

*This document represents a preliminary draft of the union contract between Harbor Regional Health (formerly Grays Harbor Community Hospital) and UFCW Local 3000. Please be aware that this draft is not final and may be subject to further revisions as needed during the review process. The final, signed contract will govern the terms and conditions of the union agreement.*

Through April 30, 2025

## AGREEMENT

By and Between

HARBOR REGIONAL HEALTH COMMUNITY HOSPITAL

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 3000

### BUSINESS OFFICE UNIT

#### PREAMBLE

This Agreement is made and entered into by and between Harbor Regional Health Community Hospital, hereinafter referred to as the “Employer” and the United Food and Commercial Workers Local 3000, 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 other conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

#### ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees designated by the classifications set forth in this Agreement, excluding supervisors, temporary employees, per diem employees, and all other employees. The Employer shall notify the Union of any new job classification(s) appropriate to the bargaining unit.

#### ARTICLE 2 - SAVING CLAUSE

In the event that any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, or by a federal or state authority, such provision(s) shall not be enforced by either party herein, but all other provisions of this Agreement not invalidated shall remain in full force and effect. If any provision(s) should be declared invalid or unlawful, the parties shall meet within thirty (30) days to negotiate a substitute provision(s).

#### ARTICLE 3 - MANAGEMENT RESPONSIBILITIES

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. Therefore, the Union 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 working schedules and job assignments; to add or delete positions; 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 sub-contract or discontinue work for economic, medical or operational reasons; to select and hire employees; to promote employees; to discipline, demote, or discharge employees for cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; to promulgate rules, regulations and personnel policies, provided that such right shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such procedures as it, from time to time, shall determine. Any such procedures shall not operate to discriminate against employees in the bargaining unit.

#### ARTICLE 4 - NONDISCRIMINATION

4.1 Except as permitted by law, the Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, sexual orientation, age, marital status, veteran's status, or disability, unless any one (1) of the foregoing factors constitutes a bona fide occupational qualification.

4.1.1 Any alleged violation of 4.1 which is filed with a federal, state or local agency, shall be handled exclusively through that governmental agency and not through the grievance/arbitration machinery of this Agreement.

4.2 The Employer and the Union agree that no employee shall be discriminated against because of membership or non-membership in the Union or legitimate activities on behalf of the Union.

#### ARTICLE 5 - DEFINITIONS

5.1 Probationary Employee. A probationary employee is an employee 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 five hundred twenty (520) paid hours, not to exceed six (6) calendar months. During the probationary period an employee may be disciplined or discharged without notice and without recourse to the grievance procedure. Probationary employees shall not enjoy the benefits accruing from this Agreement except as expressly provided for herein. Each probationary employee shall have a performance evaluation by supervision on or about three hundred fifty (350) paid hours of employment.

5.1.1 An employee who requests and is granted a transfer or promotion to another job classification (title) in the same or a different bargaining unit within the Hospital shall serve a training period of not less than three hundred sixty (360) paid hours, not to exceed three (3) calendar months. During the first seven (7) calendar days the employee shall have the right to return to his/her former position. At any time during this training period, the department head shall have the right to return the employee to his/her former position. Employees on such transfer

or promotion and who are eligible for sick leave, vacation, holiday, medical, dental, and insurance benefits shall receive such benefits uninterrupted.

5.1.2 An employee who has been hired as a temporary employee and who has worked continuously on a full-time status for ninety (90) days and whose status is changed to regular full time in the same position as when under temporary status, shall be a probationary employee for three hundred fifty (350) paid hours under the terms of Section 5.1 herein.

5.2 Full-Time Employee. A full-time employee is an employee who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours within a fourteen (14) day period and who has successfully completed the required probationary period.

5.3 Part-Time Employee. A part-time employee is an employee who is regularly scheduled to work less than forty (40) hours per week or less than eighty (80) hours within a fourteen (14) day period and who has successfully completed the required probationary period. Part-time employees will accrue pro-rated PTO and sick leave as described by Washington State law.

All part-time employees receiving the 13.5% premium as of the date of ratification of this contract will be allowed to continue to receive the premium until such time that they move into a full-time position or they elect to receive PTO. Once discontinued, the premium will no longer be available to the employee. The premium is paid in lieu of PTO.

5.3.1 All part-time employees shall be entitled to the next increment step for every 1,664 hours. In calculating the hours for the purpose of service increments, included shall be all hours worked, PTO, sick leave, paid educational leave, paid jury duty, paid bereavement leave and low census days. Part-time employees shall also be eligible for shift differential, standby and callback pay, charge pay, and holiday pay. Holiday pay shall be at time and one-half (1 1/2) the employee's percentage rate of pay for all straight time hours worked on a holiday.

5.4 Temporary Employee. An employee hired to work during a period of ninety (90) days or less, when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, leave of absence, or to work during holidays or vacation periods. Such ninety (90) day limit herein shall not apply to temporary employment due to leave of absence periods or compliance with the State Family Leave Law which extend beyond ninety (90) days. Temporary employees are not in the bargaining unit, as per Article 1 of this Agreement.

5.5 Month and Year. For the purposes of this Agreement and the method of computing wages and benefits provided herein, a "month" shall be defined as 173.3 paid hours and a "year" shall be defined as 2,080 paid hours. In no event shall an employee receive a step increase in less than nine (9) months. Benefit accruals shall be computed based on the "month" and "year" above, exclusive of overtime.

5.6 Per Diem Employee. An employee who works on a non-regularly scheduled basis. A per diem employee determines his/her own availability to work in accordance with the needs of the Employer. Such employees are not eligible for benefits except for sick leave as allowed by Washington State law

and are not in the bargaining unit, as per Article 1 of this Agreement. The Employer will provide a quarterly report of per diem hours to the Union, and a Labor-Management meeting will be held within thirty (30) days of receipt of this quarterly report by the Union.

5.6.1 The Union may request a review of the hours worked by any per diem employee who works on a regularly scheduled basis at least twenty (20) hour per week averaged over a six (6) month period to determine whether it should be converted to a regular position and posted. Such requests shall be made in writing to the manager and will be subject to a good faith review by the manager, in consultation with Human Resources, within thirty (30) calendar days. This review shall not apply to per diem employees who are working the hours on a temporary basis to cover vacations, sick calls or leaves of absence, to cover posted, vacant positions or for special projects. If the manager determines the hours are to be posted, the provisions of Article 8.4-Job Openings, shall apply.

## ARTICLE 6 - UNION SECURITY

6.1 The Employer agrees to remain neutral with respect to its employees' decisions about union membership and payroll deduction.

6.2 Voluntary Dues Deduction. The Employer will deduct an amount equal to UFCW Local 3000 uniform monthly dues from the pay of each member of UFCW Local 3000 who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. This Agreement shall apply to the above deductions only and shall not include deductions for other UFCW Local 3000 fees. Dues deductions will be transmitted to UFCW Local 3000 by check payable to its order on or before the tenth (10<sup>th</sup>) of each month. Upon issuance and transmission of a check to UFCW Local 3000, the Employer's responsibility shall cease with respect to deductions covered thereby. UFCW Local 3000 and each employee authorizing the assignment of his/her wages for the payment of UFCW Local 3000 dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or on account of any deduction made from wages of such employee.

6.3 During the term of the Collective Bargaining Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least one dollar (\$1.00) per pay period. The amount deducted and a roster of all employees using a payroll deduction for voluntary political action contributions will be transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and the employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

6.3.1 The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the Political Action

Fund deduction provided for in this Memorandum of Understanding. The Hospital and Union agree that one-quarter percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Hospital costs of administering this bi-weekly deduction. Accordingly, the parties agree that the Hospital will retain one-quarter percent (.25%) of all amounts deducted for the Voluntary Political Action fund to reimburse the Hospital for its reasonable costs of administering the deductions.

## ARTICLE 7 - UNION BUSINESS

7.1 The Union shall have the right to designate at least one (1) unit representative from among employees in each bargaining unit. The Union shall notify the Employer of the name(s) of the unit representative(s) within ten (10) calendar days after such designation is made. The lead unit representative may substitute for another unit rep in his/her absence.

