

**2007 - 2010**

**EMPLOYMENT AGREEMENT**

**-By and Between-**

**OKANOGAN DOUGLAS DISTRICT HOSPITAL**

**-and-**

**UNITED STAFF NURSES UNION, LOCAL 141 UFCW**

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**OKANOGAN DOUGLAS DISTRICT HOSPITAL**

**and**

**UNITED STAFF NURSES UNION, LOCAL 141 UFCW**

This Agreement is made and entered into by and between Okanogan Douglas District Hospital, Public Hospital District No. 1, hereinafter referred to as the "Employer," and the United Staff Nurses Union, Local 141, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

**ARTICLE 1- RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit certified by the Public Employment Relations Commission (Case 11071-E-94-1829) on September 8, 1994, as follows: All full-time, part-time, and per diem registered (staff) nurses employed by the Employer, excluding supervisory, administrative and managerial employees and all other employees.

**ARTICLE 2- MEMBERSHIP**

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

**All currently employed nurses** who are not members at the time of ratification will have 30 days from ratification to submit an application to join or a letter declining union membership. The letter shall be given to Human Resources and sent certified to the Union. If the nurse fails to send the letter or application within 30 days, then said nurse shall be required to become a member or pay fee for

collective bargaining services within the next 30 days. Failure to comply after the passing of 60 days shall, at the request of the Union, result in the discharge of the nurse.

**New Hires:** All bargaining unit nurses who are hired after the effective date July 1, 2007 shall have thirty (30) calendar days from the date of hire in which to give written notice to the Union (by certified mail) and the Hospital Human Resources Department of their intent to join the Union or not to join the Union. Such written notice must be post marked thirty (30) calendar days from the date of hire. In the event a newly hired bargaining unit nurse fails to exercise the foregoing option within thirty (30) days, then said nurse shall be required to become a member of the Union or pay the service fee within sixty (60) calendar days from the date of hire. Failure to comply with this condition after the passing of sixty (60) calendar days shall, at the written request of the Union, result in the immediate discharge of the nurse.

Newly hired bargaining nurses may be made aware of the membership provision at the time of hire and orientation.

**2.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Union dues and a roster of those nurses using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify, and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such nurse.

**2.3 Employee Roster.** Semi-annually, the Employer shall provide the Union with a list of names, addresses, social security numbers, employment status, date of hire, and the rate of pay of those nurses covered by this Agreement. The Employer will provide the Union and the bargaining unit chairperson with a list of names and addresses of new hires and terminations on a monthly basis.

### **ARTICLE 3- UNION REPRESENTATION**

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

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

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

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

**3.5 Meeting Rooms.** The Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

#### **ARTICLE 4- DEFINITIONS**

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

**4.2 Staff Nurse.** A registered nurse who is responsible for the direct and/or indirect nursing care of the patient.

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

**4.3.1** Full-time or part-time nurses who change to per diem status and then return to full-time or part-time status within one (1) year shall not be subject to the probationary period. A nurse returning to full-time status will be eligible for medical insurance the first of the month following ninety (90) days of employment as a full-time employee. An employee will be eligible for holiday pay after return to regular status if the employee has worked at least two hundred fifty-six (256) hours in the four (4) consecutive pay periods prior to the holiday.

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

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

**4.6 Per Diem Nurse.** A per diem nurse works on an unscheduled or intermittent basis or on a regularly scheduled basis as a temporary employee for a limited period of time (normally never to exceed one six (6) month interval). Per Diem nurses shall not accrue seniority nor shall they receive any benefits. Per Diem nurses shall be paid two dollars (\$2) per hour above the nurse's appropriate longevity step and shall be eligible to receive longevity steps, shift differential, standby pay, and holiday premium pay, if applicable. Regular status nurses who change to per diem status and subsequently return to regular status, with the approval of the Director of Nursing, within six (6) months without a break in employment shall have previous seniority and benefit accruals reinstated excluding the time spent on per diem status.

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

**4.8 Seniority and Benefit Accrual.** Longevity step increases will occur after 1872 hours of paid regular time (including low census hours) counting from January 1, 2000 and continuing thereafter. Paid time off (excluding standby pay) shall be counted for purposes of seniority, the computation of longevity steps (wages), and the accrual of medical benefits. Low census hours shall count for medical insurance eligibility, sick leave and vacation benefits not to exceed the full-time benefit.

