

**AGREEMENT**  
**BY AND BETWEEN**  
**UNITED STAFF NURSES UNION**  
**LOCAL 141, UFCW**  
**AND**  
**FERRY COUNTY PUBLIC HOSPITAL DISTRICT #1**  
**REPUBLIC, WASHINGTON**

This Agreement is made and entered into by and between the United Staff Nurses Union, Local 141, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union" and Ferry County Public Hospital District #1 hereinafter referred to as the "Employer." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

**ARTICLE 1- RECOGNITION**

The Employer recognizes the Union as the sole representative for all regular full-time and regular part-time Registered Nurses and per diem Registered Nurses as defined in subsection 5.6 who are employed by the Employer at Ferry County Public Hospital District #1 for the purpose of discussions and agreements with respect to rates of pay, hours of work, and conditions of employment, and other pertinent matters as specified in the Agreement; excluding supervisors, confidential employees and all other and their employees contractors and their agents of the Employer.

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

## **ARTICLE 2- MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the obligation of serving the public with quality medical care, efficiently and economically, and meeting medical emergencies. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including but not limited to, the right to operate and manage the hospital, nursing home and clinic; the right to require and set standards of performance and to maintain order and efficiencies; to direct employees and to determine the materials and equipment to be used; to maintain the efficiency of operations; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay-off, recall to work and retire employees; to discipline, demote and discharge employees for cause, provided, however, the Employer reserves the right to discharge any employee deemed - to be incompetent based upon reasonable related established job criteria; to use independent contractors to perform work or services; to subcontract, contract out, close down or relocate the operations or any part thereof; to expect reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights and responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time-to-time shall determine. The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

## **ARTICLE 3- MEMBERSHIP**

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

Employees choosing not to join the Union must submit such declaration to the Union in writing. Failure to submit such declaration within the thirty (30) day period shall require the employee, as a condition of employment, to become a member of the Union as discussed above.

**3.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues in the amount certified by the Union from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its term, unless the wages owed an employee are less than the amount of money which the employee has authorized the Employer to deduct in which case the Employer shall make no deductions. The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability (including attorneys' fees and costs incurred by the Employer) that may arise against the Employer, its employees or agents, for or on account of any deduction made from the wages of such nurse.

**3.3 Employee Rosters.** Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include any new hires, the name, address, and the phone number, employee ID number, employee status, date of hire, hourly rate of pay, any nurse with a name change or address and of all bargaining unit employees who have terminated during that month. The Roster will be changed after the employee becomes aware of the change. It will be the employees responsibility to inform the hospital of any changes within 30 days.

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

**4.1 Union Access.** The Union will notify the administrator in writing of its representatives who are authorized to deal with the employer about employment conditions and adjustments of

any problems under this Agreement. Union authorized staff representatives as the administrator may approve in advance, may have access to such areas of the Employer's premises and for such purposes and at such times as the administrator may approve in advance of such visits. The Union's representative may enter upon the Employer's premises to attend meetings as identified in the Grievance Procedure set forth in Article 17 of this Agreement. The representative's access shall be limited to the meeting space designated by the administrator.

**4.2 Bargaining Unit Representative.** The Union may designate and the Employer will recognize two bargaining unit representatives for each 35 employees when the Union has given the Employer written notice of the selection and the scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with work or patient care.

**4.2.1** Subject to scheduling and patient care requirements as determined by the Employer, elected officers and representatives of Local 141 shall be allowed unpaid time off for Union business as necessary.

**4.2.2 Negotiations.** Subject to notification by the RNs to their appropriate supervisor and scheduling requirements, negotiating team members shall be given unpaid release time for joint negotiations. Time spent during negotiations will be treated as time worked for the purpose of length of service and benefit accrual.

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

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

**4.5 New Hire Orientation.** The Employer shall provide the Union access to new hires on one of the Nursing Orientation Days, or individually during the nurse's first two weeks of employment, for the purpose of introduction and orientation to Local 141. A bargaining unit representative, designated by the bargaining unit chairperson, shall be allowed 15 minutes during the orientation session to introduce the Union contract to newly employed nurses.