7.1.1 It is understood that the investigation of grievances by the unit representative, in accordance with the grievance procedure as set forth herein, will be conducted during non-working hours. In the event it is not possible to investigate a given grievance during non-working time, the unit representative may be allowed, upon request, a reasonable amount of time during working hours to perform that function which shall be non-paid time, except that the unit representative shall be on paid time in any meeting during work time with the Employer. It is understood that such activity shall not interfere with employees' work responsibilities or patient care as determined by the Employer.

7.2 Bulletin Board Space. The Employer will provide space on an employee bulletin board for the posting of official union notices, subject to prior concurrence by Hospital Administration.

7.3 Employee List. Once a month the Employer shall supply electronically to the Union a list of newly hired and terminated employees covered by this Agreement, including employee name, the last four (4) digits of the employees' Social Security Numbers, address, primary phone number, department, job classification, current work status (full-time or part-time), hire date, and wage rate. On a quarterly basis, the Employer shall provide the Union a complete list of bargaining unit members which includes employee name, the last four (4) digits of the employees' Social Security Numbers, address, primary phone number, department, job classification, current work status (full-time or part-time), hire date, and wage rate. The Union shall indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer as a result of its administration of this.

7.4 New Employee Orientation. The Employer will allow the Union a thirty (30) minute meeting with new employees at the end of hospital orientation (typically at 4:00 p.m.). The meeting will be on the new employee's paid time. Hospital employees serving as a Union representative during this meeting will be on unpaid time.

7.5 Meeting Room. The Union shall be permitted to use hospital facilities for meetings of the local unit with or without Union staff present, provided sufficient advance request for a meeting room is made to the Executive Assistant, and space is available.

## ARTICLE 8 - EMPLOYMENT PRACTICES

8.1 Notice of Termination. Employees who have completed the required probationary period of five hundred twenty (520) paid hours shall receive two (2) weeks' notice of termination or two (2) weeks' pay at the employee's regular rate in lieu thereof, except in cases of discharge for cause.

8.2 Notice of Resignation. Permanent employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure to give notice shall result in loss of any accrued benefits. The Employer will give consideration to situations that would make such notice by the employee impossible.

8.3 Discipline/Discharge. Except as specified herein, no permanent full-time or part-time employee shall be disciplined or discharged except for cause. The Employer reserves the right to discharge any employee deemed to be incapable or incompetent or to lay off employees due to insufficient funds or lack of work.

8.4 Job Openings. Except in emergency situations that require immediate replacement, job openings in the bargaining unit shall be posted for at least seven (7) working days. The Employer will give due consideration to qualified employee-applicants prior to making a final decision on filling a job opening. Employees who wish to apply for a job opening must submit an internal application. The Employer shall be the sole judge in determining applicant qualifications for a given job.

8.5 Job Description. The Employer shall provide written job descriptions for classifications in the bargaining unit.

8.6 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of lack of work shall receive a minimum of four (4) hours' work or four (4) hours' pay at the straight time rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least one (1) hour in advance of shift cancellation. It shall be the responsibility of each employee to keep supervision informed of his/her current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

8.7 Work Schedules. Work schedules will be posted by the fifteenth (15<sup>th</sup>) of the month for the following month, and employee requests for vacation time on the schedule must be submitted to the Employer by the tenth (10<sup>th</sup>) of the month for the following month. Except for emergencies, once posted, schedules will be changed only by mutual consent.

8.7.1 Nursing Department. It shall not be a violation of this Agreement should the Employer elect to post four (4) week work schedules in the Nursing Department, providing affected employees receive at least thirty (30) days' advance notice of the change in scheduling.

8.8 Paydays. Paydays shall be every other Friday. When the payday falls on a holiday, the nearest workday shall be the payday. Paycheck stubs shall reflect the total number of accrued sick leave under Washington State law and PTO hours.

8.9 Cross-training. Nursing will provide up to four (4) weeks of training in one (1) new area for CNAs, Monitor Techs, and Unit Secretaries. Selection and training will be done by seniority, and those to be trained will depend upon availability of training staff. Any of the above classes of employees who have previously been cross-trained to another unit will be given the option to training in one (1) other unit.

8.10 Subcontracting. The Employer shall give at least sixty (60) days' advance notice to the Union of any decision to contract out work which will result in the elimination of an entire unit or department. Upon request, the Employer agrees to meet with the Union to discuss the implications of the decision and to receive input as to possible alternatives.

### ARTICLE 9 - SENIORITY

9.1 Hospital Seniority. Seniority shall mean an employee's continuous length of service with the Employer from most recent date of hire. Seniority shall not apply to an employee until completion of the probationary period as defined. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire.

9.2 Job Classification Seniority. Job classification seniority within the department shall be the determining factor in the event of layoff and recall from layoff, transfer, shift change, promotion, PTO scheduling and additional straight time hours, provided skill, ability, performance, and overall quality of work are substantially equal in the judgement of the Employer. Employees transferring to another position shall retain their seniority in their previous classification for purposes of this section. (Previous job seniority will count for employees who have been involuntarily laid off or have had their hours reduced, when applying for an open position in that job class.) In the event of a layoff, employees may revert to their former classification. The Employer shall be the sole judge as to the qualifications and competence of its employees.

9.3 Termination of Seniority. Seniority shall terminate upon discharge, resignation, retirement or upon twelve (12) consecutive months of layoff, or failure to comply with recall procedures specified by the Employer.

### ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours. All employees shall receive an unpaid meal period of one-half (1/2) hour. Employees required to work during their meal period shall be compensated for such work at the appropriate rate of pay.

10.1.1 Split Shifts. There shall be no split shifts except with the consent of the employee involved.

10.2 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 as outlined under the Fair Labor Standards Act [Section 7(J)].

10.3 Alternative Work Schedules. Other alternative work schedules may be established by the Employer with the consent of the employee(s) involved. The Union will be advised of alternative work schedules prior to their implementation.

10.3.1 Twelve (12) Hour Schedule. An approved alternative work schedule of three (3) twelve (12) hour shifts [thirty-six (36) hours] per week shall be considered to be full-time work for purposes of benefits accrual and shall be compensated for thirty-six (36) hours per week. All time worked in excess of forty (40) hours per week shall be paid at time and one-half (1 1/2). An employee shall not be required to work more than four (4) successive twelve (12) hour shifts unless by mutual agreement between the employee and her/his department manager. An employee who asks to work additional shifts will be paid overtime in excess of forty (40) hours worked in a week.

10.4 Schedule Deviations. 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, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, emergencies and low census conditions. No such deviations shall be considered a violation of this contract. An employee whose work schedule is to be changed shall be notified as soon as possible of such change.

10.5 Overtime. Employees scheduled to work the eight (8) hour shift shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours during any one (1) week, unless the employee is assigned to work eighty (80) hours in a two (2) week period, in which case all time worked in excess of eight (8) hours in any one (1) day or in excess of eighty (80) in a fourteen (14) day period shall be considered overtime. Overtime shall be compensated at the rate of double time (2x) the regular rate of pay for all time worked in excess of twelve (12) consecutive hours. This Section 10.5 shall not apply to an employee who voluntarily arranges to switch shifts with another employee.

10.5.1 An employee whose normal work day consists of ten (10) or twelve (12) hours shall be paid time and one-half (1 1/2) for any overtime worked in excess of the ten (10) or twelve (12) hours in a day or forty (40) hours in a work week. Overtime shall be compensated at the rate of double time (2x) the regular rate of pay for all time worked in excess of twelve (12) or fourteen (14) consecutive hours for the ten (10) and twelve (12) hour shifts respectively.

10.5.2 Time paid for but not worked shall not count as time worked for purposes of computing overtime pay.

10.5.3 There shall be no pyramiding or duplication of overtime pay and/or other premium compensation.

10.5.4 All overtime must be approved by the employee's supervisor in order to be paid.

10.5.5 Overtime shall be considered in effect if eight (8) minutes or more are worked after the end of the scheduled shift. Overtime will be computed and paid to the nearest minute.

10.5.6 Part-time employees will accrue sick leave and PTO for every hour worked (excluding standby under Section 11.3 and weekend bonus pay under Section 11.13) up to the equivalent of



a 1.0 FTE.

