

# OPEIU LOCAL 8/ WILLAPA HARBOR HOSPITAL CONTRACT NEGOTIATIONS

## Tentative Agreement

December 15, 2023

### PREAMBLE

#### Hospital TA 7/21/23

This Agreement is made and entered into this 1st day of July ~~2023~~ ~~2020~~ by and between PACIFIC COUNTY HOSPITAL DISTRICT 2 OF PACIFIC COUNTY, WASHINGTON, ~~dba d/b/a~~ WILLAPA HARBOR HOSPITAL, hereinafter referred to as the EMPLOYER and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL ~~NO.~~ 8, AFL-CIO, hereinafter referred to as the UNION for the purpose of governing their mutual relations by fixing the following scales of wages, schedules of hours, working conditions and regulations affecting the members of the Union.

### ARTICLE 1

#### RECOGNITION

#### Hospital TA 7/21/23

Section 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time, ~~and regular~~ part-time and per diem employees employed by Willapa Harbor Hospital, excluding supervisors, managerial, temporary and confidential employees and employees represented by another Union. It is mutually agreed by the Employer and the Union that individual verbal or written agreements which would alter any provisions of this agreement must be entered into ~~in~~ writing between the Employer and the Union.

### ARTICLE 2

#### UNION SECURITY

#### Hospital TA 9/15/23

Section 2.1 NEW EMPLOYEES The Union Representative or ~~shop~~ steward will be allowed thirty (30) minutes during the orientation of new employees to meet with employees in their bargaining unit.

#### Labor TA 8/3/23 change from terminations to separation (Section 2.1.(a))

Section 2.1(a) DUES DEDUCTION During the term of this Agreement, the Employer shall deduct uniformly required 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. Such dues shall be transmitted to the Office and Professional Employees International Union Local ~~No.~~ 8, AFL-~~/~~CIO. Deductions shall be transmitted each month to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of union dues hereby undertake 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

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account of any deduction made from the wages of such employee. The Employer will furnish a list of new hires, home addresses, job titles, rates of pay, dates of hire and job titles, and dates of separation terminations as changes occur or upon request.

**Hospital TA 10/6/23**

Section 2.1(b) ROSTER Each month the Employer shall supply to the Union a list of all employees covered by this Agreement including their job title, department, rate of pay, employee status (full-time, part-time or per diem), date of hire, **and** shift, mailing address, phone number, work email address, personal email address (if available) and a list containing hours worked by each employee covered by this Agreement.

**Hospital TA 9/15/23**

Section 2.3 OPEIU LOCAL 8 PAC CHECK-OFF The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

A check payable to OPEIU Local #8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the Union at the same time the dues are transmitted. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

**Hospital TA 9/15/23**

Section 2.4 HARDSHIP FUND The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

A roster of all bargaining unit employees using payroll deduction for voluntary contributions to the Hardship Fund will be transmitted to the Union at the same time the dues are transmitted. One check will be made payable to OPEIU Local #8. It will include dues (Section 2.2(b)) and the deductions for the Hardship Fund. The two amounts shall be designated on the check memo line. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

ARTICLE 3

UNION BUSINESS

**Hospital TA 10/6/23**

Section 3.2 UNION REPRESENTATIVES The Union Representative of the Local shall be allowed admission to the Willapa Harbor Hospital at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized Union representatives shall confine

their activities during such investigations to matters relating to this Agreement. Such admission shall be after first notifying the Hospital Administrator or the Administrator Designee and investigation shall be conducted in a manner not to interfere with the normal and orderly operation of the Hospital.

## ARTICLE 4

### DEFINITIONS

#### Labor Withdraws: Return to CBA 9/15/2023 with the exception of the '-' and ','

Section 4.1(b) PART-TIME EMPLOYEE An employee who works less than forty (40) hours per week or eighty (80) hours in a two (2) week period but is regularly scheduled to work on a recurring basis. If a part-time employee is regularly scheduled 40 hours per week or regular scheduled 36 hours a week, 12-hour shifts, for four (4) consecutive months, the employee's status may be changed to regular full-time position, if mutually agreeable by the employer and employee. This status change would not require posting. This section would not apply if the worker, working additional hours to fill shifts temporarily while an employee is out on approved leave.

#### Labor TA ER proposals

Section 4.1(c) PER DIEM EMPLOYEE An employee who works on an as needed basis. May receive some scheduled days but not on a recurring basis. If a per diem employee is regularly scheduled for more than 16 – 24 hours per week or four (4) consecutive months, the employee's position shall be changed to regular part-time if mutually agreeable by the employer and employee. This status change would not require posting. This section would not apply if the worker, working additional hours to fill shifts temporarily while an employee is out on approved leave and posted as a job opening. With mutual agreement from the employee and employer when covering for an illness the term may be extended for up to twelve (12) months, with notification to the Union.

#### Hospital TA 9/15/23

Section 4.3(a) ON-CALL An employee who has been asked to remain available to the employer hospital in the event their employee's services may be needed.

#### Hospital TA 7/21/23

Section 4.4(b) DAY SHIFT The shift **se** designated by each Department Manager where the majority of the hours worked fall after 6:00 a.m.

#### Hospital TA 7/21/23

Section 4.4(c) EVENING SHIFT The shift **se** designated by each Department Manager where the majority of the hours worked fall after 2:30 p.m.

#### Hospital TA 7/21/23

Section 4.4(d) NIGHT SHIFT The shift **se** designated by each Department Manager where the majority of the hours worked fall after 11:00 p.m.

Labor proposals

Section 4.6 STRAIGHT TIME The term Straight ~~T~~time shall be defined as an employee's ~~straight time regular~~ hourly rate taken from the wage scale.

Hospital Counter Proposal 7/21/23 Labor TA 8/3/23

Section 4.10 STATUS Refer to whether an employee is full-time or ~~or twelve-hour shift,~~ part-time or per diem.

ARTICLE 5

GRIEVANCE AND ARBITRATION

Hospital TA 9/15/23

The Union and/or employee may challenge the Employer's interpretation or application of the specific provisions of this Agreement; provided that, the issuance of the complaint is taken up for settlement within ten (10) calendar days of the specific date which can most reasonably be associated with the date of origin of the complaint. The employee(s) and supervisor shall make a good faith effort to resolve the complaint informally. Such grievances shall be processed in the following manner:

Time limits set forth in this Article may be extended by mutual agreement between the parties.

- Step 1. The complaint must be taken up with the employee, Union steward and immediate supervisor within ten (10) calendar days. The immediate supervisor will respond within ten (10) calendar days from the date the complaint is presented. If the immediate supervisor's response does not resolve the complaint to the employee's satisfaction, the complaint shall be reduced to writing and presented to the Hospital Administrator or the Administrator's designee within ten (10) calendar days from receipt of the supervisor's response.
  
- Step 2. If the grievance is not resolved in Step 1, then the grievance may be submitted to the Administrator and/or Administrator designee within ten (10) working days from the meeting with the supervisor in writing, setting forth the detailed facts concerning the nature of the grievance, the contractual provisions alleged violated, and relief sought. Upon receipt of the written grievance, the Administrator and/or designee shall meet with the employee and/or Union representative within ten (10) working days of receipt of the written grievance. Within ten (10) working days after such meeting, the Administrator and/or designee shall set forth his/her answer in writing with a copy to the employee.
  
