

Agreement by and between  
**UFCW 3000**  
and  
**Willapa Harbor Hospital**

Effective: 1-1-2021 – 12-31-2023

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*

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

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee’s request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management’s questions.

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

**Call the Member Resource Center at: 1-866-210-3000**

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**Willapa Harbor Hospital  
2021-2023**

This Agreement is made and entered into by and between Willapa Harbor Hospital hereinafter referred to as the "Employer," and 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." 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**

**1.1** The Employer recognizes the Union as the sole representative for all registered nurses and resident general duty nurses employed by the Employer, excluding supervisors, confidential employees and all other employees, for the purpose of discussions and agreements with respect to rates of pay, hours of work, and conditions of employment, and other pertinent matters as specified in this Agreement.

**ARTICLE 2 - MEMBERSHIP/DUES DEDUCTION**

**2.1 Membership.** All nurses who on the execution of this Agreement are members of the Union shall, as a condition of employment, remain members of the Union in good standing unless they revoke their membership per the terms of the membership application. All new employees shall within thirty-one days of the date of employment elect to become or not become a member of the union.

**2.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a Wage Assignment Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its term. 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 deduction. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

**2.3 Rosters.** At the beginning of each month, the Employer shall send to the Union and the Union Shop Steward an employee roster of all employees covered by this Agreement. The list shall include the name, address, telephone number, social security number, date of hire; shift, and regular hours for each employee. New hires and termination shall also be noted on the list.

**2.4 Voluntary Political Action Fund Deduction.** The employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The employer will write one check to the union for dues and the voluntary PAC Fund. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing 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 and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**ARTICLE 3 - UNION REPRESENTATION**

**3.1 Union Access.** The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding direct patient care areas, for the purpose of investigating grievances and contract compliance at reasonable times, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. The Union's representatives shall advise the Employer as to which department or area the staff representative wishes to visit, and will confine such visits to the department and area agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

**3.2 Bargaining Unit Representative.** The Union shall have the right to select bargaining unit representatives from among the nurses in the unit. The bargaining unit chairperson shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

**3.2.1 Shop Stewards.** The Employer agrees that the Union may establish shop stewards for the purposes of administering the terms of this Agreement. The employer shall receive the names of the shop stewards so designated. Such designated shop stewards shall receive no loss of pay or overtime for time spent in grievance or disciplinary meetings required by the Employer.

**3.3 Bulletin Board.** The Union shall be permitted to post Union announcements and notifications of professional activities signed by a designated bargaining unit chairperson/designee in the space provided by the Employer on the employee bulletin board.

**3.4 Contract and Job Descriptions.** The Employer will give each newly hired nurse a copy of the nurse's job description. The Union shop steward will give each newly hired nurse a copy of this Agreement, a membership application and a payroll deduction form within one (1) week of employment.

#### **ARTICLE 4 - MANAGEMENT RESPONSIBILITIES**

**4.1** The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, efficiently and economically, and/or meeting patient care emergencies. The Union further recognizes the right of the Employer to operate and manage the Hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided; however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off nurses for lack of work; to recall nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

#### **ARTICLE 5 - RN RESPONSIBILITIES**

**5.1 Hospital Mission.** The registered nurses employed by Willapa Harbor Hospital agree to support the Hospital Mission Statement. They shall recognize and commit themselves to the stewardship responsibilities for fiscal accountability.

**5.2 Nurse Practice Act.** The registered nurses will abide by the Washington State Nurse Practice Act (18.88 RCW Registered Nurses).

#### **ARTICLE 6 - DEFINITIONS**

**6.1 Resident Nurse.** A registered nurse whose clinical experience in an acute care facility after graduation is less than six (6) months or a registered nurse who is returning to practice with no current clinical training or experience. The resident nurse shall be assigned under the close supervision of a more experienced nurse who shall function as a preceptor. The resident nurse will work the same schedule as the preceptor. Residency shall be no less

than three (3) continuous months and for not more than six (6) continuous months based on a satisfactory evaluation by the Chief Nursing Officer using evaluation criteria. The residency period may be extended if deemed necessary by the evaluation.

**6.1.1** A resident nurse who is expected to function continuously without close and direct supervision, and who is performing the same level of responsibilities as a general duty staff nurse, shall be compensated as a general duty staff nurse.

**6.2 General Duty Staff Nurse.**

**6.2.1** A registered nurse who is responsible for the direct and or indirect nursing care of the patient.

**6.2.2** An experienced nurse, returning to practice, who has recently completed a nursing refresher course approved by the Hospital, shall be classified as a general duty staff nurse for starting salary purposes.

**6.3 RN Coordinator.** A separate job classification filled by a registered nurse with job responsibilities designated by the Hospital.

**6.4 Charge Nurse.** A registered nurse who is assigned charge nurse status by the Hospital for an organized unit on an as needed shift basis. The charge nurse will follow the position description of charge nurse as defined by Nursing Administration.

**6.5 Full-Time Nurse.** A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

**6.5.1 12-Hour Shift Full-Time Employee.** A registered nurse regularly scheduled seventy-two (72) hours within a fourteen (14) day period. Such employee shall accrue full-time benefits in the same amount as a forty (40) hour per week employee.

**6.6 Part-Time Nurse.** A nurse who works less than forty (40) hours and a minimum of twenty-four (24) hours per week or forty-eight (48) hours per fourteen (14) day period, and who has satisfactorily completed the required probationary period. Unless otherwise provided for herein, a part-time nurse shall share benefits on a pro rata basis as specifically set forth in this Agreement in proportion to hours worked. In order to participate in the medical and dental insurance programs, such part-time nurse must be regularly scheduled to work twenty-four (24) hours per week or more. In lieu of all benefits except for shift differential, standby pay, callback pay, and salary increments, a part-time nurse may elect a fifteen percent (15%) pay differential over and above her or his current hourly rate of pay. This election must occur within the first ten (10) days of employment, change in job status or such change in option may be applied once annually. Part-time nurses will be expected to share in the rotation of weekend work.

**6.7 Per Diem Nurse.** A registered nurse who works as needed on a non-regularly scheduled basis. A per diem nurse shall receive a fifteen percent (15%) pay differential in lieu of benefits pay. A per diem nurse must be available to work at least 3 shifts per month, one of which must be a weekend shift (if needed), and at least one (1) Hospital observed holiday per year. A per diem nurse who hasn't worked a whole shift in 6 months will no longer be considered an employee. A per diem nurse shall also receive differential pay when assigned to evening or night shift.

**6.8 Position Descriptions.** The Hospital will furnish descriptions of positions contained in Section 6.2 and Section 6.3 of Article 6 - Definitions upon request. The resident nurse shall be covered by the staff nurse job description.

**6.9 Probationary Period.** The probationary period is defined as full time employee's first ninety (90) days of employment and 180 days of employment or 520 hours whichever comes first for a part-time employee or per diem employee, in a position in the bargaining unit to which this Agreement applies.

**6.10 Normal Rate of Pay.** The normal rate of pay is defined as the nurse's hourly rate of pay from the wage scale plus shift differentials and premiums if applicable.

**6.11 Regular Rate of Pay.** The regular rate of pay is defined as the rate calculated pursuant to the Fair Labor Standards Act for computing statutory overtime.

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

**7.1 Work Week.** The basic work period shall consist of forty (40) hours in a regularly recurring seven (7) day period or eighty (80) hours in a regularly recurring fourteen (14) day period, as mutually agreed between the Hospital and nurse in accordance with the Fair Labor Standards Act. The work days and work periods as specified in this Article will not constitute guaranteed hours of work.

**7.2 Work Day.** The basic work day will be eight (8) consecutive hours and a one-half (1/2) hour lunch period on the nurse's own time.

**7.2.1** The basic work day shall include a thirty (30) minute meal period on the nurse's own time. If not relieved of duties and unable to leave the unit, the meal period shall be paid to the nurse by the Hospital in accordance with Section 7.3.