10.6 Meal/Rest Periods. Employees shall receive a paid rest period of fifteen (15) minutes in each half shift of four (4) hours' or more duration. The Union agrees to cooperate fully with the Employer in ensuring that no employee in the bargaining unit will abuse this rest period provision. The Employer will apply this provision in a manner consistent with RCW 49.12.480.

10.7 Layoff and Recall. When it becomes necessary for the Employer to reduce its work force, the Employer shall give as much notice as practicable to those affected employees. In the event of a permanent layoff, the Hospital shall make a good faith effort to notify regular employees involved at least twenty-one (21) days prior to the impending layoff.

10.7.1 Layoffs in connection with reduction of staff shall be governed by length of service together with skill and ability. Where skill and ability are relatively equal in the judgement of the Employer, length of service shall prevail.

10.7.2 For purposes of layoff, including layoff resulting from a House Convenience trigger, the nursing "department" is defined as: 2nd, 3rd, ER, OB, and CCU. Those CNAs who have been cross-trained in CDU and who have worked competently in CDU within the last six (6) calendar months prior to layoff, shall have the right to bump into those applicable departments in accordance with Section 10.7. The Employer shall be the judge of an employee's competency to perform the work assigned.

10.7.3 The following shall be the order of layoff:

- a. Voluntary
- b. Temporary
- c. Probationary employees
- d. Permanent full-time and part-time employees by length of service in accordance with 10.7.1 above.

10.7.4 Upon layoff, the names of such employees shall be placed on a reinstatement roster for a period of ten (10) months from the date of layoff excepting anyone currently on the recall roster. An employee shall be removed from the roster upon permanent employment, upon refusal to accept permanent work offered by the Employer, or at the end of ten (10) months.

It shall be the employee's responsibility to keep the Employer's Human Resources Department informed monthly of his/her employment status and current address and phone number. Failure to do so shall absolve the Employer of any further obligation under this section.

10.7.5 When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, provided skill and ability are relatively equal in the judgement of the Employer.

10.7.6 In lieu of the layoff procedure as set forth above, the employees in a given department may elect to be given uniformly reduced hours of work to a maximum of sixteen (16) hours per month, one hundred (100) hours per year, provided such alternative is agreed upon by the

Employer and a majority of the affected employees in the department. If the Employer opts not to consider uniformly reduced hours in lieu of a layoff, then a vote by the employees on the subject will not be taken.

10.7.7 Severance Pay. Employees subject to a layoff may elect to be terminated and be eligible for severance pay. Severance pay shall be:

a. Two (2) weeks' severance pay, by way of salary continuation, for employees with less than one (1) year of service at the time of layoff who have completed the probationary period under Section 5.1; or

b. Employees with one (1) year or more of service at the time of layoff will receive three (3) weeks' severance pay plus an additional week of pay for each successive two (2) full years of service, the total not to exceed sixteen (16) weeks, by salary continuation.

In order to receive payments under paragraphs a or b of this Section, the employee must have been continuously employed with the Employer up to and including the date of the layoff.

[Examples: An employee with two (2) years of service will receive three (3) weeks' severance; for three (3) years' service an employee will receive four (4) weeks' severance; for five (5) years' service an employee will receive five (5) weeks' severance; for seven (7) years' service an employee will receive six (6) weeks' severance.]  
Employees who choose termination with severance shall be ineligible for recall rights and shall be considered to have terminated their employment.

10.8 House convenience hours will be credited as time worked for purpose of benefit accrual.

10.8.1 House Convenience (HC) Rotation. House Convenience hours will be rotated equitably by job classification within each shift among the following departments:

CNAs:	2nd, 3rd, CDU
Monitor Techs:	CCU, 3rd
Unit Secretaries:	2nd, 3rd, ER, OB

All CNAs must have twelve (12) hours of continuing education annually provided by GHCH, plus must pass the one (1) time state required competency evaluation.

10.8.2 Layoff "Trigger" Mechanism. In the event any employee is given a total of two hundred (200) hours of involuntary HC within a calendar year, a layoff will be required as defined in Section 10.7. There shall be no trigger for voluntary HC.

10.9 In the event a full-time or part-time employee is required to work with less than twelve (12) hours off duty between scheduled shifts, all time worked within said twelve (12) hour period shall be at time and one-half (1 1/2). This clause shall not apply to standby and callback assignments performed pursuant to 11.3 and 11.4 herein, nor to an employee who requests to temporarily alter his/her regularly scheduled shift.

10.9.1 In the event an employee assigned to work twelve (12) hour shifts is required to work with less than ten (10) hours off duty between shifts, all time worked within said ten (10) hour period shall be at time and one-half (1 1/2).

10.10 Weekend Work. The Employer will schedule employees every other weekend off. Employees required to work on their regularly scheduled weekend off shall be paid at the rate of one and one-half times (1 1/2x) their regular rate of pay for all hours worked on such weekend. This section shall not apply to employees who are hired to work every weekend, or who voluntarily agree to work more frequent weekend days, excluding standby assignments, or to employees who trade weekends for their own convenience.

An employee who voluntarily chooses to work more frequent weekend shifts, except those employees who are hired to work every weekend, may rescind such choice, provided he/she notifies the department supervisor in writing at least fifteen (15) days prior to posting of the next month's schedule.

10.10.1 The weekend shall be defined as Saturday and Sunday for day and evening shift employees; Friday and Saturday nights for night shift employees.

#### ARTICLE 11 - CLASSIFICATIONS AND RATES OF PAY

11.1 Wage Schedule. Exhibit "A" attached hereto and made a part of this Agreement shall be the schedule of wages which shall apply effective the dates indicated therein.

11.2 Shift Differential. Full and part-time employees working evening shift (3:00 p.m. to 11:30 p.m. shift or 2:45 p.m. to 11:15 p.m. shift) shall receive one dollar and sixty-five cents (\$1.65) per hour in excess of their regular shift effective February 2, 2017. Full-time and part-time employees working night shift (11:00 p.m. to 7:30 a.m. or 10:45 p.m. to 7:15 a.m.) shall receive two dollars and forty cents (\$2.40) per hour in excess of their regular shift effective February 2, 2017. Except as provided in Subsection 11.2.1.1 herein, starting at 7:00 a.m. (or 7:15 a.m. respectively) and continuing until 3:30 p.m., overtime for night shift employees will be at the day shift rate and not include the night shift differential; starting at 11:00 p.m. (or 11:15 p.m. respectively) and continuing until 7:30 a.m., overtime for evening shift employees will be at the night shift rate and not include the evening shift differential; starting at 3:00 p.m. (or 3:15 p.m. respectively) and continuing until 11:30 p.m., overtime for day shift employees will be at the evening shift rate.

11.2.1 Employees shall receive shift differential for actual hours worked that coincide with normal hours that qualify for shift premium. This premium pay shall apply to full-time, part-time and per diem employees.

11.2.1.1 Employees whose scheduled hours fall between 7:00 a.m. - 5:00 p.m., inclusive will be paid day shift rate for all hours worked. Any overtime hours worked after the end of their regular shift will be paid including the applicable shift differential as defined in Section 11.2 above. This subsection does not apply to any employee whose scheduled hours begin prior to 7:00 a.m. or end after 5:00 p.m. Employees whose scheduled hours do not fall completely within 7:00 a.m. to 5:00 p.m. will be paid applicable shift differential as defined in 11.2 above.

11.3 Standby. Regular standby pay shall be at the rate of three dollars and twenty-five cents (\$3.25) per hour. Standby pay on holidays shall be at the rate of three dollars and fifty cents (\$3.50) per hour. Employees shall be provided with a paging device while on standby. Standby premium shall be paid only during the actual time on standby and shall not be applicable while the employee is on call-in on the Hospital premises, nor during any time the employee is being paid premium pay for call-in per Section 11.4 herein. No employee will be required to take more than two hundred (200) hours of standby per calendar month.