- Step 3. If still unresolved after Step 2, within ten (10) days either the Employer or the Union may refer the grievance to mediation. PERC shall be utilized for the mediation process.

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Step 4. If the grievance is not settled in Step 3, either the Employer or the Union may refer the issue to binding arbitration by written request stating the issue to be arbitrated within fifteen (15) working days following the written answer from the Administrator or Administrator designee. The parties shall attempt to select a disinterested party to serve as arbitrator. In the event the Employer and the Union are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) qualified and approved arbitrators. From such list the arbitrator shall be selected by the Union and the Employer alternately striking one name from the list until only one (1) name shall remain. The first selection shall be determined by coin toss.

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, or as otherwise agreed upon by the parties. The arbitrator shall confine 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 the jurisdiction and authorization only to interpret, apply, or determine compliance with the specific terms of this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. Any decisions within the jurisdiction of the arbitrator shall be final and binding upon the parties. The parties agree to make available to each other reasonably pertinent data as may be necessary to adequately examine the circumstances surrounding the grievance. The arbitrator shall have authority to effect compliance with this provision by requiring the production of such evidence.

The expense and fees incumbent to the services of the arbitrator shall be equally shared by the Employer and the Union.

ARTICLE 6

EMPLOYMENT PRACTICES

**Hospital TA 12/04/2023**

**Section 6.1 JOB POSTING** When a regular full-time, ~~or~~ part-time, or per diem job opening, or vacancy occurs, notice of such job shall be posted on the official employee bulletin board, in a prominent location within the affected department and in the Human Resource Office for at least seven (7) calendar days. Postings for internal or external position openings shall include job title, hours, hourly wage range, expected weekend work (rotating weekends or every weekend) qualifications and a brief description of duties. **All internal applicants must apply using the link on the Willapa Harbor Hospital website or Paycom within 7 days of this posting to be considered as an internal applicant.** **No external applicants will be considered until the seven (7) calendar days period has lapsed and all internal applicants have been reviewed and a decision made regarding their qualifications.** A temporary employee may be utilized in

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emergency during this notice.

The Employer may begin outside recruitment during the seven (7) calendar days<sub>2</sub> period but no referrals will be made to the hiring supervisor until current employees' applications have been reviewed and a decision made regarding their qualifications.

**Hospital TA 9/15/23**

**Section 6.2(b) REHIRING** Any former employee of the Employer who has retired or resigned from a position in good standing and is rehired with a break in service of no more than one (1) year will be placed on the OPEIU Local 8 negotiated wage pay scale at the highest step earned by that employee in that same pay scale classification during their last employment at the Employer. Once rehired, the Employee would advance along the pay scale steps according to the full-time, part-time or per-diem hours worked from that point on. Seniority shall begin accumulating as a new hire.

Any former employee of the Employer who has retired or resigned from a position in good standing and is rehired with a break in service of more than one year will be placed on the OPEIU Local 8 negotiated wage pay scale at two (2) complete pay scale steps lower than the highest step earned by that employee in that same pay scale classification during their last employment at the **Employer hospital**. The returning Employee shall not be placed at reduced steps if the highest earned step was at or below step six on the pay scale. In that case then **Section 8.11 RECOGNITION FOR EXPERIENCE** takes effect. Once re-hired, the Employee will advance along the pay scale steps according to the full-time, part-time or per diem hours worked from that point on. Seniority shall begin accumulating as a new hire.

**Labor TA 10/6/23**

**Section 6.3 TRANSFER/PROMOTION** An employee who requests and is granted a transfer or promotion to another job classification (title) in the same or a different bargaining unit within the **Employer Hospital** shall have the right to return to **the employee's his/her** former position during the first thirty (30) calendar days in the new position following a ninety (90) calendar day probation period which may be extended a maximum of thirty (30) additional calendar days by mutual consent of the employee and their manager with written notice to the Union. If an employee and manager have agreed in writing that the employee has completed their orientation period successfully prior to the 90 calendar days their 30 additional days will begin at that point.

Any employee who is hired into a transfer/promotion employee's position will do so with the understanding that the employee may opt to return to that position at any time during the above set forth time period.

If at anytime within the above set forth time period<sub>1</sub> the manager determines the employee is not meeting the expectation of the transfer/promotion position the manager can return the employee back to their previous position without recourse to the grievance procedure.

Employees on such a promotion or transfer and who are eligible for paid time off (PTO), extended illness bank (EIB), medical, dental, or other benefits shall receive such benefits

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uninterrupted.

**Hospital TA 7/21/23**

**Section 6.4** ~~TERMINATION~~ SEPARATION Upon completion of the probationary period, employees discharged by the Employer for other than just cause shall be given two (2) weeks' notice or two (2) weeks' pay in lieu of notice. Regular employees who desire to voluntarily terminate their employment shall give the Employer two (2) weeks' notice prior to the separation termination date selected and, if requested by the Employer, shall, during the period of notice, assist with the training of a replacement. No employee shall be discharged or disciplined except for just cause.

**Section 6.5 CORRECTIVE ACTION**

**Labor TA 9/22/23**

**Section 6.5(b)** The Employer shall provide a written policy with coordination and concurrence of the Union regarding discipline and adverse actions. The Employer shall apply a uniform, progressive discipline system including:

- 1) verbal counseling with a written record and scheduled review, if appropriate to the circumstances;
- 2) written warning notices for formal reprimands with a scheduled review, if appropriate to the circumstances;
- 3) performance improvement plans with a scheduled review; and
- 4) suspension where immediate discharge is not appropriate.

The level of discipline imposed is based on the act(s) that led to the discipline. Disciplinary steps may be by-passed if the verifiable nature of the offense is grave as described in the Employer's hospitals Safe Health Care and Work Environment section of the Code of Conduct. If appropriate to the circumstances and the particular disciplinary action, at each level of discipline, the employee shall be allowed sufficient time and opportunity to improve before further discipline is applied. An employee shall be requested to sign the written notices to indicate that the employee his/her comprehends the nature of the corrective action. Copies of these notices will be provided the employee at the time the formal corrective action is applied or shortly thereafter. Discipline is always subject to the grievance procedure.

**Hospital TA 11/06/23**

**Section 6.6 PERSONNEL FILES** The employee or Union Representative, if the employee so authorizes in writing, may examine the employee's personnel file with a representative of the Human Resource office in attendance during normal Human Resource office hours. Warning notices shall be placed in the personnel file and shall be brought to the employee's attention. Employees shall have the right to review and comment on warning notices. Such warning notices shall normally be retained in the employee's personnel file for a period of eighteen (18) ~~twenty-four (24)~~ months from the date of the most recent similar or same such notice.

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Provided that if an employee sustains further disciplinary action during the eighteen (18) ~~twenty-four (24)~~ month period, for a comparable infraction, the warning notice shall be retained in the employee's personnel file until the employee's performance is satisfactory for a period of eighteen (18) ~~twenty-four (24)~~ consecutive months from the date of the last disciplinary action. At such time the warning notice shall be removed from the employee's personnel file.

