

AGREEMENT

BETWEEN

REGIONS HOSPITAL

AND

**COUNCIL 5 OF THE
AMERICAN FEDERATION STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO**

**LOCAL 722
(BUSINESS OFFICE CLERICAL DIVISION)**

JULY 1, 2020 THROUGH JUNE 30, 2022

TABLE OF CONTENTS

ARTICLE	SECTION	DESCRIPTION	PAGE NO
Article 1		PREAMBLE	7
Article 2		DEFINITIONS	7
	2.1	Terms	7
	A	Bargaining Unit Employee	7
	B.	Bargaining Unit Position	7
	C.	Regular Employee	7
	D.	Regular Full-Time Employee	7
	E.	Probationary Full-Time Employee	7
	F.	Regular Part-Time Employee	7
	G.	Probationary Part-Time Employee	7
	H.	Temporary Employee	7
	I.	On-Call/Intermittent	8
	J.	Steward	8
	K.	Regular Rate of Pay	8
Article 3		RECOGNITION	8
	3.1	Scope of the Bargaining Unit	8
	3.2	Abolished Classifications	9
	3.3	Exclusivity	9
	3.4	New Classifications	9
Article 4		UNION SECURITY	10
	4.1	Dues Deduction	10
	4.2	Required Payment	10
	4.3	Indemnification	10
	4.4	Union PAC	10
	4.5	Stewards	10
	4.6	Conditions for Release From Work	11
	4.7	Union Bulletin Board	11
	4.8	Union Business Leave	11
Article 5		NO STRIKE/NO LOCK OUT	11
	5.1	No Strike	11
	5.2	No Lockout	11
Article 6		EMPLOYER AUTHORITY/EMPLOYEE RIGHTS	12
	6.1	Employer Authority	12
	6.2	Non-Waiver of Rights	12

ARTICLE	SECTION	DESCRIPTION	PAGE NO
	6.3	Contracting/Subcontracting	12
	6.4	Work Rules	12
	6.5	Employer Delegation of Authority	12
	6.6	Non-Discrimination	12
Article 7		HOURS OF WORK	13
	7.1	Purpose	13
	7.2	Determination of Schedules	13
	7.3	Regular Hours	12
	7.4	Normal Schedule	13
	7.5	Work Schedule	13
	7.6	Overtime	13
	7.7	Overtime Assignment	14
	7.8	Computation of Overtime	14
	7.9	No Double Payment or Pyramiding	14
	7.10	Rest Breaks	14
	7.11	Unpaid Lunch	14
	7.12	Additional Rest Breaks	14
	7.13	Combining Rest/Lunch Breaks	14
Article 8		PART-TIME EMPLOYEES	14
	8.1	Part-Time Eligibility For Benefits	14
	8.2	Computation of Rate of Pay	15
	8.3	Change in Employment Status	15
	8.4	Extra Shift	15
Article 9		HOLIDAYS	16
	9.1	Holidays	16
	9.2	Eligibility	16
	9.3	Scheduled Workday	16
	9.4	Monday Through Friday Operations	17
	9.5	Maximum Accumulation of Holiday Hours/Payment	17
	9.6	Scheduling Alternate Holidays	17
	9.7	Pro-Rated Holiday Accruals	17
	9.8	Compensation for Unused Holiday Time	18
	9.9	Religious Holidays	18
Article 10		NON-SCHEDULED TIME OFF AND EXTENDED SICK LEAVE (ESL)	18
	10.1	ESL Use	18
	10.2	Substitution of ESL for PTO	18
	10.3	Authorized Reasons For Use	18
	10.4	Prior Notice	19

ARTICLE	SECTION	DESCRIPTION	PAGE NO
	10.5	Scheduled and Non-Scheduled Absences	19
	10.6	Voluntary Resignation	20
	10.7	Illness or Accident Leave	20
	10.8	Reinstatement From Leave	20
	10.9	Conditions Upon Return	20
	10.10	External Employment Limitation	21
	10.11	Utilization	21
	10.12	Verification of Fitness to Return	21
	10.13	Injury On Duty Coordination	21
	10.14	Effect of Statutory Waiting Period	21
	10.15	No Duplication	22
	10.16	PTO Computation	22
	10.17	Mandatory Reporting of Condition	22
	10.18	Injuries While on Duty	22
Article 11		PAID TIME OFF	22
	11.1	Vacation Selection	22
	11.2	Holiday/Vacation	23
	11.3	Purpose/Definition	23
	11.4	Eligibility and Accrual Rates for PTO	23
	11.5	Maximum Accrual	24
	11.6	Excess PTO	24
	11.7	Trading and Selling PTO	24
	11.8	Order of Use of PTO	25
	11.9	Compensation for Accrued PTO Upon Termination of Employment	25
	11.10	Compensation for Accrued PTO Upon Change of Status	25
Article 12		SEVERANCE PAY – EXTENDED SICK LEAVE	25
	12.1	Amount of Severance Pay	25
Article 13		LEAVES OF ABSENCE	27
	13.1	Eligibility Requirements	27
	13.2	Application for Leave	27
	13.3	No Earned Benefits/Salary Increases	27
	13.4	Seniority and Reinstatement	27
	13.5	Jury Duty	27
	13.6	Decision on Request for LOA	28
	13.7	Personal Leave	28
	13.8	Maternity/Paternity/Adoptive Leave of Absence	28
	13.9	Temporary Disability Due to Pregnancy	29
	13.10	School Conferences and Activities Time Off	29

ARTICLE	SECTION	DESCRIPTION	PAGE NO
	13.11	Military Duty	29
	13.12	FMLA – Other Applications	29
	13.13	Failure to Return from a LOA	30
	13.14	Funeral Leave	30
Article 14		WAGES	30
	14.1	Wages	30
	14.2	Merit Pay System	31
	14.3	Shift Differentials	33
	14.4	Weekend Differentials	34
	14.5	On-Call/Off Premise	34
	14.6	Call-Back	34
	14.7	Education and Meeting Pay	35
	14.8	Work Out of Class	35
	14.9	No Pyramiding	35
	14.10	Unscheduled Weekend Bonus	35
	14.11	Market Rate Adjustments	36
	14.12	Preceptor Allowance	36
	14.13	Recognition Bonus	36
Article 15		GRIEVANCE PROCEDURE	36
	15.1	Definition of Grievance	36
	15.2	Organization Representatives	37
	15.3	Processing of Grievance	37
	15.4	Grievance Procedure	37
	15.5	Waiver	38
	15.6	Grievance Representative	39
Article 16		DISCIPLINE	39
	16.1	Just Cause	39
	16.2	Procedure	39
	16.3	Records	39
	16.4	Suspension Pending Investigation	39
	16.5	Personnel File Notice	40
		PROMOTIONS	40
Article 17	17.1	General Promotions	40
	17.2	Time Counted	40
Article 18		SENIORITY	40
	18.1	Definitions	40
	18.2	Seniority Lists	40

ARTICLE	SECTION	DESCRIPTION	PAGE NO
	18.3	Classification Seniority	40
	18.4	Break in Seniority	41
	18.5	Probation Periods	41
Article 19		WORK FORCE	42
	19.1	Posting Vacancies	42
	19.2	Exemptions	43
	19.3	Posting Period	43
	19.4	Layoffs	43
	19.5	Involuntary Reduction in Hours	43
	19.6	Recall	44
		INSURANCE	45
Article 20	20.1	Health Insurance	45
	20.2	Dental Insurance	45
	20.3	Flexible Benefit Program	46
	20.4	Life Insurance	46
	20.5	Health Insurance Labor Management Committee	46
	20.6	Adoption Assistance Program	46
Article 21		GENERAL PROVISIONS	46
	21.1	Discrimination	46
	21.2	Inservices	46
	21.3	Tuition Reimbursement	46
	21.4	Unauthorized Access to and/or use of Data Contained on the Hospital's Computer Systems	47
	21.5	Resignation	47
	21.6	Payroll Errors	47
	21.7	Department Labor Management Meeting	47
	21.8	Interpreting	47
	21.9	Hiring Practice	47
	21.10	Alcohol and Drug Testing	48
Article 22		COMPENSATION FOR SEVERE WEATHER DAYS	48
	22.1	Severe Weather Days	48
Article 23		COMPLETE AGREEMENT AND WAIVER OF BARGAINING	48
	23.1	Complete Agreement	48
	23.2	Waiver of Bargaining	48
	23.3	Savings Clause	49
Article 24		TERMINATION	49

ARTICLE	SECTION	DESCRIPTION	PAGE NO
		APPENDIX A: Salary Range Schedule Effective July 1, 2020	51
		APPENDIX B: Salary Range Schedule Effective January 1, 2021	52
		APPENDIX C: Salary Range Schedule Effective July 1, 2021	53
		APPENDIX D: Memorandum of Agreement #1 Healthy Workplace	54
		APPENDIX E: Letter of Understanding #2 BOC Stewards	56
		APPENDIX F: Letter of Understanding #3 Overtime	57
		APPENDIX G: Letter of Understanding #4 New Classifications and Layoffs	58
		APPENDIX H: Letter of Understanding #5 Notice of Employee Work Location Changes to New Address	59
		APPENDIX I: Letter of Agreement #6 Flexible Weekend Scheduling	60
		APPENDIX K: Letter of Agreement #7 Non-Traditional Work Schedules for Patient Placement	61
		APPENDIX K: Letter of Agreement #8 Holiday Scheduling for Patient Placement	62
		INDEX	64

ARTICLE 1 - PREAMBLE

This Agreement is entered into by Regions Hospital, (hereinafter referred to as the "Employer"), and Council 5 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE 2 - DEFINITIONS

2.1. TERMS.

- A. Bargaining Unit Employee. A regular or probationary employee in a bargaining unit position.
- B. Bargaining Unit Position. A job classification listed in Article 3 (Recognition) at Section 2 or added pursuant to Section 4 and which is established as an on-going position. A bargaining unit position does not include a position which is created merely to address an overload or emergency situation or is otherwise intended to be limited in duration.
- C. Regular Employee. An employee who has successfully completed probation, who is regularly scheduled for a set number of hours per pay period, whose work is of an ongoing nature, and whose position has no set and specific termination date. However nothing in this definitional section grants a regular employee a vested right to continued employment.
- D. Regular Full-Time Employee. An employee in a bargaining unit position who is regularly scheduled to work 80 hours per pay period and has successfully completed the probationary period.
- E. Probationary Full-Time Employee. An employee in a bargaining unit position who is regularly scheduled to work 80 hours per pay period and is still in their probationary period.
- F. Regular Part-Time Employee. An employee in a bargaining unit position who is regularly scheduled to work at least 32 hours per pay period and less than 80 hours per pay period and has successfully completed the probationary period.
- G. Probationary Part-Time Employee. An employee in a bargaining unit position who is regularly scheduled to work at least 32 hours per pay period and less than 80 hours per pay period and is still in their probationary period.
- H. Temporary Employee. An employee who is not in a bargaining unit position because the employment is limited by duration or a specific project or task not to exceed one year. Temporary employees are not included in the definition of a bargaining unit employee.

A person who has terminated as a temporary may not be rehired as a temporary within six (6) months of the date of termination as a temporary.

In the event that a temporary employee is still working after one calendar year the employee will be given a change in employment status to either a full-time or part-time probationary employee depending upon regularly scheduled hours. The employee will then begin serving a probationary period on the date that they changed status to the same extent as any newly hired employee. The employee's seniority date shall be the date that the employee begins their new probationary period.

- I. On-Call/Intermittent. All employees who are not Regular or Probationary Full-Time, Regular or Probationary Part-Time or Temporary employees. On-Call intermittent employees perform work of a non-continuous or irregular nature where the work schedule cannot be predicted in advance. On-Call/Intermittent employees are not included in the bargaining unit because they are not regular or probationary employees in a bargaining unit position.
- J. Steward. An employee designated by the Union, after written notice to the Employer, for the purpose of communicating with the Employer regarding matters covered by the agreement.
- K. Regular Rate of Pay. An employee's hourly rate of pay, exclusive of overtime, differentials, or other special payments.

ARTICLE 3 - RECOGNITION

3.1. SCOPE OF THE BARGAINING UNIT. The Employer recognizes the Union as the exclusive representative for all regular full-time and regular part-time office-clerical employees in the business office, patient financial services, switchboard, pharmacy billing/purchasing, behavioral health billing and patient placement departments (work units), employed by the Employer at its St. Paul, Minnesota hospital and outlying clinic facilities; excluding all other office-clerical employees, professional employees, managerial employees, technical employees, confidential employees, guards and supervisors, as defined in the National Labor Relations Act, as amended, and all other employees.

The following job classifications are in the recognized bargaining unit as of the date of ratification of this Agreement:

Cash & Credit Specialist
Clerk II - BOC
Medical Billing Specialist
Patient Account Representative
Patient Financial Counselor
Patient Placement Representative
Pharmacy Billing Specialist

Pharmacy Regulatory & Reimbursement Specialist
Registration Financial Specialist
Revenue Project Specialist
Revenue Project Specialist – Patient Access
Revenue Support Specialist
Team Lead – Cash & Credit
Team Lead – Financial Counseling
Team Lead - Medical Billing
Telephone Operator

3.2. ABOLISHED CLASSIFICATIONS. The following job classifications have been abolished in the recognized bargaining unit as of the date of ratification of this Agreement:

Admissions Financial Counselor Team Leader
Behavioral Health Billing & Collections Coordinator
Behavioral Health Patient Account Coordinator
Clerk III & Clerk IV – BOC
Lead Patient Placement Representative
Lead Registration Financial Specialist
Patient Accounting Team Lead, Billing & Cash Application
Patient Accounting Team Lead, Collections & Customer Service
Pharmacy Billing Support Clerk
Pharmacy Purchasing Agent
Team Lead – Patient Account Representative
Special Services Billing Specialist

3.3. EXCLUSIVITY. The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

3.4. NEW CLASSIFICATIONS. In the event that the parties are unable to agree on inclusion or exclusion of a new classification in the bargaining unit, the matter will be submitted to the National Labor Relations Board for determination. If determined to be within the bargaining unit by mutual agreement of the parties or Board decision not appealed by either party within the time period permitted, then the parties shall in good faith attempt to reach agreement through negotiations upon the wage rate. At the written request of either party, an FMCS mediator shall be notified and shall schedule a mediation session to attempt to resolve differences between the parties as to the appropriate wage rate for the new classification. If not agreed upon, the wage rate shall be set provisionally by the Employer, subject to renegotiation during subsequent negotiations for any successor Agreement. The wage rate shall be retroactive to the date of the establishment of the new classification.