11.4 Call-In. When an employee is on standby call and is required to report for duty, the employee shall receive one and one-half (1 1/2) times the regular rate of pay for a minimum of three (3) hours through twelve (12) hours; double time (2x) shall apply for any time actually worked in a callback over twelve (12) hours through seventeen (17) hours; double time and one-half (2 1/2x) shall apply for any time actually worked in a callback over seventeen (17) through twenty-four (24) hours in a twenty-four (24) hour period. This twenty-four (24) hour period shall apply to a scheduled shift followed by standby call or to weekend call which may be divided into twenty-four (24) hour periods of time. If a shift has been worked at regular pay, those hours shall be counted when determining the rate of pay for callback.

11.4.1 For pay purposes, callback time shall start at such time that the employee enters the Employer's premises on the callback. Callback time shall end at such time that the employee leaves the Employer's premises.

11.4.2 Subject to patient care considerations, the Hospital will make a good faith effort to provide relief for an employee who requests a day off or change in the employee's start time the following day where the employee has been called back and works after midnight the previous night. To be considered, the employee must notify his or her director or designee prior to leaving the facility at the end of the call back if making such a request. The employee may choose to access accrued vacation for the day. Upon written request by the Union, the Hospital will describe what good faith effort was made at the next Labor-Management Committee.

11.5 Employees called back to work within eight (8) hours of their scheduled shift, or 0.8 FTE employees (or higher) who are requested to work on their scheduled day off shall be paid one and one-half (1 1/2) times their regular rate of pay.

11.6 Employees who indicate to their supervisor in writing that they are voluntarily applying to work on their scheduled days off shall be deemed to have waived this contractual overtime requirement and shall be paid at straight time for all hours worked on their scheduled days off, unless required by law, until such time as the written request is rescinded with at least two (2) weeks' notice by the employee.

11.7 Merit Increases. The Employer shall have the right to grant any merit pay increases based upon an individual's job performance.

11.8 Lead Pay. Effective February 2, 2017, employees who are designated as Leads and/or Service Line Leaders by management shall be paid one dollar twenty-five cents (\$1.25) per hour above the regular rate of pay. Employees designated as both Lead and Service Line Leader shall be paid Lead Pay in addition to Service Line Leader Pay.

11.9 Certification Pay. An employee who is certified in a nationally recognized program and is

assigned by the Employer to an area of that specialty shall be paid a one dollar (\$1.00) per hour premium, provided the employee maintains their certification. This certification premium shall not apply to any job classification which is identified by title in the Agreement as Certified, including but not limited to: Certified Surgical Tech, Certified Nursing Assistant, Certified Respiratory Therapy Tech.

11.10 Certified Interpreters. Those employees who are Washington State Certified interpreters will receive one dollar (\$1.00) per hour premium for time performing interpreter duties while on duty at GHCH. Certified individuals will receive this premium and will not also receive the Certification pay per Section 11.9, Certification Pay.

11.11 Promotion to a Higher Classification. Employees promoted to the job classifications listed below shall be placed at the same step on the salary scale as the employee held prior to promotion:

Med Lab Tech to Med Tech  
Surgical Tech to Certified Surgical Tech  
Rad Tech I (ARRT) to Rad Tech II or Mammo  
Cert Resp Ther Tech to Registered Respiratory Therapist

An employee who is promoted from Rad Tech I or Rad Tech II to Ultrasound, Nuclear Med Tech or MRI shall be placed at the base step of the higher classification or be placed on the step that is closest to a five percent (5%) wage increase, whichever is greater. Employees promoted in all other circumstances shall be placed on the step that is closest to a four percent (4%) increase.

A Diagnostic Imaging employee who is promoted to a position requiring a new or additional registration and who is non-registered in the new modality, shall be compensated at 10% below the new step. Upon attainment of full Registry Status in the new modality, the employee shall thereafter be compensated at the applicable rate of pay. However, no employee shall suffer a reduction in wages as a result of the application of this new provision.

11.12 Consecutive Work Day. An employee required to work in excess of six (6) consecutive days shall be paid at the overtime rate for all authorized hours worked on the seventh (7<sup>th</sup>) consecutive day, and all days following the seventh (7<sup>th</sup>) day until a day off is granted. This Section 11.12 shall not apply to employees (a) who request a scheduling pattern which would require a seven (7) day interval or work to meet day off requests or other special schedule requests; (b) when the employee initiates the offer and volunteers for additional shifts; (c) attendance at voluntary meetings or training sessions; or (d) when the employee has volunteered or requested to be placed on call (this also includes an employee regularly scheduled to work call).

11.13 Weekend Bonus. Effective February 2, 2017, employees shall receive one dollar twenty-five cents (\$1.25) per hour for all hours worked from 2300 Friday until 2300 Sunday. The weekend bonus shall not be considered part of the employee's regular rate for overtime computation purposes.

11.14 Paid Sick and PTO Shift Pay. It is agreed that paid sick leave and PTO hours shall be the amount which the employee would have earned (including shift differential) had the employee worked during the sick leave or PTO period at the regular rate on the employee's regular shift.

ARTICLE 12 - HOLIDAYS

12.1 The following seven (7) calendar holidays shall be designated as a holiday for purposes of Section 12.2 below:

New Year's Day	January 1
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

12.2 Full-time employees and part-time employees who are required to work on a holiday as set forth in Section 12.1 above, shall be paid time and one-half (1 1/2) their regular rate of pay. Employees may also elect to take additional accrued PTO time for the shift worked on the holiday.

12.3 Holiday Rotation. It is agreed that holiday work shall be rotated by the hospital to the extent possible.

12.4 The Christmas holiday shall be designated from 11:00 p.m. December 24 until 11:00 p.m. December 25. The designated New Year holiday shall be from 11:00 p.m. December 31 until 11:00 p.m. January 1.

12.5 Employees who are regularly scheduled to work a ten (10) or twelve (12) hour day and who are required to work a holiday shall receive time and one-half (1 1/2) for the ten (10) or twelve (12) hours worked on the holiday. Employees may also elect to take additional PTO time for the shift worked on the holiday.

12.6 Work on a Holiday. Full-time and part-time employees required to work on a holiday shall be paid time and one-half (1 1/2) their regular rate for all hours worked on the holiday. Overtime worked on a holiday shall be paid double time (2x) the employee's regular rate.

ARTICLE 13 – VACATION

13.1 PTO Accrual. All full-time employees shall accrue vacation benefits in accordance with the following schedule:

<u>Upon completion of:</u>	<u>Paid PTO Days</u>	<u>Maximum Accrual</u>
1 - 3 years	160 hours	232 hours
4 - 9 years	200 hours	268 hours
10 - 13 years	240 hours	328 hours
14 - 21 years	256 hours	352 hours
22 or more years	272 hours	376 hours

13.2 PTO Eligibility. All full-time employees and part-time employees shall be eligible to take

accrued PTO after completing the probationary period. Grandfathered part-time employees who change from a premium pay status to pro-rated benefits shall be given credit for purposes of placement in the PTO accrual schedule for each year worked in premium pay status. PTO may be taken in increments of whole or partial work days subject to Employer approval in advance.

13.3 PTO Scheduling. PTO will be scheduled by mutual agreement; however, the Employer retains the right to schedule PTO in such a way as will least interfere with patient care and workload requirements of the Hospital. Employees in a department shall be given preference in the choice of PTO dates on the basis of seniority, provided they submit to the Employer, in writing, their desired PTO dates between January 1 and January 31 of each year for PTO being scheduled between March 1 of the current year and March 1 of the following year, and the requests shall be approved or denied no later than the last day of February. PTO requests received after February 1 will be decided on a first come/first served basis, according to the date and time the employee's supervisor received the request. The supervisor shall respond in writing within thirty (30) calendar days of the request. An employee must have accrued PTO available to take the requested PTO. In the event an employee schedules PTO but does not have sufficient PTO accruals to take the requested PTO by the time the PTO is scheduled to begin, the scheduled PTO will be removed from the calendar. HC hours taken as PTO will be excluded from this requirement.

13.3.1 When an employee exhausts part or all of his/her PTO accrual to cover HC hours, and the employee requests unpaid PTO, such request will be scheduled in accordance with Section 13.3, PTO Scheduling, herein. The granting of unpaid PTO will not be permitted in any other situation.