## **ARTICLE 5- DEFINITIONS**

**5.1 Resident Nurse.** A Registered Nurse whose clinical experience after graduation is less than 1040 work hours or a Registered Nurse who is returning to practice with no current clinical training or experience. Residency shall not exceed 1040 work hours unless mutually agreed to by the Director of Nursing Services and the nurse in writing. A resident nurse shall be compensated at ninety-five percent (95%) of the base rate of pay identified in section 9.1 herein. A resident nurse who functions continuously without close and direct supervision, and who is assigned the same level of responsibility as a staff nurse shall be compensated at the staff nurse rate of pay.

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

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

**5.4 Full-Time Nurse.** A nurse who is regularly scheduled to work thirty-six (36) hours per week and who has successfully completed the required probationary period as defined in section 5.8.

**5.5 Part-Time Nurse.** A nurse who is regularly scheduled to work at least twenty four (24) hours but less than thirty (36) hours per week and who has successfully completed the required probationary period as defined in section 5.8.

**5.6 Per Diem Nurse/PRN Nurses.** Nurses who are hired to work on an as needed basis and who work less than 72 hours per month will be classified as per diem. To maintain a per diem status an employee shall make himself/herself available to work twenty-four (24) hours per month.

**5.6.1** Per Diem nurses may be scheduled at their convenience or be on an on-call basis. Nurses must provide the hospital by the 10<sup>th</sup> of the month at least 3 shifts that they are available.

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

Per diem nurses shall not accrue seniority nor shall they receive any benefits. Per diem nurses shall be paid 12% per hour above the nurse's appropriate longevity step and shall be eligible to receive longevity steps after each 2080 hours. Per diem differential does not apply to shift differential, standby pay, and holiday premium pay, if applicable. Regular status nurses who change to per diem status and subsequently return to regular status, with approval of the Director of Nursing, within 1 year without a break in employment shall have previous seniority and benefit accruals reinstated excluding the time spent on per diem status.

**5.7 Temporary Nurse.** A nurse who has been hired to work for a specific need, strictly temporary in nature, for a relatively short period of time, but in no event to exceed 1040 hours, will be classified as temporary and will not accrue any benefits. Temporary nurses whose status is changed to full-time or part-time shall be subject to a 720 hours probationary period.

**5.8 Probationary Period.** A nurse who has been hired by the Employer on a full-time, part-time or per diem basis and who has been continually employed by the Employer up to 520 hours. After 520 hours of regular employment, the nurse shall be considered to have completed the probationary period unless specifically advised by the Employer of an extended probationary period up to an additional 520 hours, the conditions of which shall be specified in writing. The Union shall be notified in writing of any such extension. During the probationary period or any extension thereof, a nurse may be terminated without notice and without recourse to the grievance procedure. Full-time or part-time nurses who have completed the probationary status who change to per diem status and then return to full-time or part-time status shall not be subject to the probationary period.

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

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

## **ARTICLE 6 – EMPLOYMENT PRACTICES**

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

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

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

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

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

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

A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be requested to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge.

A nurse may request the attendance of a Bargaining Unit Representative or Union Representative during any fact finding or disciplinary meeting with management which the nurse has been told or believes may lead to discipline and/or discharge of the nurse, provided such Union Representative's attendance

will not cause any unreasonable delay. This provision shall not apply to non-disciplinary counseling of a nurse or supervisor, nor to meetings held for the sole purpose of communicating to the nurse what disciplinary action is being taken by the Employer against the nurse. The Hospital will notify the Union in writing postmarked within forty-eight (48) hours, exclusive of weekends and holidays, following notice of suspension or discharge of any employee in the bargaining unit.

**6.5 Performance Review.** The Employer shall maintain a performance review program which should be considered as a step in bringing about and determining progress in personal and professional growth and development which results in quality patient care. Nurses shall usually receive a written review prior to the end of the probationary period and annually thereafter. Nurses shall acknowledge such review by signature; such signature will imply neither agreement nor disagreement with the review. A copy of the review shall be given to the nurse.

**6.6 Personnel Files.** Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance review, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their personnel records. Nurses will be given the opportunity to provide a written response to any written reviews or disciplinary actions to be included in the personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, permanent change in status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse upon request. Warning notices shall be removed after three (3) years, if no further written disciplinary action for any reason has occurred during this three (3) year period.

**6.7 Payroll Checks.** Payroll checks shall reflect the number of hours worked, rates of pay, and accruals for benefits. Payroll checks will generally be available the fifth (5th) day of the month, however, the Employer requires three (3) working days to process payroll and weekends and holidays may alter this timeframe.