**7.2.2** Where mutually agreeable to the Hospital and the individual nurse, a standard work day may consist of ten (10) hours within ten and one-half (10-1/2) consecutive hours where the work pattern is based upon four (4) ten (10) hour days equaling a standard work week; or of twelve (12) hours within a twelve and one-half (12-1/2) hour consecutive work period where the work pattern is based on six (6) twelve (12) hour days in a two (2) week period. Where such work day is adopted, overtime concepts and other contract language relating to eight (8) hour days shall be converted to a ten (10) hour or twelve (12) hour concept. The individual nurse may return to an eight (8) hour work day following (2) weeks' notice.

### **7.2.3 Twelve (12) Hour Shifts.**

**Work Period.** The basic full-time work period for twelve (12) hour nurses shall consist of thirty-six (36) hours worked in a one (1) week period, or seventy-two (72) hours worked in a two (2) week period.

**Work Day.** The basic work day for the twelve (12) hour nurse will be twelve and one-half (12-1/2) consecutive hours; within those hours there will be three (3) fifteen (15) minute paid breaks and a one-half (1/2) hour lunch period, on the nurse's own time during which meal period the nurse shall be relieved of duties. If not relieved of duties and unable to leave the floor, the meal period shall be paid to the nurse by the Hospital in accordance with Section 7.3. The thirty (30) minute meal period should fall before 1330 for the day shift and before 0300 for night shift. It is understood that it is the responsibility of the charge nurse to schedule breaks and lunch periods.

**7.3 Overtime.** All work in excess of the basic work day or work week, when properly authorized, shall be compensated for at the rate of time and one-half (1-1/2) the nurse's hourly rate of pay.

**7.3.1** Overtime shall be considered in effect: (1) if fifteen (15) minutes or more are worked after the end of the scheduled shift, or (b) in the absence of rest periods, as described in Section 7.5.

The first three (3) hours of overtime worked on one day shall be paid at time and one-half (1-1/2) the nurse's hourly rate of pay and all additional hours shall be paid at the rate of double (2x) the nurse's hourly rate of pay.

If a nurse stays over her scheduled shift to cover for another employee who has called in for their shift, that nurse will be paid at double time until they are relieved. If the nurse is staying to complete documentation or training this is considered regular overtime.

### 7.3.2 Work on an Unscheduled Day

(a) Full-Time and Part-Time Nurses shall be compensated at double (2x) their hourly rate of pay for all unscheduled shifts unless the nurse has a requested cut day in the two (2) week period. Unscheduled shifts will count towards accrued benefits to the maximum allowed.

(b) Work on an unscheduled day applies only to direct patient care hours.

(c) Per Diem Nurse. A per diem nurse called in on an unscheduled day shall receive time and one-half (1-1/2) their hourly rate of pay for the first two (2) hours spent after being called in. Hourly time shall be paid for any additional hours. Travel time to and from the Hospital shall not be considered time worked. Call in order for unscheduled shifts shall be as follows by seniority:

1. Nurses with most mandatory low census cuts in current two (2) week period.
2. Nurses with low census in current two (2) week period.
3. Per Diem nurses.
4. Full and Part Time Nurses by seniority.
5. Nurses who have not received low census cuts in the current two (2) week period.

**7.3.3 Agency Shifts - Eligibility:** Only full-time and part-time nurses are eligible for agency pay. Full-time, part-time and per diem nurses are eligible for agency shifts.

In the process of making out the monthly schedule if there are shifts that need to be covered, due to vacations, holidays, or illness, a list will be posted by Nursing Administration for the need of additional coverage. This will be considered an agency shift.

Qualifying Shift: In-house agency staff must work their regularly scheduled hours in the pay period. Low census and use of sick leave or approved leave or vacation shall not affect a nurse's eligibility for agency pay.

In-house agency shift applies only to direct patient care hours.

In-house agency will consist of not less than a six (6) hour work shift.

Once an in-house agency shift is scheduled, the nurse scheduling the in house agency shift is obligated to work both that shift and his/her regularly scheduled shift(s).

Compensation: Regular full-time and part-time employees that work an agency shift will receive compensation at double time (2x) their hourly rate of pay.

Agency hours will not count as hours worked for purposes of calculating weekly overtime pay.

Compensation for an agency shift will be included in the nurse's regular paycheck and will be subject to normal withholding and taxes.

A nurse who works an agency shift will not qualify for agency pay if that nurse has a "request cut" in that two (2) week pay period. Once management declares the need for a low census cut, the nurse who volunteers for a cut will not lose their eligibility for agency pay.

**7.4 Overtime Discouraged.** The representatives of both the Hospital and the nurses concur that overtime should be discouraged.



**7.4.1** The Employer confirms their obligations under RCW 49.28.140, that requires overtime work should be limited with reasonable safeguards in order to ensure the public receives safe, quality care.

**7.5 Rest Periods.** A minimum of fifteen (15) minutes in each four (4) hour period shall comprise the rest period for nurses.

**7.6 Weekends.**

The Hospital will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. If a nurse works three out of four weekends the nurse shall be paid double (2x) their regular rate of pay. The following regularly scheduled weekend shall be paid at the nurse's regular rate of pay. This section shall not apply to part-time employees or to full-time employees who voluntarily agree to more frequent weekend duty, or agree to additional weekend work as a result of their requesting time off.

**7.7 Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with an unbroken rest period of twelve (12) hours between shifts unless the nurse voluntarily agrees to work with less than twelve (12) hours off duty between shifts. All time worked within the twelve (12) hour rest period shall be paid at time and one-half (1-1/2) the nurse's hourly rate of pay continuing until completion of such twelve (12) hour rest period unless performing standby duty. Nurses working twelve (12) hour shifts will receive at least ten (10) hours off between shifts.

A sleep day will be paid if a Full or Part-time night shift nurse only receives one (1) night shift off between scheduled shifts or less than 48 hours if returning to work a scheduled day shift. Unless 48 hours or one (1) day off between shifts occurs because of a request day off by the nurse or the nurse voluntarily agrees to work with less than one (1) day off between shifts.

**7.8 Work Schedules.** The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation; this means that you may not get the days off you have requested. The request for a day or days off must be in by the 10th of the preceding month with notification given on the schedule or sooner if possible. Work schedules will be posted by the 20th of the preceding month. Once the schedule is posted, except for emergency situations involving patient care (i.e. [a] any unforeseen declared national, state, or municipal emergency; [b] when the hospital disaster plan is activated; or [c] any unforeseen disaster or other catastrophic event which substantially affects or increases the need for healthcare services) or low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent.

Per Diem nurses may be used to fill vacant shifts in the posted monthly schedule after full-time and part-time nurses have been scheduled

If, after the schedule is posted and the nurse needs to request the "assigned day" off for personal or non-medical reasons, the nurse must obtain his/her replacement, which could be done by exchange of days, however which will not result in the payment of overtime or rest between shift pay.

**7.8.1** When a bargaining unit employee is performing work related to the writing of the schedule, that time shall be paid at the regular rate of pay including any applicable premiums or differentials. The duties of writing the schedule will be bid in order of seniority when skills, abilities, and qualifications are equal as determined by the Chief Nursing Officer by April 30, 2021. The employer will give the Union 15 days' notice before beginning the bid process in order to bargain over the effects.

**7.9 No Pyramiding.** There shall be no pyramiding of overtime or premium pay.

## **ARTICLE 8 - RATES OF PAY**

**8.1 Method of Payment.** Nurses and RN Coordinators shall be paid in accordance with the wage schedule found in Appendix A.

Effective January 1, 2021 - Appendix A shall be increased 3.25% ATB.

Effective January 1, 2022 - Appendix A shall be increased 3% ATB.

Effective January 1, 2023 – Appendix A shall be increased 3% ATB.

Effective January 1, 2021 add additional steps 31-35 at a rate of 1.2% above the preceding step.

Surgery/special procedure premium of \$1.00 an hour for all hours worked in that specific department.