Labor TA 9/22/23

Section 6.9 YEARLY PERFORMANCE EVALUATIONS The performance of each employee will be evaluated with the employee at three (3) months or 520 hours for a part-time employee after date of hire and as needed during the employee's probationary period, and annually thereafter. The employee shall have the opportunity to make oral and/or written comments about the evaluation. Evaluations shall not contain disciplinary material not previously discussed with the employee.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Hospital TA 9/15/23

Section 7.1(b)(2) WORKDAY The basic workday for the twelve (12) hour employee will be twelve and one-half (12 ½) consecutive hours; within those hours will be three fifteen (15) minute breaks and a one-half (1/2) hour lunch period, away from the floor on the employee's own time. If not relieved of duties and unable to leave the floor, the meal period shall be paid to the employee by the Employer Hospital. The thirty (30) minute meal period shall fall before 1330 for the day shift and 0130 for the night shift. It is understood that it is the responsibility of the charge nurse to schedule breaks and lunch periods.

Hospital TA 9/15/23

Section 7.2 OVERTIME PAY Overtime shall be compensated at the rate of one and one-half (1 ½) times the normal hourly rate of pay for all time worked beyond the normal workday or workweek. All overtime must be approved by the immediate supervisor or the supervisor designee. Overtime shall include shift differential, if applicable.

Hospital TA 7/21/23

Section 7.2(c) Any falsification of sick time (unscheduled PTO for sickness) by an employee who has worked an extra shift is, ~~of course~~, subject to progressive discipline. This in no way implies that the department manager will not take progressive disciplinary steps as outlined in this "Agreement" if the employees do not complete their scheduled workday or work week due to accepting unscheduled shifts and then calling in unable to work their scheduled shifts unless authorized by their Department Manager.

Hospital TA 7/21/23

Section 7.4 MEAL The established meal period will be one-half (1/2) hour. Employees will not be required to take their meal period until at least three hours after starting work and no later than three hours before quitting time unless mutually agreed upon between the employee and their supervisor.



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The basic workday shall include an uninterrupted thirty (30) minute meal period on the employee's own time. If during this time the employee's meal period is interrupted by a recall to duty, the meal period shall be paid at the overtime rates in accordance with Article 7, Section 7.2 OVERTIME PAY.

### Labor TA 12/8/23:

Section 7.5 MONTHLY SCHEDULE The monthly work schedule shall be posted by the 20<sup>th</sup> of the preceding month, or if possible, as early as the 15<sup>th</sup> of the preceding month. Routine scheduling preference for choice of days and shifts shall be given according to Section 13.1 and 13.3(a) (1) within each status: full-time or twelve-hour shift, part-time and then per diem, unless more senior employees specifically request in writing to be scheduled for less hours. The **e**Employer has the right and obligation to schedule available staff such that overtime is not incurred if possible. If the Employer is unable to fill all shifts the schedule will be posted with the available shifts clearly marked. It is the responsibility of all employees to review this schedule. The schedule will be **electronically sent mailed** to all per-diem employees. If more than one available employee signs up for this shift the shift will be given to the employee based on seniority: part-time, per diem and then full-time. If Overtime is required the shift will be given to the most senior full-time and then the most senior part-time employee. Shifts becoming available with more than 24 hours notice will be filled as described above. Shifts available with less than 24 hours notice will be filled according to Section 8.10(a) WORK ON AN UNSCHEDULED DAY. **The Employer will try to keep Full-Time and Part-Time shifts consistent.**

### Hospital TA 9/15/23

Section 7.5(a) SCHEDULING AND CALL-IN PRIORITY This section applies to both scheduling with more than 24 hour notice per Section 7.5 MONTHLY SCHEDULE and call-in with less than 24 hour notice per Section 8.10(a) WORK ON AN UNSCHEDULED DAY.

The employer has the right and obligation to schedule and call-in available staff such that overtime and Section 7.6 REST BETWEEN SHIFTS premium pay is not incurred, if possible. No other premium pays affect this section.

The appropriate preference for choice of days and shifts and policy for call-in based on seniority within each status shall be followed excepting that the initial pass through shall skip employees that would incur overtime or rest between shifts premium pay. Pursuant passes through the appropriate seniority within each status shall include those employees previously skipped on the initial attempt at staffing.

### Hospital TA 11/3/23

**NEW Section 7.5(b) ADDITIONAL SHIFT NOTIFICATION FOR NURSING A mass text will be sent to all nursing department specific employees available for a shift, at one time. The Employer will then allow a two-hour window for staff to respond. At the end of the two-hour time period, the employee who responded to the nurses' desk with the most seniority will be given the open shift. Telephone Pay [Section 8.6(a)] does not apply when contacted for additional shifts.**

If additional staff is requested due to staffing guidelines and time is of the essence during the current shift, the most senior person to notify the nurses' desk in 30 minutes shall be awarded the shift.

**Hospital TA 10/6/23**

NEW Section 7.5(c) When possible, the Employee shall notify the Employer at least two (2) hours in advance of the employee's scheduled day shift or three (3) hours in advance for evening and night shifts, if the employee is unable to report for duty as scheduled.

**Hospital TA 9/15/23**

Section 7.6 REST BETWEEN SHIFTS Only Full-Time or Part-Time Employees shall be eligible for this section. Employees shall have an unbroken rest period of twelve (12) hours between shifts unless requested by the employee. Any time worked without twelve (12) hours rest between shifts or ten (10) hours rest between shifts for twelve (12) hour shift employees, excluding overtime, shall be paid at the time and one half (1 ½), the normal rate continuing until completion of such twelve(12) or ten (10) hour rest period as applicable. This provision does not apply to those employees who are performing standby per 4.3(c) standby call.

Night shift employees who are regularly scheduled to work a twelve (12) hour shift will have a minimum of forty-eight (48) hours off between blocks of shifts. If the employee does not receive a minimum of forty-eight (48) hours off between blocks of shifts, the employee will be paid a sleep day unless less than a minimum of forty-eight (48) hours off between blocks of shifts occurs because of a requested day off by the employee or the employee requests an additional shift.

**Hospital TA 7/21/23**

Section 7.7 WEEKENDS The Employer will make a good faith effort to schedule all full-time and part-time employees two (2) weekends off out of each four (4) consecutive weekends. If staffing allows, effort will be made to schedule every other weekend off.

In the event a full-time or part-time employee is required to work either day of the weekend on three (3) successive weekends all time worked on the third and successive weekend shall be paid for at the rate of one and one-half (1 ½) times the normal rate of pay. This Section shall not apply to part-time employees or to full-time employees who voluntarily agree to more frequent weekend duty (See Section 1.1 RECOGNITION). The weekend shall be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday and Saturday night. **See Letter of Understanding and Addendum I.** Signed waivers will no longer be ~~be no longer~~ in effect if the employee changes job classification and or job status.

ARTICLE 8

SALARY AND COMPENSATION

Section 8.1 WAGES (REPLACES ALL OF SECTION 8.1 IN CURRENT CONTRACT)

**Hospital TA 12/15/23**

Effective January 1, ~~2024~~ ~~2021~~, the wages of each employee and each contract wage category shall be increased by ~~three~~ ~~two~~ and ~~quarter~~ percent (~~3~~ ~~2.25~~%).

Effective January 1, ~~2025~~ ~~2022~~, the wages of each employee and each contract wage category shall be increased by ~~four~~ ~~two and a quarters~~ percent (~~4~~ ~~2.75~~%).