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

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

**6.10 Low Census.** Low census is defined as a decline in patient care requirements resulting in temporary staff decrease. During periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among nurses assigned to each area by shift, subject to competence, ability, and availability as determined by the Employer. If an individual volunteers to take a low census day off, the day shall be counted for purposes of the rotation list. Nurses who are subject to low census may use accrued annual leave time and such time off will count in the low census rotation. Temporary and per diem nurses will not normally be utilized in an area and shift where regular full-time or part-time nurses are subject to low census.

**6.10.1** Any nurse who is asked to stay home or is sent home on a regularly scheduled work day due to low census and is required to be available on that low census day, shall receive on-call pay. If called back to work, the nurse shall be compensated at his/her regular rate of pay.

**6.11** Employees shall be compensated for all time spent on established committees when required to attend. Attendance at staff meetings will be encouraged and time compensated at the regular rate of pay. Time spent on committee assignments will not be counted toward overtime.

## **ARTICLE 7 – LENGTH OF SERVICE**

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

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

- a) Resignation
- b) Discharge
- c) Retirement
- d) Layoff of more than twelve (12) months
- e) Failure to return in accordance with a leave of absence or recall from reduction in force.
- f) Illness or injury of more than six (6) months duration.
- g) Break in service of one (1) month.
- h) Leave of absence of more than twelve (12) weeks.

**7.3 Restructure.** The employer will notify and discuss with the Union at least 5 days in advance (in the event of an emergency the time may be shortened) the need to restructure to include but not limited to shift changes, changes to FTEs, hour per day/day per week that would affect the entire bargaining unit.

**7.4 Layoffs.** When it becomes necessary for the Employer to reduce its work force for an extended period of thirty (30) days or more, the Employer shall give written notice of layoff to the Union and nurses fourteen (14) days before such action is to become effective, except in cases of urgent circumstances. During this time the employer and union shall meet to discuss the layoff. A reduction in the number of hours scheduled in a workweek for employees shall not constitute a layoff.

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

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

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

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

**7.6 Length of Service List.** A list of the length of service of each bargaining unit member will be sent to the Union on a quarterly basis.

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

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

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

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

Qualified nurses presently employed by the Employer may apply for open positions. To be considered for a regular job opening, the nurse must submit a written application for each posted position. When a regular job opening occurs within the bargaining unit, length of service shall be the determining factor in filling such vacancy provided the applicant's skills, ability and experience are considered substantially equal in the opinion of the Employer. In the event at least two (2) weeks' advance written notice of intent to resign is not received by the Employer pursuant to Section 6.2 herein, the required posting period shall be waived in filling that position. If the Employer is unable to transfer a nurse to a vacant position pursuant to this section due to patient care considerations or departmental needs, the position may be filled on a temporary basis and the nurse will be advised as to when the transfer will occur.

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

**8.1 Work Day.** The normal workday shall consist of eight (8) hours work to be completed within eight and one-half (8½) consecutive hours or twelve (12) hours within twelve and one-half (12½) consecutive hours.

**8.2 Work Period.** For eight (8) hour shifts, the normal work period shall consist of forty (40) hours worked within a regularly reoccurring consecutive seven (7) day. For twelve (12) hour shifts, the normal work period shall consist of thirty-six (36) hours worked within a regular reoccurring seven (7) day.

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

**8.3.1** Overtime shall be compensated at the rate of one and one-half (1½) times the nurse's regular rate of pay for all time worked beyond forty (40) hours on a standard seven-day schedule. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by the supervisor. Overtime shall be calculated to the nearest fifteen minutes.

**8.4 Meal/Rest Periods.** All employees that work 8hr shifts shall receive an unpaid meal period of one-half (½) hours. Employees required to remain on duty or to return to the unit to perform nursing duties during their meal period shall be compensated at the appropriate rate of pay. All employees working 8hr or 10hr shifts will be entitled to two (2) paid rest periods of fifteen (15) minute.

**8.4.1 Time Off Between Shifts.** Each nurse shall normally have an unbroken rest period between shifts unless emergency conditions require such nurse to work longer periods to meet nursing care

requirements. This provision may be waived by mutual consent between the nurse and Employer.

**8.4.2 12 hour shifts.** All employees that work the 12 hour schedule shall be provided for either twelve and one half (12 ½) consecutive hours with one thirty minute meal period or thirteen (13) consecutive hours with two (2) thirty minute unpaid meal periods, and three 15 minute breaks.