## **ARTICLE 5- EMPLOYMENT PRACTICES**

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

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

**5.3 Discipline and Discharge.** No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written

disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge.

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

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

**5.5 Personnel File.** Nurses shall have access to their personnel files under supervision of the "Human Resources". Written personnel action forms will be used to specify conditions before hiring, change in status, pay, shift or leave of absence. Upon request, the nurse will be given a copy of this form. Except for references from previous employers, nurses may receive copies of other materials in their personal file. Nurses shall have the right to comment on disciplinary actions and performance evaluations in their personnel file.

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

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

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

## **ARTICLE 6- SENIORITY**

**6.1 Definition.** Seniority is defined as a full-time or part-time nurse's continuous length of service based upon "lifetime hours" (all compensable hours, excluding standby hours) as a registered nurse with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire.

**6.2 Layoff.** In the event of a layoff (as opposed to a reduction in hours or low census condition), seniority shall be the determining factor providing skill, competence, ability and experience are substantially equal in the opinion of the Employer. Seven (7) days' advance notice of the impending layoff shall be given to nurses and the Union. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of the layoff.

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

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

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

**6.5 Seniority Roster.** In the event of a layoff, a seniority roster will be made available to the Union.

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

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

1. Nurses that are working overtime.
2. Per Diem nurses.
3. Part-time nurses if the employee has not been low censused that week.

4. Full-time employees scheduled for thirty-six (36) hours that week will be considered before shorted employees.

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

**6.7 Job Posting.** When a staff nurse opening occurs, seniority shall be the determining factor in filling such vacancy providing skill, competency, ability and experience are considered substantially equal in the opinion of the Director of Nursing. Notice of job openings shall be posted seven (7) days in advance of their being filled except under unusual circumstances that required more immediate action on the part of the Employer. To be considered for such job opening, a nurse must indicate such interest in writing to the Director of Nursing. This commitment shall not apply where a temporary reassignment is necessary to provide quality patient care, nor will it apply when a position is being filled on a temporary basis by a nurse for orientation and training. When the Employer is unable to transfer a qualified nurse to a vacant position which is being filled on a temporary basis, the nurse will be notified as to when the transfer may be expected to take place in the future. Absent unusual circumstances beyond the Employer's control, it would be the intent of the parties that the term "temporary basis" would mean a period of time not to exceed sixty (60) days.

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

**7.1 Work Day.** The normal work day shall consist of twelve (12) hours' work to be completed within twelve and one-half (12½) consecutive hours.

**7.1.1** For those working an eight (8) hour shift, the normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8½) consecutive hours.

**7.1.2** For those working a ten (10) hour shift, the normal work day shall consist of ten (10) hours' work to be completed within ten and one-half (10½) consecutive hours.

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

**7.3 Innovative Work Schedules.** Innovative schedules are defined as work schedules exceeding eight (8) hours per day that require some modification, change or waiver of this Agreement. Innovative work schedules may be established by the Employer with notification to the Union at least fourteen (14) days in advance of the scheduled posting date. Upon request by the Union, the parties will promptly meet for the purpose of negotiating the terms and conditions of the new schedule. Where work schedules other than the eight (8) hour day schedule are utilized, the Employer retains the right to revert back to the eight (8) hour schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after at least thirty (30) days' advance notice to the nurse.

**7.4 Overtime.** Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked in excess of forty (40) hours per week, or as required-by law. If a nurse works more than fourteen (14) consecutive hours, double time (2x) will be paid beginning with the fifteenth (15th) hour of work and all consecutive hours thereafter. Overtime shall be

calculated to the nearest fifteen (15) minutes. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision.

**7.5 No Pyramiding.** There shall be no duplicating or pyramiding of overtime or other compensation paid at the rate of time and one-half (1½) or double time (2x) for the same hours worked. When a nurse is eligible for two (2) or more forms of compensation for the same hours worked, the nurse shall receive the higher of the two pay rates.

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

**7.7 Weekends Off.** The Employer will make a good faith effort to schedule all full-time and part-time nurses to every other weekend off or for those that rotate schedules, four (4) weekends in an eight (8) week period.

**7.8 Rest Between Shifts.** Each nurse shall normally have an unbroken rest period of at least nine and one-half (9½) hours between shifts. This provision may be waived by mutual consent between the nurse and Employer. Nurses who work without nine and one-half (9½) hours off between regularly scheduled shifts will be paid time and one-half (1½) for all hours worked within the nine and one-half (9½) hour period. This provision shall not apply to nurses assigned to standby and callback.