13.4 Termination PTO Credit. After completion of six (6) calendar months of continuous employment in a full-time or part-time status, employees shall be paid upon termination of such employment for any PTO credits accrued: provided, however, this provision shall not apply to those employees who leave the employ of the Employer without giving fourteen (14) calendar days' prior written notice or to those employees who are discharged for cause.

13.5 Maximum Accrual. Employees who reach the maximum allowable PTO accrual will no longer accumulate PTO over that amount, except under unusual circumstances and when approved by the Employer in writing.

13.6 PTO Cashout. An employee may cash out up to eighty (80) hours of accrued but unused PTO once per calendar year provided a minimum of forty (40) hours remains in the employee's PTO bank.

## ARTICLE 14 - HEALTH AND WELFARE

14.1 Group Medical Insurance. Effective January 1, 2017. For group medical insurance effective January 1, 2017, beginning on the first (1<sup>st</sup>) day following the ninety (90) calendar days of continuous employment (as described in the Plan Document) those employees who regularly work an average of twenty-four (24) hours or more per week shall be covered under the Employer-paid group medical plan benefits as set forth in the Plan Document. Employees who regularly work less than an average of twenty-four (24) hours per week shall not be eligible to participate in this benefit, except as may be provided under the federal COBRA law. There shall be two (2) insurance plan option choices, either (1) Basic Plan or (2) Buy-Up Plan.

- Under the *Basic Plan Option*, the insurance plan deductible shall be one thousand dollars (\$1,000) per individual and two thousand seven hundred fifty dollars (\$2,750) per family, and the out of pocket maximum per individual shall be four thousand dollars (\$4,000).
- Under the *Buy-Up Plan Option*, the insurance plan deductible shall be seven hundred fifty dollars (\$750) and two thousand dollars (\$2,000) per family, and the out of pocket maximum per individual shall be three thousand dollars (\$3,000).

14.1.1 Effective January 1, 2022, for deductions made in December 2021, employees shall pay monthly premiums, according to the following schedule:

Under the *Basic Plan Option*:

Employee Only	\$ 0.00
Spouse	25% of premium
1 child	25% of premium
2 or more children	25% of premium
Spouse + 1 child	25% of premium
Spouse + 2 or more children	25% of premium

Under the *Buy-Up Plan Option*:

Employee Only	\$135.00
Spouse	30% of premium
1 child	30% of premium
2 or more children	30% of premium
Spouse + 1 child	30% of premium
Spouse + 2 or more children	30% of premium

14.1.2 Those employees who regularly work an average of twenty-four (24) hours or more per week and are covered by their spouse's medical insurance, shall have the option of coming under the coverage of the Employer's group medical insurance the first (1<sup>st</sup>) of the month following submission of a signed and notarized statement to the Personnel Office that the employee's spouse has lost medical coverage through no fault of his/her own. The timing of such coverage shall be dependent upon the employee meeting the eligibility requirements.

14.1.3 Employees who regularly work an average of twenty-four (24) hours per week during any six (6) month period shall qualify for Employer-paid medical and dental benefits.

- B. Tobacco Use Premium Surcharge. Effective January 1, 2016, annually each employee shall be required to submit an affidavit regarding personal tobacco use. An employee who fails to submit an affidavit, uses tobacco products in any form, or is later found by the Employer to use tobacco products contrary to his/her affidavit will pay a twenty-five dollar (\$25.00) per month premium surcharge. This tobacco use premium surcharge shall apply to both the Basic Plan Option and the Buy-Up Plan Option.
- C. Plan Changes. In the event the Hospital modifies its current plan(s) or provides an alternative plan(s), the Hospital will review the plan changes with the Union prior to implementation.



14.2 Health Testing. Once a year the Employer shall provide at no cost, a CBC and differential, a urinalysis with microscopic, and Pap smear. Such tests shall be performed only on a physician's order.

In order for the above tests to be performed, the employee must obtain the appropriate form from the Human Resource Office in advance.

The Employer shall provide to each employee a tuberculin screen in accordance with applicable State Department of Health regulations.

14.3 Worker's Compensation Insurance. The Employer will provide Workman's Compensation Insurance in accordance with the laws of the State of Washington.

14.4 Unemployment Compensation Insurance. The Employer will provide Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

14.5 Retirement Plan. The Employer shall continue in full force and effect its retirement plan, making whatever changes may be required to comply with applicable law and/or regulations.

14.6 Group Life Insurance. The Employer shall provide a group life insurance plan for all its full-time employees in the bargaining unit in a face value amount of ten thousand dollars (\$10,000).

14.7 Short-Term Disability Insurance. The Employer shall provide a short-term disability insurance plan for all full-time employees upon completion of two (2) years (4,160 paid hours) of full-time employment. Those part-time employees who regularly work an average of thirty-two (32) or more hours per week and who have elected to receive or are receiving vacation, sick leave and holiday benefits, will be allowed to participate in the Employer-provided short-term disability insurance plan in the same manner as set forth above.

14.8 Group Dental Plan. The Employer shall pay the premium cost of a group dental plan for those employees who regularly work an average of thirty-two (32) hours or more per week in the bargaining unit. An employee who elects dependent coverage will pay for group coverage, including the medical and dental and vision coverage, through payroll deduction. See Section 14.1.1 for premium costs. The dental deductible shall be fifty dollars (\$50) per year per person with an aggregate deductible of one hundred fifty dollars (\$150) per family. Maximum paid dental benefit shall be two thousand dollars (\$2,000) per calendar year.

14.9 Vision Insurance. The Employer shall pay the premium cost of a group vision plan for those employees who regularly work an average of thirty-two (32) hours or more per week in the bargaining unit. An employee who elects dependent coverage will pay for group coverage, including the combined medical, dental and vision coverage, through payroll deduction. See Section 14.1.1 for premium costs. The vision deductible shall be twenty-five dollars (\$25) per individual per calendar year and the maximum paid vision benefit per individual shall be six hundred dollars (\$600) per calendar year.

14.10 Long Term Disability Insurance. The Employer shall make available a voluntary long-term disability (LTD) insurance plan for those bargaining unit employees who regularly work an average of thirty-two (32) hours or more per week and who have elected to receive or are receiving vacation, sick

and holiday benefits. The LTD insurance premiums shall be paid entirely by the individual participating employee.

14.11 Explanation of Benefits (EOB). An individual employee's "Explanation of Benefits" ("EOB") for medical, dental, vision, pharmacy and disability benefits shall be made available by the Employer's Third Party Administrator electronically for the employee's review.

## ARTICLE 15 - SICK LEAVE

15.1 Sick Leave Accrual. All employees shall accrue sick leave as required by Washington State law from date of hire. Sick leave shall accumulate to a maximum of seven hundred twenty (720) hours, except for Per Diem employees who will be allowed to accumulate per law and carry over no more than forty (40) hours as of January 1<sup>st</sup> each year.

15.2 Sick Leave Usage. If an employee is absent from work due to illness or injury, the Employer shall pay the employee sick leave pay for each day of absence to the extent of the illness or injury, or to the amount of the employee's unused sick leave accumulation, whichever is less. Sick leave shall not be paid for illness or injury incurred during an employee's probationary period. Up to two (2) hours per visit of sick leave pay may be used for either physician or dental appointments, provided the employee's supervisor has been notified at least forty-eight (48) hours in advance of the date and time of the appointment. This notice requirement shall be waived in the event of a medical emergency. If the physician/dental appointment lasts longer than two (2) hours, sick leave may be used for the actual time spent at the physician/dentist, excluding all travel time.

15.2.1 Unscheduled Use of Sick Leave. Unscheduled sick leave creates hardships on employees and operations. Documented misuse of sick leave, pattern absences or use of sick leave that is unpaid shall be cause for the supervisor to counsel an employee to determine the reason for the use of sick leave hours, and may result in disciplinary action. A physician or dental appointment in accordance with Section 15.2 herein shall not be considered an incident.

If an employee returns from sick leave and must be absent again within three (3) calendar days from the date of return from the absence for the same condition, such absence shall be considered part of the same incident; provided, however, this shall apply no more than once per episode of illness.