Effective January 1, ~~2026~~ ~~2023~~, the wages of each employee and each contract wage category shall be increased by ~~three~~ ~~two and three quarters~~ percent (~~3.75~~ ~~2.75~~%).

**Hospital TA 10/6/23**

Effective January 1, ~~2024~~ ~~2021~~ the following job classification will receive across the board market adjustments per hour increases: before across the board increases:

**Hospital TA 10/6/23**

Effective January 1, ~~2024~~ ~~2021~~ the following job classification will receive across the board market adjustments per hour increases:

- Medical Lab Technician-\$2.00 T/A
- Medical Technologist (ASCP) (AMT) - \$2.00 T/A
- Lead Medical Technologist (ASCP) - \$2.00 T/A
- Certified Nurse Assistant - \$1.50 T/A
- Lab. Assistant/Phlebotomist - \$1.50 T/A 11/3/23

**Hospital TA 12/15/23**

**Pharmacy Proposal**

Effective January 1, 2024, restructure of the Pharmacy Department. Create the following positions.

<u>Position:</u>	<u>Starting Wage:</u>
<u>Pharmacy Tech I</u>	<u>\$21.60 TA 11/6/23</u>
<u>Pharmacy Tech II</u>	<u>\$22.60 TA 11/20/23</u>
<u>Pharmacy Tech III</u>	<u>\$23.60 TA 11/20/23</u>
<u>Pharmacy Lead Tech</u>	<u>\$25.60 TA 12/15/23</u>

**Hospital TA 9/15/25**

Effective January 1, 2024, the 'START' column shall be eliminated from the contract. 3 Mos column shall be the renamed START.

**Hospital Proposal 9/15/23 New Job Titles:**

**Effective January 1, 2024, rename the job titles in the Laboratory Department.**

**Current**

- **Lead Medical Technologist**
- **Medical Technologist**
- **Certified Lead Coder/Abstractor**

**Proposed**

- **Lead Medical Laboratory Scientist**
- **Medical Laboratory Scientist**
- **Certified Lead Coder Analyst**

**Labor TA wage changes for Patient Registration Clerk and Diagnostic Sonographer 9/21/23**

Effective January 1, ~~2024~~ ~~2021~~ the following job classification will receive across the board market adjustments per hour increases:

- **Patient Registration Clerk wage scale to match Clinic Medical Receptionist wage scale**
- **Diagnostic Sonographer \$2.00**

**Hospital TA 12/15/23**

**Effective January 1, 2024, Step 21, 24, 26, 28, 29 and 30 will be added to the wage scale. Each Step after Step 20 shall be separated by 1.5%.**

**Hospital TA 9/15/23**

Section 8.1(b) Each salary increment set forth above shall become effective the beginning of the pay period following the pay period in which the employee has completed 2080 hours for full-time employees and 1872 hours **for 12-hour shift employees** or twelve months whichever comes last, ~~for 12-hour shift employees,~~ **paid** time off (PTO), extended illness bank (EIB), overtime, call-back, plus five percent (5%) of standby hours shall be included for part-time employees.

A **regular benefited** part-time employee shall **receive-share** benefits on a pro rata **eda** basis based on hours worked; provided that, in lieu of all fringe benefits except for shift differential and weekend premium, a part-time employee may elect a fifteen percent (15%) salary differential over and above **the employee's his/her** current rate of pay. This election must be made in writing to the Human Resource Office one month prior to the effective date of the option or within the first ten (10) days of employment. A per diem employee shall also receive a fifteen percent (15%) salary differential over and above **the employee his/her** current rate of pay.

**Labor accepts Hospital Proposal (10/30/23)**

Section 8.2(a) SHIFT DIFFERENTIAL Employees working the evening shift (See Section 4.4(c) EVENING SHIFT) shall be paid two dollars and **seventy-five fifty** cents (**\$2.75 50**) per hour in addition to the straight-time hourly rate of pay for hours worked on such shift and employees working the night shift (See Section 4.4(d) NIGHT SHIFT) shall be paid three dollars **and twenty-five cents** (**\$3.25 00**) per hour in addition to the straight-time hourly rate of

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pay for hours worked on such shift.`

**Labor accepts Hospital Proposal (10/30/23)**

Section 8.2(c) WEEKEND PREMIUM Employees who work weekend shifts shall be paid at three dollars ~~three dollars~~ **and twenty-five cents. (\$3.25 00)** per hour in addition to their normal rate of pay. For night shift employees, this would be Friday 6:00 p.m. to Sunday 6:00 a.m. For day shift, Saturday 6:00 a.m. to Sunday 6:00 p.m. For swing shift employees it would be Saturday and Sunday 3-11.

**Labor TA 11/20/23:**

Section 8.4 RESPONSIBILITY PAY A senior employee required to cover for their supervisor or manager for a calendar period of two (2) or more **consecutive work** days will be paid a premium of **one and three quarters (\$1.75)** per hour for responsibility pay in addition to the normal hourly rate of pay retroactive to the first day of coverage. An employee who is assigned extra administrative responsibilities as defined by management will not have supervisory authority. These supervisory responsibilities include hiring, firing, discipline and evaluating employee performance. Consecutive days will ~~include~~ **be on days regularly worked by supervisor or manager (holidays and weekends should not be considered a break in consecutive days) Friday, Monday and Tuesday if the employee is essentially on-call during Saturday and Sunday.** This will only be paid on hours worked by responsible employee; no additional premium paid on PTO or EIB hours.

Any C.N.A. (who is paid at the job classification of C.N.A.) who is asked to monitor the telemetry in no less than thirty (30) minute increments for each occurrence shall be paid an additional dollar (\$1.00) per hour.

**Labor Withdraws; all but the removal of the date. (Effective January 1, 2021) 12/04/2023**

Section 8.4(a) TRAINING PAY ~~Effective January 1, 2021,~~ Employees being assigned to train an employee on departmental processes and procedures, equipment, programs and/or to check off knowledge per the departmental job manual, shall receive one dollar (\$1.00) per hour premium pay for all training hours.

**Hospital TA 12/15/23**

Section 8.6 ON-CALL/STANDBY PAY ~~Effective July 1, 2014, e~~ Employees placed on-call or on standby status off Hospital premises shall be compensated at a rate of **four dollars (\$4.00 3.75)** per hour except on holidays when the standby/on-call rate shall be **four and a quarter dollars (\$4.25 00)** per hour. Employees on standby will be provided cell phones if needed.

**Hospital TA 11/20/23 (ok w/hyphens)**

Section 8.6(a) TELEPHONE CALL PAY Employees who are reached by telephone or radio while off duty or while on-call/standby status and engage in any work related discussions or perform any work will be paid a minimum of one fifteen (15) minutes or actual time worked (whichever is more) at their regular rate of pay. However, if an employee is called more than one time in the same fifteen (15) minutes minimum allowed, the employee will only be paid for one (1) fifteen minute period. If the employee is on-call/standby status, telephone call pay will be in addition to the call/standby rate. Employees are required to record and report all time worked.