ARTICLE 4 - UNION SECURITY

4.1. DUES DEDUCTION. The Employer agrees to deduct the Union dues or fees from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the representative by the first of the succeeding month.

4.2. REQUIRED PAYMENT. Each employee hired after the date of ratification of this Agreement who is working thirty-two (32) hours a pay period or more who does not make application for membership, shall as a condition of employment pay to the Union each month a service charge to be determined by the Union as a contribution toward the administration of this Agreement.

Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the employee and the Employer from the Union. The Employer will furnish the Union the names and home addresses of new employees hired and the Employer shall notify prospective employees of the agency shop provisions.

4.3. INDEMNIFICATION. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

4.4. UNION PAC. The Employer shall provide a payroll deduction for voluntary employee contributions to the Union Political Action Committee.

4.5. STEWARDS. The Union may designate certain employees from the bargaining unit to act as stewards. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

- (1) Stewards for the Regions Hospital will be allocated as follows:

<u>Building</u>	<u>No. of Stewards</u>	<u>Alternates</u>
Park Street	Three	Three
Main Hospital	Three	Three
All other Buildings	One	One

- (2) Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Chief Executive Officer's designated representative and provided the Union representative does not interfere with the work of employees.
- (3) The Union Steward list will be updated by the Union as changes occur and the Employer will be given a copy.

4.6. CONDITIONS FOR RELEASE FROM WORK. The Employer agrees to allow the steward to interrupt his or her work for a reasonable amount of time for the purpose of Union business where the interruption will not affect the functioning of the steward's department and where the steward's supervisor has given the steward prior approval. The steward shall notify the Employer upon resumption of his or her work. Interruption of work for Union business shall be with pay, provided that only one steward will be paid for work on any grievance at any one time, and limited to the investigation and presentation of grievances to the Employer.

4.7. UNION BULLETIN BOARD. The Employer agrees to furnish space for bulletin boards in each of the buildings housing bargaining unit members. The Employer provides shared bulletin board space in the Park Street office. The Union may provide and maintain suitable bulletin boards in the space provided by the Employer. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.

4.8. UNION BUSINESS LEAVE. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted an unpaid leave of absence not to exceed one year, **exclusive of time spent investigating and processing grievances and attending hospital committee meetings where union membership participation is requested.**

Employees will give a minimum of 2 weeks' notice for being gone from work to attend union business meetings. The 2 weeks' notice may not be able to be given for emergency meetings called by the Union, but managers will be notified that this was an emergency meeting. The request for time off for union business leave will be in writing from the AFSCME Union business agent or the Union President at Regions Hospital.

An employee on Union business leave for eighty (80) hours or less per occurrence will continue to accrue benefits at their current rate

ARTICLE 5 - NO STRIKE/NO LOCKOUT

5.1. NO STRIKE. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to his/her full duties within twenty-four (24) hours of such warning may be subject to discipline up to and including discharge.

5.2. NO LOCKOUT. The Employer will not lock out any members of the bargaining unit during the life of this Agreement.

ARTICLE 6 - EMPLOYER AUTHORITY - EMPLOYEE RIGHTS

6.1. EMPLOYER AUTHORITY. It is recognized by both parties that except as expressly stated herein, the Hospital reserves all rights not restricted by the terms of this Agreement and that the Chief Executive Officer shall retain rights and authority necessary to operate and direct all the affairs of the Hospital, including, but not limited to, directing the working force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies.

6.2. NON-WAIVER OF RIGHTS. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

6.3. CONTRACTING/SUBCONTRACTING. Commencing at the date of ratification and thereafter for the term of this Agreement, the Employer will not contract out or subcontract any services performed by employees covered by this Agreement without a minimum of sixty (60) calendar days' notice to the Union. During the sixty (60) days the Employer will meet with the Union and discuss possible ways and means to minimize the elimination of positions.

6.4. WORK RULES. The Employer shall have the right to establish reasonable work rules which shall be equitably and uniformly applied. Newly created work rules shall be posted on all bulletin boards for a period of ten (10) consecutive work days and when effective, shall be furnished to all affected employees. In addition copies shall be furnished to the Union. New employees shall be furnished a copy of all work rules when hired. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through discussion by the parties.

6.5. EMPLOYER DELEGATION OF AUTHORITY. The Employer signatories to this contract shall have the right to designate responsibility for Employer functions required under this Agreement pursuant to applicable statutory provisions and to designate representatives authorized to act on their behalf with respect to matters arising under this Agreement.

6.6. NON-DISCRIMINATION.

- A. Employees shall have the right freely and without fear of penalty or reprisal by the Employer to join and participate in the Union.
- B. Employees choosing to participate in the internal affairs of the Union as an officer, steward or other capacity may do so without fear of reprisal by the Employer for such participation consistent with the employee's job duties and responsibilities, and the provisions of this contract.

ARTICLE 7 - HOURS OF WORK

7.1. **PURPOSE.** This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

7.2. **DETERMINATION OF SCHEDULES.** The department heads shall establish hours of work, work shifts, staffing schedules and assignment of employees thereto so that adequate and efficient service is maintained in their particular department. Employees working the ten (10) hour day or other approved schedule who are eligible to receive benefits shall earn benefits on the same relative basis as earned by employees on the normal work week. Time off shall be pro-rated against the employee's working schedule.

7.3. **REGULAR HOURS.** The regular hours of work each day shall be consecutive.

7.4. **NORMAL SCHEDULE.** The normal work schedule for employees shall be ten (10) eight (8) hours days and four (4) days off duty in each fourteen (14) day pay period. The schedule will provide for every other weekend off, except in an emergency or when the department would be otherwise short staffed. Other work schedules may be authorized to accommodate the services performed by the Hospital.

7.5. **WORK SCHEDULE.** Work schedules showing the employees' shifts, work days, and hours shall be available to employees of all departments at all times. After an employee's work schedule is posted, employees will be notified twenty-four (24) hours in advance of schedule changes except in emergencies.

7.6. **OVERTIME.** Employees considered "non-exempt" under the Fair Labor Standards Act will be paid at a rate of time and one-half (1-1/2 times their regular rate of pay) for all overtime hours worked. Hours worked for the purposes of calculating overtime shall be as provided in the Regions Hospital Personnel Policy Manual.

The department will designate which of the following work periods overtime will be based upon:

- (1) 40 hour workweek - under this option, overtime is required to be paid only for those hours worked by a non-exempt employee in excess of 40 hours in a workweek.
- (2) 8 or 80 - under this option, overtime is required to be paid only for those hours worked by a non-exempt employee in excess of eight (8) hours in a day or in excess of 80 hours in a pay period.

A department may designate the 40 hour workweek for one group of employees and the 8 or 80 overtime option period for another group of employees or for an individual

employee. In either case the department must inform its employees which overtime option will apply to them for overtime purposes. Employees must obtain prior authorization from their supervisor before working overtime. An employee who works overtime without prior authorization may be subject to disciplinary action.

7.7. OVERTIME ASSIGNMENT. Overtime work shall be voluntary, except that employees may be required to work overtime in the event the work which will be performed as overtime is part of their normal duties. **The Union acknowledges the Employer's right to require employees to work overtime when needed. The Employer acknowledges its responsibility to inform employees of required overtime as soon as the Employer becomes aware of the need for the employee to work overtime.**

The Employer agrees that it will seek volunteers and make other reasonable efforts to minimize mandated overtime.

7.8. COMPUTATION OF OVERTIME. Overtime will be calculated to the nearest fifteen (15) minutes.

7.9. NO DOUBLE PAYMENT OR PYRAMIDING. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this agreement, nor shall there be any pyramiding of premium compensation. The weekend bonus pay will be excluded from this article.

7.10. RESTBREAKS. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift of at least four (4) hours duration. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

7.11. UNPAID LUNCH. Employees who work an eight (8) hour shift may be granted an unpaid lunch period not to exceed thirty (30) minutes during each work shift. A department may designate a longer unpaid meal period provided that employees work a full eight hour shift of paid time. Whenever possible, the lunch period shall be scheduled at the middle of the shift.

7.12. ADDITIONAL RESTBREAKS. Employees who are assigned to work beyond their regular quitting time into the next shift may receive a fifteen (15) minute rest period before they start the new shift. Regular rest periods will be granted during the second shift.

7.13. COMBINING REST/LUNCH BREAKS. At the request of the employee, the Employer may allow employees to combine rest/lunch periods in any combination provided that they are not used to delay the start of the workday or to end it earlier than the scheduled stopping time.

ARTICLE 8 - PART-TIME EMPLOYEES

8.1. PART-TIME ELIGIBILITY FOR BENEFITS. Part-time employees shall be eligible to earn employee benefits on a pro-rata basis provided that such employees are regularly scheduled not less than thirty-six (36) hours in each pay period worked and are assigned to a regular work

schedule, as opposed to being subject to call or to work when available. Part-time employees shall be eligible for pro rata insurance if such employees are regularly scheduled not less than forty (40) hours per pay period. Employees who are regularly scheduled to work between forty (40) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees.

8.2. COMPUTATION OF RATE OF PAY. Part-time employees shall be paid an hourly rate computed by dividing the full-time annual rate for which they would be eligible by two thousand eighty (2080) hours.

8.3. CHANGE IN EMPLOYMENT STATUS. Employees whose employment status changes from one in which the employee was eligible to accrue paid time off (PTO) and holiday hours to an employment status in which the employee is not eligible to accrue these benefits, the employee will be paid all unused PTO and holiday hours. Employees who subsequently return to a PTO eligible status will then begin accruing PTO at the same accrual rate they were receiving when they reduced to the ineligible PTO status. Employees whose employment status changes will be allowed to retain and use extended sick leave hours according to the provisions of the extended sick leave Article.

8.4. EXTRA SHIFT. Part-time employees covered by this Agreement may request consideration to fill available additional shifts. Except where it will result in overtime or weekend bonus, the Employer will endeavor to assign available additional shifts to regular part-time bargaining unit members by seniority and by class in the same cost center. Employees who wish to be considered for available additional shifts shall submit in writing to their supervisor an additional shift request form. When assigning available additional shifts, supervisors shall give first priority to individuals who have submitted a written request. Shifts will be awarded in the following priority order:

- Bargaining unit non-overtime or non-bonus (no premium pay)
- Non-bargaining unit (e.g. per diem, .1 , .2 , .3 FTE)
- Bargaining unit bonus pay eligible
- Bargaining unit overtime eligible
- Bargaining unit bonus and overtime eligible.

This Section 8.4 shall not apply where it will require additional training or orientation. A cost center/cost center group may require part-time employees to work extra shifts to meet staffing requirements, if it is unable to meet staffing needs with volunteers who are available to work that shift.

ARTICLE 9 - HOLIDAYS

9.1. **HOLIDAYS.** Holidays are defined as:

New Year's Day	January 1st
Martin Luther King Jr. Day	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4th
Labor Day	The first Monday in September
Veterans' Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Friday after Thanksgiving Day	Day After Thanksgiving
Christmas Day	December 25

9.2. **ELIGIBILITY.** An employee shall be eligible for holiday pay provided:

- A. The employee is on paid status on the scheduled day before and the scheduled day after the holiday.
- B. The employee must be in a probationary or regular status.
- C. The employee must have regularly scheduled hours (RSH) of 36 or more for the pay period in which the holiday falls.
- D. The employee must be paid for 36 or more hours in the pay period in which the holiday falls.

Holiday hours are accrued according to Section 7 below.

9.3. SCHEDULED WORKDAY. Employees for whom a holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the legal holiday and be granted an alternate day off. All full-time probationary and full-time regular employees required to work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25 or New Year's Day, January 1st shall be paid at their regular rate of pay for hours worked and shall accrue sixteen (16) hours of regular holiday hours. Part-time probationary and part-time regular employees regularly scheduled to work thirty-six (36) hours or more per pay period who work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25 or New Year's Day, January 1st shall be paid at their regular rate of pay for hours worked and shall accrue sixteen (16) hours of regular holiday hours. No other overtime or differential pay shall be earned when this provision is in effect. Employees who work a holiday get regular pay and may choose to bank the holiday time earned or take part or all of the holiday as pay. When a holiday falls on a scheduled day off, the employee may elect to bank the holiday hours or be paid for the holiday hours in the same pay period in which the holiday occurs.

9.4. MONDAY THROUGH FRIDAY OPERATIONS. For those areas which are only open Monday through Friday, when a holiday, as designated in this article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on a Saturday, the preceding day (Friday) shall be considered the holiday for employees.

The Christmas and New Year's holidays will be defined as beginning at 2300 on the eve and ending at 2300 on the day.

9.5. MAXIMUM ACCUMULATION OF HOLIDAY HOURS/PAYMENT. The maximum number of holiday hours that can be banked or carried over is forty-eight (48) hours for both part-time and full-time employees. If an employee is at the maximum holiday accrual, additional holiday hours earned will be automatically paid to the employee on the paycheck following the pay period in which the holiday hours are earned.

Employees can utilize holiday hours for time off at any time with the approval of the department. Employees will not receive additional holiday hour accrual and/or additional pay under this policy for working more than one shift during the holiday period.

9.6. SCHEDULING ALTERNATE HOLIDAYS. It is the intention of the Employer to grant holidays at a time mutually agreeable to the employee and the department within ninety (90) days of being earned. To accomplish this goal, the employee is expected to furnish their department with two (2) alternate acceptable days and such notice should be given with a minimum of two (2) weeks' notice. The department will attempt to schedule the holiday on one of these dates, schedule permitting. The department will answer the request within five (5) working days. Continuous rejection by the Employer of dates provided by the employee will extend the ninety (90) day limit. If an employee has not provided alternative dates after ninety (90) days of the holiday being earned, the department will schedule the holiday when the schedule permits.

9.7. PRO-RATED HOLIDAY ACCRUALS. Part time probationary and regular employees who are regularly scheduled for at least 36 hours per pay period, who are paid at least 36 hours in the pay period in which a holiday falls, and who meet the other requirements of Section 2 above, will accrue regular holiday hours according to the following table:

<u>HOURS PAID</u>	<u>HOURS ACCRUED</u>
36	3.6
40	4.0
48	4.8
56	5.6
64	6.4
72	7.2
80	8.0

An eligible employee who works a holiday will receive a prorated holiday accrual based on the hours that they actually work in the pay period in which the holiday falls.