**8.2 Compensation Increase.** All increments shall become effective the beginning of the pay period following the pay period after the full-time nurse has completed one (1) year of employment and after the part-time nurse has completed the equivalent of full-time hours. The full-time equivalent shall be based on the type of shift the nurse is working. Eight (8) or ten (10) hour shifts require 2080 hours; twelve (12) hour shifts require 1872 hours.

Longevity step increases will be adjusted for any unpaid absence exceeding one hundred eighty (180) days in duration.

Advancement from one longevity step to the next shall be based upon time worked at that longevity step rather than time employed by the Hospital, except when new steps are added to the wage scale.

**8.3 Longevity Increase.** In calculating the equivalent of full-time hours, regular hours, overtime hours, paid vacation, paid holidays, paid sick leave, and five percent (5%) of call time shall be included.

**8.4 Recognition for Experience.** Full-time and part-time nurses hired during the term of this Agreement shall be given year for year credit for their continuous relevant recent nursing experience when placed on the wage scale up to step 8, after step 8 it is a two (2) for one (1) year. For purposes of this section, continuous recent and relevant experience shall be defined as clinical nursing experience in an accredited acute care facility without a break in nursing experience. For purposes of this section, continuous recent relevant experience shall be determined by the Employer.

a. Nurses with continuous home health experience will receive one year credit for two years experience.

b. Nurses with continuous nursing home or rehabilitation experience will receive one year credit for three years experience.

c. Nurses with continuous Clinic or Public Health experience will receive one (1) year credit for four years experience.

**8.4.1** If a new nurse is hired above the minimum longevity step set forth in Section 8.4, any current nurse with the same or greater years of experience (as defined above) who is paid at a lower pay step will be brought up to the new nurse's pay step (longevity step).

**8.5 Notification of Salary Adjustments.** Nurses shall be notified in writing of salary adjustments.

## ARTICLE 9 - PREMIUM PAY

**9.1 Shift Differential.** Nurses working the twelve (12) hour day shift will receive two dollars and fifty cents (\$2.50) evening shift differential for hours worked from 2:30 p.m. to 6:30 pm. Nurses working the twelve (12) hour night shift shall receive four dollars and fifty cents (\$4.50) night shift differential from 6:30 p.m. to 6:30 a.m.

**9.2 Charge Nurse.** A Charge Nurse shall be paid a premium of three dollars (\$3.00) for hours assigned as a Charge Nurse.

**9.3 Standby Call - OR.** Nurses placed on standby off Hospital premises shall be compensated at the rate of four dollars (\$4.00) per hour for such time on standby. Any time actually worked in callback time shall be compensated at the rate of double (2x) the hourly rate of pay for the nurse concerned for a minimum of (2) hours and shall be paid in addition to the regular rate of pay for a standby call. Nurses on standby will be provided pagers and/or radios. Travel time to and from the Hospital shall not be considered work time. All Surgical Nurses must be within 30 minutes of the hospital to be on call.

**Acute Care Nurses Low Census Standby.** Nurses who volunteer for standby due to being low censused on their scheduled day to work shall be compensated at the rate of three dollars and seventy-five cents (\$3.75) per hour for that standby shift. If the nurse is called to work, the nurse shall be paid at the rate of one and one-half (1-1/2) times the hourly rate of pay, with a minimum guarantee of six (6) hours of work. Call pay will be discontinued when the nurse reports for duty.

**9.4 Temporary Assignment to a Higher Salaried Position.** A nurse temporarily assigned to a higher salaried position by the Chief Nursing Officer or Assistant Chief Nursing Officer Services shall be compensated for hours worked at the higher rate of pay applicable to the higher salaried position.

**9.5 Report Pay.** Nurses who report for work as scheduled and who are sent home because of low census, etc., shall be given six (6) hours' pay. This provision shall also apply if the nurse is not notified at least two (2) hours before the beginning of their shift not to report to work. The notification provisions of this section shall be satisfied by actual notice, by message left on the nurse's answering machine, or where the Hospital has made repeated attempts to reach the nurse at home. The nurse may be assigned special projects to do for the six (6) hours. By mutual agreement a nurse may agree to leave prior to the end of the six (6) hour period and shall be paid for only the actual hours worked.

**9.6 Critical Care Pay.** Nurses, who are responsible for a critical patient as defined below, and as approved by the Chief Nursing Officer, shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour over the basic hourly rate of the nurse concerned:

- a. Critical OB
- b. Critical ER patient until transferred
- c. Major trauma
- d. Critically ill pediatric
- e. Physician ordered one on one direct care on the med/surg floor

**9.7 Weekend Premium.** Nurses working weekends shall receive three dollars and twenty-five cents (\$3.25) per hour over the nurse's hourly rate.

**9.8 Preceptor.** A nurse who is assigned preceptor duties shall be paid a premium of one dollar and fifty cents (\$1.50) per hour over the nurse's hourly rate. A preceptor is an experienced nurse proficient in clinical teaching who is specifically assigned by the Employer the responsibility for planning, organizing, and evaluating the new skill development of a nurse enrolled in a defined program, the parameters of which have been set forth in writing. The preceptor is responsible for the specific, criteria-based, goal-directed education and training of a nurse assigned a preceptor for a specific training period. Nursing management will determine the need for preceptor assignments. The Employer will provide preceptor training. It is understood that staff nurses in the ordinary course of their general professional nursing responsibilities will be expected to participate in the orientation process of new nurses. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new nurses. If no preceptor program or preceptor identified, the nurse training a new hire or resident nurse shall be paid the premium. If during the general orientation a nurse is identified as needing additional training on the equipment and or procedures they will be referred to the preceptor program.

**9.9 Diabetic Educator Premium.** A Nurse assigned to Diabetic Educator duties shall be paid a premium of one dollar and twenty-five cents per hour over the nurse's hourly rate of pay for hours worked as a Diabetic Educator.

**9.10 Uniform Allowance.** Only Full and Part Time employees are eligible for two hundred dollars (\$200) a year uniform allowance. Per Diem employees are eligible for fifty dollars (\$50) a year uniform allowance, will be allowed for those nurses required to wear them. To be eligible for reimbursement, nurses must meet all of the following conditions: (1) nurses must provide an original receipt; (2) the original receipt must contain the date, the total amount expended, the items purchased, and the nurse's name; and (3) nurses must seek reimbursement in the same calendar year in which they purchased the uniform item(s); however, if a purchase is made during the month of December, nurses must seek reimbursement no later than March 1 of the following calendar year. This is a onetime reimbursement per year.

**9.11 Certification Pay.** Nurses who become certified (National Certifications) shall receive one dollar (\$1.00) per hour premium for one or more Certifications. National Certifications must be obtained through one of the National Nursing Certification Boards, e.g. Board of Certification for Emergency Nursing. For any new National Certifications that become available the Nurse Staffing Committee will review and advise regarding these new certifications with management reserving the right to accept these certifications. To receive the additional one (\$1.00) per hour the National Certification must be directly related to the work that is normally performed at Willapa Harbor Hospital and provided the nurse maintains certification.

**9.13 Bilingual Premium.** When an employee is certified to provide medical translation or interpretation services, such individual shall receive a premium of one dollar (\$1.00) per hour while providing those services. Employees not so designated shall have the right to decline requests to provide medical translation services.

## ARTICLE 10 - VACATIONS

**10.1 Vacation Benefits.** Upon completion of the probationary period, vacation with pay shall be granted for each year of continuous service at Willapa Harbor Hospital according to the following schedule:

<u>Upon Completion of:</u>	<u>Paid Hours</u>
1 - 3 years	80 hours
4 - 7 years	120 hours
8 - 10 years	128 hours
11 - 12 years	160 hours
13 - 20 years	200 hours

**10.2 Vacation Pay.** Vacation pay shall be paid at the normal rate of pay.

**10.3 Vacation Pay on Termination.** After completion of one (1) year's employment, a nurse in good standing who leaves the employ of the Employer shall be entitled to payment of any vacation benefits which may have been accrued and not taken. Good standing is defined as appropriate notice and not discharged for cause.