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**Section 8.7 CALL-BACK PAY** Employees called back to work after the completion of their regular workday or from standby status shall be compensated at a rate of double time the normal rate of pay. Call-back shall be paid in addition to any standby pay. When called back, the employee shall receive callback pay for a minimum of one (1) hour. Travel time to and from the **Employer Hospital** shall not be compensated with call-back pay. Double time shall be paid for any time actually spent in callback for surgery call and shall be compensated at a rate of double time the normal rate of pay for the employee concerned for the minimum of two (2) hours and shall be paid in addition to the regular rate of standby call. This pay will not include weekend premium and shift differentials due to being compensated at double the straight time rate of pay.

**Hospital TA 9/15/23**

**Section 8.8 CALL-IN ON A SCHEDULED DAY** By mutual agreement, a called off employee may be placed ON-CALL. An employee called in to work from on-call status who was called off shall receive their normal rate of pay with applicable premiums for all hours worked, unless the employee was called in during or less than two (2) hours prior to the start of their standby shift; in which case they shall receive time and one-half (1 ½) their normal rate of pay for the first two (2) hours worked. Travel time to and from the **Employer Hospital** shall not be considered time worked. On-call pay shall cease once the employee reports to work.

An employee who is cut for low census and who is not offered the opportunity to be on-call shall be called in first if the Employer determines the need to fill that shift. Sections 7.5 and 8.10(a) shall apply as appropriate to all other call-ins.

**Hospital TA 9/15/23**

**Section 8.9 CALL-IN ON AN UNSCHEDULED DAY** A full-time, part-time or per diem employee placed on-call on an unscheduled day shall receive on-call pay as in **Section 8.6 ON-CALL/STANDBY PAY**. Employees called into work from on-call status shall receive time and one-half (1 ½) their normal rate of pay for the first two (2) hours spent after being called-in. Straight time shall be paid for any additional hours. Travel time to and from the Hospital shall not be considered time worked. On-call pay shall cease once the employee reports to work.

**Hospital TA 9/15/23**

**Section 8.10(a) WORK ON AN UNSCHEDULED DAY** A full-time or part-time employee who is called to work on a regularly scheduled day off with less than twenty-four (24) hours' notice shall be compensated at one and one-half (1 ½) times the normal rate of pay for the entire shift with a minimum pay of two (2) hours. If the employee requests a LCD (low census day), during that pay period, one and one-half (1 ½) times the rate of pay will not be granted for work on an unscheduled day. Work on an unscheduled day will not mean exchange of days for the employee's convenience, or an agreement to work on an unscheduled day in advance. The policy for call-in will be as follows: per-diem and then full-time and then part-time based on seniority within each status. Per-diem employees do not receive one and one-half (1 ½) times pay under **Section 8.10(a), WORK ON AN UNSCHEDULED DAY**. Full-time employees will not accept additional work on an unscheduled day if it requires leaving a vacancy in their regular full-time position.

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Qualified **E**mployees already on shift that day shall be included in the seniority call list unless they can't fill two positions at once. Only normal OT provisions shall apply for this scenario per Section 7.2, OVERTIME PAY.

If full-time and part-time employees have had their hours mandatorily reduced by the **Employer Hospital**, these employees will be offered the call-in hours first (full-time then part-time) before calling in any per-diem, or other full-time or part-time employees that have not had their hours mandatorily reduced by the **Employer hospital**. The employee will be compensated at their regular rate of pay, plus any shift differential that may apply, the one and one-half (1 ½) times pay will not be applicable, if the call-in hours are accepted. This exception to Section 8.10(a) will only be applicable, if employees have had their hours mandatorily reduced by the **Employer hospital**.

### **Hospital TA 11/3/23**

Section 8.11(a) CREDITED EXPERIENCE For purposes of Section 8.11 RECOGNITION FOR EXPERIENCE, Credited Experience for LPN's, and C.N.A.'s **and MA's** is defined as an individual's continuous years of clinical experience in an accredited acute care **setting facility**. Credited experience for LPN's, MA's, and C.N.A.'s for a clinic position is defined as an individual's continuous years of clinical experience in a clinic setting. For all other employees, Credited Experience is defined as an individual's continuous years of experience within a particular job title. Employees with continuous years of patient care experience in a non-acute care setting shall receive one year for each two years of Credited Experience.

### **Hospital TA 11/3/23**

Section 8.11(b) ALLOWANCE FOR CREDITED EXPERIENCE The Employer may allow up to one year for each year of Credited Experience up to level six (6) of the wage scale. Employees with continuous years of patient care experience in a non-acute care setting shall receive one year for each two years of Credited Experience. For placement above level six (6) of the wage scale, the Employer may allow up to one year for each two years of Credited Experience.

### **Hospital TA 9/15/23**

Section 8.12 EDUCATION FUND Education funds will be approved when finances permit for all employees to choose courses/seminars that fulfill licensing and certification requirements or enhance their function within the **Employer Hospital**. Such courses/seminars may be by correspondence, **web-based classes** or in-person. The purpose of education is to strengthen the **Employer Hospital**. It is the employee's responsibility to ensure the employee meets the education timelines to fulfill licensing and certification requirements. When finances permit, the **Employer Hospital** shall pay for at least one class per year, per employee. The expense for motel, meals and mileage will be negotiated.

### **Hospital TA 10/6/23**

Section 8.15 PAY Existing Employee earnings will be made available as of 9:00 a.m. on payday Fridays, **either by direct deposit or with a manual check.** Employees hired after ratification will have earnings paid using direct deposit only.

ARTICLE 9

ANNUAL LEAVE (PTO)

Labor agrees with 12/15/23 proposal (changes are dates, word additions(blue) /removals(red) and comma).

Section 9.1 PAID TIME OFF ~~As of January 1, 2009~~ Paid time off consists of vacation, holiday, birthday holiday, and floating holiday and sick leave benefits will be combined into paid time off (“PTO”) benefits. Employees will be eligible to take accrued PTO time after successfully completing the required probationary period. Full-time and eligible part-time employees accrue PTO on all compensable hours (including 5% standby hours) from date of hire up to the maximum accruals, in accordance with the following schedule.

Calendar Years of Service Completed	Accrual Per Hour	Maximum Hours Accrued/Pay Period	Maximum Hours Accrued/Year	Maximum Accrual	From Vacation	From Holiday	From Sick Leave
0-3	0.1038	8.3076	216	432	80	88	48
4-7	0.1231	9.8462	256	512	120	88	48
8-10	0.1269	10.1538	264	528	128	88	48
11-12	0.1423	11.3846	296	592	160	88	48
13-20	0.1615	12.9230	336	672	200	88	48

• (12 Hour Shift Chart)

Calendar Years of Service Completed	Accrual Per Hour	Maximum Hours Accrued/Pay Period	Maximum Hours Accrued/Year	Maximum Accrual	From Vacation	From Holiday	From Sick Leave
0-3	0.1154	8.3088	216	432	80	88	48
4-7	0.1368	9.8496	256	512	120	88	48
8-10	0.1411	10.1592	264	528	128	88	48
11-12	0.1582	11.3904	296	592	160	88	48
13-20	0.1795	12.9240	336	672	200	88	48

**Hospital TA 9/15/23**

Section 9.1.1 ACCRUAL The hourly accrual rate (“accrual per hour”) for a Full-Time Employee is determined by dividing the maximum hours accrued per year by 2080. For a Full-Time 12-Hour Shift employee, it is determined by dividing the maximum hours accrued by 1872 hours.