15.3 Sick Leave Notification. The employee shall notify the Employer at least one and one-half (1 1/2) hours in advance of the employee's scheduled day shift; three (3) hours in advance for evening and night shift, if the employee is unable to report for duty as scheduled. Failure to do so without good cause may result in loss of paid sick leave for that day. Prior to payment for sick leave lasting more than three (3) shifts, reasonable proof of illness may be required. Proven abuse of sick leave shall be grounds for discipline including possible discharge.

15.3.1 Nursing Department Employees. The employee shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift, if the employee is unable to report for duty as scheduled. These separate notification requirements for nursing department employees shall

be optional with the Employer and shall not be put into effect until the employee has received two (2) weeks' advance notice of the change in notification requirements.

15.4 Sick Leave Conversion. In the event an employee has not used any sick leave in excess of the below referenced figures during the contract year [that being the twelve (12) month period based on the contract anniversary date], that employee shall be permitted to use the conversion table as outlined below. Sick time converted to paid time off may be paid at termination of employment in good standing, if termination is during the year the employee would normally be allowed to take accrued paid time off. For purposes of this section, good standing shall be defined as meeting the requirements of Section 8.2 herein.

Regularly Scheduled Eight (8) hour days

<u>Use of Sick Time</u>	<u>Paid PTO or Cash Conversion</u> <u>Effective 5-1-10 Convertible 5-1-11</u>
0 hours	40 hours per contract year
1-4 hours	36 hours per contract year
5-8 hours	32 hours per contract year
9-12 hours	28 hours per contract year
13-16 hours	24 hours per contract year

Regularly Scheduled Ten (10) hour days

<u>Use of Sick Time</u>	<u>Paid PTO or Cash Conversion</u> <u>Effective 5-1-10 Convertible 5-1-11</u>
0 hours	40 hours per contract year
0-5 hours	36 hours per contract year
6-10 hours	32 hours per contract year
11-15 hours	28 hours per contract year
16-20 hours	24 hours per contract year

Regularly Scheduled Twelve (12) hour days

<u>Use of Sick Time</u>	<u>Paid PTO or Cash Conversion</u> <u>Effective 5-1-10 Convertible 5-1-11</u>
0 hours	40 hours per contract year
1-6 hours	36 hours per contract year
7-12 hours	32 hours per contract year
13-18 hours	28 hours per contract year
19-24 hours	24 hours per contract year

Any partial hours of sick leave use will be rounded to the nearest hour. Any employee working shift lengths different from those listed here shall have their conversion calculated according to the pattern established above.

15.4.1 Cash Option. Once each year the employee shall have the option to receive cash (in the form of a separate check) per the conversion formula in Section 15.4 above, which check will be issued during the month of May. Such cash option must be requested in writing to Personnel by the employee not later than May 1 of that year.

15.4.2 Retiree Cash Conversion. An employee who is sixty-two (62) years of age or older and is scheduled to permanently retire from Grays Harbor Community Hospital shall have the right to convert his/her accrued sick leave on a pro-rated basis per the conversion formula in 15.4 above. A check will be issued to the employee at time of retirement.

15.5 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265, *et seq.*), an employee shall have access to sick leave and PTO in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition. The following definitions shall apply:

- (1) "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.
- (2) "Spouse" means a husband or wife, as the case may be.
- (3) "Parent" means a biological parent of an employee or an individual who stood *in loco parentis* to an employee when the employee was a child.
- (4) "Parent-in-law" means a parent of the spouse of an employee.
- (5) "Grandparent" means a parent of a parent of an employee.

15.6 Transfer of Benefits. In accordance with Hospital policy, employees shall be allowed to transfer available PTO benefit hours to another employee who is on an approved leave of absence who has exhausted their PTO and sick leave bank. This understanding is subject to the specific conditions set forth in Hospital Policy No. PR-009, dated 12-1-97 (revised 2-4-03). An employee with a balance of six hundred eighty (680) hours of accrued, but unused, sick leave hours may transfer up to two (2) days [sixteen (16) hours] of sick leave in a calendar year to another employee who is ill on an approved leave of absence and has exhausted his/her sick leave.

## ARTICLE 16 - LEAVE OF ABSENCE

16.1 Request for Leave. All leaves of absence are to be requested by the employee in writing as far in advance as possible, stating the reason for leave, the date the leave is to begin, and the expected date of return. A reply granting or denying the request shall be given by the Employer as soon as possible.

16.2 Return from Leave. A leave of thirty (30) calendar days or less shall guarantee the employee the right to return to his/her former position.

An employee who returns from a leave of absence in excess of thirty (30) calendar days shall be thereupon accorded the first available similar opening for which the employee is qualified in the judgement of the Employer. In the event there is no position immediately available, this commitment

shall only be in effect for a period of six (6) months from the time the employee notifies the Employer of his/her availability to return to work.

16.3 Accruals. A leave of absence of thirty (30) days or less shall not alter an employee's anniversary date. During any full pay period in which an employee is unpaid, sick leave and PTO shall not accrue.

16.4 Failure to Return. Any employee who fails to make himself available for return to work by the approved expiration date of said leave, shall be considered terminated.

16.5 Medical Leave. After one (1) year of continuous employment, leave without pay for up to six (6) months without loss of seniority or accrued benefits shall be granted for personal health reasons upon written request. The Employer may require a statement from the attending physician attesting to the employee's capability to perform the work required. An employee who had exhausted all of his/her paid leave at the time the unpaid leave of absence began, and who notifies the Employer that he/she is available for work on or before the forty-fifth (45<sup>th</sup>) calendar day of such unpaid leave, shall be guaranteed the right to return to his/her former position. An employee who notifies the Employer that he/she is available for work after the forty-fifth (45<sup>th</sup>) calendar day but on or before six (6) calendar months, shall thereupon be accorded the first (1<sup>st</sup>) available similar opening for which the employee is qualified in the judgment of the Employer.

16.5.1 An unpaid forty-five (45) calendar day leave, as described in 16.5 herein, shall not result in an adjustment to the employee's anniversary date of employment. Sick leave and PTO shall not be accrued during such unpaid leave of absence of more than forty-five (45) calendar days.

16.6 Military Leave. Leave required in order for an employee to maintain status in the military reserve of the United States shall be granted without pay and without loss of benefits. The employee may request the use of accrued PTO for such military leave.

16.7 Jury Duty. Regular employees who are called on jury duty shall be compensated by the Employer for the difference between their jury duty pay and regular rate of pay (excluding any shift differential pay) for all such hours, whether day, evening or night shift employees. To be eligible for jury duty pay, an employee who reports for jury duty and then is excused must immediately report back to the Employer indicating the employee's availability for work. (Employees called for jury duty who work evening or night shifts shall not be required to work on any day during which they are actually selected and serve on a jury.)

16.8 Educational Leave. After one (1) year of continuous service, an employee may request leave with pay for the purpose of attending career-oriented educational programs. The Employer shall be the judge as to whether a given educational program may be beneficial to the Employer and the employee. Any such leave, if granted, shall also be subject to budgetary considerations and scheduling requirements of the Employer.

16.8.1 Whenever an employee is asked by the Employer to attend an educational program, the employee's salary and all reasonable expenses related to the program shall be paid by the Employer.

16.9 Bereavement Leave. Emergency leave of up to three (3) days with pay shall be granted to full-time employees and part-time employees who select pro-rated benefits (bereavement shall be paid on a pro-rated basis for eligible part-time employees) for death in the immediate family. If additional days are needed, the employee shall be permitted to use any accrued PTO hours, up to three (3) days of accrued sick leave, or leave of absence without pay. Immediate family shall be defined as: grandparent, parent, step-parent, spouse, domestic partner (spousal equivalent), brother, sister, child, grandchild, mother/father-in-law, and any relative living in the employees' household. Exceptions to this definition may be granted by the department head upon request by the employee.

16.9.1 Funeral Leave/Domestic Partner. For an employee to take funeral leave under Section 16.9, Bereavement Leave, for the death of a domestic partner (spousal equivalent) the employee must establish for the Employer through affidavit that they: share the same permanent residence; have a close personal relationship akin to marriage; are jointly responsible for basic living expenses; are not married to anyone else; are over the age of eighteen (18); are not related by blood; are mentally competent; and are each other's sole domestic partner and are responsible for each other's common welfare.