**10.4 Part-Time Accrual.** Part-time nurses accruing vacation benefits shall be entitled to take such vacation on an annual basis, to the extent accrued.

**10.5 Cash Out of Vacation.** An employee may cash out a maximum of one hundred sixty (160) hours of vacation per calendar year, as long as it does not make their accrued vacation balance fall below a minimum of forty (40) hours. A maximum of Eighty (80) hours of vacation and holiday pay may be cashed out in a given pay period or you can choose to cash it out in increments as small as twelve (12) hours per pay period. Cash out of Vacation will include evening and night shift differentials if applicable based on the majority of your regular monthly schedule. Weekend premium is not included, unless you have been scheduled for 3 out of the 4 weekends for more than 6 months, if applicable then you can include a prorated weekend premium.

**10.6 Scheduling.** Vacations shall be scheduled by the Employer in such a way as will least interfere with the function and work load of a particular department. Seniority shall prevail on vacation selections when necessary. All requests have to be made in writing by at least the tenth (10<sup>th</sup>) of the month prior to when the requested time off

would occur. Vacation requests may be made up to six (6) months in advance. The employer will notify the employees in writing of approved or denied requests by the twentieth (20<sup>th</sup>) of the same month in which the request was made. If two requests are made the Nurse with the most seniority will be granted the time off. A vacation book will be created and maintained by the CNO and scheduler and kept at the nurses station until the electronic scheduling system is implemented.

## ARTICLE 11 - HOLIDAYS

**11.1 Recognized Holidays.** The following ten (10) days off will be granted at eight (8) hours of normal pay.

New Year's Day	Labor Day
President's Day	Thanksgiving Day
M. L. King Day	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	Personal Holiday

Nurses may bank their holiday time for use at a later date mutually agreeable to the nurse and the Employer. Banked holiday time may be used on an hourly basis.

**11.2 Work on a Holiday.** Full-time nurses required to work on a holiday shall be paid time and one-half (1-1/2) their hourly rate plus an additional day off at the nurse's rate of pay, within a thirty (30) day period or when mutually agreed upon. Overtime worked on a holiday shall be paid at time and one-half (1-1/2) the nurse's hourly rate.

**11.3 Personal Holiday.** The personal holiday, personal birthday holiday and M. L. King Day will be granted at normal rate of pay. If a nurse prefers to take either the birthday or M.L. King Day on a day other than the actual date, it can be taken when mutually agreed upon. Time off for these two (2) specified holidays and the floating holidays shall be requested thirty (30) days in advance.

**11.4 Rotation of Holiday Work.** Holiday work shall be rotated equitably among nurses within the designated shift. Volunteers to work will be sought before holidays are assigned. Trades among staff will not be unreasonably denied.

**11.5 Holiday on Day Off.** If the holiday falls on a nurse's day off, the nurse is to receive a compensatory day off with pay within thirty (30) days or when mutually agreed upon. If a holiday falls during the nurse's vacation, an extra day is added to the vacation.

**11.6 Night Shift.** Night nurses are to receive holiday pay. Holiday will begin at 1800 the evening before the actual holiday to 1800 hours of the actual date of the holiday.

**11.7 Prime-time holidays.** Christmas Day shall be paid at the rate of two times (2x) their regular rate of pay.

## ARTICLE 12 - SICK LEAVE

**12.1 Accrual.** Regularly scheduled nurses shall accrue sick leave at the rate of .04616 per hour compensated. Sick leave shall accrue at the rate of .0513 per hour for nurses regularly scheduled to work twelve (12) hour shifts. Sick leave benefits shall accumulate and carry over from date of hire to a maximum of seven hundred twenty (720) hours. Sick leave shall accrue but will not be payable until after the first ninety (90) days of employment. The Employer may request certification from a physician to certify such illness for absences exceeding three (3) consecutive work days or portions thereof. Abuse of sick leave for non-authorized purposes is grounds for possible disciplinary action up to and including termination.

**12.1.1 Option 1.** Nurses upon accumulation of seven hundred twenty (720) hours of accrued unused sick leave may apply fifty percent (50%) of the yearly accumulation in excess of seven hundred twenty (720) hours of unused sick leave to vacation.

**12.1.2 Option 2.** A nurse who has completed one (1) year of employment and who maintains eight (8) days of accrued unused sick leave during the calendar year January 1 to December 31 and each calendar year thereafter may convert fifty percent (50%) of the unused accrued sick leave over eight (8) days in the year to vacation time up to a maximum of two (2) days. Sick leave over and above the four (4) converted to two (2) days' vacation will be applied to Option 1. In lieu of Option 1, employees may opt for Option 2 in any calendar year.

**12.2 Part-Time Accrual.** Part-time nurses shall accrue sick leave in a pro rata portion based on hours compensated exclusive of overtime premium pay.

**12.3 Cash Out at Retirement.** Upon retirement at age sixty-five (65), nurses will be paid ten percent (10%) of accumulated unused sick leave.

**12.4 Physician Certification.** For absences exceeding three (3) consecutive work days or portions thereof, a certificate from a qualified physician may be required by the Employer, which must certify and attest to the employee's ability to perform regularly assigned and customary work because of illness or injury.

**12.5 Coordination of Benefits.** Nurses who are disabled and receiving WA Paid Family Leave or Worker's Compensation Temporary Disability benefits for an illness or injury arising in the course of employment shall receive supplemental sick leave pay in the amount not to exceed the employee's regular temporary disability not to exceed a maximum of ninety (90) days of unused accrued sick leave.

**12.6 Notification.** Nurses working the first (day) shift shall notify the Employer at least one and one-half (1-1/2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least one and one-half (1-1/2) hours in advance of the nurse's scheduled shift if the nurse is unable to work as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

**12.7 Usage/Pay.** Nurses with accumulated sick leave may take paid sick leave to care for immediate family members who are ill. Immediate family shall be defined as spouse (or equivalent), children or parents, and as otherwise required by law. A physician's certification of illness may be required for more than two (2) consecutive days of sick leave use. Sick leave benefits shall be paid at the employee's normal rate of pay. Sick leave may be used for the following purposes: (a) for illness, injury or disability of the employees; (b) for disabilities due to pregnancy and childbirth; (c) illness or injury of dependent children in accordance with Washington State law; (d) additional unused sick leave may be taken annually for illness or injury of the employee's spouse or parent that requires the employee to remain at home; (e) for domestic violence and safe leave purposes as defined by Washington law. The Employer reserves the right to require reasonable proof of illness for absences of three (3) consecutive workdays or portions thereof. Abuse of sick leave for unauthorized purposes shall be grounds for disciplinary action.

**12.8 Sick Leave Contribution.** Nurses with accumulated sick leave may contribute one (1) day per year to other employees at their discretion. Payment of sick leave would be at whatever wage rate is lower between the two (2) employees concerned.

**12.9 No Retaliation or Discrimination.** Any discrimination or retaliation against an employee for lawful exercise of paid sick and safe leave protected by state or local law is not allowed. Employees will not be disciplined for the lawful use of protected paid sick and safe leave. If an employee feels they are being discriminated or retaliated against, the employee should contact Human Resources or discuss with their Union Representative or Shop Steward.

## ARTICLE 13 - LEAVE OF ABSENCE

**13.1 General Provisions.** All leaves are to be requested from the Hospital 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 Hospital.

**13.2 Leave With Pay.** Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect his/her compensation or status with the Hospital.

**13.3 Leave Without Pay.**

**13.3.1** Leave without pay for a period of thirty (30) days or less within an anniversary year shall not alter a nurse's anniversary date of employment or the amount of vacation pay or sick leave credits which would otherwise be earned by the nurse.

**13.3.2** Leave without pay for a period in excess of thirty (30) days within an anniversary year will result in the nurse's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Hospital.

**13.4 Educational Leave.**

**13.4.1 Unpaid Leave.** After one (1) year of continuous employment, educational leave will be granted of up to one (1) year to employees wishing to better themselves, without loss of accrued benefits. Leave is without pay. Benefit accrual stops at the time of departure of the employee on education leave and restarts at the time the employee returns to work. The employee starts at the pay scale for new job category (if applicable) but retains accrued benefit level.