9.8. COMPENSATION FOR UNUSED HOLIDAY TIME. Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking their accrued Holiday time, shall be compensated in cash for the unused Holiday time they have accumulated at the time of separation.

9.9. RELIGIOUS HOLIDAYS. Employees may observe a religious holiday not provided in Section 1 above on days which fall on an employee's regularly scheduled workday but which do not fall on Sunday or on a legal holiday. Time to observe religious holidays shall be taken with accumulated PTO or accumulated holiday hours. The employee must submit written notification to observe a religious holiday, not provided for in Section 1, between January 1 and April 1 of each year for the period beginning April 30 of the year requested and ending April 30 of the following year. If more than one employee requests the same religious holiday, classification seniority within department or cost center shall prevail. No employee shall be permitted to use more than 2 (two) religious holidays per calendar year, consisting of no more than 1 (one) shift per holiday. The Employer has the right to cancel approved religious holidays in an emergency or in the event of a staffing shortage.

ARTICLE 10 - NON-SCHEDULED TIME OFF AND EXTENDED SICK LEAVE (ESL)

10.1. ESL USE. Regular employees may retain the unused portion of their extended sick leave bank.

10.2. SUBSTITUTION OF ESL FOR PTO. An employee who becomes ill while on vacation (scheduled PTO), may use extended sick leave for the illness. An employee requesting substitution of extended sick leave for PTO may be required to submit a written statement from a physician attesting to the illness and the period of illness.

10.3. AUTHORIZED REASONS FOR USE. PTO and/or extended sick leave may be authorized for the following reasons with the limitations as specified:

- (1) For illness or injury, dental or medical treatment for the employee or the employee's minor child for such reasonable periods as the employee's attendance with the child may be necessary. "Child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school. Approval and verification will be as outlined in Article 10, Section 3 (2).
- (2) Non-scheduled time off, whether paid or unpaid, by the employee shall be subject to approval and verification by the department head or the Human Resources Department, either of whom may require the employee to furnish a report following the illness of the employee or the employee's child, (a) for an absence of forty (40) hours or more or (b) for three (3) absences of not less than eight (8) hours each in a three (3) month period, from a recognized medical authority attesting to the necessity of the leave, stating the employee is unable to work for those days, the date the employee can return to work, the date of

the statement, the signature of the physician, ability to return to duty or other information deemed necessary.

- (3) Up to five days (maximum of 40 hours) of a combination of PTO and extended sick leave may be authorized in any one instance as a result of a serious illness of the employee's spouse, domestic partner as defined by the Employer's personnel policy, or employee's parents in those circumstances where no other responsible adult is available to attend to the needs of the ill family member. The employee may be required to provide verification of the illness of the family member.
- (4) Pregnant employees shall be eligible to use PTO and extended sick leave in the same manner as any other disabled or ill employee. Such PTO or extended sick leave eligibility shall begin upon certification by the employee's attending physician that due to pregnancy, the employee is disabled in terms of their ability to perform the duties of their position. Such employee shall then be eligible to receive benefits in the same manner as is provided for any other ill or injured employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by their attending physician.
- (5) Extended sick leave up to five days not to exceed forty (40) hours may be utilized upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, domestic partner as defined by the Employer's personnel policy, children, stepchildren, parents, stepparents, siblings, grandchildren, grandparents, and shall include parents and siblings of the employee's spouse, and the domestic partner's parents and siblings. The employee may be required to provide verification of the death of the family member.
- (6) Payment of extended sick leave is not mandatory and occurs only when directed by the employee. Time cards should denote number of payable hours using the code "ESL." Extended sick leave may be used in one-half (1/2) hour increments.

10.4. PRIOR NOTICE. If the employee cannot come to work for any reason, the employee must notify the supervisor or their designee at least two hours prior to the starting time of their scheduled shift or a greater amount of notice if designated and posted by the department. This notice shall be waived if the supervisor determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. The supervisor's determination may be grieved if discipline is imposed.

10.5. SCHEDULED AND NON-SCHEDULED ABSENCES. Employees who do not work their scheduled shift are required to contact the department using the notification method(s) designated by the leader. Leaders will update and distribute the expectations, in writing, as changes occur.

10.6. VOLUNTARY RESIGNATION. In the event an employee is absent for two (2) consecutive working days without authorized leave, they shall be deemed to have voluntarily resigned. If the employee can show to the satisfaction of the Hospital that their absence or failure to report for work was due to an emergency beyond the employee's control, the Hospital may permit their reinstatement. Employees who are absent without authorized leave for periods of less than two (2) consecutive working days will be subject to disciplinary action.

10.7. ILLNESS OR ACCIDENT LEAVE. An employee unable to work because of illness or accident shall be granted a leave of absence for a period not to exceed twelve (12) months. Leaves do not limit or diminish the ability of the Employer to provide for leaves of absence of greater lengths that may be required in order to comply with applicable law, including but not limited to requirements of the Americans with Disabilities Act. Accrued paid time, including extended sick leave, PTO, and holiday hours must be used and are included in the twelve (12) months leave period. Employees requesting a medical leave of absence must complete a medical leave of absence request and furnish evidence of illness or disability in the form of a certificate signed by the employee's attending physician when requested by the department head, their designee, or the Human Resources Department.

In the event of failure or refusal to supply such certificate or if the certificate does not clearly show sufficient sickness or disability as would preclude the employee from the performance of their duties, or if the Leader of Human Resources or Manager of Human Resources questions the existence or severity of such sickness or disability, the Leader of Human Resources or Manager of Human Resources may upon further medical evidence cancel such leave and require the employee to report for duty on or by a specified date.

All leave of absence forms required must be filed with the Human Resources Department prior to the beginning of the leave.

10.8. REINSTATEMENT FROM LEAVE. A regular or probationary employee who is granted a medical leave of absence for illness or disability shall be reinstated to:

- (1) The employee's former position in the department if the absence is for twelve (12) weeks or less; if the employee's position has been abolished or if the leave is longer than twelve (12) weeks, to
- (2) a vacant position in the bargaining unit in the same classification (title and FTE) held at the time the leave started.
- (3) If all positions in the same classification in the bargaining unit have been filled, in order to accommodate a more senior person who returns to work after a medical leave, the employee with the least amount of seniority in the same classification in the bargaining unit shall vacate that position.

10.9. CONDITIONS UPON RETURN. Employees returning from a medical leave of absence will return with their accrued seniority, to the same salary schedule rate, plus any general increases in the rate, and will accrue PTO at the same rate as prior to the leave.

10.10. EXTERNAL EMPLOYMENT LIMITATION. Employees on medical leave with or without pay may not engage in other employment without the written prior approval of the Leader of Human Resources. An employee on medical leave of absence, who accepts other employment, whether remunerated or not, without the prior written consent of the Leader of Human Resources, may be disciplined up to and including discharge from employment at the Hospital.

10.11. UTILIZATION. An employee may utilize accrued ESL/PTO/HOLIDAY compensation even though they may be receiving disability benefits for the same period.

10.12. VERIFICATION OF FITNESS TO RETURN. An employee must present a statement from their physician attesting to the employee's fitness to return to work at the request of the Employer. Any employee returning from a medical leave of absence or following an illness or injury which may affect the employee's ability to perform their duties, must provide reasonable notice and, if requested by the Employer, be cleared through Employee Health Services before the employee will be permitted to return to work.

- A. Reasonable notice of a return to work shall be defined as one full day, if the absence is less than one week. Reasonable notice shall be one full day for each week the employee was absent if longer than one week but less than one month. In the event that the leave of absence exceeds one month, the employee must provide at least two weeks' notice prior to returning to work.
- B. In the event that the Employer requests that the employee be cleared through Employee Health Services, the employee shall be cleared within the notice period described above. In the event that the employee returning from an unpaid leave is not cleared through Employee Health Services during this time period, through no fault of the employee, the employee will not lose pay for the delay. In the event that the employee returning from an unpaid leave is not cleared through Employee Health Services during this time period, through the fault of the employee, the employee may use accrued PTO and ESL, subject to the restrictions in this Agreement, during the period following the date that the employee was to return to work but was prevented from doing so by the delay.

10.13. INJURY ON DUTY COORDINATION. An employee injured while performing work within the scope of their employment with the Hospital and by reason thereof is unable to work and is receiving worker's compensation may, subject to the provisions of this Article, use accrued PTO, Holiday and Extended Sick Leave to supplement the worker's compensation payments up to, but in no case exceeding, the employee's normal daily wage.

10.14. EFFECT OF STATUTORY WAITING PERIOD. In the event an employee's absence due to a work related injury does not qualify for workers' compensation solely because of a statutory waiting period (currently three days), the employee may use their accrued PTO, Holiday and/or extended sick leave up to a maximum of the statutory waiting period (currently 3 days).

10.15. **NO DUPLICATION.** In no event shall this section be construed or operate to permit an employee to receive wage and workers' compensation benefits exceeding the employee's normal daily wage. Any such employee unable to resume the duties of their position following the exhaustion of accumulated PTO, Holiday, and extended sick leave payments shall be eligible for the medical leave of absence without pay provisions of this contract.

10.16. **PTO COMPUTATION.** PTO may be used in quarter-hour (1/4) increments.

10.17. **MANDATORY REPORTING OF CONDITION.** Employees must report any serious illness, injury, or the onset of a disability that could jeopardize patient care or pose a serious threat to the health or safety of the disabled person or others to the Employee Health Service. Failure to do so is cause for disciplinary action, including dismissal.

10.18. **INJURIES WHILE ON DUTY.**

- (1) An Incident Report must be completed as soon as possible and signed by the injured employee and by their supervisor. The Incident Report will be submitted to the Employee Health Service Department immediately, and copies will be sent to the Workers' Compensation Manager and the individual's department.
- (2) If the injury requires medical attention the employee will be sent to the Employee Health Service, Occupational Medicine Department, or Emergency Medicine Department for follow up. The employee will notify the Worker's Compensation Manager as soon as possible if injury wholly or partly incapacitates the employee from performing their duties.
- (3) If the employee chooses an outside medical provider for their treatment the Workers' Compensation Manager will be notified as soon as possible so that a plan can be developed for monitoring the employee's medical treatment and progress. The Employee has the option of choosing their own physician, however, the employee must submit to examination by the Occupational Medicine physician or other designated physician, if requested by the Workers' Compensation Manager and at reasonable times thereafter.

ARTICLE 11- PAID TIME OFF

11.1. **VACATION SELECTION.** Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees off work at the same time, the employee with the greater seniority shall be given their choice of vacation period. Except as indicated below, choice shall be by classification within cost center/cost center group as determined by the Employer. When requesting time off, it is the employee's responsibility to ensure that they will have a sufficient amount of time off available for the period of time requested at the time of use. Vacation starting time will be granted on any day of the week as requested by the employee when coverage can be provided.

Seniority shall prevail for vacation requests submitted to the supervisor in writing during the bidding period listed for the vacation periods listed below. The Employer agrees to respond to requests by the dates noted in the table below.

<u>Bidding Period</u>	<u>Vacation Period</u>	<u>Employer to respond by</u>
December 1 st to December 31 st	February 1st to August 31st	January 21st
May 1 st to May 31 st	September 1 st to January 31 st	June 21st

Other vacation requests made will be granted on a first come/first serve basis. The Employer will respond to these requests within a reasonable time after considering scheduling and coverage needs of the department. Management has the right to cancel approved time off in the event that the employee does not have a sufficient amount of paid time off available at the time of use, in an emergency or in the event of a staffing shortage.

11.2. HOLIDAY/VACATION. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee may elect to take the day off by using either one day of accrued PTO or one day of holiday hours. The employee shall make the election on their PTO request.

Election of PTO and/or Holiday use for time off must be made no later than the pay period in which it is taken. PTO/Holiday use may not be back dated.

11.3. PURPOSE/DEFINITION. Paid Time Off (PTO) is intended to provide employees with pay for time off. Eligible full-time employees and part-time employees will accrue PTO hours according to the PTO schedule noted below. PTO accrual rates are adjusted automatically when an employee reaches the appropriate amount of hours to earn the next higher accrual rate.

PTO is composed of tradable hours and non-tradable hours. The majority of PTO hours accrued is non-tradable and can only be used for time off. However, tradable PTO hours may be used for time off, may be sold to help pay for other employee benefits, or may be sold for cash which is paid off on the first two paychecks of each month.

11.4. ELIGIBILITY AND ACCRUAL RATES FOR PTO. Bargaining unit probationary and regular employees of Regions Hospital who are regularly scheduled for 36 hours or more per pay period are eligible to accrue PTO.

Each eligible employee shall be granted PTO for each full month of actual service rendered on the following basis:

<u>Number of years of employment</u>	<u>Accrual in hours per pay period</u>	<u>Yearly Accrual in hours</u>
Less than 4 years*	7.0769	184
At least 4 years, but less than 9 years*	8.0000	208

At least 9 years, but less than 15 years*	8.6154	224
At least 15 years, but less than 23 years*	9.8462	256
At least 23 years, But less than 28 years*	11.0769	288
28 years or more*	11.3846	296

*2080 hours equals one year

The above schedule is for eligible full-time employees (80 hours per pay period). Eligible part-time employees regularly scheduled for thirty-six (36) hours or more per pay period will accrue PTO directly proportionate to the number of hours paid each pay period. For example, a half-time employee who works 40 hours in a pay period will earn 40/80th of the full-time accrual amount. A part-time employee who works 60 hours will earn 60/80th of the amount earned by a full-time employee.

The above PTO schedule includes both Tradable and Non-Tradable PTO time. An eligible full-time employee earns eight (8) Tradable days per year. An employee may elect to use those days toward time off or receive their cash value throughout the year or on or by December 31st. Eligible part-time employees earn Tradable days on a pro-rated basis. A full-time employee must be paid for at least forty (40) regular hours in a pay period to be eligible to accrue PTO. A part-time employee must be paid for at least thirty-six (36) regular hours in a pay period in order to be eligible to accrue PTO. Definition of regular hours: All non-overtime hours worked, PTO, holiday, extended sick leave, jury duty, educational LOA. Regular hours do not include overtime hours.

11.5. MAXIMUM ACCRUAL. PTO may be accumulated to a maximum of 380 hours. The PTO maximum is the total of non-tradable hours and old vacation/holiday hours.