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

**8.5 Work Schedules.** It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes such as, but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. Monthly work schedules shall be posted by the twentieth (20th) day of the preceding month. Except for emergency conditions involving patient care (including low census conditions), individual scheduled hours of work may be changed only by mutual consent, and with Director of Nursing Services' approval.

**8.6 Shift Changes.** Shift changes shall be required by the Director of Nursing Services (DNS) only in the event it is necessary to cover vacant shifts due to vacation, absence due to illness/accident, and any other reason which otherwise would adversely impact patient care. Prior to schedule posting, the DNS will first seek volunteers to cover such foreseeable absences. In the event sufficient volunteers cannot be obtained, nurses will be placed on the schedule based on their length of service and will be notified of this shift change by the DNS. Special requests for time off must be submitted in writing to the DNS by the 10th of the month prior to schedule posting. Approval of such requests shall be contingent upon availability of nursing staff.

**8.7 Innovative Work Schedules.** An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any provisions of the Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the nurse involved. Prior to implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. When innovative schedules are utilized, the Employer retains the right to revert back to the work schedule which was in effect immediately prior to the innovative work schedule, after at least three (3) weeks advance notice to the nurse(s).

## ARTICLE 9 – COMPENSATION

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

Effective August 1, 2006	Effective August 1, 2008 3%	Effective August 1, 2009 3%
1	23.07	23.76
2	23.53	24.24
3	24.00	24.72
4	24.48	25.21
5	24.97	25.72
6	25.47	26.23
7	25.98	26.76
8	26.50	27.30
9	27.03	27.84
10	27.57	28.40
11	28.12	28.96
12	28.69	29.55
13	29.26	30.14
14	29.85	30.74
15	30.44	31.35
16	31.05	31.98
17	31.67	32.62
18	32.31	33.28
19	32.95	34.94
20	33.61	34.61
21	34.28	35.30
22	34.97	35.96
23	35.67	36.74
24	36.38	37.47
25	37.11	38.22

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

9.3 Longevity Increments. Full Time (.9FTE and above) employees shall gain advancement from one longevity step to the next on their adjusted anniversary date (yearly); provided the minimum time worked before the next step is 1872 hours for 12 hour shift employees.

Part Time and Per Diem/PRN employees shall gain advancement from one longevity step to the next after completion of 2080 hours.

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

- a. Nurses with comparable experience (i.e. rural, long term care, little need to orient) in a Health Care Facility without a break in nursing experience greater than 1 year will receive the following.
  - 1 year up to 10 years — will be placed one step for one year of experience on the wage scale.
  - 10 years or greater experience will be placed at the 10 year step on the wage scale.
- b. Nurses with non-comparable experience or with a break greater than 1 year shall be placed on the steps as follows.
  - 2 years experience shall be placed not less than step 1.
  - 3-5 years experience shall be placed at not less than step 2.
  - 6 years experience shall be placed at not less than step 3.
  - 7 years experience or more shall be placed at not less than step 4.

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

## **ARTICLE 10 – PREMIUM PAY**

**10.1 Shift Differential.** Evening shift differential shall be one dollar and sixty cents (\$1.60) per hour; the night shift differential shall be two dollars and fifty-five cents (\$2.55) per hour. Employees assigned night duty shall be paid for hours worked on change of daylight saving time.

**10.2 On Call Pay.** The on-call rate shall be one dollar and fifty cents (\$1.50) per hour.

**10.3 Mandatory Call.** Employees who are regularly scheduled to be on call must be available and fit to work with a twenty (20) minute notice and will be paid an hourly rate for hours scheduled on call and be paid the minimum of one hour for each call-in at their regular rate of pay, overtime provision will apply if applicable.

**10.4 Courtesy Call.** Employees who are not scheduled to be on mandatory call but agree to come into work with less than eight (8) hours notice will be paid one and one-half times their regular hourly rate.

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

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

**10.6 Charge Duty.** The charge duty compensation shall be based upon accuracy of performance as documented in : Addendum I: Memorandum of Understanding and Charge Nurse Duties check-off sheet per individual RN accepting the additional responsibilities and compensation of Charge Nurse. Effective January 1, 2009.

**10.7 Certification/Specialty Pay.** Nurses who are and/or become trained in OB or conscious sedation will be paid a premium when performing these services for all hours worked according to the following schedule.