**13.4.2 Paid Leave.** Upon completion of one (1) year of employment, paid educational leave up to thirty-six (36) hours with pay per calendar year shall be granted to full-time nurses; provided, however, such leave is subject to scheduling requirements of the Hospital and approved by Nursing Administration of the subject matter to be studied. Educational meetings shall be defined as those conducted for the purpose of developing skills and qualifications of nurses, enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for the purpose of labor relations or collective bargaining activities. Mandatory conditions of employment training shall not be part of the nurse's thirty-six (36) educational hours for ACLS, TNCC, PALS & CPR. Paid educational leave shall be prorated for part-time employees. It is understood that on a case by case basis, additional time may be granted by mutual agreement. Educational leave must be used in the year in which it is accrued or it will be lost. The Employer agrees to allow nurses to cash in up to eighteen (18) hours of paid educational leave per year for the purchase of Hospital approved home study programs and/or educational materials provided that the Employer is provided with receipts for actual costs of home study materials.

Hospital required training-If the education day is built into the nurse's schedule and replaces a regularly scheduled day, the nurse will be paid for a full 12 hours, even if the class is only 8. If the education day is over and above their regularly scheduled shifts, it will be paid hour for hour (i.e. an 8 hour class is paid at 8 hours of education.)

**13.4.3 Leave for Part-time Nurses.** Part-time nurses shall be granted a pro rata portion in accordance with hours worked.

**13.4.4 Tuition Reimbursement.** Subject to the above conditions (13.4.2), eligible full and part-time RNs will, upon request, be allowed three hundred (\$300) per calendar year for tuition reimbursement, limited to job related classes. Nursing administration may exceed this amount when it is determined to be appropriate by the Hospital. These monies may be used to pay tuition, mileage, meals and lodging. ACLS, PALS, CPR and Trauma Training will not be considered for purposes of this section.

**13.5 Maternity Leave.** Leave without pay shall be granted upon request of the nurse for a period up to nine (9) months for maternity purposes, without loss of benefits. After one (1) year of continuous employment, the Employer will continue to provide medical insurance up to ninety (90) days after the date of commencement of leave to nurses already on the medical insurance plan.

**13.6 Military Leave.** Leave required in order for an employee to maintain status in the military shall be granted in accordance with current federal and state law.

**13.7 Health Reasons.** Upon completion of the probationary period, leave of absence may be granted without pay for health reasons upon the recommendation of a physician for a period of six (6) months, without loss of accrued benefit. Benefits and seniority shall not continue to accrue during unpaid health leave except as required by law.

**13.8 Bereavement Leave.** Emergency leave of up to thirty six (36) hours with pay shall be granted for death in the immediate family. Immediate family shall be defined as spouse or domestic partner, brother, sister, child, stepchild, parent, grandchild, grandparent, great grandparent, mother-in-law, or father-in-law, brother -in-law or sister-in-law, aunt, uncle, niece, nephew of the employee, or spouse and any relative living in the employee's household. An additional two (2) days shall be granted for a death in the immediate family when extended travel is needed. Extended travel shall be defined as greater than three hundred (300) miles.

**13.9 Jury Duty or Witness for Employer.** In the event a registered nurse is called for jury duty, after completion of the probationary period, the Hospital shall supplement jury duty compensation to equal the nurse's regular rate of pay. In the event a registered nurse is called to be a witness on behalf of the Employer in any judicial proceedings, the Hospital shall reimburse the registered nurse for the time actually spent in court on behalf of the Employer. Night shift nurses called to be witnesses shall be paid for any shift missed at the request of the Hospital or its attorney if the missed shift cannot be made up on a day mutually agreed to between the nurse and the Hospital.

**13.10 Nursing Mothers.** Nursing mothers will be allowed sufficient uninterrupted time to nurse or care for their infants. However, it is understood that the infant will not be allowed to stay at the Hospital during the mother's shift but will be brought to the Hospital as needed.

**13.11 Union Leave.** Employees will be afforded an option of requesting an unpaid leave of absence to attend Union Executive Board meetings, officer meetings, Shop Steward meetings, annual lobbying day and training sessions or Union conventions. Such leaves may be approved subject to unit/department and patient care.

## ARTICLE 14 - INSURANCE

**14.1 Health Tests.** The Hospital shall arrange to give tuberculin skin tests and other tests as required by state law at no cost to the nurse. All nurses shall also be permitted routine CBCs, chest X rays, urinalysis, CHEM 20 and EKG only during normal working hours of the laboratory. The cost of interpretation of such EKG shall be borne by the nurse. These routine tests may be done on an annual basis at a time set up by the Employer.

**14.2 Workers' Compensation.** Employees shall be covered by a plan of industrial insurance, either the State Workers' Compensation or a substantially equivalent plan.

**14.3 Medical Plan.** Upon completion of the probationary period, the Employer shall provide a medical/surgical insurance plans for full-time nurses and part-time nurses regularly scheduled to work twenty-four (24) hours per week or more and who elect benefits in lieu of pay. Nurses will pay the monthly premium for their eligible dependents.

The Employer will pay the full employee premium on the Hospital's Plan of Choice. If the employee chooses the alternative plan, then the employee and Employer will share the difference in premiums between the two plans; however, an employee shall not be required to pay more than seventy-five dollars (\$75) per month toward the



employee's portion of the premiums. The benefits will be the most comparable plan available. Nurses will pay the monthly premium for the eligible dependents.

Medical, surgical and hospital insurance will be provided on the next billing date subsequent to the completion of each employee's probationary period in one of the plans provided by the Employer for all full-time employees and regularly scheduled part-time employees who do not elect pay in lieu of benefits and who work one hundred four (104) hours per month or more.

**14.4 Dental Plan.** The Employer shall provide a dental plan for full-time and part-time eligible employees who work twenty-four (24) hours per week. Nurses shall pay the monthly premium for their eligible dependents. If the Hospital changes plans, the Employer will attempt to provide plan benefits that are comparable to the prior plan.

**14.5 Vision Plan.** The Employer shall provide a vision service plan for full-time and part-time eligible employees who work twenty-four (24) hours or more per week. Nurses shall pay the monthly premiums for their eligible dependents. If the Hospital changes plans, the Employer will attempt to provide plan benefits that are comparable to the prior plan.

**14.6 Dependent Coverage.** The Employer will pay one hundred fifty dollars (\$150) per month for full-time employees to the Hospital's plan of choice and one hundred dollars (\$100) for regularly scheduled part-time employees who do not elect pay in lieu of benefits and who work twenty-four (24) hours per week or more, for the employees spouse or family portion of the plan. If the employee chooses the alternative plan, then the contribution for dependent coverage will be fifty dollars (\$50) for full-time and part-time employees per month.

**14.7 Change of Carriers/Benefits.** The Employer will notify the Union of its intent to change carriers or the benefit plan design including medical, dental and vision as early as possible. The Employer and the Union will jointly review the proposed changes. The Employer will select the most comparable plan available.

**14.8 Conformity With The Law:** This agreement is issued and delivered in the state of Washington and is governed by the laws of the state of Washington, except to the extent pre-empted by federal law, including the Affordable Care Act. If any provision of this agreement or any amendment thereto is deemed to be in conflict with applicable state or federal laws or regulations, upon discovery of such conflict the agreement will be administered in conformance with the requirements of such laws and regulations as of their effective date. The Employer shall immediately notify the Union. The union retains all rights to bargain over any changes to the medical plan.

## ARTICLE 15 - SENIORITY

**15.1 Seniority List.** After ninety (90) days of continuous and satisfactory employment, the nurse shall be considered a regular employee. Upon satisfactory completion of the ninety (90) days of employment for full time and part time employees or 180 days of employment or 520 hours whichever comes first for a per diem employee, the nurse shall be credited with seniority from most recent date of hire within the bargaining unit. Members of the bargaining unit who accept positions of management status shall retain all seniority earned while in the bargaining unit. If a nurse returns to the bargaining unit after being in a management position, they shall return with the seniority they left the bargaining unit with except as pertains to sick leave, vacation levels, and shift bidding. Full-time employees who go to part-time status shall retain all seniority earned.