11.6. EXCESS PTO. Any PTO in excess of the maximum accumulation allowed shall be lost to the employee.

11.7. TRADING AND SELLING PTO. Eligible employees who choose to trade or sell all or any part of their tradable PTO hours may do so according to the following table:

<u>Regularly Scheduled Hours</u>	<u>Tradable Days You Can Sell</u>
80	Up to eight days (64 hours)
60 to 79	Up to six days (48 hours)
40 to 59	Up to four days (32 hours)
36 to 39	Up to three days (24 hours)
0 to 35	Not eligible for PTO

Tradable hours which are unused or which are sold have a value equal to the employee's base pay rate as of the October 1st of the prior year. Unused Tradable PTO hours cannot be carried over into the next year and will be cashed out to the employee at the year end.

Non-tradable PTO hours can only be used for time off. Non-tradable PTO hours not used during the year may be carried over into the next year. The maximum number of PTO hours an employee may have at any one time is 380 hours. Any PTO hours in excess of the 380 hours maximum will be lost to the employee. The employee will not be paid for such lost hours. Any employee who is at the maximum will not accrue additional PTO hours while they are at the maximum. The 380 hours PTO maximum applies to the total of non-tradable PTO hours plus old vacation/holiday hours.

11.8. ORDER OF USE OF PTO. Accrued PTO hours will be used in the following order: first, non-tradable hours; second, old vacation/holiday hours; third, tradable hours and fourth, holiday hours. No PTO hours may be used in anticipation of future accumulation. The scheduling and payment of time off is subject to the approval of the department.

11.9. COMPENSATION FOR ACCRUED PTO UPON TERMINATION OF EMPLOYMENT. Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking their accrued PTO, shall be compensated in cash for the unused PTO they have accumulated at the time of separation. The rate of compensation for PTO hours shall be as follows:

Non-tradable PTO: Paid in cash 100% of the current base pay rate.

Tradable PTO: Paid in cash 100% of the base rate as of October 1 of the previous year or the date the employee became eligible for benefits if after October 1st.

Tradable PTO will be paid at the fixed hourly rate as established in the flexible benefits program.

11.10. COMPENSATION FOR ACCRUED PTO UPON CHANGE OF STATUS. Employees whose employment status changes from a PTO eligible status to a PTO ineligible status will be paid all unused PTO hours and old vacation/holiday hours at the time such a status change is made. Employees who subsequently return to a PTO eligible status will then begin accruing PTO at the same accrual rate they were at when they reduced to ineligible PTO status.

ARTICLE 12 - SEVERANCE PAY - EXTENDED SICK LEAVE

12.1. AMOUNT OF SEVERANCE PAY. Upon separation from the Hospital by resignation, layoff, expiration of leave of absence or death, a regular employee, their estate or their named beneficiary shall be paid one-half of all unused accumulated

extended sick leave days not to exceed one hundred (100) days' pay or seven thousand five hundred dollars (\$7,500), whichever is the least, for any one employee, provided:

- (1) That at the time of separation, the employee has at least sixty (60) days of accumulated extended sick leave to their credit.
- (2) That at the time of separation from the Hospital, the employee must have been employed by the Hospital for at least ten (10) years prior to their separation. Time spent in an employment status of temporary or emergency, or time spent on an unpaid leave of absence shall not count toward the ten (10) year requirement. The ten (10) year requirement shall not apply to an employee whose cause of separation is death, who has been laid off, or whose position has been abolished. Employees who, as of March 18, 1989 have between four hundred thirty-two (432) and four hundred seventy-nine and nine-tenths (479.9) hours of extended sick leave, will have a one-time opportunity at the time of separation to transfer unused PTO/Holiday hours to the Extended Sick Leave back on a one-to-one basis to meet the four hundred eighty (480) hour requirement for severance pay.
- (3) An employee whose position has been abolished or who has been laid off, shall have the option of waiting until their eligibility for reinstatement expires before applying for severance pay.
- (4) The rate of payment shall be based upon the regular hourly wage of the employee, in their regular classification, at the time of separation. Separation as used in this policy means the last working day of the employee at the Hospital.
- (5) The severance payment may be deferred to January of the next calendar year if requested in writing by the employee and provided that such deferral will not have unfavorable tax consequences to the Employer and/or the Employee. An employee who is laid off may defer the severance payment until their layoff recall rights expire.
- (6) If an employee is reinstated or re-employed as a regular or probationary employee within one (1) year after termination from the Hospital, the time the employee previously was employed by the Hospital shall count toward the ten year requirement of the Severance Pay Policy provided that the previous time of employment was not used to qualify the employee for a previous severance payment.
- (7) Once an employee receives severance payment, they cannot buy back the extended sick leave upon which the severance was based.

ARTICLE 13 - LEAVES OF ABSENCE

13.1. ELIGIBILITY REQUIREMENTS. Regular and probationary employees shall be eligible for leaves of absence after six (6) months of service with the Employer excluding maternity and medical leaves. To the extent that any employee taking a leave of absence pursuant to this Article is concurrently eligible for a leave of absence under the requirements of the Family and Medical Leave Act of 1993, the time spent on a leave of absence under this Article shall be counted towards the employee's entitlement under the Family and Medical Leave Act of 1993.

13.2. APPLICATION FOR LEAVE. Any request for a leave of absence shall be submitted in writing by the employee to the department head or designees on the appropriate leave of absence form. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for an approved leave of absence shall be furnished to the employee by the Employer or designee, and shall be in writing.

13.3. NO EARNED BENEFITS/SALARY INCREASES. Neither benefits or salary increases shall be earned by employees while on a leave of absence without pay except that employees shall also be eligible to receive any general wage increase awarded during the leave of absence, except as required by law. Employees returning to work after leave without pay will be paid at the same salary held at the time the leave began, except as required by law.

13.4. SENIORITY AND REINSTATEMENT. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the classification they held at the time the leave of absence was requested.

13.5. JURY DUTY. Any employee of Regions Hospital who is called upon to serve on jury duty on a scheduled working day will be carried on the payroll at their regular salary. If an employee is called to jury duty during the day and the employee is scheduled to work an evening or night shift which immediately precedes or follows the daytime jury duty hours, the employee is not required to work that scheduled shift.

Employees on the day shift who are dismissed from jury duty with four (4) or more hours remaining on their shift must call the department each day they are dismissed early. If the department does not need to have the employee return, the employee may use PTO or holiday time for the remainder of their shift. Should the employee wish to return to work for the remainder of their scheduled shift, they may do so. Employees on the day shift who are dismissed from jury duty with less than four (4) hours remaining on their regularly scheduled shift will not be required to return to work and will be paid as if their entire regularly scheduled shift were spent serving jury duty.

The employee will refund to the Hospital the jury fee which is paid by the court for any day they received pay except those fees paid for meals, parking and mileage. Part-time employees who are called to serve on jury duty must refund jury duty payments made to them only for those days the employee was scheduled to work and also received jury duty payments. Once an employee is aware that they have been called to serve on jury duty, the employee must notify their supervisor immediately.

Employees called to serve on a federal or grand jury will be handled on an individual basis according to the concepts in this policy.

When an employee is permanently released from a jury duty obligation, they must inform their supervisor.

13.6. DECISION ON REQUEST FOR LOA. A request for a leave not exceeding one (1) month shall be answered within five (5) work days. A request for a leave of absence exceeding one (1) month shall be answered within (10) work days.

13.7. PERSONAL LEAVE. Personal leaves of absence, not to exceed six (6) months, may be granted at the discretion of the department. Employees must exhaust all accrued PTO and/or holiday hours while on a Personal Leave of Absence. A personal leave of absence may, at the discretion of the department, be extended up to an additional six (6) months. Probationary and regular employees on a personal leave of absence shall be returned to their position in their department if the leave is for sixty (60) calendar days or less or to their classification in the bargaining unit if the leave is in excess of sixty (60) calendar days. If all positions in the classification have been filled, in order to accommodate a more senior person who returns to work after a personal leave, the employee with the least amount of seniority in the classification in the bargaining unit shall vacate that position. Employees returning from a leave of absence will return to the same salary rate and will accrue PTO at the same rate as prior to the leave.

All leave of absence forms required must be filed with the Human Resources Department prior to the beginning of the leave.

13.8. MATERNITY/PATERNITY/ADOPTIVE LEAVE OF ABSENCE. The employee shall be granted, at the employee's request, a maternity/paternity/adoptive leave of absence for a period of time not to exceed six (6) months. For adoptive parents, the period of time off, may, at the discretion of the adoptive parent, begin before or at the time of the child's placement in the adoptive parent's home and shall be for the purpose of arranging the child's placement or caring for the child after placement. The maternity/paternity/adoptive leave may not begin more than twelve (12) months after the birth of the child or placement of the child in the adopted parents' home; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than twelve (12) months after the child leaves the hospital. The employee must use their accrued PTO and/or holiday hours during the leave. The employee may take the leave unpaid after they have exhausted their accrued time off.

In order to secure adoptive leave the employee must provide written verification of the adoption prior to the granting of leave.

Probationary and regular employees shall be returned to their position in their department if the leave is for sixty (60) calendar days or less or to their bargaining unit classification if the leave is in excess of sixty (60) calendar days. If all positions in the bargaining unit classification

have been filled, in order to accommodate a more senior person who returns to work after a maternity/paternity/adoptive leave the employee with the least amount of seniority in the classification in the bargaining unit shall vacate that position. Employees returning from a maternity/paternity/adoptive leave of absence will return to the same salary rate including any general increases which have occurred during the employees' absence and will accrue PTO at the same rate as prior to the leave.

All leave of absence forms required must be filed with the Human Resources Department prior to the beginning of the leave.

13.9. TEMPORARY DISABILITY DUE TO PREGNANCY. Pregnant employees shall be eligible for PTO/extended sick leave in the same manner as any other disabled employee with a serious health condition. Such PTO/extended sick leave eligibility shall begin upon certification by the employee's attending physician that due to pregnancy, the employee is disabled in terms of their ability to perform the duties of her position. The employee shall then be eligible to receive extended sick leave benefits in the same manner as is provided for any other ill or injured employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by their attending physician.

13.10. SCHOOL CONFERENCES AND ACTIVITIES TIME OFF. An employee may take up to sixteen (16) hours during any 12-month period to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. If the employee's child receives child care provided in family day care homes, group day care homes, nursery schools, day nurseries, child day care centers, head start, and extended day school age child care programs in or out of the child's home, or attends a pre-kindergarten regular or special education program, the employee may use the leave time provided in this section to attend a conference or activity related to the employee's child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-work hours. If the employee cannot schedule the conference/activities during non-work hours and the employee has advance knowledge of the conference/activities, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. An employee may use accrued PTO for this leave or may take the leave as unpaid time. The employee shall indicate on their time card whether the leave is to be unpaid or paid through use of PTO. "Child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

13.11. MILITARY DUTY. Eligible bargaining unit employees will be covered by the same military provisions of the Employer's personnel policies on the same basis as non-union employees.

13.12. FMLA - OTHER APPLICATIONS. To the extent that any requested leave is consistent with the leaves described in this Article, employees covered by this Agreement shall be eligible for a leave of absence under the Employer's Family and Medical Leave of Absence policy on the same basis applicable to non-union employees of the Hospital.

13.13. FAILURE TO RETURN FROM A LEAVE OF ABSENCE. If an employee is unable to return from an approved leave of absence on the date agreed to at the time the approval was given, the employee must:

1. Contact their immediate supervisor two (2) weeks prior to their expected date of return, and
2. Give explanation of their status and reasons why they are unable to return, and
3. Request an extension be given to their LOA, and
4. Provide a physician's statement for a Medical LOA, if appropriate.

The supervisor will approve or disapprove the extension of the LOA within two (2) days and notify the employee of the date they are expected to return to work. If the employee fails to contact the Employer and request an extension and does not report back to work on expected date of return, the employee will be considered to have voluntarily resigned.

13.14. FUNERAL LEAVE. Paid leave up to two (2) days not to exceed sixteen (16) hours will be granted upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, domestic partner (as defined by Employer's Personnel Policy), children, step-children, parents, step-parents, siblings, grandchildren, grandparents, and shall include parents and siblings of employee's spouse and the domestic partner's parents and siblings. The supervisor has the right to request that the employee prove that they attended the funeral (i.e., an obituary or funeral service announcement).

ARTICLE 14 - WAGES

14.1. WAGES. Employees shall be compensated in accordance with the wage provisions of Section 1, but actual base rates of pay shall fall within the wage schedules attached to this Agreement and marked as Appendix A and B. The attached wage schedules shall be considered a part of this Agreement. In the event that there is a rounding difference between the amounts shown on Appendix A, B and C or the regular rate of pay of any employee and payroll, payroll shall govern.

Effective **July 1, 2020** each individual employee's hourly wage rate will be increased by **one (1) percent** or an amount needed for them to be placed at the minimum of the range, whichever is greater.

Effective **January 1, 2021**, each individual employee's hourly wage rate will be increased by **one (1) percent** or an amount needed for them to be placed at the minimum of the range, whichever is greater.

Effective **July 1, 2021**, each individual employee's hourly wage rate will be increased by **two (2)**

percent or an amount needed for them to be placed at the minimum of the range, whichever is greater.

If an employees' individual hourly wage rate increase results in their new hourly salary wage rate exceeding the maximum of the range established in Appendix A, B and C, the employee will receive a lump sum amount equal to the amount over the top of the range based on their regular scheduled hours at the time of the hourly wage rate increase.

Without respect to individual wage movement of employees noted above, the minimums and maximums of each range will be adjusted as follows:

APPENDIX A – Effective July 1, 2020, the June 2019 range minimums and maximums will increase by one (1) percent.

APPENDIX B – Effective January 1, 2021, the June 2020 range minimums and maximums are increased by one (1) percent.

APPENDIX C – Effective July 1, 2021, the January 2021 range minimums and maximums are increased by two (2) percent.

The dates on which the individual hourly wage rate increases and range adjustments are provided above, are the start of the payroll period which begins closest to the applicable July 1 or January 1 of each respective year, **as appropriate**.

14.2. MERIT PAY SYSTEM

Regions Hospital Merit Pay System will be effective for all employees covered under this agreement. The Merit pay system will address how employees move through their pay ranges. Employees are eligible to receive pay increases based upon job performance as evaluated by the employee's manager/supervisor.