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

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

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

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

## ARTICLE 8- COMPENSATION

**8.1 Wage Rates.** Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule:

	<u>Effective June 01, 2007</u>	<u>June 01, 2008</u>	<u>Dec 01, 2008</u>	<u>June 01, 2009</u>
Base	\$21.00	\$22.05	Contingent Upon	
Step 1	\$21.63	\$22.71	Sustained Profit	
Step 2	\$22.28	\$23.39	in 2007	
Step 3	\$22.95	\$24.09		
Step 4	\$23.64	\$24.82		
Step 5	\$24.34	\$25.56		
Step 6	\$25.08	\$26.33		
Step 7	\$25.83	\$27.12		
Step 8	\$26.60	\$27.93		
Step 9	\$27.40	\$28.77		
Step 10	\$28.22	\$29.63		
Step 11	\$28.79	\$30.23		
Step 12	\$29.36	\$30.83		
Step 13	\$29.95	\$31.45		
Step 14	\$30.55	\$32.08		
Step 15	\$31.16	\$32.72		
Step 16	\$31.78	\$33.37		
Step 17	\$32.42	\$34.04		
Step 18	\$33.07	\$34.72		
Step 19	\$33.73	\$35.41		
Step 20	\$34.40	\$36.12		
Step 21	\$35.09	\$36.85		
Step 22	\$35.44	\$37.21		
Step 23	\$35.80	\$37.59		
Step 24	\$36.15	\$37.96		

Effective June 1, 2008 The wage scale shall be increased by 5% across the board increase

Effective December 1, 2008 – Provided facility sustains profit in 2007, an additional 2% increase across the board shall be given

Effective June 1, 2009 the wage scale shall be increased by 5% across the board increase

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

**8.3 Longevity Steps.** Longevity step increases will occur after 1872 hours of paid regular time, overtime, callback, double time, holiday pay and will also include low census hours counting hours from January 1, 2000 and continuing thereafter.

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

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

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

## **ARTICLE 9- PREMIUM PAY**

**9.1 Shift Differential.** Nurses assigned to work the second shift shall be paid a shift differential of one dollar (\$1.00) per hour and nurses assigned to work the third shift shall receive a shift differential of two dollars and twenty-five cent (\$2.25) per hour over the contract hourly rate of pay. Nurses working an overlapping shift will be paid shift differential for the entire shift if a majority of the hours are worked on the second or third shift. Effective June 1, 2008, second shift differential shall be increased to one dollar and twenty-five cents (\$1.25) and third shift differential shall be increased to two dollars and sixty-five cents (\$2.65) per hour. Effective June 1, 2009, second shift differential shall be increased to one dollar and fifty cents (\$1.50) and third shift differential shall be increased to three dollars (\$3.00) per hour.

**9.2 Standby.** All nurses assigned to "standby" shall be paid standby pay for the hours awaiting call to work at the rate of three dollars (\$3.00) per hour. Effective June 1, 2008, standby pay shall increase to three dollars and twenty-five cents (\$3.25) per hour. Effective June 1, 2009 standby will increase to three dollars and fifty cents (\$3.50) per hour.

**9.3 Low Census On-Call.** If a nurse is called back to work while on standby status during low census, the nurse shall be paid a premium of time and one half (1½) times for all call back hours occurring during a period of low census with a minimum of two (2) hours of work.

**9.3.1 Callback.** For callbacks that do not occur during the nurse's regular shift and while on standby status, the nurse shall receive time and one-half (1½) for all hours worked with a minimum guarantee of two (2) hours of work.

- 9.4 Unscheduled Call.** A nurse shall be paid five dollars (\$5.00) per hour for unscheduled call.
- 9.5 Weekend Premium Pay.** Any nurse who works on a weekend shall receive two dollars (\$2.00) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for overtime calculations. For premium pay purposes, the weekend shall be defined as a forty-eight (48) hour period beginning on or after 7:00 p.m. Friday and ending on or before 7:00 p.m. Sunday.
- 9.6 Charge Nurse.** A nurse who is assigned by the Employer charge responsibilities shall receive an additional two dollars (\$2.00) per hour for being a day shift Charge Nurse. A nurse assigned by the Employer to be a charge nurse on the night shift shall receive an additional two dollars and fifty cents (\$2.50) per hour.
- 9.7 Work on Day Off.** Full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked.
- 9.8 Certification Pay.** Nurses who become certified (national certifications) shall receive one dollar (\$1.00) per hour premium for each first certification and an additional fifty cents (\$.50) for second or more certifications up to a maximum of two certifications.
- 9.9 Unscheduled Days of Work.** A premium of thirty five dollars (\$35.00) or time and one half (1½) whichever is greater for those shifts picked up after the scheduled has been posted.
- 9.10 BSN.** Nurses who have their BSN shall receive an additional fifty cents (\$.50) per hour premium.