15.1.1 Effective January 1, 2021 seniority for part time employees will be based on most recent date of hire within the bargaining unit. The current seniority roster as of December 31, 2020 will remain unchanged.

**15.2 Seniority Broken.** Seniority 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 work force

f. Illness or injury of more than twelve (12) months' duration

**15.3 Layoffs.** When it becomes necessary for the Hospital to permanently reduce its work force, the Hospital shall give written notice of layoff thirty (30) days before such action is to become effective. In cases of urgent circumstances no less than five (5) days written notice of layoff.

**15.3.1** Notice of layoff need not be given to nurses who are employed in a probationary status, are temporary or on-call. Layoffs in connection with reduction of the work force shall be governed by length of service skill and ability in a specific area. Where skill and ability are equal, length of service shall prevail.

**15.3.2** The following order of layoff shall be followed by the Hospital:

- a. Per Diem
- b. Probationary nurse
- c. Regularly scheduled nurses by length of service, least senior first

**15.4 Reinstatement Roster.** Upon reduction in force, nurses will be placed on a reinstatement roster for a period of twelve (12) months from the date of the commencement of the reduction in force. Such nurses shall not accrue seniority while on reduction-in-force status but shall retain seniority and accrued benefits to the date of the commencement of the reduction in force.

**15.5 Seniority Roster.** A seniority roster based on the seniority lists described above shall be posted annually.

**15.6 Recall.** When a vacancy is to be filled, the order of reinstatement shall be the reverse order of the reduction in force, provided skill, competency, and ability are considered equal as determined by the Chief Nursing Officer. Upon such reinstatement, the nurse shall commence to accrue seniority and shall have previously accrued unused benefits and seniority restored. This section shall not apply to nurses on call or on probationary status. It is the nurse's responsibility to keep the Employer informed as to current address and telephone number. Any recall of employees out of seniority will be communicated to the chairperson.

**15.7 Job Posting.** Notices of vacant full-time or part-time nurse positions shall be posted for a period of two (2) weeks unless nurses are notified by telephone or by mail to be considered for the position, the nurse must indicate such interest to the Chief Nursing Officer Services in writing. Consideration will be given to present qualified employees based on seniority when skills, abilities, and qualifications are equal. A temporary employee may be used up to thirty (30) days to fill the position. Time may be extended by mutual agreement. If a per diem nurse fills a full-time position for thirty (30) consecutive days, the Union Management Committee (as provided in Article 18) shall meet to review the position and advise nursing administration concerning their recommendations.

**15.7.1** If a position becomes available, the schedule will be treated as an open position subject to the language above (15.7 Job Posting).

**15.8 Low Census.** If low census occurs, the Employer will seek volunteers for cuts from the nurses. If enough volunteers cannot be found, low census cuts will be made in the following order:

- a. Outside agency
- b. Per diem
- c. Rotation once in a four (4) week period by seniority provided skill, competency and ability are considered equal in the opinion of the Chief Nursing Officer

Should low census require a reduction in hours in addition to the one-time rotation in a four (4) week schedule, such additional low census hours shall not be rotated but shall be applied on a seniority basis, regardless of shift. Low census days shall not alter the nurse's anniversary date, benefits, or seniority.

After the monthly work schedule has been posted, nurses who trade days shall, for the purpose of low census assignment, assume the seniority of the person they traded with for that day.

**15.9 Rehire.** Any former nurse of the hospital who has retired or resigned from a position in good standing and is rehired with a break in service of no more than one (1) year will be placed on the wage scale at the highest step earned by that nurse during their last employment at the hospital. Once rehired, the nurse would advance along the wage scale steps according to Article 8.2. Seniority shall begin accumulating as a new hire.

Any former nurse of the hospital who has retired or resigned from a position in good standing and is rehired with a break in service of more than one (1) year will be placed on the wage scale at two (2) complete steps lower than the highest step earned by that nurse during their last employment at the hospital. The returning nurse shall not be placed at reduced steps lower than the highest earned step was at or below step eight (8) on the wage scale. In that case Article 8.4 shall apply. Once rehired, the nurse will advance along the wage scale steps according to article 8.2. Seniority shall begin accumulating as a new hire.

## ARTICLE 16 - EMPLOYMENT STATUS

**16.1 Employee Notice.** Full-time nurses shall give thirty (30) days' written notice of intended resignation where practical, but in all cases shall be required to give at least fourteen (14) days' written notice. Failure to give notice shall result in loss of termination benefits including accrued fringe benefits.

**16.2 Hospital Notice.** At least fourteen (14) days' written notice of termination of employment, or pay in lieu thereof, shall be given the nurse by the Hospital, plus any vacation due. Should the nurse be discharged for just cause, he/she would thereby forfeit all benefits.

**16.3 Corrective Action.** Except for such reasons as a reduction in operations, discharge shall be only for just cause. The Employer will apply to principles of corrective action which may include verbal warning, written warning, suspension, and discharge for poor work performance and absenteeism. The Employer will not be required to apply the foregoing in instances wherein the nature of the offense is such as to apply suspension or discharge. Copies of such notices will be provided the nurse on request at the time formal corrective action is taken or shortly thereafter. The nurse shall be requested to sign the written warning or suspension or to indicate that she/he has seen and comprehends the nature of the corrective action. The nurse may request representation in a formal meeting wherein disciplinary action is taken by the Employer.

**16.4 Termination Interview.** At time of termination, a termination interview is required.

**16.5 Accompaniment of a Patient.** A nurse who, in accordance with Hospital policy, accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Hospital unless by mutual agreement in writing between the nurse and the Hospital administration stating specifically and in advance that other arrangements have been made. If the return trip to the Hospital is not to be by ambulance, etc., in which the nurse traveled with the patient, the nurse's return trip transportation expense shall be provided before departure.

**16.6 Orientation Objectives.** The objectives of orientation shall be (a) to familiarize new personnel with the objectives and philosophy of the Hospital and Nursing Service, and (b) to orient new personnel to policies and procedures, their functions and responsibilities as defined in job descriptions. As a general practice, newly hired nurses shall not be counted in the staffing complement during the first two (2) weeks of orientation. When a newly hired nurse is on as a second nurse, the Employer will have a regular staff nurse on call during the first fourteen (14) working days of the newly hired nurse's employment.

**16.7 In-service Education.** The function of in-service education shall be: (a) to promote the safe and intelligent care of the patient, (b) to develop staff potential, and (c) to review current nursing care trends and to educate nursing personnel regarding equipment used in the hospital setting.

**16.8 Work Schedules.** The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. The Hospital shall determine and post monthly work schedules by the 20th of the preceding month. Each full-time twelve (12) hour- shift nurse shall normally receive a minimum of three (3) scheduled days in a seven (7) day period.

**16.9 Performance Evaluations.** Written performance evaluations shall normally be prepared within ninety (90) days of the date of hire and thereafter annually in accordance with date of hire for all full-time and regularly scheduled part-time nurses. Such performance evaluations shall be done by the Chief Nursing Officer or the immediate supervisor and a copy furnished the nurse at the time of the evaluation.

**16.10 Personnel File.** Employees shall have access to their personnel files. Conditions of hiring, termination, change of status, pay shift, and leaves of absence shall be in writing with a copy given to the nurse upon request.

**16.11 Release of Confidential Information.** Confidential information may only be released as per Hospital personnel policy.

**16.12 ACL'S and Trauma Certification.** All nurses working at the Hospital must become ACL'S and Trauma Certified and maintain that certification. It is the responsibility of the nurse to notify Nursing Administration when they need re-certification. All ACL'S and Trauma Certificates must be turned in to Human Resources to be placed in the personnel file. Nursing Administration will also keep track of the need for date re-certification so that the certification can be maintained.

