered service member who is recovering from serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

**14.2 Bereavement Leave.** Upon successful completion of the probationary period, emergency leave of up to three (3) consecutive days with pay for full-time and part-time nurses shall be granted for a death in the immediate family; provided, however, that such an employee will receive bereavement leave for the three (3) consecutive days during the week which he/she was scheduled to work. Immediate family shall be defined as the employee's spouse, child(ren), grandparents, step-children, grandchildren, parents, parents-in-law, brothers, sisters and any person residing permanently in the employee's household.

## **ARTICLE 15 – NURSE PRACTICE/STAFF MEETINGS EDUCATION**

**15.1 A Nurse Practice Committee shall be established.** The Employer, jointly with elected representatives of the bargaining unit, shall establish a committee which will be advisory only and will not discuss matters subject to collective bargaining and other Union matters.

**15.1.1 Intent.** The purpose of the Committee shall be to: foster improved communications between the Employer and the nurses; to assist with personnel and other mutual problems; to consider constructive staffing and scheduling issues and the productive and efficient use of nursing personnel; to consider constructive improvement of safety and potentially hazardous conditions; and to improve or increase job satisfaction.

**15.1.2 Membership.** The Committee shall consist of up to three (3) staff nurses in the bargaining unit and up to three (3) managers of the Employer, one of whom shall be the

Chief Nursing Officer or his/her designee. The chair position will alternate annually between the bargaining unit representatives and the Employer's representatives. A representative of the Union may attend.

**15.1.3 Function** . Both parties, and all members of the committee, agree to function and follow the law as outlined and in compliance with RCW 70.41.420.

**15.1.4 Meetings.** The Nurse Practice/Staffing Committee may schedule quarterly or more frequent times if by mutual agreement during which nurse committee members shall be compensated at their straight time rate of pay. Any additional time in meetings will be uncompensated. Such compensation shall not include overtime, if applicable. Other premiums shall not be applicable to time spent in committee meetings. The Nurse Practice Committee shall prepare an agenda and keep minutes of all meetings, and the minutes shall be distributed to all nurses. All meeting notes will be maintained by the recorder and stored with the CNO.

**15.2 Nursing Staff Meetings.** Nurses shall be required to attend at least eighty percent (80%) of nursing staff meetings scheduled by the Employer every calendar year unless excused in advance by the Chief Nursing Officer. Any member of the nursing staff in absence of a nursing staff meeting will be required to review and understand information and materials presented during the meeting. Nurses shall be paid for attendance at nursing staff meetings and time spent at nursing staff meetings shall be considered time worked for the purpose of computing overtime.

**15.3 Continuing Education Programs.** The primary responsibility for continuing education rests with each individual nurse. Employer will make reasonable efforts to make available to employees on a regular basis, training in the areas of A.C.L.S., trauma, pediatric and neonatal resuscitation, and conscious sedation. Full-time and regular part-time employees may be granted unpaid time to attend voluntary specified education or training programs outside the hospital which relate directly to their nursing duties. Request for attendance at programs outside the hospital must be made by the 10<sup>th</sup> of the month prior to the educational program-in writing to the Chief Nursing Officer who in consultation with the Superintendent will determine approval.

1. If the training is for courses required as a condition of employment at FCPHD (i.e., CPR, TNCC, ACLS, PALS, etc), AND the course is taught here at the facility, travel costs and registration fees will not be covered by the Employer. The Employer will pay the employee for actual class time up to the amount of time the employee would have been paid to take the course at FCPHD. The Employer may cover travel costs, registration fees, and other expenses where, at its sole discretion, management determines the situation warrants an exception.
2. Courses that are educational in nature (must have Continuing Education Units – CEU designation) AND are directly related to nursing but are not required as a condition of employment, will be considered a “voluntary education” opportunity. An example of this would be ‘Advanced Burn Life Support Seminar’ or ‘Trauma Workshop’.
3. Advanced notice of intent to participate in a voluntary education opportunity is required. IF the schedule has already been released for the following month, it is the

individual's responsibility to coordinate shift coverage without imposing overtime. All shift changes must have the approval of the CNO.

4. Voluntary Education request need to be submitted to the CNO, prior to registration, if reimbursement for the cost of the course will be requested. The District will reimburse for the cost of the course, and mileage to and from the event. It must be understood that voluntary education opportunities are not a requirement of the District, therefore hourly wages, meals, and/or other accommodations such as lodging are the responsibility of the attendee and will not be reimbursed by the facility.
5. After completion of the training the certificate of attendance or certificate of completion must be submitted, along with a mileage reimbursement request, to the CNO for approval. This will then be forwarded to HR for placement in the employee's file, and to Payroll for reimbursement. The reimbursement will be processed the next available pay cycle, and appear on the employee's payroll deposit declaration.
6. Completion of voluntary education opportunities will not result in any special designation shift differential being added to an employee's current hourly wage.

#### **ARTICLE 16 - DRUG AND ALCOHOL FREE WORKPLACE**

**16.1 General.** The Employer, the nurses and the Union have a joint interest in workplace safety and satisfactory job performance, and collectively acknowledge that alcohol and drug abuse are inconsistent with this joint interest. The Employer and the Union also acknowledge that nurses continue to be responsible for maintaining satisfactory job performance and attendance, and for complying with the Employers policies and procedures.