16.10 Maternity Leave. The Employer agrees to grant maternity leave which guarantees the employee the right to return to the same or similar position. The length of said leave which provides the guarantee, shall only be for the period of time the employee is actually disabled as a result of pregnancy or childbirth as determined by a physician. The Employer retains the right to obtain a second (2<sup>nd</sup>) physician's opinion at the Employer's expense, and such physician shall be mutually agreed upon between the employee and the Employer. Up to twelve (12) additional weeks beyond the period of actual disability may be requested by the employee in accordance with the Washington State Family Leave law (See Section 16.11 herein).

16.11 Family Leave and Medical Leave. A leave of absence of up to twelve (12) weeks shall be granted upon the request of an employee who has completed at least twelve (12) months of employment and who has worked at least twelve hundred fifty (1,250) hours in the twelve (12) months immediately preceding the start of the leave. This leave of absence shall be granted to eligible employees for the following reasons:

- 1) to care for a newborn child, and adopted child, or a newly placed foster child;
- 2) to care for a spouse, child or parent who has a serious health condition as defined by applicable law;
- 3) because of a serious health condition as defined by applicable law that makes the employee unable to perform the functions of her or his job. Family leave taken for the care of a newborn, adopted or foster child must be completed within twelve (12) months of the child's birth or placement.

For leaves related to the employee's or a family member's serious health condition, the Employer may request certification of illness as provided by law, and may, when appropriate, require at the Employer's expense that the employee obtain the medical opinion of a second (2<sup>nd</sup>) health care provider designated or approved by the Employer.

Family and medical leave may be taken in a single block; also, family and medical leave may be taken on an intermittent basis. Intermittent leave shall be subject to the supervisor's approval when such leave results in the employee working a reduced work week or transferring to an alternative position. The

total amount of family and medical leave taken shall not exceed twelve (12) work weeks within a rolling twelve (12) month period. Such twelve (12) month period is measured backward from the date the employee commences any FMLA eligible leave, paid or unpaid. FMLA leave shall be granted without loss of benefits accrued to the date the leave commences.

During the period of the leave the Employer's contributions toward health and dental insurance benefits shall be continued to the extent and for the duration required by law. The employee must continue her or his own portion of the insurance premium contributions as required by law.

Absent unforeseeable circumstances, an employee must give at least thirty (30) days' written notice in advance of the family leave. If the employee has given proper notice and the period of absence from work does not exceed twelve (12) work weeks (plus any applicable maternity leave under Section 16.10 herein), the employee shall be entitled to return to her/his former position or to an equivalent position with equivalent pay, benefits and conditions of employment. Employees must use any accrued sick leave during a family or medical leave involving a serious health condition affecting the employee and/or the employee's minor child(ren) (see Section 15.5 Family Care Act of 2003), and may opt to use accrued vacation. In the event accrued sick leave and vacation does not cover the entire period of the leave, any remaining leave time shall be unpaid.

It is understood that leave under the federal Family and Medical Leave Act shall run concurrently with any other leave provided for in this Agreement, including Vacation Leave (Article 13), Sick Leave (Article 15), and Medical Leave (Section 16.5), as well as leave of absence for workers' compensation, absence for non-workplace injury or illness, personal leave, or any other leave provided by the Employer. Leave under the federal FMLA shall also run concurrently with the Washington State Family Leave law (Chap. 49.12 RCW), and the state regulation on Maternity Leave (WAC 162-30-020).

It is understood that this Section 16.11 addresses the key aspects of the federal Family and Medical Leave Act (FMLA). However, any other applicable provisions of the law not specifically addressed in this Agreement shall apply. A copy of the law and its regulations are available for inspection in the Personnel Office.

16.12 Union Leave. An employee may request leave without pay for thirty (30) calendar days or less for the purpose of official Union work. The provisions of Section 16.1, Request for Leave, Section 16.2, Return from Leave, and Section 16.3, Accruals, apply to such leave requests. If such union leave is granted by the Employer, the employee's existing seniority status shall be maintained.

16.12.1 Unit Representatives. Unit Representatives shall be entitled to up to three (3) days of unpaid leave to attend bona fide union activities, subject to patient care requirements.

## ARTICLE 17 - EVALUATIONS

17.1 Evaluation System. The Employer shall maintain an evaluation system which provides for written employee evaluations on a probationary, special and annual basis. Such a system shall reflect the reasonable expectations of management.

17.2 Evaluations Results. No evaluation results shall be entered into an employee's personnel file unless the employee has read it, and has had an opportunity to sign the evaluation and comment upon it.

17.3 Warning Notice. Except for gross infractions of hospital policies and/or procedures, no employee will be discharged before having received at least one (1) written warning notice.

17.4 Disciplinary Notice/Personnel File. The Employer shall remove from the employee's personnel file any disciplinary notice that is dated two (2) years or more, provided there have been no further disciplinary actions against the employee for a two (2) year period, subject to the following exception. In the event a disciplinary action would be based upon a proven violation of the Hospital's Compliance Plan regarding Medicare/Medicaid fraud and/or abuse, such disciplinary notice shall not be removed in order for the Employer to meet its legal obligations under applicable federal and state laws, rules and regulations pertaining to compliance with Medicare, Medicaid and other related health care programs. After two (2) years from the date of discipline for a compliance infraction, provided there have been no further disciplinary actions against the employee for compliance violations for the two (2) year period, such disciplinary notice shall be removed from the employee's personnel file and placed in a separate file in the Human Resources office.

#### ARTICLE 18 - NO STRIKE/NO LOCKOUT

18.1 The parties to this Agreement realize that this hospital and other healthcare institutions provide special and essential services to the community. 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 employees, and (b) neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist, or encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, nor shall any employee refuse to cross any other organization's picket line.

18.1.1 Any employee who is found to have violated this Article shall be subject to immediate discipline.

#### ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Definition. A grievance is defined as any alleged misapplication or misinterpretation of any of the terms and conditions of this Agreement. If any such grievance should arise, it shall be processed by the employee in accordance with the following procedure.

19.2 Procedure. If any grievance should arise as defined above, it shall be submitted by the employee in accordance with the following procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. If the grievant does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant shall have the right to proceed to the next step of this procedure.

Step I - Employee and Immediate Supervisor.



The employee (and/or authorized representative) shall submit his/her grievance in writing to the employee's immediate supervisor within twenty-one (21) calendar days of the employee's knowledge that a grievance exists. The written grievance shall contain a description of the alleged contract violation, the date it occurred and the corrective action the grievant is requesting. The immediate supervisor shall have twenty-one (21) calendar days in which to submit a written response to the grievant and authorized representative.

Step II - Employee and Department Head.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee (and/or authorized representative) may submit the written grievance to his/her department head within seven (7) calendar days of the immediate supervisor's decision. A conference between the employee (and/or authorized representative) and the Department Head (and/or designee) shall then be held for the purpose of resolving the grievance. The Department Head shall issue a written reply within ten (10) calendar days following the conference.

Step III - Employee and Administrator.

If the matter is not resolved at Step II to the employee's satisfaction, the grievance shall be referred in writing to the Administrator (or his designee) by the employee (and/or authorized representative) within seven (7) calendar days after the Step II decision. The Administrator shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

Step IV - Arbitration.

If the grievance is not settled on the basis of the foregoing procedure, and if the grievant and the Union have complied with the specific procedures and time limitations specified herein, the employee with the assistance of the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days after the Step III decision. Within seven (7) calendar days of notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service from Washington and Oregon. The parties shall thereupon alternate striking a name from the panel until one (1) name remains. The first (1<sup>st</sup>) name to be struck shall be determined by the flip of a coin. 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, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of this issue in dispute. Furthermore, the arbitrator shall have no authority to substitute his/her judgement for that of the Employer's so long as the Employer's judgement is exercised in good faith and objectively made based upon established criteria. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense 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.

## ARTICLE 20 - SCOPE OF AGREEMENT

20.1 Written Agreement. Agreement expressed here in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of these provisions.