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For a Full-Time Employee the maximum number of hours that can be accrued is based on eighty (80) eligible hours per pay period. For a Full-Time 12-Hour Shift employee the maximum number of hours that can be accrued is based on seventy-two (72) eligible hours per pay period. In the event an employee does not use [the employee his/her](#) available PTO by the end of the calendar year, the employee may carry over the unused time to the next year. However, if the total amount of unused PTO time reaches the “maximum accrual” outlined within the above schedule, the employee’s PTO accruals will stop unless the employee gives written notice to the Employer at least one (1) pay period in advance of reaching the maximum accrual that he or she would like a set amount transferred to the employees EIB account. When the employee uses this PTO again and the available amount falls below the “maximum accrual” the employee’s PTO accruals will resume.

### **Hospital TA 10/6/23**

**Section 9.1.4 CASH OUT OF PTO** An employee may cash out a maximum of one hundred sixty (160) hours of PTO per calendar year so long as any cash out does not make the employee’s PTO bank fall below a minimum of forty (40) hours. A maximum of eighty (80) hours may be cashed out in a given pay period. Cash out of PTO will include evening and night shift differentials, [if applicable](#), based on the majority of your regular monthly schedule. Weekend Premium is not included.

### **TA 12/15/23**

#### **Section 9.2 HOLIDAYS**

**Section 9.2.1 HOLIDAY WORKED** Any employee working on the following holidays will be paid one and one-half (1 ½) times the normal rate of pay for the hours scheduled and worked: New year’s Day, [Martin Luther King Day](#), President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. If an employee works on a holiday, the employee will be allowed to schedule a day off within thirty (30) days of the holiday.

### **Hospital TA 9/15/23**

**Section 9.2.3 HOURS OF HOLIDAY** ~~Christmas-December 24, 11:00 p.m. to December 25, 11:00 p.m. New Year’s Day-December 31, 11:00 p.m. to January 1, 11:00 p.m.~~ All **other** holidays [are](#); 11:00 p.m. the day before to 11:00 p.m. the day of the holiday. The Employer will continue its pay practice of paying weekend differential, shift differential and holiday premium on a majority of shift basis.

### **TA 12/15/23 (REPLACES CURRENT SECTION 9.3)**

**Section 9.3 SCHEDULED PTO** Employees shall be eligible to take accrued PTO time for scheduled vacation and other personal needs after completing the required probationary period. Such time shall be scheduled in such a way as it will least interfere with the function and workload of a particular department and must be approved in advance in accordance with Employer policies and be approved by the employee’s manager. Seniority, as defined in [Section 13.1, SENIORITY/BENEFIT ACCRUAL](#), from the most recent date of employment, shall prevail.

### **TA 12/15/23**

**NEW Section 9.3.(a) PTO REQUEST Annual Requests will be submitted in writing by**

February 15, for the vacation period of May 1 of the current year through April 30 of the following year. The Employer will notify the employees in writing of approved or denied requests no later than March 15. PTO requests with more than two (2) weeks off will be reviewed to ensure adequate staffing can be met.

After the Annual Request Period, all requests will be made in order of seniority; however, no employee's request shall override another employee's approved time, regardless of seniority. Employees are encouraged to schedule appointments outside of their scheduled workday.

Responses to all requests following February 15<sup>th</sup>, of the current year, will occur on a month-to-month basis as follows: Requests made between the 1<sup>st</sup> and the 10<sup>th</sup> will be responded to by the 20<sup>th</sup> of that month. Any request made between the 11<sup>th</sup> and the last day of the month will be responded to by the 20<sup>th</sup> of the following month. Requests for vacations on or after May 1 of the following year will be considered as part of the next annual request period; therefore, no response is needed until March 15 of the following year. In the event of conflicting requests by employees for vacation time, seniority shall prevail. Seniority shall not affect already approved vacations.

If the hospital has to revoke an approved vacation, and an employee suffers a financial loss (i.e. airfare, lodging) the employee will be reimbursed by the Employer when the employee submits receipts of said loss.

#### TA 12/15/23

NEW Section 9.3.(b) Request for PTO. The Employer will make a good faith effort to accommodate requests for PTO. An employee whose PTO request is denied may request an explanation for the denial (in writing or via Paycom).

#### Hospital TA 9/15/23

Section 9.7 DONATION OF PTO Employees shall be entitled to donate unlimited hours of PTO to a co-worker who, due to an extended health crisis, family emergency or monetary need has exhausted all but forty (40) hours (except when separating employment) of their PTO. PTO which has been donated shall be paid to the employee in need using the following format: PTO shall be paid to the employee in need at the hourly rate of the employee who donated it.

## ARTICLE 10

### EXTENDED ILLNESS BANK LEAVE

#### Hospital TA 7/21/23

Section 10.1 ~~As of January 1, 2009, the Employer will implement an Extended Illness Bank, (EIB).~~ The Extended Illness Bank will be used to supplement PTO for long-term personal illnesses or injuries which prevent employees from performing the essential functions of their job.

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**Hospital TA 9/15/23**

Section 10.5 EIB may be accessed for the use of qualifying purposes for the Employee or for family members after sixteen (16) hours of PTO use for continuous illness or for all pre-approved medical leaves. Employees may use EIB hours immediately due to absences for the same related illness within the current year, where the sixteen (16) consecutive hours covered by PTO has already been met. As an example, unrelated instances of colds or flu would not be applicable. For purposes of Article 10, EXTENDED ILLNESS BANK, qualifying purposes include:

- a) a non-work incurred illness or injury which has incapacitated the employee from performing normal duties;
- b) for disability due to pregnancy or childbirth;
- c) additional unused EIB may be taken annually for illness or injury of the employee's family member ~~spouse or parent~~ that requires the employee to be absent from work in order to care for them.

The Employer reserves the right to require reasonable proof of illness. Abuse of EIB will be grounds for disciplinary action.

**Hospital TA 9/15/23**

Section 10.6.3 Employees may use EIB hours immediately if, they are directed by the Infection Control Nurse ~~/~~ or the Infection Control Nurse designee not to come to work or to leave work based on communicable disease considerations.

**Hospital TA 12/8/23**

Section 10.7 DONATION OF EIB ~~Each e~~ Employees shall be entitled to donate a maximum of 80 hours of EIB per year to co-workers who, due to an extended health crisis, family emergency or monetary need, ~~have exhausted all of their EIB.~~ The employee who makes the donation must be able to retain at least 80 hours (except when separating employment\*) of EIB in their own bank. EIB which has been donated shall be paid to the employee in need using the following format: EIB shall be paid to the employee in need at the hourly rate of the employee who donated it.

**\*Members can only donate hours to a co-worker who is experiencing an extended health crisis, family emergency or monetary need.**

ARTICLE 11

HEALTH, WELFARE AND PENSION

**Hospital TA 9/15/23**

Section 11.1(a) ELIGIBILITY Participation in the Plan is open to all full-time, ~~or~~ part-time and per diem employees of the Employer.