ACL'S, PALS, CPR and Trauma Certification are required conditions of employment and must be kept current Failure to comply can result in suspension until the class is taken and/or termination, unless the nurse's failure to comply is due to management's request. The Employer shall either provide classes for the nurses and/or post notices of available classes in the local area. It is up to the nurse to sign up for the required class. Nursing Administration may assist in this effort when there are several nurses that need to be certified or re-certified. Attendance at ACL'S and Trauma Certification classes shall be considered as time worked and the Employer shall pay the cost of tuition and all expenses related to nurses receiving and maintaining their ACL'S and Trauma Certification.

Newly hired nurses must receive their ACL'S within six (6) months of employment and their Trauma Certification within one (1) year of their employment.

**16.13 Business Related Travel.** If a Hospital vehicle is available, the employee may use the vehicle for authorized and approved travel or the employee may elect to utilize the employee's own vehicle and will be reimbursed for gasoline only.

**16.14 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 17 - RETIREMENT PLAN**

The Hospital agrees to continue its present plan in effect, or a substantially equivalent plan, with the intention of reviewing plan documents to ensure compliance with federal law. The Hospital will provide the following retirement plan for participants who enroll during the initial enrollment period and thereafter effective upon the enrollment of an employee during the plan entry months of January and July of each year. Other rules and features are as described below:

**17.1 (a) ELIGIBILITY** Participation in the Plan is open to all full or part-time and per diem employees.

**17.1 (b) EMPLOYEE ELECTIVE CONTRIBUTIONS**

- Contributing employees may elect under an Elective Deferral Agreement to have his or her compensation reduced by 1% (if 1% is less than \$25.00 the employee would have the minimum of \$12.50

deducted per pay period), 2%, 3%, 4%, etc or the minimum of \$12.50 per pay period. The amount of such reduction shall be contributed by the Employer to a 403(b) Tax Sheltered Account on behalf of the Contributing Participant.

- There will be a special entry date for the initial enrollment period. Plan Entry dates shall then be the first business day of the first and seventh month (January and July) of the plan year.
- Participants can modify their Elective Deferral Agreement on the first business day of January or July of each plan year.
- Participants may terminate their Elective Deferral Agreement during the year. They can enter into a new Elective Deferral Agreement on any plan entry date.
- Deferrals shall be allowed up to the maximum permitted by current IRS regulations for each year.

**17.1 (c) EMPLOYER CONTRIBUTIONS.** The employer shall make a contribution to the accounts of all full or part time participants for each pay period they defer to the plan. Effective January 2021 the Employer shall make a contribution of three and one-half percent (3.5%) of compensation to the accounts of participants for each pay period they defer to the plan. The contribution shall be one hundred percent (100%) immediately vested.

Employees making a minimum contribution of three percent (3%)

- Effective January 1, 2021 the Employer shall make a contribution of five percent (5%) of compensation to the accounts of participants for each pay period they defer three percent (3%) or more to the plan. The employer contributions shall be one hundred percent (100%) immediately vested. The option for one percent (1%) deferral is still available.

#### **17.1 (d) PLAN FEATURES**

- Participants are not taxed currently on contributions made to the 403(b) TSA.
- All contributions are 100% fully vested at all times.
- Withdrawals from the Plan can be made after age 59-1/2 without IRS penalties and without termination of employment.
- A variety of investment options are available for Participant to select from.

Additional information on the investment offerings will be provided in a separate notice.

- Participants may rollover other eligible 403(b), IRA, 457 or qualified plan assets to their Willapa Harbor Hospital 403(b) Saving and Retirement Plan account.

#### **17.1 (e) PLAN EXPENSES**

- Participants are charged a \$10.00 set-up fee and \$10.00 annually by American Funds.
- This amount is charged against the employee's account.
- Participant accounts will be charged any expenses associated with the Investment Funds. These charges will vary according to the Fund(s) selected.
- All plan administrative cost will be paid for by the Employer.

## ARTICLE 18 - LABOR-MANAGEMENT COMMITTEE

**18.1** The Employer, jointly with the elected local unit representative of the nurses, shall establish a committee to assist in the interpretation and application of this Agreement. This committee shall be advisory to Nursing Administration. The purpose of the committee shall be to foster improved communications between the Employer and the bargaining unit. This committee shall meet at a mutually acceptable time upon request of either party. All committee members shall be compensated at the nurse's hourly rate for time spent attending committee meetings during normal working hours.

## ARTICLE 19 - JOINT NURSES PRACTICE COMMITTEE

**19.1 Establishment of a Joint Nursing Practice Council.** A Joint Nursing Practice Council shall be established consistent with standards set forth by JCAH.

**19.2 Intent.** The Hospital recognizes the responsibility of the Joint Nursing Practice Council to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the Committee of action taken.

**19.3 Objectives.** The objectives of the Joint Nursing Practice Council shall be:

- a. To consider constructively the professional practices of nurses and assistants,
- b. To work constructively for the improvement of patient care and nursing practice,
- c. To recommend to the Hospital ways and means to improve patient care.

## ARTICLE 20 - GRIEVANCE PROCEDURE

**20.1 Grievance Defined.** A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following procedure. In order to be subject to the following procedure, a grievance shall be submitted at the first applicable step within thirty (30) calendar days from when a nurse, nurses or the Union is aware that a grievance exists.

### Step 1. Immediate Supervisor.

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 nurse(s) has a grievance, she/he shall first discuss it with her or his immediate supervisor within thirty (30) calendar days from when the nurse(s) were aware a grievance existed. The nurse(s) and supervisor shall make a good faith effort to resolve the grievance informally.

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

If the matter is not resolved above, the nurse and or the Local Unit Chairperson shall reduce the grievance to writing and shall present the same to the Director Nursing Service. The Chief Nursing Officer Service shall issue a written reply within seven (7) days following receipt of the grievance.

### Step 3. Hospital Administrator.

If the matter is not resolved at Step 2, the written grievance shall be presented to the Hospital Administrator. Within seven (7) calendar days thereafter, there shall be a meeting with the Hospital Administrator, the grievant and/or the local bargaining unit representative, and the UFCW 21 staff representative. The Hospital will render a written decision to the Union within seven (7) calendar days of the meeting or within three (3) days after the Board of Commissioners meeting, whichever is later.

#### **Step 4. Arbitration.**

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing for arbitration within ten (10) calendar days following the final Step 3 decision. Within five (5) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital and the Union fail to agree on an arbitrator, a list of arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses 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 call by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

**20.2 Time Limits.** The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Union and the Hospital, and shall be confirmed in writing by the parties.

**20.3 Mutually Agreed Mediation.** The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

#### **ARTICLE 21 - NO STRIKE CLAUSE**

**21.1 No Strike.** Neither the employees or persons acting in concert with them shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, sympathy strike, walkout, picketing, slowdown or work stoppage or threat thereof, the employee will do everything within their power to end or avert the same during the term of this Agreement.

**21.2 No Lockout.** The Employer shall not cause or engage in any lockout of nurses during the term of this Agreement.

#### **ARTICLE 22 - SEVERABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of State or Federal laws, such provisions shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect but all other provisions of this Agreement shall continue in full force and effect.

#### **ARTICLE 23 - COMPLETE AGREEMENT**

The parties hereto have had an opportunity to raise and discuss all bargain able subjects leading to the adoption of this Agreement. Therefore, the parties hereto, 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been with the knowledge or contemplation of any or a of the parties at the time they negotiated or signed the 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 24 - DURATION


This Agreement shall be effective January 1, 2021 upon ratification and signature of both parties and shall remain in full force and effect until December 31, 2023, unless either party hereto serves notice on the other to amend or terminate the Agreement by giving written notice to the other party.