## **ARTICLE 10- HOLIDAYS**

**10.1 Recognized Holidays.** Full-time employees are paid at their base rate times or a minimum of eight (8) hours for the following holidays:

New Years Day	January 1
President's Day	Third Tuesday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Floating Holiday	Any day of the year (excluding the month of December) providing employed full-time as of January 1 of that year.

**10.2 Work on Holidays.** All full-time employees who work between 12:00 a.m. and 11:59 p.m. of the actual holiday on the designated holiday will be paid their regular wages plus holiday pay based on scheduled hours with a maximum of twelve (12) hours of holiday pay. Supervisors of each department will decide whether an employee works on a holiday or has the holiday off. Part-time or

probationary employees will receive holiday pay equal to their regular pay only if they work on the designated holiday.

**10.2.1** Those nurses that regularly work twelve (12) hour shifts will receive twelve (12) hours of holiday pay.

## **ARTICLE 11- VACATION BENEFITS**

### **11.1 Vacation Schedule.**

Effective the first full payroll period following ratification of this Agreement, all full-time employees will accrue vacation as follows:

<u>Years</u> <u>Service</u>	<u>Accrual</u> <u>Per Hour</u>	<u>Max Hours Per Year</u>	
		<u>Including</u> <u>Holiday Pay</u>	<u>Max Days</u> <u>Per Year</u>
1-4	0.0400	2000	10
5-9	0.0609	1968	15
10+ Years	0.0829	1928	20

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

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

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

**11.4 Donation of Vacation Hours.** Vacation benefits may be donated to another employee or accepted by an employee only with the expressed consent of management, and a signed Direct Vacation Grant Form.

- a) Only those employees who have exhausted **all** of their personal vacation, floating holiday **and** sick leave benefits may be eligible to receive granted benefits time.
- b) All granted benefits time will be paid at the receiving employee's base rate at the time of use. No portion of granted benefits may be used in excess of the receiving employee's approved allowable leave.

- c) Donating employees may not make donations in excess of the receiving employee's normal work schedule (i.e.: nurses normally working a 36hr work week may not receive 40hrs worth of granted vacation benefit).
- d) Donating employees may not make donations that deplete their own personal vacation accruals below 40hrs.

## **ARTICLE 12 - SICK LEAVE**

**12.1 Accrual.** Full-time employees shall accumulate sick leave at the rate of .048 hours for each hour worked. The maximum accumulation of sick leave shall be limited to 480 hours per employee. Probationary employees do not accrue sick leave.

**12.2 Sick Leave.** Upon successful completion of the ninety (90) day benefits eligibility period The employee will be paid for sick leave as of the first day for the number of hours the employee was scheduled to work provided an absentee report is properly completed and turned in to the Payroll Clerk in the appropriate time frame.

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

**12.4 Donation of Sick Leave.** Employees will be allowed to donate sick leave to co-workers if

- (a) the donator's accrual is in excess of 384 hours
- (b) the donation does not result in the accrual going below 384 hours
- (c) donations of sick leave will be 1:1 ratio
- (d) compensation for donated hours shall be at the rate of the recipient

## **ARTICLE 13- MEDICAL BENEFITS**

**13.1 Medical Insurance.** Fulltime employees are eligible for the Employer's medical insurance coverage on the first day of the month following ninety (90) days of continuous full-time employment. The employee is responsible for contacting the Human Resources for the forms to sign up and must join the plan on or before the date they become eligible. The Hospital pays the entire single premium for full-time employees. If an employee wishes to enroll a spouse and/or dependents, they may do so at their own expense. The cost of spouse/family coverage will be deducted from the employee's check. Family coverage also must be signed up at the time of eligibility. New dependents may be added anytime during the year. Dependents may be dropped at open enrollment or during the plan year upon the occurrence of a qualifying event as outline in current IRS regulations. A copy of the medical insurance coverage offered may be obtained from the Payroll Clerk.