Conscious Sedation	<u>\$0.20/hour</u>
OB (Obstetrics)	<u>\$0.20/hour</u>
District Applicable National Certification	<u>\$0.30/hour</u>

Effective January 1, 2009.

**10.8 Weekend Premium Pay.** Any nurse who works on a weekend shall receive one dollar and sixty (\$1.60) per hour for each hour worked on the weekend in addition to the nurse's hourly rate of pay. (The weekend shall be defined for day and evening shift nurses as Saturday and/or Sunday.) For night nurses, the weekend shall be defined as Friday and/or Saturday nights. Twelve hour shifts will be defined at 7pm Friday to 7 pm Sunday. Effective January 1, 2009.

**10.9 Preceptor Premium.** The premium shall be assigned by Management to a staff nurse (other than the nurse designated as Educator) who has direct supervision of a resident nurse (Article 5.1) up to the first 520 hours worked at the hospital. This period may be adjusted by management. Nurses who precept shall receive an additional \$0.40 per hour worked. The nurses shall receive appropriate training or have necessary experience prior to having to precept. Effective January 1, 2009.

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

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

## ARTICLE 11- PAID TIME OFF

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

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

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

**1st through 5th year of employment\***, 0.08462 hours for each regularly scheduled hour paid (if Full Time 176 hours or 22 days per year).

**6th through 15th year of employment\***, 0.10385 hours of each regularly scheduled hour paid (if Full Time 216 hours or 27 days per year).

**After 15 years of employment**, 0.12308 hours for each regularly scheduled hour paid (if Full Time 256 hours or 32 days per year).

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

**c.** Accrued Paid Time Off may be utilized after six months of employment by the employee for any purpose they choose providing they provide notice which is determined by the Employer to be adequate and adequate coverage is available. If the employee provides less than 12 hours notice of the request for paid time off, the Employer may inquire into the nature and reason of the requested paid time off, and may require physician verification. Further, the employee must speak with the Director of Nursing Services, Administrator or Controller when providing notice of less than 12 hours. Accrued Paid Time Off must be used when an employee misses a scheduled shift for any reason.

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

**e.** A Major Medical Benefit (EIB) will be established for all employees who work 80 hours or more per month. An employee may not access Major Medical Benefits (EIB) until completion of six months of continuous employment. The Major Medical Benefit (EIB) will be retroactive to the date of hire. Major Medical (EIB) is accrued on regular hours, PTO hours, low census hours, holiday, bereavement and jury hours at the rate of .03077 per hour to a maximum of 720 accrued hours.

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

g. If an employee is required to work the following days: January 1<sup>st</sup>, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day or December 25<sup>th</sup> she/he will be paid at one and one-half times the regular rate of pay for all hours worked.

## **ARTICLE 12 – MEDICAL BENEFITS**

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

For employees who are regularly scheduled to work 36-40 hours per week: the employer shall pay full employee portion of the premiums.

For employees who are regularly scheduled to work 24-36 hours per week: the employer shall pay 50% of the premium for the employee.

Employees will designate and communicate to the Employer a preference to be regularly scheduled either 36 hours per week or 40 hours per week, or 24-36 hours per week. Each employee will then be regularly scheduled for those designated numbers of hours. So long as the employee continues to work the regularly scheduled designated hours, as determined on a monthly average basis, the above contributions will be made. The employee will pay 100% of the premium for dependents.

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

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

**12.3 Retirement.** The District presents a Savings Incentive Match Plan for Employees (SIMPLE IRA Plan). To become eligible to participate in the Plan, employee(s) must have earned at least \$5,000.00 during any two (2) proceeding years of employment with the District and employee(s) must be reasonably expected to earn such amount during the current year. Enrollment is generally the sixty (60) day period before the beginning of each Year and the sixty (60) day period before the first day employee(s) become eligible to participate. The District will provide employee(s) with a Summary Description of the SIMPLE IRA on Plan.

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

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

### **ARTICLE 13 – LEAVES OF ABSENCE**

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

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

**13.3 Military Leave.** Leave required in order for a nurse to maintain status in the military shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time.

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

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

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

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

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

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

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

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

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

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

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

**14.2 Bereavement Leave.** Upon completion of one (1) year of employment, emergency leave of up to three (3) days with pay for full-time and part-time nurses shall be granted for a death in the immediate family; provided, however, that such an employee will receive bereavement leave only for those days during the week which he/she was scheduled to work. Immediate family shall be defined as the employee's spouse, child(ren), grandparents, step-children, grandchildren, parents, parents-in-law, brothers, sisters and any person residing permanently in the employee's household.