Nurses with job performance, attendance, or conduct problems are still subject to corrective action if such problems are caused in whole or in part by the use of alcohol or drugs.

**16.2 Drug/Alcohol Testing Policy.** The Employer has a Drug/Alcohol Testing policy, including pre-employment and reasonable cause drug and alcohol testing. The Employer also maintains an Employee Assistance Program as a resource for employees. Nurses who may have an alcohol or drug related problem are strongly encouraged to seek assistance or referrals to rehabilitation or treatment programs through the Employee Assistance Program.

**16.3 Treatment and Rehabilitation.** The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable a chemically impaired nurse to remain in professional nursing practice after rehabilitation. Nurses needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek treatment and rehabilitation referrals through the Employee Assistance Program or the state's Substance Abuse Monitoring Program for registered nurses, and to use their health insurance, sick leave, or medical leave, as appropriate. Employees voluntarily requesting assistance prior to experiencing job performance, attendance, or misconduct problems, will not be subject to disciplinary action for having sought treatment for alcohol or chemical dependency, and will be given a medical leave of absence by the Employer according to the terms of this Agreement.

**16.4 Substance Abuse 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 Employer and the Union will endeavor to reasonably accommodate the nurse's temporary limitations; provided, however, such reasonable accommodations shall not require other nurses to change their work schedules, require the Employer to assume extra costs, eliminate essential job functions, or otherwise impose an undue hardship on the Employer.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

**17.1** 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 adjusted 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 Nurse and Immediate Supervisor.**

If any nurse has a grievance, the nurse and the Shop Steward and/or Union Representative, if requested by the nurse, must first present the grievance to the employee's immediate supervisor. The nurse shall present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date when the nurse became aware 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 fourteen (14) calendar days following receipt of the written grievance. If there is no immediate supervisor, a nurse will initiate the grievance procedure at Step 2.

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

If the matter is not resolved to the nurse's satisfaction at Step 1, the employee shall present the written grievance, which shall contain a description of the alleged problem, specific section allegedly breached, date of its occurrence, and corrective action sought by the grievance, to the Chief Nursing Officer or their designee within fourteen (14) calendar days of the immediate supervisor's decision. The Chief Nursing Officer shall meet with the Nurse and if requested a union representative and facilities Human Resources Director to discuss the issue. The Chief Nursing Officer shall issue a written reply within fourteen (14) calendar days following the meeting concerning the grievance. A conference between the employee (and Bargaining Unit Representative or Union Representative, if requested by the employee), the Chief Nursing Officer, and the facility's Human Resources Director shall be held.

### **Step 3 Superintendent and Union Representative.**

If the matter is not resolved at Step 2, the employee shall present the written grievance to the Superintendent and/or designated representative within fourteen (14) calendar days from receipt of the written reply from the Chief Nursing Officer. 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. The Superintendent and/or designee shall issue a written reply within fourteen (14) calendar days of the meeting between the parties.



**Step 4 Arbitration.**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific 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 Superintendent 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 within fourteen (14) calendar days of notification that the dispute is submitted to arbitration. 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 and in any event within (30) calendar days from the date of case presentation. The arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her. The arbitrator shall have no authority to add to, subtract from or otherwise change or modify the provisions of the Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the arbitrator shall have no authority to substitute his/her 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 of the fees of the arbitrator and any other expenses jointly incurred incidental 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. Any arbitrator accepting an assignment under this article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post hearing briefs, whichever is later.

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

17.3 The Hospital has the right to take actions the Hospital deems necessary to carry out safe services in a state of emergency. The Hospital CEO and CMO shall be the determiners as to the existence of a state of emergency. The union rep will be notified as soon as possible of any changes impacting workers during this emergency.

**ARTICLE 18 – UNINTERRUPTED PATIENT CARE**

The parties to this Agreement realize that the Employer provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its nurses and (b) neither the nurses nor their agents or any other representatives shall, directly or indirectly, authorize, assist, encourage

or participate in any way in any strike, including any sympathy strike, picketing, walk-out, slowdown or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any nurse participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

#### **ARTICLE 19 – SEPARABILITY**

**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.

#### **ARTICLE 20 – COMPLETE AGREEMENT**

**20.1** The parties hereto have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement.

**20.2 Changes in Writing.** The Agreement expressed herein in writing constitutes the entire Agreement between the parties. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

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

**20.4 Successorship.** This Agreement shall be binding upon any successor Employer. The Employer shall have the affirmative duty to call this provision to the attention of any successor organization.

**ARTICLE 21 – DURATION OF AGREEMENT**

This Agreement shall be effective on August 1, 2021 and shall remain in full force and effect through July 31, 2024. 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 13<sup>th</sup> day of July, 2021

Ferry County Public Hospital District #1

United Food & Commercial Workers  
Union Local No. 21



\_\_\_\_\_  
Aaron Edwards



\_\_\_\_\_  
Mia Contreras

# 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 46,000 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.***

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## **UFCW 21**

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