The merit table is divided into five levels of performance which correspond to the employee's overall performance rating on the evaluation form. The performance evaluation form uses a five (5) level scale. Each manager has the responsibility to determine how an employee's total performance evaluation equates to level of performance. Employees will have an overall evaluation rating of significantly exceeds expectations, exceeds expectations, performing at expectations, needs improvement or significantly needs improvement.

MERIT TABLE JULY 1, 2020 THROUGH JUNE 30, 2022

Performance Level	Percentage
Significantly Exceeds Expectations	1.25 %
Exceeds Expectations	1.25%
Performing at Expectations	.75%
Needs Improvement	0%
Significantly Needs Improvement	0%

Merit increases will be added on to an individual's base rate of pay. Increases are effective the beginning of the pay period following April 1st.

If an employee's merit increase results in their new hourly salary rate exceeding the maximum of the range established in Appendix A, B and C, the employee will receive a lump sum amount equal to the top of the range based on their regular scheduled hours at the time of the merit increase.

A. DEFINITIONS:

Significantly Exceeds Expectations

Performance was outstanding. Individual exceeded goals or department targets, demonstrated capability or capacity well beyond what is expected of their job and level, and was better than most in demonstrating Promises behaviors. Overall contribution to the organization's strategic and cultural objectives was exemplary.

Exceeds Expectations

Performance was exceptional. Individual exceeded most goals or department targets, demonstrated capability or capacity beyond what is expected of their job and level, and was better than many in demonstrating Promises behaviors. Overall contribution to the organization's strategic and cultural objectives was excellent.

Performing at Expectations

Performance was as expected. Individual met goals, achieved what is expected of their job and level, and adequately demonstrated Promises behaviors. Overall contribution to the organization's strategic and cultural objectives was significant.

Needs Improvement

Performance was inconsistent. Individual met some goals or department targets, partially demonstrated capability or capacity expected of their job and level, and unevenly demonstrated Promises behaviors. Overall contribution to the organization's strategic and cultural objectives needs progress. An improvement plan will be formulated to correct deficiencies and a new appraisal be set for six (6) months or less.

Needs Significant Improvement

Performance was unsatisfactory. Individual did not meet most goals or department targets, demonstrated capability or capacity below what is expected of their job and level, and inadequately demonstrated Promises behaviors. Overall contribution to the organization's strategic and cultural objectives was limited. An improvement plan will be formulated to correct deficiencies and a new appraisal be set for six (6) months or less.

Unable to Assess

Employee did not work during the entire evaluation period of January 1 - December 31.

B. The employer will establish immediately a Merit Pool fund for this bargaining unit separate from the other non-AFSCME employees.

C. MERIT PAY APPEAL PROCESS:

1. Any employee who receives a "needs improvement" or "significantly needs improvement" rating and disagrees with this rating may file an appeal. NO OTHER RATINGS MAY BE APPEALED.
2. The employee must submit in writing a request for an appeal hearing to their supervisor within ten (10) days of receiving the "needs improvement" or "significantly needs improvement" rating.
3. The supervisor will contact and provide a copy of the employee's request of appeal to an appointed Employer representative who will contact and provide a copy to the Union representative. The appeal committee will be notified and the committee will schedule the employee's appeal within thirty (30) days of original request.
4. The Appeal Committee will consist of two (2) Union appointed members and two (2) Employer appointed managers (not limited to the BOC Unit) who are not from the department in which the appealing employee works. The Union Field Representative and any representatives from the Human Resources Department may not serve on this committee.
5. This committee will hear the employee's and management's arguments and reach a consensus to support the "needs improvement" or "significantly needs improvement" rating or may over turn the "needs improvement" or "significantly needs improvement" rating and assign a new rating that will be retroactive to April 1st. All parties agree the findings of this committee will be final and they will be placed in writing with the supporting facts of the committee's decision. The employee will present their own case, but may select another employee to accompany them to this hearing. The initial "needs improvement" or "significantly needs improvement" rating or the final decision of the Appeal Committee will not be grievable under the Union contract.
6. The Employer agrees the Merit Pay System will not be used as an alternative method of discipline, harassment or discrimination of any kind.

14.3. SHIFT DIFFERENTIALS. Eligible employees who work at least fifty percent (50%) of the hours of their scheduled shift during the evening or night shift will receive a shift differential of eighty cents (\$0.80) per hour per evening shift and one dollar and forty cents (\$1.40) an hour for night shift. The evening and night shift will be defined as follows:

Evening Shift:	3:00 p.m. – 11:30 p.m.
Night Shift:	11:00 p.m. – 7:30 a.m.

In the event that an employee is eligible for a shift differential as defined above, the employee will be eligible for the differential for all hours worked during the defined times above at the applicable rate.

Employees receiving a Saturday or Sunday differential will also be eligible for these evening and night shift differentials, if applicable.

The differential will not be paid where such work constitutes overtime under the provision of this agreement. Employees working on a continual evening/night shift assignment shall be paid the differential that applies to their regularly assigned hours during all paid leaves.

14.4. WEEKEND DIFFERENTIALS. All full-time employees and part-time employees working a regular schedule of thirty-two or more hours per pay period who work on a Saturday shall receive a Saturday weekend differential of forty-five cents (\$.45) per hour.

All full-time employees and part-time employees working a regular schedule of thirty-two or more hours per pay period who work on a Sunday shall receive a Sunday weekend differential of fifty cents (\$.50) per hour.

Weekends are defined as beginning at midnight on Saturday and ending at 11:59 p.m. on Sunday.

Employees working overtime in accordance with the provisions of the overtime policy are not eligible for this differential for overtime hours worked.

14.5. ON-CALL/OFF PREMISE. Employees assigned or directed by their supervisor to be on-call will be compensated for each hour that the employee has been assigned or directed to remain on-call. Any part of an hour shall be considered a whole hour under this Section. The on-call rate is two dollars fifty cents (\$2.50) per hour. When an employee who is on-call is directed to report to work, the employee will be paid the on-call rate until they arrive at work. Once the employee arrives at work, they will be paid the applicable rate for actual hours worked but not less than four (4) hours pay. If the employee returns to on-call status after they leave work, the on-call premium shall resume.

14.6. CALL-BACK. In the event an employee is physically called to return to work after their regularly scheduled shift they shall receive not less than four (4) hours' pay. Call back time shall only apply where the employee is called in to work while the employee is at a location other

than the Hospital or other work location designated by the Employer. Call back time shall be paid at the applicable rate.

14.7. EDUCATION AND MEETING PAY. Any employee who is required to attend mandatory education/training and/or staff meeting on their day off will receive not less than four (4) hours pay.

Any employee who attends an optional training and/or staff meeting in person or via the phone will be paid for the amount of time he/she attends the meeting.

Any employee attending training or e-learning via computer/phone from a non-worksite location will be paid for the amount of time on the call or the e-learning.

The time of the meeting must be entered into the payroll system within 48 hours or no later than the end of the pay period. It is the employee's primary responsibility to enter their clocking times or ask the supervisor in writing to enter their clocking time into the payroll system.

14.8. WORK OUT OF CLASS. Any employee assigned to a position with a classification having a higher rate of pay shall receive the higher pay after four hours of work. Employees working out of class will receive a straight six percent (6%) increase or the salary range minimum of the higher class, whichever is greater but which does not exceed the range maximum of the classification in which the employee is performing the work out of class, for time worked out of class. This payment shall apply to work out of class in positions within and outside the bargaining unit. An out of class position is one which has a higher range minimum than the employee's regular position.

14.9. NO PYRAMIDING.

The base rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this agreement, nor shall there be any pyramiding of premium compensation. The weekend bonus pay will be excluded from this article.

14.10. UNSCHEDULED WEEKEND BONUS. Eligible employees who are not scheduled, but who agree or volunteer to work the night shift on Friday, any shift on Saturday, or the first two shifts (day and evening) on Sunday, will receive a weekend bonus of five dollars (\$5.00) per hour for each hour actually worked on the shift.

Employees will not be eligible for this unscheduled weekend bonus if:

1. The employee has not met scheduled hours worked in the subject pay period due to unscheduled absences;
2. The employee has voluntarily switched shifts with an employee in order to work the shift; or
3. The work is outside the weekend shifts.

4. Scheduled shifts must be at least 8 hours in length to be eligible for bonus. The unscheduled hours must be at least a 4 hour minimum beyond 8 hour scheduled shift.
5. The shift is part of your regular FTE.
6. The employee has requested PTO and then picks up the same shift.

14.11. **MARKET RATE ADJUSTMENT.** The parties agree that the Employer may increase range minimums and/or range maximums at its sole discretion. In the event that the Employer increases range minimums and/or range maximums, it will provide thirty (30) days prior notice to the Union.

In order to facilitate the Employer's consideration of any market adjustments, the parties agree that the Union may assist the Employer by providing data and requesting consideration of range movements.

Employees will receive a written response from Human Resources informing the employee of the Employer's decision.

The Employer's decision on whether or not a market adjustment is necessary is not subject to the grievance process

14.12. **PRECEPTOR PAY.** Job classifications assigned preceptor responsibilities outside the employee's regular duties and responsibilities will receive a payment of \$1.00 per hour for only those hours assigned to complete competency testing for a new employee in the same job classifications. Orientating and job shadowing is not precepting.

In order to be eligible for this payment, the employee's manager must designate and assign the preceptor responsibilities to the employee prior to the time that the preceptor duties are to be performed. Lead positions and an employee receiving an out-of-class payment pursuant to Section 14.8 are not eligible for preceptor pay.

14.13. **RECOGNITION BONUS.** The Employer reserves the right to recognize exceptional performance with on the spot rewards (cash on employee's pay check, gift card, gift, etc.) equal to a nominal value not to exceed forty (\$40) dollars. No redeemable certificates will be given to Wal-Mart Stores or Sam's Club.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1. **DEFINITION OF GRIEVANCE.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. An employee has the right to proceed under non-union remedies in the Regions Hospital Personnel

Policies. An employee may not employ both the grievance procedure under this Article and non-union remedies for the same grievance.

15.2. ORGANIZATION REPRESENTATIVES. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

15.3. PROCESSING OF GRIEVANCE. It is recognized and accepted by the Union and the Hospital that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities.

The aggrieved employee's representative shall be allowed a reasonable amount of time with pay, for the investigation or presentation of grievances during normal working hours provided the employee has notified the designated supervisor. Leave for these purposes shall be at a time mutually agreeable to the steward or officer and the designated supervisor. The designated supervisor will be notified when the steward or officer returns to the work station.

15.4. GRIEVANCE PROCEDURE. Grievances as herein defined, shall be processed in the following manner:

Step 1. Informal. An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall, with or without the Union representative, within ten (10) days after the first knowledge or the first date the employee should have known of the event giving rise to the grievance, present such grievance to their supervisor who is designated for this purpose by the Chief Executive Officer. The supervisor shall give their oral or written answer within five (5) days after such presentation.

Step 2. Formal. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the designated Human Resources employee within ten (10) working days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The department head or a designated representative and the designated Human Resources employee shall discuss the grievance within ten (10) days with the employee and the Union representative at a time mutually agreeable to the parties. If the grievance is settled as result of such a meeting, the settlement shall be reduced to writing and signed by the designated Human Resources employee and the Union. If no settlement is reached, the department head or designated representative shall give written answer to the Union within ten (10) days following their meeting.

Step 3. Appeal. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing as specified in Step 2 to the designated

Human Resources employee within ten (10) days after the department head or designated representative's answer in Step 2.

A meeting between the designated Human Resources employee, the department head or their designated representative, the employee and the Union shall be held ten (10) days following the Union request for a Step 3 meeting at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the designated Human Resources employee and the Union.

If no settlement is reached, the designated Human Resources employee shall give the Employer's written answer to the Union within ten (10) days following the meeting.

Step 4. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within ten (10) days after the Union's receipt of the Employer's written answer in Step 3. The selection of an arbitrator shall be made pursuant to either 29 CFR section 1404 or the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. Selection between the two provisions shall be made by the Union provided it is referring the grievance and by the Employer provided it is referring the grievance.

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.
2. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings the cost shall be shared equally.

15.5. **WAIVER.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal, thereof, within the specified time limits or any agreed to extension, the employee and the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Hospital

and the employee Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.

15.6. GRIEVANCE REPRESENTATIVE. Employees presenting a grievance under Step 2 shall be represented by a Union representative of the BOC bargaining unit.

ARTICLE 16 - DISCIPLINE

16.1. JUST CAUSE. The Employer will discipline employees for just cause only. Discipline will be in any one of the following forms:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension
- (d) Final Written Warning
- (e) Demotion
- (f) Discharge

Normally the Employer will use progressive discipline in deciding the level of discipline, but it reserves the right to choose a more severe form of discipline, up to and including discharge, depending upon the circumstances.

16.2. PROCEDURE. Discipline in the form of a written reprimand, suspension, demotion, or discharge shall be given in writing and, whenever possible shall not be given in public. An employee receiving such discipline may appeal the discipline through the grievance procedure outlined in Article 15 above. Any employee covered by the Agreement may submit the disciplinary action to the grievance procedure beginning at Step 2, or appeal the disciplinary action to the non-union grievance procedure as provided by the Regions Hospital Personnel Rules. An employee may not use the non-union procedure if they have already used the procedure outlined in Article 15.

An investigatory meeting shall be held when disciplinary action is contemplated. A verbal or written notice will be given to the affected employee stating the date, time and place of the proposed meeting and stating the right of the employee to request Union representation at the meeting. A 24-hour notice will be given whenever possible. Such meeting and notice is not required if the matter involves investigation of criminal activity. The Oral Reprimand is not grievable. The Written Reprimand is grievable, but not subject to arbitration except where it is used in subsequent discipline that goes to arbitration.

16.3. RECORDS. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

16.4. SUSPENSION PENDING INVESTIGATION. When an employee is suspected of committing an act of violence or other flagrant misconduct, an act of serious safety violations, or a serious act having a direct impact on patients, the Hospital may suspend the employee at the time of

the incident for a period of 10 working days without pay pending a management investigation and review of the matter. The department must contact the Leader of Human Resources or the Manager of Human Resources prior to issuing a suspension pending investigation. The letter of suspension pending investigation must be signed by the department and by the Leader of Human Resources or by their designee. Should additional time be needed to complete the investigation, the department may extend the period of investigation with approval from the Vice President responsible for the department and the Leader of Human Resources. Should the suspended employee later be determined not to have committed misconduct, the Employer shall restore the lost pay. If the employee is determined to have committed the misconduct, and the Employer has decided to give a suspension without pay which is less than the period of investigatory suspension without pay, the difference in pay shall be restored. If the suspension without pay is turned into a discharge, no restoration of pay for the suspension shall occur.