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

**13.3 Life Insurance.** Eligible employees shall participate in the Employer's group life insurance plan in accordance with the plan document.

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

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

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

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

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

**14.3 Family Leave.** As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position (same department, FTE and shift) at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations, and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

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

continue their group medical coverage provided the nurse pays the required monthly premium during the length of the leave.

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

**14.6 Jury Duty.** The Hospital will allow employees to use sick leave when they serve on jury duty on a day they were scheduled to work. The employee must make arrangements with the employee's supervisor in advance and submit an absentee report form. Pay received as jury pay must then be turned in to the Hospital and hours equivalent to the jury pay will be put back into the employee's accrued sick leave hours.

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

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

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

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

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

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

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

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

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

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

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

The function of the committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of three (3) representatives of management and three (3) staff nurse representatives. One of the management representatives shall be the Director of Nursing. All members of the Committee shall be employees of the Hospital. The Committee shall meet upon request but not more frequently than quarterly. An agenda for the meeting will be provided at least one (1) week in advance of the scheduled meeting date. Additional meetings may be scheduled by mutual consent.

## **ARTICLE 16- GRIEVANCE PROCEDURE**

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

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

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

### **Step 2. Director of Nursing**

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

### **Step 3. Hospital Administrator**

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

### **Step 4. Arbitration**

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing for arbitration within ten (10) calendar days following receipt of the Step 3 decision. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall have no authority to substitute his judgment for that of the Employer nor reverse the Employer's exercise of discretion in management decisions involving patient care. Each party shall bear one-half (½) of the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue

an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

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

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

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

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

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

### **ARTICLE 18- MANAGEMENT RIGHTS**

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

## **ARTICLE 19- GENERAL PROVISIONS**

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

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

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

## **ARTICLE 20- DURATION**

This Agreement shall be effective on the signing of this Agreement and shall remain in full force and effect until May 31, 2010, and annually thereafter unless either party serves notice on the other to amend or terminate the Agreement by giving written notice to the other party not less than ninety (90) days in advance of the expiration date.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2007

OKANOGAN DOUGLAS  
DISTRICT HOSPITAL

UNITED STAFF NURSES  
UNION, LOCAL 141 UFCW

\_\_\_\_\_  
Dale Polla  
Administrator

\_\_\_\_\_  
Marilyn Savage, RN, President

\_\_\_\_\_  
Debra Garrison

\_\_\_\_\_  
Annetta Truitt

**12-HOUR GUARANTEE  
ADDENDUM  
OR/PAR NURSES**

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

Productive Work:           Hours physically at hospital.  
Nonproductive Work:       Available for surgery callback (not physically at hospital).  
Regular Hours:            Monday through Friday, 0530 to 1730.

To satisfy this guarantee, a total of twenty-four hours per seven day week of productive work (including regular hours and callback hours) will be required. Nurses will be available to float from 0530 to 0930 at the discretion of the OR supervisor.

- Time and ½ will be paid for all call backs occurring between the hours of 1730 and 0530 on weekdays and on weekends between 1730 Friday and 0530 Monday.
- Standby pay will be paid to on-call staff as scheduled.

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

The following exceptions may be allowed with OR Supervisors approval.

EXCEPTION #1:        Provided no cases are scheduled on a weekday, the hospital agrees to pay OR staff a total of 8 hours for non-productive work and 4hours of productive work not to exceed 3 days in a work week. The OR Supervisor will notify payroll when Surgeons are not scheduled for a given day.

EXCEPTION#2:        After 24 hours have been met for the week, any hours worked on a day posted as the employee's day off will be converted to time and ½ provided the staff member accrues 24hrs of productive work between Sunday and Saturday of that work week. The OR Supervisor will notify payroll if OR Staff qualify for time and ½ for hours worked between 0530 and 1730 during an employee's previously scheduled day off.

EXCEPTION#3:        For every 6 hours of *extra* call, 1 hour will be credited towards productive time with OR Supervisors approval.

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

Weekend Premium (9.5) shall be paid between 1730 and 5:30 a.m. for those hours worked under the employee's normal job duties

Jury Duty- all hours attributed to Jury Duty will count as productive hours for the purpose of calculating guaranteed hours.