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

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

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

**15.1.2 Membership.** The Committee shall consist of not more than two (2) staff nurses in the bargaining unit and not more than two (2) managers of the Employer, one of whom shall be the Director of Nursing Services or his/her designee. The chair position will alternate annually between the bargaining unit representatives and the Employer's representatives. A representative of the Union may attend.

**15.1.3 Meetings.** The Nurse Practice Committee may schedule up to four one-hour meetings annually during which nurse committee members shall be compensated at their straight time rate of pay. Any additional time in meetings will be uncompensated. Such compensation shall not include overtime, if applicable. Other premiums shall not be applicable to time spent in committee meetings. The Nurse Practice Committee shall prepare an agenda and keep minutes of all meetings, and the minutes shall be distributed to all nurses.

**15.2 Nursing Staff Meetings.** Nurses shall be required to attend at least eighty (80%) nursing staff meetings scheduled by the Employer every calendar year unless excused in advance by the Director of Nursing Services. Nurses shall be paid for attendance at nursing staff meetings and time spent at nursing staff meetings shall be considered time worked for the purpose of computing overtime.

**15.3 In-Service Education.** The primary responsibility for continuing education rests with each individual nurse. Nurses are encouraged to communicate their suggestions and requests with regard to in-service education topics to the Director of Nursing Services. The Union agrees to promote active participation and attendance at the in-service education programs sponsored by the Employer. Announcements concerning in-service education programs will be posted in advance and the Employer will designate if attendance is mandatory in which case the nurses [in] attendance at in-services will be compensated at the regular rate of pay. If the in-service education is voluntary attendance, any attendance will be uncompensated.

**15.4 Continuing Education Programs.** Employer will make reasonable efforts to make available to employees on a regular basis, training in the areas of A.C.L.S., obstetrics, trauma and pediatric and neonatal resuscitation, and conscious sedation. Full-time and regular part-time employees may be granted unpaid time to attend voluntary specified education or training programs outside the hospital which relate directly to their nursing duties. Request for attendance at programs outside the hospital must be made thirty (30) days in advance in writing to the Director of Nursing Services who in consultation with the Administrator will determine approval. The reimbursement of approved allowable course fees and travel expenses associated with the attendance at specified training programs outside the hospital will be determined by the Director of Nursing Services and the Administrator and will be confirmed in writing in advance of the nurse's attendance at such program.

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

**16.1 General.** The Employer, the nurses and the Union have a joint interest in workplace safety and satisfactory job performance, and collectively acknowledge that alcohol and drug abuse are inconsistent with this joint interest. The Employer and the Union also acknowledge that nurses continue to be responsible for maintaining satisfactory job performance and attendance, and for complying with the Employers policies and procedures. Nurses with job performance, attendance, or conduct problems are still subject to corrective action if such problems are caused in whole or in part by the use of alcohol or drugs.

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

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

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

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

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

### **Step 1 Nurse and Immediate Supervisor.**

If a nurse has a grievance, the nurse shall present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date when the nurse became aware of the facts that constitute the grievance. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing within fourteen (14) calendar days following receipt of the written grievance. If there is no immediate supervisor, a nurse will initiate the grievance procedure at Step 2.

### **Step 2 Nurse and Director of Nursing Services.**

If the matter is not resolved to the nurse's satisfaction at Step 1, the employee shall present the written grievance, which shall contain a description of the alleged problem, specific section allegedly breached, date of its occurrence, and corrective action sought by the grievance, to the Director of Nursing Services within seven (7) calendar days of the immediate supervisor's decision. The Director of Nursing Services shall issue a written reply within seven (7) calendar days following receipt of the grievance. A conference between the employee (and Bargaining Unit Representative or Union Representative, if requested by the employee) and the Director of Nursing Services shall be held.

**Step 3      Administrator and Union Representative.**

If the matter is not resolved at Step 2, the employee shall present the written grievance to the Administrator and/or designated representative within seven (7) calendar days from receipt of the written reply from the Director of Nursing Services. The parties shall meet within seven (7) calendar days from the date of the receipt of the written notice for the purpose of resolving the grievance. The Administrator and/or designee shall issue a written reply within fourteen (14) calendar days of the meeting between the parties.