16.5. PERSONNEL FILE NOTICE. Any subject matter submitted by the Employer to the employee's personnel file which could be detrimental to the employee's future promotion, transfer, present or future employment, shall be served upon the employee in writing.

ARTICLE 17 - PROMOTIONS

17.1. GENERAL PROMOTIONS. Employees who are promoted to a position within the bargaining unit will receive the greater of the minimum of the new range, appropriate placement in the new range based on comparable experience or six percent (6%) provided that the six percent (6%) or appropriate placement does not exceed the top of the range into which the employee promoted.

Movement from one classification to another in which the range maximum of the new position is higher than the range maximum of the position from the employee has moved shall be considered a promotion. Movement to a classification which has a lower range maximum than that from which moved shall be considered a demotion. Movement within classifications for which the range maximum is equal shall be considered a lateral transfer.

17.2. TIME COUNTED. In the event that the employee does not successfully complete the probationary period in the promoted position, the employee will return to the same salary rate including any general increases which have occurred.

ARTICLE 18 - SENIORITY

18.1. DEFINITIONS. Seniority means an employee's length of continuous service by classification and from their date of hire within the bargaining unit.

18.2. SENIORITY LISTS. Each **December 1st** and **May 1st** the Employer shall post a seniority list showing the continuous service of each employee by classification. A copy of the seniority list shall be furnished to the Union when it is posted.

18.3. CLASSIFICATION SENIORITY. Seniority is by bargaining unit classification. An employee's seniority date is the date upon which the employee's probationary period begins in a classification. For the purpose of establishing seniority lists for layoff, the names of all employees in the same bargaining unit classification are placed on one seniority list in the order of their seniority date. On-call employees are not included on this seniority list.

In the event of common seniority dates, the employees' seniority dates are determined by:

1. The longest continuous Hospital/Ramsey County seniority.
2. In the event there is a tie after 1, then the names of employees with common seniority dates are placed in a box. The Leader of Human Resources or designee will draw names from a box. The first name pulled will be most senior.

All bargaining unit classifications in a career development series shall be treated as one classification for the purpose of determining seniority for layoffs. For seniority purposes no distinction is made between full-time and part-time employees. Temporary and On-Call/Intermittent employees shall have no seniority.

18.4. BREAK IN SENIORITY. An employee's seniority shall be broken by voluntary resignation, discharge for just cause, retirement, death or acceptance of a permanent position outside of the bargaining unit. Employees promoted outside the bargaining unit shall maintain their seniority in the unit for ninety (90) days.

18.5. PROBATION PERIODS.

- A. **PURPOSE.** The purpose of having probationary periods is to determine an employee's ability to satisfactorily perform the function of a position into which an employee is hired, promoted, or changes classification.
- B. **LENGTH OF PROBATION.** Bargaining unit employees shall serve a probationary period of six (6) months from the date of employment or the date of bargaining unit membership, whichever is later. In the event the department head wishes more time to evaluate an employee's performance, the probationary period may be extended for an additional three (3) months. The probationary period of an employee who is on approved leave of absence may be extended by the amount of time the employee is on an approved leave of absence. Time spent as a temporary or on-call/intermittent employee shall not count toward the probationary period. Time served on probation, whether continuous or not, shall be charged to the period of probation.

Examples: August 12 – September 12 equals one month
 January 30 – February 28 equals one month
 March 31 – April 30 equals one month

An employee on probation who is not satisfactorily performing the functions of the position or unqualified to perform the functions of the position may be terminated at

any time during the probationary period with the consent of the Leader of Human Resources or designee.

The Employer may discharge any new employee during or at the end of the probationary period and the employee may not grieve the discharge. Employees who fail subsequent probationary periods may not grieve the Employer's decision. Probationary and regular employees who change to a classification which is at the same or higher salary grade level as their current classification shall serve a probationary period according to the probation time period established for the classification to which they are changing. A probationary or regular employee who changes to an equal or higher classification in the bargaining unit who is found to be unsatisfactory during the probation period shall be reinstated to their former regular bargaining unit classification unless the classification no longer exists.

An employee who changes from one classification to another classification will serve a probationary period in the classification to which they are changing unless:

- 1) the employee is changing to the classification as the result of a reclassification study conducted by the Human Resources Department, or
- 2) the employee has previously served a probationary period in the classification to which they are changing and has not terminated since previously holding the classification.

ARTICLE 19 - WORK FORCE

19.1. POSTING VACANCIES. A vacant position which the Employer chooses to fill will be posted for not less than five (5) calendar days. Regular employees within the same classification may indicate to the Employer, in writing and during the posting period, their interest in being considered for reassignment to fill the vacant position. A vacant position is defined as a position to be filled by the Employer resulting from a resignation, retirement, discharge, currently budgeted positions and additionally budgeted positions.

The department in the selection of employees for the vacant position shall consider classification seniority and the employee's ability to perform the job. The Employer shall select from among the three (3) most senior qualified employees bidding. If less than three (3) bids, the Employer has the option of hiring a bidder or hiring another applicant.

If at least three employees within the classification bid on the position and the Hospital does not choose the senior qualified employee within the same classification the reason shall be stated in writing. The employee may grieve the written notification.

The vacancy posting shall set forth the class title, nature and location of the work to be performed, shift/shifts and the closing date that applications will be received.

The provisions of this Article shall apply to the initial vacancy and up to two (2) sequential vacancies that may be created by reassignment within the classification.

Except as may otherwise be provided in this Agreement, employees who are selected for reassignment under the provisions of this Article will again become eligible for consideration six (6) months following such reassignment.

19.2. EXEMPTIONS. Certain positions need not be posted according to the above policy; these include:

1. Positions that will be filled by employees in the same job title whose positions have been abolished or who are on lay off status.
2. Positions filled by a Hospital employee who is accommodated due to a disability or a court imposed order provided the employee meets the minimum qualifications.

19.3. POSTING PERIOD. The five (5) day posting period will begin by 8:00 a.m. of the first day and not be taken down until midnight of the fifth day.

19.4. LAYOFFS.

1. Whenever it becomes necessary to reduce the workforce in any department due to lack of work, lack of funds or for other causes, the department shall designate those classifications and positions in which layoffs will occur. Layoffs shall occur by seniority within the bargaining unit classification with the least senior employee(s) in the classification being laid off first. A senior employee will be permitted to bump the least senior employee provided the bumping employee can perform all of the duties of the position within 60 days after assignment.
2. No layoff of probationary or regular employees will occur within the bargaining unit until all temporary employees in the classification in any cost center listed in the Recognition Article (Article 3) have been terminated. Any vacant position in the affected classifications within the bargaining unit at the time of layoff will be offered to employees in order of seniority who would otherwise be laid off provided the bumping employee can perform all of the duties of the position within 60 days after assignment.
3. Employee shall be permitted to exercise seniority rights to any classification previously held within the BOC unit. The employee must be able to perform all of the duties of the position within 60 days after assignment.

19.5. INVOLUNTARY REDUCTION IN HOURS. Whenever it becomes necessary to reduce hours or re-allocate hours in any department due to lack of work, lack of funds, or for other causes, the department shall designate those classifications and positions in which the reductions or re-allocation will occur.

The employee who is involuntarily reduced will have the right in accordance with their seniority within their bargaining unit classification and Cost Center to a position occupied by the least senior employee in the same bargaining unit classification and in the same Cost Center which has hours which are greater than those to which the employee is being reduced.

A temporary reduction of hours, due to low needs or system failure, will be defined at the discretion of the Employer. An employee who is subject to temporary reduction of hours and has reported for their shift will be guaranteed four (4) hours of pay. No guarantee is provided for employees contacted prior to reporting. Employees subject to reduced hours may have an option to make up lost hours in the same week, utilize PTO or take the time off unpaid. Alternate duties may be assigned as available.

The most senior employee will be offered the option to leave work or stay at work for the remainder of their shift. The Employer will move to the next senior employee, if necessary, giving them the same option.

19.6. RECALL. For the purpose of filling vacant positions, employees who are on a laid off status and employees whose hours have been reduced involuntarily will be combined into a common recall list by classification and in order of seniority within their classification.

Employees who have completed the probationary period and who are on a laid off status will be offered, according to seniority, vacant positions in their same bargaining unit classification within the bargaining unit, grade and salary as the position from which the layoff took place. This requirement to offer vacant positions will last for the greater of six months or one-half of the employee's length of service with the Employer except that no employee shall remain on the recall list for greater than twelve (12) months from the date of layoff. A vacant position of half time or more will be considered a viable job for employees who were half time or more at the time of layoff. For employees who were less than half time at the time of layoff, a viable job will be considered a job which has hours equal to or greater than those at the time of layoff. An employee on laid off status who declines a viable job offer forfeits their rights to recall and will be removed from the recall list.

Employees whose hours have been reduced involuntarily will be offered, in order of seniority, only those vacant positions in their bargaining unit classification within the bargaining unit which have hours greater than those hours to which they were involuntarily reduced. A viable job offer for employees who are involuntarily reduced will be the same criteria as for employees who have been laid off.

Recall will be by written notification, sent by certified mail, to the employee's last noted address. The employee is responsible for updating their personal data (phone/address) to Human Resources while on recall. A courtesy phone call will also be made to the employee's last known phone number on file with Human Resources. Employee must notify Human Resources within fifteen (15) calendar days of the employer's mailing date of their intent to return to work. Failure to return to work within fifteen (15) calendar days from their response to the employer will be deemed a separation from employment and the employee will not have any further recall rights.

ARTICLE 20 - INSURANCE

20.1. HEALTH INSURANCE.

All eligible employees shall be offered participation in the Employer's insurance program. Effective the date of hire into a benefit eligible position, the Employer will make contributions toward health and dental insurance for all eligible employees who elect to participate in the Employer's insurance program as follows.

Employees who are regularly scheduled to work at least 40 hours per pay period will be eligible to participate in the Employer's health insurance program. Eligible employees will be required to pay the following amounts per month as a contribution toward the health care premium:

Employee costs per month for health insurance will be as follows:

Hours per pay period	Single	Family
40 – 80	15%	14.6%

The employee single portion of the insurance premium is fifteen percent (15%) and the employee family portion of the insurance premium is fourteen point six percent (14.6%) of the total monthly coverage costs. The employee percentages will remain at fifteen percent (15%) for single coverage and fourteen point six percent (14.6%) for family coverage for the duration of this agreement. At no time will the single monthly premium increase exceed twenty dollars (\$20.00) per month per year. At no time will the family monthly premium increase exceed thirty-five dollars (\$35.00) per month per year.

* The non-union premium rates will apply for other plans offered by the Employer (e.g., HSA plan).

* If monthly premium rates decrease (below the rates listed above) for the primary health insurance plan for non-union employees, the non-union rates will also apply for BOC members.

No Medical Coverage

**Full-time employees who work 64-80 hours per pay period will receive \$50 per month (\$25 twice monthly) in flexible dollars if proof of health coverage is provided. No flexible dollars are produced for any other part-time employees.

20.2. DENTAL INSURANCE. The Employer will contribute to dental insurance on the same basis as the basic non-union employee program. If there is any increase in the dental insurance premium, this increase shall be divided equally between the Employer contribution and the employee contribution.

20.3. FLEXIBLE BENEFITS PROGRAM. Eligible bargaining unit employees will be covered by the flexible benefits program on the same basis as non-union employees. Under this program, eligible employees regularly scheduled from sixty-four (64) through eighty (80) hours per pay period who meet the requirements to opt out and who opt out of medical coverage will receive fifty (50) flexible dollars per month. Employees on Medicare or other programs that do not allow the receipt of flex dollars are not eligible to receive this benefit. In the event any of the flexible dollar amount is increased for non-union employees, the same change will be granted to eligible employees covered by this Agreement. In the event the flexible dollar amount is decreased for non-union employees, the decrease will not apply to eligible employees covered by this agreement.

20.4. LIFE INSURANCE. Effective the first of the month after hire into a benefits eligible position of 40 regularly scheduled hours or more a pay period, the Employer will provide group life insurance equal to the nearest thousand dollars of an employee's annual salary, based on the employee's salary on October 1 of the previous year, up to a fifty thousand dollar (\$50,000) maximum.

20.5. HEALTH INSURANCE LABOR MANAGEMENT COMMITTEE. The Employer and the Union agree to establish a Labor Management Committee on Health Insurance matters. Employees of the bargaining unit covered by this Agreement will have appropriate representation on the Health Insurance Committee. This Labor Management Health Insurance Committee will meet by mutual agreement and such meetings will be considered paid time for the employee representatives.

20.6. ADOPTION ASSISTANCE PROGRAM. Employees will be eligible to participate in the Employer's Adoption Assistance Program on the same basis as non-union employees.

ARTICLE 21 - GENERAL PROVISIONS

21.1. DISCRIMINATION. Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, national origin, marital status, sexual orientation, status with regard to public assistance, disability, known relationship or association with an individual who has a disability, age, religious or political belief. Sexual harassment is considered discrimination under this Article. The Employer is specifically permitted to take all actions necessary to comply with the Americans with Disabilities Act. All complaints or grievances arising under this clause shall be processed under the Employer's EEO/AA Complaint Procedure or the Union grievance procedure, and/or state, federal or local administrative complaint procedures.

21.2. INSERVICES. All in-service training shall be at the expense of the Employer. Cost of required training outside the Hospital will be prepaid by the Hospital.

21.3. TUITION REIMBURSEMENT. The Employer will provide tuition reimbursement sums to bargaining unit employees on the same basis and with the same limitations as the basic non-union employee program for the term of this Agreement.

21.4. UNAUTHORIZED ACCESS TO AND/OR USE OF DATA CONTAINED ON THE HOSPITAL'S COMPUTER SYSTEMS. Data contained on the Hospital's computer system shall only be accessed and/or used by those personnel authorized to do so. Any employee who willfully accesses and/or uses any data or security codes contained on the Hospital's computer system without proper authorization or who discloses such data or security codes to unauthorized personnel shall be subject to disciplinary action up to and including discharge. They may also be subject to pertinent civil or criminal penalties.

21.5. RESIGNATION. When an employee resigns employment they will provide the department with a minimum of two weeks' notice unless another notice period has been stipulated by the department.