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### Hospital TA 9/15/23

#### Section 11.1(b) EMPLOYEE ELECTIVE CONTRIBUTIONS

- Contributing employees may elect under an Elective Deferral Agreement to have the employee his/her compensation reduced by 1% (if 1% is less than \$25.00 the employee would have the minimum of \$12.50 deducted per pay period), 2%, 3%, 4%, etc, or the minimum of \$12.50 per pay period. The amount of such reduction shall be contributed by the Employer to a 403(b) Tax Sheltered Account on behalf of the Contributing Participant.
- There will be a special entry date for the initial enrollment period. Plan Entry dates shall then be the first business day of the first and seventh month (January and July) of the plan year.
- Participants can modify their Elective Deferral Agreement on the first business day of January or July of each plan year.
- Participants may terminate their Elective Deferral Agreement during the year. They can enter into a new Elective Deferral Agreement on any plan entry date.
- Deferrals shall be allowed up to the maximum permitted by current IRS regulations for each year.

### Labor's accepts Hospital Proposal on 11/3/23

Section 11.1(c) EMPLOYER CONTRIBUTIONS The Employer shall make a contribution to the accounts of all full or part-time participants for each pay period they defer to the plan. The employer contribution shall be 100% immediately vested.

#### Employees making a minimum contribution of one percent (1%)

- ~~Effective January 1, 2019,~~ Effective January 1, 2025, the Employer shall make a contribution of ~~four three and one half~~ percent (~~4 3.5~~%) of compensation to the accounts of participants for each pay period they defer one percent (1%) or more to the plan. The employer contribution shall be one hundred percent (100%) immediately vested.

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

- ~~Effective January 1, 2019,~~ Effective January 1, 2025, the Employer shall make a contribution of ~~five and one half~~ (~~5.5 4.5~~%) of compensation to the accounts of participants for each pay period they defer three percent (3%) or more to the plan. The Employer contribution shall be one hundred percent (100%) immediately vested. The option for one percent (1%) deferral is still available.

### Hospital TA 9/15/23

Section 11.2(a) PREMIUM INCREASES At the annual renewal date if premium costs to the Employer increase above fifteen percent (15%) for the Hospital's Plan of Choice or the

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Hospital's Alternate Plan the first year of this Agreement, the Employer and the employee shall split any premium amount above fifteen percent (15%) on a fifty-fifty (50/50) basis; however, an employee shall not be required to pay more than seventy-five dollars (\$75) per month toward the employee's portion of the premiums. The Employer will inform the Union if it appears there will be an increase above fifteen percent (15%). ~~In the second year of this Agreement, the percentage shall be fourteen percent (14%) and in the third year of this Agreement, the percentage shall be thirteen percent (13%).~~

~~At the annual renewal date if premium costs to the Employer increase above ten percent (10%) for the Hospital's Alternate Plan (higher end plan), the Employer and the employee shall split any premium amount above ten percent (10%) on a fifty-fifty (50/50) basis; however, an employee shall not be required to pay more than seventy-five dollars (\$75) per month toward the employee's portion of the premiums. The employer will inform the Union if it appears there will be an increase above ten percent (10%).~~

Labor withdraws proposal (11/3/23), with change to Employer that was already agreed to on 9/15/23

Section 11.2(b) MODIFICATIONS TO PLAN Participation in the Hospital's group health insurance program shall be subject to specific plan eligibility requirements. Eligible employees may select dependent coverage (see Section 11.8 DEPENDENT COVERAGE) at an additional cost to the Employee. If the current provider of a group health insurance plan informs the Hospital that it intends to modify or alter any benefit or provision of an existing plan, the Hospital shall meet with the Union to give the employees the opportunity to express which of the proposed alternatives the Employees would like the Hospital to select before selecting a revised plan. The Hospital shall not be required to continue to provide benefits that are no longer included in the provider's revised options. If the Employer Hospital chooses to select or provide an alternative plan(s) with a different provider, the Employer Hospital must bargain with the Union prior to the implementation of the change.

### Hospital TA 9/15/23

Section 11.4 TESTING The Employer Hospital shall arrange to give tuberculin skin tests and other tests as required by State law at no cost to the employees. All covered employees shall annually be permitted a routine "Comprehensive Metabolic Panel," CBCs, chest x-rays, urinalysis and EKG only during normal working hours of the laboratory. (The cost of interpretation of such EKG shall be borne by the employee.)

### 11/20/23 Hospital TA effective date removal.

Section 11.5 VISION PLAN ~~Effective January 1, 1990,~~ The Employer shall provide a Vision Plan with the cost for employee coverage borne by the Employer Hospital. Each employee covered by the plan who elects dependent coverage will pay the balance of the monthly premium for said coverage. The benefits will be the closest comparable plan available by the medical provider.

### Labor accepts the Hospital's 10/6/2023 proposal

Section 11.8 DEPENDENT COVERAGE The Employer will pay ~~\$70.00~~ \$400.00 per month for full-time employees to the hospital plan of choice and ~~\$55.00~~ \$300.00 for regularly scheduled

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part-time employees who do not elect pay in lieu of benefits and who work 104 hours per month or more for the employees spouse or family portion of the plan. If the Employee chooses the alternatives plan, then the contribution for dependent coverage will be \$40.00 for full-time and \$25.00 for part-time per month.

**ARTICLE 12**

**LEAVES OF ABSENCE**

**Hospital TA 7/21/23**

Section 12.2(a) PARENTAL LEAVE An employee shall be granted up to three (3) months leave without pay to care for newborn, newly adopted or a terminally ill child, in addition to any leave for temporary disability or sickness due to pregnancy or childbirth. The employee may use accrued accumulated paid time off (PTO) and extended illness bank (EIB) as pay during this leave. Seniority shall not be interrupted nor shall it accrue.

Employees already covered by the Hospital medical insurance plan shall continue to receive ninety (90) days of insurance coverage paid by the Employer while on maternity leave.

**Hospital TA 10/6/23**

Section 12.2(ed) LEAVE FOR VICTIMS OR FAMILY MEMBERS OF VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING Leave for legal, ~~law-legal~~ or law enforcement assistance and court proceedings, medical treatment, counseling, work with victim advocate, safety planning or relocation.

**Labor TA 9/22/23**

Section 12.2(ik) JURY DUTY Time off with pay shall be granted for jury duty to regular full-time and regularly scheduled part-time employees. The employee will enter their time in the payroll system as Jury Duty and shall be paid ~~the difference between the fees he or she receives for such service and~~ the amount of their normal hourly rate of pay in accordance with the employee's regularly scheduled hours of work by reason of such service. The employee will then take the check they receive from the court to the business office, where they would endorse the check to the hospital. Employees who are regularly scheduled to work evening and night shifts will lose no pay for a regularly scheduled shift if required to rearrange their hours to accommodate jury duty service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received. The employee must give the Employer prompt notice of the call for jury duty.

**Labor's accepts HR proposal: (11/6/2023)**

Section 12.2(kj) BEREAVEMENT LEAVE Employee's eligible for paid bereavement leave are full-time and part-time employees who receive benefits. It is understood that Per Diem and part-time employees without benefits are not covered by this benefit.

Bereavement Leave of three (3) regularly scheduled workdays with pay shall be granted for death in the immediate family "Immediate family" shall include: great-grandparent, grandparent,

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parent, step-parent, spouse (equivalent), brother, sister, brother-in-law, sister-in-law, child (**born and unborn**), grandchild, great-grandchild, step-child, step-grandchild, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, any relative living in the employee's household and the above defined family members of a spouse or domestic partner.