**Step 4      Arbitration.**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may, within fourteen (14) calendar days following receipt of the written reply from the Administrator and/or designee in Step 3, submit the issue in writing to final and binding arbitration. The Employer and the Union shall attempt to agree on an arbitrator within five (5) calendar days of notification that the dispute is submitted to arbitration. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall render a decision as promptly as possible and in any event within thirty (30) working days from the date of case presentation. The arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her. The arbitrator shall have no authority to add to, subtract from or otherwise change or modify the provisions of the Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the arbitrator shall have no authority to substitute his/her judgment for that of the Employer nor reverse the Employer's exercise of discretion in management decisions involving patient care. Each party shall bear one-half of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party. Any arbitrator accepting an assignment under this article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post hearing briefs, whichever is later.

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

## **ARTICLE 18 – UNINTERRUPTED PATIENT CARE**

The parties to this Agreement realize that the Employer provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its nurses and (b) neither the nurses nor their agents or any other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walk-out, slowdown or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any nurse participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal.

## **ARTICLE 19 – SEPARABILITY**

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

## **ARTICLE 20 – COMPLETE AGREEMENT**

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

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

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

**ARTICLE 21 – DURATION OF AGREEMENT**

This Agreement shall be effective on August 1, 2008 and shall remain in full force and effect through July 31, 2010. Either party hereto may serve notice on the other to amend this Agreement by giving written notice to the other party not less than ninety (90) calendar days in advance of the above expiration date.

IN WITNESS THEREOF, the Employer and the Union have executed this document on the 28th day of November 2008.

**Ferry County  
Public Hospital District #1**

**United Staff Nurses Union  
Local 141, UFCW**

\_\_\_\_\_  
Ron O'Halloran, Administrator

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Marilyn Savage, President

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Cynthia Nelson

\_\_\_\_\_  
Vanessa Koepke

## ADDENDUM I

### FERRY COUNTY PUBLIC HOSPITAL DISTRICT #1

#### Memorandum of Understanding (MOU) Charge Nurse Performance Pay

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

Charge Nurse duty pay will continue to be based on performance towards best patient care, practice, documentation and teamwork of CN, as documented and verified on the CN check-off sheet.

The District agrees to continue the CN additional duty compensation at \$1.50, if and when conditions, as described below, have been met and continue to be met:

1. The attached check-off sheet includes the minimum duties required of a CN during their designated shift. Each item will be checked off as follows;
  - a. if completed – “CN Initial box” will be initialed.
  - b. If Not Applicable – “N/A box” will be initialed
  - c. If not completed – “Notation will be made as to “Hand off to the next shift” on the reverse side of daily check off sheet, also noting item #.
  - d. CN will sign sheet indicating completion or handoff of tasks by the end of their shift.
2. Beginning October 1, 2008, all CN’s will continue to be compensated the additional \$1.50 an hour for the next three (3) months. During this time, on a daily basis, the Director of Nursing and/or designee, will calculate percentage of accuracy and completion of tasks.
3. A 90% accuracy rate must be achieved by the CN on his or her shift on December 31, 2008.
4. If, on December 31, 2008 a 90% accuracy has been achieved, the CN will receive performance pay at \$2.00 per hour, effective January 1, 2009.
5. If, on December 31, 2008, 90% accuracy has not been met, the District will continue to compensate the \$1.50 for performance pay through March 1, 2009. At that time if 90% accuracy has not been achieved the CN may no longer be assigned CN duties. An extension of time to meet the requirement of 90% may be extended by the Director of Nursing, Human Resource Manager and the District Administrator. If an extension is granted, the \$1.50 performance pay will continue.
6. CN performance will be evaluated every two (2) consecutive months, effective January 1, 2009 through February 28, 2009, effective March 1, 2009, etc. Each two month period, the CN’s performance will again be evaluated, CN performance pay will continue, be terminated or re-

instated if 95% accuracy, on the average of the 90% expected, has been maintained.

7. The performance will be based on each two (2) consecutive months by averaging the accuracy of CN check-off sheets and payment will continue to be made, if not, no payment for performance.

The goal of Charge Nurse performance pay is to compensate each CN for completion of assigned tasks associated with the oversight of all nursing staff on their assigned shift, so that we provide the best possible care for our Patients and the District.

Approved by:

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Marilyn Savage, President UFCW Local 141

Date

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Ron O'Halloran, Administrator Ferry County Hospital District #1

Date