21.6. PAYROLL ERRORS. In the event the Employer fails to issue a proper paycheck and the amount of the error is 10% or more of the employee's gross salary, a manual check shall be issued within two (2) work days. In the event that the employee receives an overpayment of less than or equal to \$75, the amount of the overpayment may be taken from the employee's next paycheck without a signed overpayment correction form. In the event that the employee receives an overpayment of more than \$75, the Employer will work out a repayment plan with the employee. The standard repayment schedule should not exceed five (5) pay periods. If the employee fails to respond to the request to discuss the overpayment with payroll/HR Service Center, the employee will receive a repayment schedule and the amount will be automatically deducted. At no time will the repayment plan exceed twenty-five (25%) of the employee's net paycheck.

In the event that the Employer fails to issue a proper paycheck due to an employee's own misclocking error and/or failure to sign off on their time card a manual paycheck will not be issued. After the employee submits/makes the correction, the employer will verify the misclocking and will issue the corrected pay amount on the next available paycheck.

21.7. DEPARTMENT LABOR MANAGEMENT MEETING. Department-Labor management meetings are to be held quarterly if requested by the Employer or the Union. Additional meetings may be called if requested. The employee representatives shall be authorized to attend these meetings without loss in pay provided that they notify their designated supervisor.

21.8. INTERPRETING. The employer will not discipline or otherwise hold an employee accountable for unintentional errors that occur while the employee is assisting other hospital staff by acting as an interpreter for a non-English speaking patient.

21.9. HIRING PRACTICE. Management agrees to conduct a work experience survey of all employees currently in a job classification if they hire a new employee within three percent (3%) of the top of the maximum of the range of a classification. Management agrees to notify the Union with the results of this survey and meet and confer prior to implementing any changes, if needed. No more than one survey will be conducted per rolling 12 months per classification.

21.10. ALCOHOL AND DRUG TESTING. The employees in this bargaining unit will be covered by and subject to the Hospital's alcohol and drug testing for employees policy on the same basis as it applies to nonunion employees. The parties agree to discuss training a limited number of individuals in the Union leadership on the Hospital's drug testing policy. This does not include random drug testing. Management agrees to meet with the Union and negotiate any significant changes in the policy (i.e., implementing random drug testing.)

ARTICLE 22 - COMPENSATION FOR SEVERE WEATHER DAYS

22.1. SEVERE WEATHER DAYS. Severe weather is defined as a cancellation of public transportation (including busses, cabs and trains). Whenever severe weather prevents employees from arriving to work or delays their arrival at work, employees will be compensated on the following basis:

- (1) Employees who arrive at work will be paid as usual. Any employee whose department closes and who wishes to work should report to the admitting office for a work assignment within the Hospital.
- (2) Employees who do not report or arrive to work late must utilize accrued PTO or holiday time. Employees who use unscheduled time will not have it counted as an attendance occurrence if employees are unable to get to work. The above exception will not apply if the Employer arranges for employees to have transportation to work and transportation home from work.

Parents of preschool or school age children who cannot get their children to daycare because of severe weather must use PTO or holiday time. This will not be counted as an attendance occurrence.

- (3) Employees who have been given permission to leave work early must use accrued PTO or holiday time.

ARTICLE 23 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

23.1. COMPLETE AGREEMENT. This Agreement shall represent the complete Agreement between the Union and the Employer.

23.2. WAIVER OF BARGAINING. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though

such subject or matter may not have been within the knowledge or contemplation or either or both of the parties at the time that they negotiated or signed this Agreement.

23 3. **SAVINGS CLAUSE.** Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court or agency of competent jurisdiction, such decision of the court or agency shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision and at the request of either party, the parties agree to negotiate a substitute for the invalidated article, section or portion thereof.

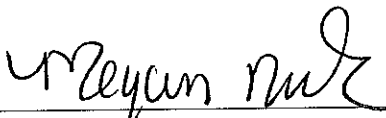
ARTICLE 24 - TERMINATION

This Agreement shall be effective as of the first day of July **2020** and shall remain in full force and effect until **June 30, 2022**. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty days prior to the expiration of this agreement that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations or until written notice of termination of this Agreement is provided to the other party.

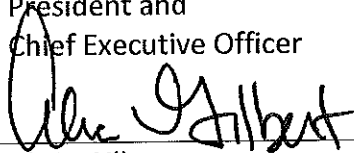
IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of July, 2020

REGIONS HOSPITAL

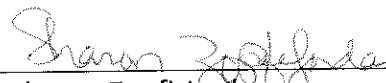
COUNCIL 5, OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO



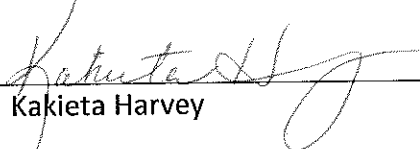
Megan Remark
President and
Chief Executive Officer



Alicia Gilbert
Vice President Human Resources



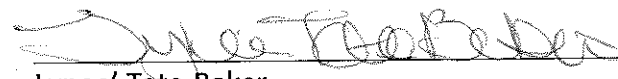
Sharon Zopfi-Jordan
Director Labor Relations



Kakieta Harvey



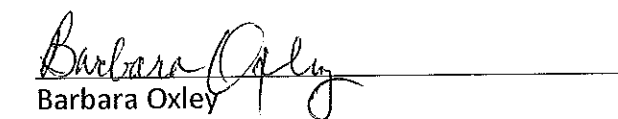
Melinda Pearson
Field Director



Lynee' Tate-Baker
Field Representative



Migdalia Baez
AFSCME Union President, Local 722



Barbara Oxley

Nicholas Love

Nicholas Love

Kevin McKenna

Tracy Wry

Dated: 7/1, 2020

Dated: _____, 2020



**AFSCME
BOC 722
SALARY GRADES AND RANGES**
Effective 7/1/2020

Job Code	Job Title	Minimum	Midpoint	Maximum	Salary Grade
721750	Clerk II-BOC Un	\$14.88	\$18.61	\$22.33	A
726550	Telephone Operator	\$17.05	\$21.30	\$25.56	B
724481	Cash & Credit Specialist	\$19.50	\$24.38	\$29.27	C
724480	Medical Billing Specialist				
724482	Revenue Support Specialist				
723070	Patient Account Representative				
725410	Patient Financial Counselor				
725320	Pharmacy Billing Specialist				
725411	Patient Placement Representative				
725415	Registration Financial Spec				
729680	Pharmacy Reg & Reimb Spec	\$22.35	\$27.93	\$33.50	D
724132	Revenue Project Specialist				
724131	Revenue Project Specialist – Patient Access				
722552	Team Lead - Cash & Credit				
728991	Team Lead –Financial Counseling				
722550	Team Lead - Medical Billing				

Appendix A – Salary Range Schedule Effective 7/1/2020



HealthPartners®

**AFSCME
BOC 722
SALARY GRADES AND RANGES**
Effective 1/1/2021

Job Code	Job Title	Minimum	Midpoint	Maximum	Salary Grade
721750	Clerk II-BOC Un	\$15.03	\$18.80	\$22.55	A
726550	Telephone Operator	\$17.22	\$21.51	\$25.82	B
724481	Cash & Credit Specialist	\$19.70	\$24.62	\$29.56	C
724480	Medical Billing Specialist				
724482	Revenue Support Specialist				
723070	Patient Account Representative				
725410	Patient Financial Counselor				
725320	Pharmacy Billing Specialist				
725411	Patient Placement Representative				
725415	Registration Financial Spec				
729680	Pharmacy Reg & Reimb Spec	\$22.57	\$28.21	\$33.84	D
724132	Revenue Project Specialist				
724131	Revenue Project Specialist – Patient Access				
722552	Team Lead - Cash & Credit				
728991	Team Lead – Financial Counseling				
722550	Team Lead - Medical Billing				

Appendix B – Salary Range Schedule Effective 1/1/2021



HealthPartners®

**AFSCME
BOC 722
SALARY GRADES AND RANGES**
Effective 7/1/2021

Job Code	Job Title	Minimum	Midpoint	Maximum	Salary Grade
721750	Clerk II-BOC Un	\$15.33	\$19.18	\$23.00	A
726550	Telephone Operator	\$17.56	\$21.94	\$26.34	B
724481	Cash & Credit Specialist	\$20.09	\$25.11	\$30.15	C
724480	Medical Billing Specialist				
724482	Revenue Support Specialist				
723070	Patient Account Representative				
725410	Patient Financial Counselor				
725320	Pharmacy Billing Specialist				
725411	Patient Placement Representative				
725415	Registration Financial Spec				
729680	Pharmacy Reg & Reimb Spec	\$23.02	\$28.77	\$34.52	D
724132	Revenue Project Specialist				
724131	Revenue Project Specialist – Patient Access				
722552	Team Lead - Cash & Credit				
728991	Team Lead - Financial Counseling				
722550	Team Lead - Medical Billing				

Appendix C – Salary Range Schedule Effective 7/1/2021

MEMORANDUM OF AGREEMENT BETWEEN
REGIONS HOSPITAL AND AFSCME CO. 5, LOCAL 722
BUSINESS OFFICE CLERICAL UNIT
July 1, 2018

The Union and the Employer agree they are jointly committed to continuously improve the culture of Health Care and working environment at Regions Hospital by promoting a respectful and abuse-free workplace. The Employer and the Union established "The Regions Hospital Healthy Workplace Project" in September 2003.

In order to accomplish our goal of establishing a respectful and abuse free work environment we will use education, training, coaching with a reporting system that has real consequences. We may at times, for specific projects convene a Healthy Workplace Committee with members appointed by the union, nurses, physicians, Human Resources, department heads, and others. When such committee is convened it will operate under by-laws established by the committee. In 2011, the HWPC re-defined abusive and inappropriate behaviors as follows: gossip, blaming others, negative attitude, not communicating, lack of accountability, backstabbing, violation of confidentiality, rudeness, abusive gestures or actions, ignoring people, holding grudges, belittling, swearing, favoritism, complaining and controlling.

It is agreed that the Employer and Union leadership will support education and training so that we have the proper tools in place to coach all employees, investigate and document each reported offense. The parties agree that applying the same process to all employees is very crucial to the success of this project and in achieving our goals. The parties agree to review the effectiveness of this reporting process and review on a yearly basis. The Employer will establish a process to track and trend reports to assist in this review. This review will be provided to the designated Union representative on a yearly basis upon request of the Union.

If either party determines this process is not being applied the way it was intended the party can give written notice to the other calling for a meeting within 30 days to discuss. If the parties are not able to reach agreement on the complaints made the Union or the Employer may choose to withdraw from this agreement without setting any precedence or operating as a waiver of Union or Management rights.

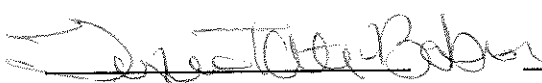
The process agreed to in September 2003, was a new process and it deviated from the Union contract grievances and discipline procedures. The Union mailed out the 2003 letter of agreement, the Harmful Behavior Reporting Process and each offense documents to the membership and placed this before the membership at a general membership meeting for a formal vote in compliance with the AFSCME International Constitution.

Since September 2003, the parties agreed that the Reporting of Harmful and Retaliatory Behaviors must be supported by a thorough investigation of all reports, and holding all those responsible for their actions. The Union does not believe the Each Offense (algorithms) former attachment in Appendix B has been applied on any uniform basis with real consequences.

Therefore, as of July 1, 2011, it is agreed to return to the contract grievance and discipline procedures and eliminate the Each Offense (algorithms) from this contract letter of agreement.

The Union wishes to go on record that the members desire to work in a more respectful work environment and this was the driving force behind the Union working in partnership with Regions Hospital and reaching this agreement. The Union and Regions Hospital believe continuing education for all employees working at Regions Hospital is key for success.

For the Union:

 7/1/2020
Lynee Tate-Baker
Field Representative
Date

For the Employer:

 7/1/2020
Sharon Zopfi-Jordan
Director Labor Relations
Date

Origination Date: 7/2004

Revisions Dates: 7/2012, 7/2014, 7/2016, 7/2018

Appendix D - Memorandum of Agreement #1



July 1, 2014

Matthew Nelson, Business Representative
AFSCME Council 5 – Local 722
300 Hardman Avenue South, Suite #2
South St. Paul, MN 55075-2469

Re: BOC Stewards

Dear Mr. Nelson:

This letter will serve to outline the parties' agreement that the Union or union members will utilize a steward from the general service worker unit or business office clerical unit, based on availability.

Please sign and date below to indicate your acceptance of this matter.

For Regions Hospital

Sharon Zopfi-Jordan
Manager Labor Relations

For AFSCME Council 5
Local 722

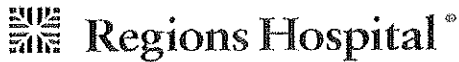
Matthew Nelson
Business Representative

Dated: 7/4/14

Dated: 7.4.14

Origination Date: 10/2001
Revision Dates: 7/2012, 7/2014

Appendix E– Letter of Understanding #2



Human Resources
Mail Stop: 11602A
640 Jackson Street
St. Paul, MN 55101-2595
(651) 254-4784
(651) 254-3450 Fax
regionshospital.com

July 1, 2007

Nola Lynch, Business Representative
AFSCME Council 5 - Local 722
300 Hardman Avenue South, Suite #2
South St. Paul, MN 55075-2469

Re: Overtime - continuation of shift into the next day

Dear Ms. Lynch:

This letter will serve to define the practice of continuation of shift for overtime as it related to 8 and 80 employees.

All employees who are designated on the 8 or 80 overtime option will be paid overtime for all hours worked beyond an 8 hour shift or 80 hour pay period if the shift begins on one calendar day and ends on the following calendar day.

Example: An employee worked the night shift beginning at 11:00 p.m. on Wednesday until 11:30 a.m. of the following day (Thursday). She worked four hours from 7:30 a.m. until 11:30 a.m. on Thursday she will receive the four additional hours she worked as extension of shift overtime even if she is not scheduled to return that same evening.

For Regions Hospital

A handwritten signature in black ink, appearing to read "Sharon Zopfi-Jordan".

Sharon Zopfi-Jordan
Manager Labor Relations

Dated: 10/28/10

For AFSCME Council 5
Local 722

A handwritten signature in black ink, appearing to read "Nola Lynch".