Where extended travel (250 miles or more one way) is needed, five (5) regularly scheduled workdays shall be granted. Bereavement leave hours shall be paid at the employee's normal hourly rate of pay. If additional days are needed the employee shall be permitted to use accrued Paid Time Off (PTO) or leave without pay subject to the provisions of LEAVE WITHOUT PAY Sections 12.2(f)(1) and 12.2(f)(2). These absences shall not be subject to discipline. In the event that a medical condition results as a consequence of the bereavement either PTO or EIB (whichever the employee chooses) may be used by the employee to cover this period of absence.

**Hospital TA 11/3/23**

**NEW Section 12.2(j) Family and Other Leave.** The Employer shall comply with applicable terms and conditions of all federal, Washington State and local leave laws, including but not limited to:

- 1) WA Family Leave Act;
- 2) WA Family Care Act;
- 3) Federal Family and Medical Leave Act;
- 4) Washington Paid Family & Medical Leave
- 4) Leave for Victims of Domestic Violence, Sexual Assault & Stalking;
- 5) Leave for Spouse of Deployed Military Personnel;
- 6) Leave for Emergency Services Personnel;
- 7) WA Paid Sick Leave Law I-1433;

As currently exist or may be modified.

**ARTICLE 13**

**SENIORITY, LAYOFF AND RECALL**

**Hospital TA 9/15/23**

**Section 13.1 SENIORITY/BENEFIT ACCRUAL** Seniority is defined as an employee's continuous length of service from most recent date of hire exclusive of overtime except as provided in Article 12, Section 12.2(f) LEAVE WITHOUT PAY. The principle of seniority shall be observed by job classification. Seniority shall not apply to an employee until **the employee she/he** has completed the required probationary period as defined in Article 4, Section 4.1(e) PROBATIONARY EMPLOYEE of this Agreement. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from **her/his the employee's** most recent date of hire.

For purposes of accrual of benefits, seniority shall commence from date of hire for regular full-time employees.

Effective January 1, 1982, part-time and per diem employees shall accrue seniority on a pro rata

basis based on hours worked from most recent date of hire.

Seniority shall begin to accrue again (as in the case of a new hire) upon the change in status from per diem to either part-time or full-time.

Employees who are either part-time and change to full-time or full-time and change to part-time shall have no change in their accrued seniority (at the time of the change). Moving forward such employee shall accrue seniority according to their new status.

**Hospital TA 9/15/23**

Section 13.3(d) Layoff with Recall Rights as Specified in Section 13.3(c) RECALL. When an employee bumps to a lower rated job classification through the layoff process, pay for such lower rated job shall be computed at the pay step **the employee he/she** was paid in the lower classification prior to promotions to a higher classification plus credit for time worked in the higher classification(s) toward progression in salary step of such lower job classification.

**Hospital TA 9/15/23**

Section 13.4(e) LIMITATION ON BUMPING It is further understood that the seniority of an employee claiming hours on a particular shift shall not override the seniority of other full-time or part-time employees scheduled to work the same shift when further low census cuts are necessary. This Section is not intended to provide overtime hours of one employee at the expense of another employee's regular hours.

ARTICLE 14

CLASSIFICATION OF POSITIONS

**Hospital TA 7/21/23**

Section 14.2 POSITION REVIEW An employee may request of **the employee his** supervisor at any time that **the employee his** employment status or the classification of **the employee his** position be reviewed. The Employer Job Evaluation procedures shall include the development and maintenance of position descriptions covering each job classification. Employer will act promptly on requests for reclassification and advise the employee within thirty (30) days as to the decision of such request.

**Hospital TA 9/15/23**

Section 14.3 JOB DESCRIPTIONS The Employer will furnish the union with job descriptions for all classifications in the bargaining unit including modifications thereto. The Employer will review and update these job descriptions as needed so that the job descriptions reflect the work being performed. The Employer's Human Resources Department will provide an employee a copy of **the employee his or her** current job description upon request.



ARTICLE 16

NON-DISCRIMINATION

Hospital TA 9/15/23

Section 16.1 UNION ACTIVITIES The Employer agrees that it will not discriminate against an employee because of **the employee's his/her** activity as a member of the Office and Professional Employees International Union Local ~~No.~~ 8.

ARTICLE 18

MANAGEMENT RESPONSIBILITIES

Hospital TA 9/15/23

This Agreement acknowledges that the **Employer Hospital** through its respective governing body has the trusted obligation to provide at the **Employer Hospital** certain medical and treatment services, and related health care within the community. Additionally, the **Employer Hospital** strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities and other extraneous services which could lead to unnecessary and additional expenses to patients.

In order to carry out this trusted obligation, the **Employer Hospital** reserves the exclusive right to exercise the customary functions of management including such matters as the right to administer and control the premises, utilities, equipment and supplies; select, hire, promote and demote, suspend, dismiss, assign and reassign, supervise and discipline employees; to determine hours of employment; to transfer employees within and between departments; to formulate and modify job classifications and job evaluations; to determine and change the size, composition and qualifications of the work force; to establish, change, modify and abolish its policies, practices, rules and regulations; to determine, modify and change methods and means by which the **Employer Hospital** operations are to be carried on, and to determine the appropriate duties of employees in meeting these needs and requirements, and to do those things necessary to carry out all ordinary functions of management; provided that, the implementation of such functions do not abridge the specific terms of this Agreement.

ARTICLE 19

STATE/FEDERAL HEALTH AND SAFETY REGULATIONS

Hospital TA 11/6/12

Section 19.2 UNIFORM ALLOWANCE Full-Time and Part-Time employees are eligible for a two hundred (\$200.00) dollars a year uniform allowance for those employees required to wear them. Per diem employees who work at least 200 hours a year and are required to wear them are eligible for a fifty (\$50.00) dollars a year uniform allowance. To be eligible for reimbursement, employees must meet all of the following conditions: (1) employees must provide an original receipt: (2) the original receipt must contain the date, the total amount expended, the items purchased, and the employee's name; and (3) Reimbursement for

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purchases during a calendar year may be submitted no later than March 1<sup>st</sup> of the following year. This is a onetime reimbursement per year. Lab coats will be supplied, laundered and kept at the Hospital. They will be made available for employees to change into upon their arrival for work and should be left at the hospital when their shift is over.

During the life of this contract, if any other staff has an increase to the uniform allowance, then all eligible OPEIU 8 members will also have the same increase.

ARTICLE 20

LPN SPECIFIC

Hospital TA 9/15/23

Section 20.2(a) The Chief Nursing Officer ~~Nursing Director~~ will verify the LPN's qualifications and respond to the request within thirty (30) days from the date of application. Upon acceptance, the LPN will receive the LPN II premium retroactive to the date of application.

ARTICLE 23

DURATION OF AGREEMENT

All terms and conditions of this Agreement will be effective July 1, ~~2023~~ ~~2020~~ unless otherwise specified. This Agreement shall remain in effect through July 1, 20~~26~~ ~~2023~~ and from year to year thereafter unless either party hereto 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 July 1, ~~2026~~ ~~2023~~.

EXECUTED at South Bend, Washington this \_\_\_\_\_ day of \_\_\_\_\_ ~~2024~~ ~~2021~~.