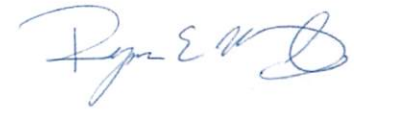
WILLAPA HARBOR HOSPITAL

UFCW LOCAL 21

  
Matthew Kempton  
CEO  
Date: 4/19/2021

  
Mia Contreras  
Executive Vice President  
Date: April 13, 2021

  
Scot Attridge, CFO  
Date: 04/19/2021

  
Regan McBride  
Negotiator  
Date: April 13, 2021



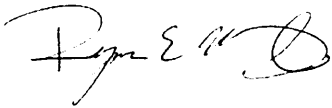
**LETTER OF UNDERSTANDING #1**

Regarding 1/1/2015-12/31/2017 Willapa Harbor Hospital/USNU Collective Bargaining Agreement

The purpose of this letter of Understanding is to memorialize understandings between the Willapa Harbor Hospital ("Hospital") and the UFCW Local 21 (UFCW) while negotiating the 2015-2017 Collective Bargaining Agreement.

During negotiations it is agreed, that by changing the language from "Regular" to "Hourly" in regards to rates of pay in the contract the hospital is not changing any current pay practices regarding the UFCW staff members.

The Parties agree to this Letter of Understanding.



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UFCW Local 21



Willapa Harbor Hospital

**LETTER OF UNDERSTANDING #2**

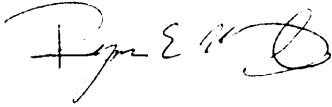
Regarding 1/1/2015-12/31/2017 Willapa Harbor Hospital/UFCW 21 Collective Bargaining Agreement

This Letter of Understanding is entered into this 2nd by and between the United Food and Commercial Workers Local 21(referred to as the "Union") and Willapa Harbor Hospital (referred to as the Employer").

The Union and the Employer agree to meet and define the terms "Orientation" and "Preceptor" at the first Labor-Management committee meeting in 2015.

Union

Employer



By: \_\_\_\_\_



By: \_\_\_\_\_

Appendix A – Wages

	<b>Current</b>			
	<b>RN</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<b>1/1/2023</b>
<b>Base</b>	\$32.63	\$33.69	\$34.70	\$35.74
<b>Step 1</b>	\$34.07	\$35.18	\$36.23	\$37.32
<b>Step 2</b>	\$35.40	\$36.55	\$37.65	\$38.78
<b>Step 3</b>	\$36.73	\$37.92	\$39.06	\$40.23
<b>Step 4</b>	\$38.07	\$39.31	\$40.49	\$41.70
<b>Step 5</b>	\$39.40	\$40.68	\$41.90	\$43.16
<b>Step 6</b>	\$40.86	\$42.19	\$43.45	\$44.76
<b>Step 7</b>	\$42.19	\$43.56	\$44.87	\$46.21
<b>Step 8</b>	\$43.65	\$45.07	\$46.42	\$47.81
<b>Step 9</b>	\$44.99	\$46.45	\$47.85	\$49.28
<b>Step 10</b>	\$46.71	\$48.23	\$49.67	\$51.17
<b>Step 11</b>	\$47.32	\$48.86	\$50.32	\$51.83
<b>Step 12</b>	\$47.95	\$49.51	\$50.99	\$52.52
<b>Step 13</b>	\$48.63	\$50.21	\$51.72	\$53.27
<b>Step 14</b>	\$49.28	\$50.88	\$52.41	\$53.98
<b>Step 15</b>	\$49.69	\$51.30	\$52.84	\$54.43
<b>Step 16</b>	\$50.36	\$52.00	\$53.56	\$55.16
<b>Step 17</b>	\$51.00	\$52.66	\$54.24	\$55.86
<b>Step 18</b>	\$51.65	\$53.33	\$54.93	\$56.58
<b>Step 19</b>	\$52.28	\$53.98	\$55.60	\$57.27
<b>Step 20</b>	\$52.92	\$54.64	\$56.28	\$57.97
<b>Step 21</b>	\$53.59	\$55.33	\$56.99	\$58.70
<b>Step 22</b>	\$54.26	\$56.02	\$57.70	\$59.44
<b>Step 23</b>	\$54.95	\$56.74	\$58.44	\$60.19
<b>Step 24</b>	\$55.61	\$57.42	\$59.14	\$60.91
<b>Step 25</b>	\$56.28	\$58.11	\$59.85	\$61.65
<b>Step 26</b>	\$57.49	\$59.36	\$61.14	\$62.97
<b>Step 27</b>	\$58.64	\$60.55	\$62.36	\$64.23
<b>Step 28</b>	\$59.35	\$61.28	\$63.12	\$65.01
<b>Step 29</b>	\$60.06	\$62.01	\$63.87	\$65.79
<b>Step 30</b>	\$60.78	\$62.76	\$64.64	\$66.58
<b>Step 31</b>		\$63.51	\$65.41	\$67.38
<b>Step 32</b>		\$64.27	\$66.20	\$68.18
<b>Step 33</b>		\$65.04	\$66.99	\$69.00
<b>Step 34</b>		\$65.82	\$67.80	\$69.83
<b>Step 35</b>		\$66.61	\$68.61	\$70.67

Appendix A – Wages

<b>Current RN Coordinator</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<b>1/1/2023</b>
\$36.27	\$37.45	\$38.57	\$39.73
\$37.74	\$38.97	\$40.14	\$41.34
\$39.07	\$40.34	\$41.55	\$42.80
\$40.40	\$41.71	\$42.96	\$44.25
\$41.73	\$43.09	\$44.38	\$45.71
\$43.05	\$44.45	\$45.78	\$47.16
\$44.52	\$45.97	\$47.35	\$48.77
\$45.85	\$47.34	\$48.76	\$50.22
\$47.32	\$48.86	\$50.32	\$51.83
\$48.66	\$50.24	\$51.75	\$53.30
\$50.37	\$52.01	\$53.57	\$55.17
\$50.97	\$52.63	\$54.21	\$55.83
\$51.62	\$53.30	\$54.90	\$56.54
\$52.28	\$53.98	\$55.60	\$57.27
\$52.95	\$54.67	\$56.31	\$58.00
\$53.36	\$55.09	\$56.75	\$58.45
\$54.02	\$55.78	\$57.45	\$59.17
\$54.67	\$56.45	\$58.14	\$59.88
\$55.30	\$57.10	\$58.81	\$60.57
\$55.94	\$57.76	\$59.49	\$61.28
\$56.58	\$58.42	\$60.17	\$61.98
\$57.25	\$59.11	\$60.88	\$62.71
\$57.92	\$59.80	\$61.60	\$63.44
\$58.60	\$60.50	\$62.32	\$64.19
\$59.28	\$61.21	\$63.04	\$64.93
\$59.94	\$61.89	\$63.74	\$65.66
\$61.16	\$63.15	\$65.04	\$66.99
\$62.30	\$64.32	\$66.25	\$68.24
\$63.05	\$65.10	\$67.05	\$69.06
\$63.80	\$65.87	\$67.85	\$69.89
\$64.56	\$66.66	\$68.66	\$70.72
	\$67.46	\$69.48	\$71.57
	\$68.27	\$70.32	\$72.43
	\$69.09	\$71.16	\$73.29
	\$69.92	\$72.01	\$74.17
	\$70.75	\$72.88	\$75.06

# THE UNION DIFFERENCE

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

## A Voice at Work

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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

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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

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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

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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 50,000 other members of UFCW 3000.

## Union Leadership

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

# My Shop Steward is:

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# My Union Rep is:

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

**Seattle:** 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

**Mt. Vernon:** 1510 N 18th St, Mt Vernon, WA 98273-2604

**Des Moines:** 23040 Pacific Hwy S, Des Moines, WA 98198-7268

**Silverdale:** 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

**Spokane:** 2805 N Market St, Spokane, WA 99207-5553

**Spokane:** 1719 N Atlantic St., Spokane, WA 99205

**Tri-Cities:** 2505 Duportail St, Suite D, Richland, WA 99352-4079

**Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

**Yakima:** 507 S 3rd St, Yakima, WA 98901-3219

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

UFCW3000



**UFCW3000**

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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