Nola Lynch
Business Representative

Dated:

10-28-10

Origination Date: 7/2004

Revision Date: 7/2007

Appendix F – Letter of Understanding #3



July 1, 2014

Matthew Nelson, Business Representative
AFSCME Council 5 - Local 722
300 Hardman Avenue South, Suite #2
South St. Paul, MN 55075-2469

Re: New Classifications and Layoff

Dear Mr. Nelson:

As of July 1, 2014, the hospital established new classifications which replaced Clerk III, Clerk IV and Pt Accounting Team Leader: Bill/Cash. In the 2014 negotiations it was agreed that employees who were in these former classifications as of June 30, 2014 will have bumping rights into the applicable new classification should a layoff in the new classification occur.

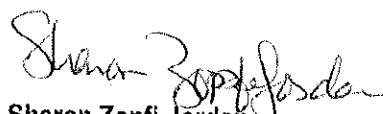
For the purposes of this letter the following new classifications of Cash & Credit Specialist, Billing Specialist, Revenue Support Specialist and Special Services Billing Specialist would be considered in the former Clerk III classification.

Revenue Project Specialist would be the former Clerk IV classification.

Team Lead-Medical Billing and Team Lead-Cash and Credit would be considered in the former Pt. Accounting Team Leader: Bill/Cash classification.

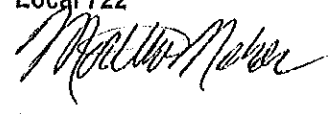
Employees will be permitted to exercise seniority rights to any classification previously held within the BOC unit or in the applicable new classification. Employees must be able to perform all of the duties of the position within 60 days after assignment.

For Regions Hospital


Sharon Zopfi-Jordan
Manager Labor Relations

Dated: 9/4/14
Origination Date: 7/2014

For AFSCME Council 5
Local 722


Matthew Nelson
Business Representative

Dated: 9.4.14



July 1, 2016

Suzanne Kocurek, Field Representative
AFSCME Council 5 - Local 722
300 Hardman Avenue South, Suite #2
South St. Paul, MN 55075-2469

Re: Notice of employee work location changes to new address

Dear Ms. Kocurek:

The purpose of this letter is to outline notification for changing work locations to a different building address. In the event that employees are assigned to move work locations to a different building address, a minimum 14 calendar day notice is required prior to the date of the change. A lesser notice may be given in emergent situations. This does not apply to temporary or short term work coverage situations of less than 3 months.

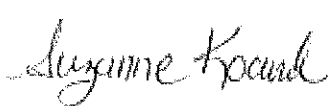
For Regions Hospital


Sharon Zopf-Jordan
Manager Labor Relations

Dated: 7/26/16

Origination Date: 7/2016

For AFSCME Council 5
Local 722


Suzanne Kocurek
Field Representative

Dated: 7/26/16

Appendix H – Letter of Understanding #5



July 1, 2016

Suzanne Kocurek, Field Representative
AFSCME Council 5 - Local 722
300 Hardman Avenue South, Suite #2
South St. Paul, MN 55075-2469

Re: Flexible Weekend Scheduling

Dear Ms. Kocurek:

During contract negotiations the Union and the Employer discussed non-traditional work schedules and the ability to have flexible weekend scheduling.

Non-traditional work schedules could include an option to work every weekend including split weekends.

We have agreed to the following parameters:

- Moving to an every weekend schedule must be mutually acceptable to employee and Employer with notification to President of the Local.
- Newly posted positions will include specific weekend requirements.
- Management will do a meet and confer with Union if Management no longer needs schedules with every weekend.
- Other than the stipulations above the language in article 7.4 remains.

For Regions Hospital

Sharon Zopfi-Jordan
Manager Labor Relations

Dated: 7/26/16

Origination Date: 7/2016

For AFSCME Council 5

Local 722

Suzanne Kocurek
Field Representative

Dated: 7/26/16



July 1, 2020

Lynee' Tate-Baker, Field Representative
AFSCME Council 5 - Local 722
300 Hardman Avenue South
South St. Paul, MN 55075-2469

RE: Non-Traditional Work Schedules for Patient Placement

Dear Lynee':

The Union and the Employer have agreed a to twelve (12) hour shifts in the Patient Placement Department for the Patient Placement Representative classification.

We have agreed to the following parameters:

- Mutually acceptable to employee and Employer.
- Employee has the ability to go back to shift assignment within first 12 weeks cycle. After first 12 weeks employees can bid on future openings.
- New posted positions would specify schedule including weekend rotation.
- Management will give a minimum of 6 weeks' notice if it is determined that the modified schedule needs to be cancelled.

Prior to the end of the 2020 – 2022 Collective Bargaining Agreement expiration a survey will be conducted to determine employee satisfaction of 12 hour scheduling. The results will be discussed at the 2022 negotiations to determine if 12 hour scheduling will be continued in future collective bargaining agreements by mutual agreement of the parties.

The Union and the Employer have also agreed to meet and confer to discuss non-traditional work schedules in Labor – Management meetings including the implementation and any on-going issues.

For Regions Hospital


Sharon Zopfi-Jordan
Director Labor Relations

Dated: 7/1/2020

Origination Date: 7/2016
Revised 7/2018, 7/2020

Appendix J– Letter of Understanding #7

For AFSCME Council 5
Local 722

Lynee' Tate-Baker
Field Representative

Dated:



July 1, 2020

**Lynee' Tate-Baker, Field Representative
AFSCME Council 5 - Local 722
300 Hardman Avenue South
South St. Paul, MN 55075-2469**

RE: Holiday Scheduling for Patient Placement

Dear Lynee':

The Union and the Employer have agreed to holiday scheduling practices for the Patient Placement staff.

For Patient Placement staff the following will be the Holiday Scheduling practice. The original pilot runs from September 3, 2018 to January 2, 2021. After the expiration of the original pilot the Holiday Scheduling practices outlined in this Letter of Understanding will continue for Patient Placement. Prior to the end of the collective bargaining unit agreement a survey will be conducted with Patient Placement staff to determine the success of the practice. If the practice is deemed successful the practice may be continued by mutual agreement of the union and the employer.

Major Holiday groups. For holiday scheduling, staff is divided into two groups. Staff members who hold a FTE appointment will be assigned a holiday grouping and holiday scheduling will take precedence over the fixed scheduling pattern (this includes staff working only weekend shifts and may result in being scheduled above your FTE).

Group A – works the 4th of July, Labor Day, and Christmas Day one year, and Memorial Day, Thanksgiving, and New Year's Day the next year.

Group B – does the opposite.

When the 4th of July, Christmas Day or New Year's Day fall on a weekend, the holiday will take precedence over the weekend. Weekend assignments will change to conform to the holiday groupings.

Employees may request PTO during a pay period containing any of the six major holidays. However, if it is your holiday to work, you will need to find your own coverage with supervisory approval.

PTO requests involving Christmas and New Year – the maximum period of time off allowed for the Christmas – New Year season (mid-December to mid- January) is seven (7) consecutive days, including weekends, days off and the official holiday.

Seniority language and vacation bidding language will not apply for the six major holidays, listed above, in the pilot.

For Regions Hospital


Sharon Zopfi-Jordan
Director Labor Relations

Dated: 7/1/2020

Origination Date: 7/2018

Revision Date: 7/2020

Appendix K– Letter of Understanding #8

For AFSCME Council 5
Local 722

Lynee' Tate-Baker
Field Representative

Dated:

INDEX

Absences, Scheduled and Non-Scheduled (10.5)	19
Adoption Assistance Program (20.6)	46
Agreement, Complete (23.1)	48
Alcohol and Drug Testing (21.10)	48
Authority, Employer (6.1)	12
Authority, Employer Delegation of (6.5).....	12
Bargaining Unit, Scope of the (3.1).....	8
Breaks, Additional Rest (7.12).....	14
Breaks, Combining Rest/Lunch (7.13).....	14
Breaks, Rest (7.10)	14
Bulletin Board, Union (4.7)	11
Call-Back (14.6)	34
Classifications, Abolished (3.2)	9
Classifications, New (3.4)	9
Contracting/Subcontracting (6.3)	12
Definitions (Terms) (2.1)	7
Differentials, Shift (14.3).....	33
Differentials, Weekend (14.4).....	34
Disability, Temporary due to Pregnancy (13.9)	29
Discipline, Just Cause (16.1).....	39
Discipline Procedure (16.2).....	39
Discrimination (21.1).....	46
Discrimination, Non- (6.6).....	12
Dues Deduction (4.1)	10
Duplication, No (10.15).....	22
Employment Limitation, External (10.10).....	21
ESL for PTO, Substitution of (10.2).....	18
ESL, Authorized Reasons for Use (10.3).....	18
ESL, Use (10.1).....	18
Exclusivity (3.3)	9
Funeral Leave (13.14).....	30
Grievance, Definition of (15.1).....	36
Grievance, Organization Representative (15.2).....	37
Grievance Procedure (15.4)	37
Grievance, Processing of (15.3)	37
Grievance Representative (15.6)	39
Grievance, Records (16.3).....	39

Grievance Waiver (15.5)	38
Hiring Practice (21.9).....	47
Holiday Accruals, Pro-Rated (9.7)	17
Holiday Eligibility (9.2)	16
Holiday Hours/Payment, Maximum Accumulation of (9.5)	17
Holiday Time, Compensation for Unused (9.8)	18
Holiday/Vacation (PTO) (11.2).....	23
Holidays (9.1)	16
Holidays, Monday through Friday Operations (9.4)	17
Holidays, Religious (9.9).....	18
Holidays, Scheduling Alternate (9.6).....	17
Holidays, Scheduled Workday (9.3).....	16
Hours, Regular (7.3)	12
Indemnification (4.3)	10
Injuries While on Duty (10.18).....	22
Injury on Duty Coordination (10.13).....	21
Inservices (21.2).....	46
Insurance, Dental (20.2).....	45
Insurance, Flexible Benefit Program (20.3)	46
Insurance, Health (20.1).....	45
Insurance, Life (20.4).....	46
Interpreting (21.8).....	47
Involuntary Reduction in Hours (19.5).....	43
Jury Duty (13.5).....	27
Labor Management Committee, Insurance (20.5)	46
Labor Management Committee, Department (21.7)	47
Layoffs (19.4).....	42
Leave, Accident and Illness (10.7)	20
Leave, Application for (13.2).....	27
Leave, Family Medical Leave Act - Other Applications (13.12)	29
Leave, Personal (13.7).....	28
Leave, Reinstatement from (10.8).....	20
Leave, Union Business (4.8)	11
Leaves of Absence, Decision on Request for (13.6).....	28
Leaves of Absence, Eligibility Requirements (13.1).....	27
Leaves of Absence, Failure to Return (13.13).....	30
Leaves of Absence, Maternity/Paternity/Adoptive (13.8)	28
Leaves of Absence, No Earned Benefits/Salary Increases (13.3).....	27
Leaves of Absence, Seniority and Reinstatement (13.4).....	27
Lockout, No (5.2).....	11
Lunch, Unpaid (7.11).....	14

Mandatory Reporting of Condition (ESL) (10.17)	22
Market Rate Adjustments (14.11).....	36
Education and Meeting Pay (14.7).....	35
Merit Pay System (14.2).....	31
Military Duty (13.11).....	29
Notice, Prior (ESL) (10.4).....	19
On-Call/Off Premise (14.5).....	34
Out of Class (14.8).....	35
Overtime (7.6).....	13
Overtime Assignment (7.7)	14
Overtime, Computation of (7.8)	14
Part-Time Employees Change in Employment Status (8.3)	15
Part-Time Employees Computation of Rate of Pay (8.2).....	15
Part-Time Employees Benefits Eligibility for Part-Time Employees (8.1).....	14
Part-Time Employees Extra Shift (8.4)	15
Payment, Required (Union Security) (4.2)	10
Payroll Errors (21.6)	47
Personnel File Notice (16.5).....	40
Preamble (1).....	7
Preceptor Pay (14.12)	36
Probation Periods (18.5).....	41
Promotions, General (17.1)	40
Promotions, Time Counted (17.2)	40
PTO, Authorized Reasons for Use (10.3).....	18
PTO, Compensation for Accrued Upon Change of Status (11.10).....	25
PTO, Compensation for Accrued Upon Termination of Employment (11.9).....	25
PTO Computation (10.16)	22
PTO, Eligibility and Accrual Rates (11.4)	23
PTO, Excess (11.6)	24
PTO, Maximum Accrual (11.5).....	24
PTO, Order of Use of (11.8).....	25
PTO, Purpose/Definition (11.3).....	23
PTO, Trading and Selling (11.7).....	24
Purpose (7.1)	13
Pyramiding, No (14.9)	35
Pyramiding, No Double Payment or (7.9).....	14
Recall from Layoff (19.6).....	44
Recognition Bonus (14.13).....	36
Release from Work, Conditions (4.6).....	11
Resignation (21.5)	47
Resignation, Voluntary (10.6)	20
Return, Conditions Upon (Medical Leave) (10.9)	20

Return to Work, Verification of Fitness to (Medical Leave) (10.12).....	21
Rights, Non-Waiver of (6.2)	11
Rules, Work (6.4).....	12
Savings Clause (23.3).....	49
Schedule, Normal (7.4)	13
Schedule, Work (7.5).....	13
Schedules, Determination of (7.2).....	13
School Conferences and Activities Time Off (13.10)	29
Seniority, Break in (18.4).....	41
Seniority, Classification (18.3).....	40
Seniority, Definitions (18.1)	40
Seniority Lists (18.2).....	40
Seniority and Reinstatement (13.4).....	27
Severance Pay, Amount of (ESL) (12.1).....	25
Statutory Waiting Period, Effect of (Injury) (10.14).....	21
Stewards (4.5)	10
Stewards, Conditions for Release from Work (4.6)	11
Strike, No (5.1)	11
Suspension Pending Investigation (16.4).....	39
Termination, Agreement (24).....	48
Tuition Reimbursement (21.3).....	46
Unauthorized Access to and/or use of Data Contained on the Hospital's Computer Systems (21.4).....	47
Union PAC (4.4)	10
Unscheduled Weekend Bonus (14.10).....	35
Utilization ESL, PTO, Holiday (10.11)	21
Vacancies, Posting (19.1)	42
Vacancies, Posting Exemptions (19.2)	43
Vacancies, Posting Period (19.3).....	43
Vacation Selection (11.1).....	22
Wages (14.1)	30
Waiver of Bargaining (23.2)	48
Weather Days, Severe (22.1)	48

r: /labor-relations/afscme/negotiations/boc/BOC contract 2020-2022