20.2 Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter discussed during negotiations or covered by this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## ARTICLE 21 - CONFERENCE COMMITTEE

21.1 Conference Committee. The Employer, jointly with five (5) elected representatives of the Employer's Professional, Technical, Medical Records, Business Office and Service & Maintenance units, shall constitute a Conference Committee. The purpose of the Conference Committee shall be to foster effective communication between the Employer and employees of the Hospital. The function of the committee shall be limited to an advisory capacity. The committee shall be established on a permanent basis and shall meet at mutually acceptable times upon the request of either party. Minutes of the Conference Committee meetings shall be kept and employees shall be paid their regular rate of pay for time spent in the meetings of the Conference Committee. Topics for the Conference Committee may include, but are not necessarily limited to, staffing, safety and hospital policies and procedures affecting employees' employment.

## ARTICLE 22 - SUCCESSORSHIP

In the event of a sale, merger or transfer of the ownership of the Hospital to an entity not a signatory to this Agreement, the Hospital will provide the Union ninety (90) days' notice and will meet, at the Union's request, to discuss the impact of such change.

## ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall be in effect from the date of signing of this Agreement and shall continue in full force and effect through and including April 30, 2025. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date, of its intent to negotiate a new agreement. Such notice of opening of this Agreement shall include the desired changes in writing, but shall not preclude additional proposed

changes. Subsequent to this notice, should such notice be served, bargaining shall commence within thirty (30) days following the date of timely notice.

Signed this date: \_\_\_\_\_

HARBOR REGIONAL HEALTH  
COMMUNITY HOSPITAL

UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 3000

\_\_\_\_\_  
Tom Jensen,  
Chief Executive Officer

\_\_\_\_\_  
Mia Contreras,  
Executive Vice President

\_\_\_\_\_  
Julie D. Feller,  
Executive Director, Human Resources

HARBOR REGIONAL HEALTH COMMUNITY HOSPITAL  
EXHIBIT "A" - Wage Schedule

<b>BUSINESS OFFICE - Effective First Full Pay Period after 11/28/22</b>																			
	Base	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	12 yr	14 yr	16 yr	17 yr	20 yr	25 yr	27 yr	30 Yr
Accts Payable Clerk	18.19	18.79	19.29	19.84	20.39	20.93	21.49	22.03	22.65	23.17	23.79	24.34	24.91	25.49	26.06	25.61	27.18	27.79	28.44
Scheduling Secretary																			
Registration Clerk	18.19	18.51	18.75	19.19	19.77	20.37	20.97	21.52	22.12	22.70	23.28	23.89	24.44	25.08	25.63	26.23	26.81	27.41	28.07

Employees hired with no applicable training or experience in the judgement of the Employer, shall be paid ten percent (10%) below the base rate for that job classification until such experience is obtained on the job in the judgement of the Employer. The ten percent (10%) reduction shall not exceed their probationary period.

HARBOR REGIONAL HEALTH COMMUNITY HOSPITAL  
EXHIBIT "A" - Wage Schedule

<b>BUSINESS OFFICE - Effective April 30, 2023</b>																			
	Base	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	12 yr	14 yr	16 yr	17 yr	20 yr	25 yr	27 yr	30 Yr
Accts Payable Clerk	18.60	19.21	19.72	20.25	20.85	21.40	21.98	22.53	23.16	23.70	24.33	24.88	25.47	26.06	26.65	27.21	27.79	28.41	29.08
Scheduling Secretary																			
Registration Clerk	18.60	18.93	19.17	19.62	20.21	20.83	21.44	22.00	22.62	23.21	23.81	24.43	24.99	25.64	26.20	26.82	27.42	28.06	28.70

Employees hired with no applicable training or experience in the judgement of the Employer, shall be paid ten percent (10%) below the base rate for that job classification until such experience is obtained on the job in the judgement of the Employer. The ten percent (10%) reduction shall not exceed their probationary period.

HARBOR REGIONAL HEALTH COMMUNITY HOSPITAL  
EXHIBIT "A" - Wage Schedule

<b>BUSINESS OFFICE - Effective April 28, 2024</b>																			
	<b>Base</b>	<b>1 yr</b>	<b>2 yr</b>	<b>3 yr</b>	<b>4 yr</b>	<b>5 yr</b>	<b>6 yr</b>	<b>7 yr</b>	<b>8 yr</b>	<b>9 yr</b>	<b>10 yr</b>	<b>12 yr</b>	<b>14 yr</b>	<b>16 yr</b>	<b>17 yr</b>	<b>20 yr</b>	<b>25 yr</b>	<b>27 yr</b>	<b>30 Yr</b>
Accts Payable Clerk	19.02	19.64	20.16	20.75	21.32	21.88	22.47	23.04	23.68	24.23	24.88	25.44	26.04	26.65	27.25	27.82	28.42	29.05	29.73
Scheduling Secretary																			
Registration Clerk	19.02	19.36	19.60	20.06	20.67	21.30	21.92	22.50	23.13	23.73	24.35	24.98	25.55	26.22	26.79	27.42	28.04	28.69	29.35

Employees hired with no applicable training or experience in the judgement of the Employer, shall be paid ten percent (10%) below the base rate for that job classification until such experience is obtained on the job in the judgement of the Employer. The ten percent (10%) reduction shall not exceed their probationary period.

## EXHIBIT B

Information related to medical plan benefits:

### Employee Discount

The following medical services, when provided by Grays Harbor Community Hospital will be paid in full by the Employer after the deductible/co-pay has been satisfied by writing off the remaining inpatient charges, including any charges which are in excess of the usual and customary rate:

1. All Grays Harbor Community Hospital inpatient services (NOT including treatment for chemical dependency).
2. Those services where an inpatient is discharged from Grays Harbor Community Hospital and service related to the inpatient stay is performed within forty-eight (48) hours of discharge.
3. Services performed during a Short Stay Admission and a Same Day Admission. "Short Stay" is defined as an inpatient, overnight, up to twenty-four (24) hour stay. "Same Day" is defined as those medical procedures which are performed on an in and out basis with the patient staying less than twenty-four (24) hours and not overnight.

All other charges will be subject to the deductible and co-payment conditions as set forth in the Plan Document.

## MEMORANDUM OF AGREEMENT

It is hereby agreed and understood by the signing parties to this document that the language below was negotiated and accepted during the 1990, 1992, 2001, 2004, 2007, 2010 and/or 2013 contract negotiations for the Business Office, Medical Records, Service and Maintenance, Technical and Professional Unit contracts as indicated.

It is also agreed that the language below would be extended for the life of the newly negotiated contracts the date of signing to April 30, 2019.

### 1. Pharmacist Standby Log

It is agreed that Pharmacists placed on Standby by the manager in accordance with Article 11.3 will deal with telephone calls related to work in the following manner. For all telephone calls that do not result in the employee being called into the work place:

- a. Each employee will maintain a log of all phone calls received while on standby which do not result in the employee being called into work. The log format will be supplied by the Employer and will consist of:
  1. Time the call was received
  2. Who called
  3. Reason for call
  4. Time call ended
  5. Length of call
  6. Employee's initials
- b. These phone calls will be logged at the exact length of the call. A minimum of five (5) minutes will be credited per call.
- c. Employees will turn in the log on a quarterly basis to their manager.
- d. All time logged will be paid at one and one-half (1 1/2) times the employee's appropriate rate of pay in increments to the closest fifteen (15) minutes.

Falsifying time on the telephone log will be considered the same as falsifying a time card and will result in disciplinary action that may include possible discharge.

2. Effective October 14, 2002 the following Recognition for Experience language was agreed to in Article 11.1.2 for the Professional Bargaining Unit and specific Technical Bargaining Unit jobs listed below:

An employee who possesses continuous recent appropriate experience in the specific job into which he/she is being hired and is directly applicable, shall be placed on the wage scale above the base rate as follows. The Hospital will credit the individual with one (1) year for each year of qualifying experience up to and including Step 5, and one (1) year for every two (2) years of qualifying experience thereafter, rounded to the nearest step.

This language applies to all position titles in the Professional Contract and only to the following position titles in the Technical Contract:







