

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

REGIONS HOSPITAL

AND

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

Local 722

Service Support Unit

July 1, 2019 through June 30, 2021

TABLE OF CONTENTS

ARTICLE	SECTION	DESCRIPTION	PAGE NO.
Article 1		Preamble	1
	1.1	Purpose	1
Article 2		Definitions	1
	2.1	Bargaining Unit Employee	1
	2.2	Bargaining Unit Position	1
	2.3	Regular Employee	1
	2.4	Probationary Employee	1
	2.5	Temporary Employee	2
	2.6	On-Call/Intermittent	2
Article 3		Recognition	3
	3.1	Job Classifications	3
	3.2	Exclusivity	4
	3.3	New Classifications	4
Article 4		Union Security	5
	4.1	Dues Deduction	5
	4.2	Required Payment	5
	4.3	Indemnification	5
	4.4	Union PAC	6
	4.5	Union Participation	6
	4.6	Union Provision of Written Materials	6
	4.7	Use of Hospital Meeting Rooms	6
	4.8	Union Bulletin Boards	6
	4.9	Allocation of Stewards/Union Representatives	6
	4.10	Union Business	7
Article 5		No Strike/No Lock Out	8
	5.1	No Strike	8

ARTICLE	SECTION	DESCRIPTION	PAGE NO.
Article 6		Employer Authority/Employee Rights	8
	6.1	Employer Authority	8
	6.2	Work Rules	8
	6.3	Employer Delegation of Authority	8
Article 7		Hours of Work	9
	7.1	Purpose	9
	7.2	Determination of Schedules	9
	7.3	Regular Hours	9
	7.4	Normal Schedule	9
	7.5	Work Schedule	9
	7.6	Twelve Hour Rule	9
	7.7	Posting of Schedules	9
	7.8	7 on / 7 off	10
Article 8		Part Time Employees	10
	8.1	Part-Time Eligibility for Benefits	10
	8.2	Computation of Rate of Pay	11
	8.3	Extra Shift	11
Article 9		Work Breaks	11
	9.1	Rest Periods	11
	9.2	Rest Period for Additional Shifts	11
	9.3	Lunch Period	11
	9.4	Rest Period Department Needs	11
	9.5	Rest Period Expectations for Employees	12
Article 10		Holidays	12
	10.1	Regular Full-Time Employees	12
	10.2	Part-Time Employees	12
	10.3	Definition of Holiday	12
	10.4	Monday Through Friday Operations	13
	10.5	Maximum Accumulation of Hours/Payment	13
	10.6	Scheduling Alternate Holidays	13
	10.7	Prorated Holiday Accruals	13

ARTICLE	SECTION	DESCRIPTION	PAGE NO.
Article 11		Non-Scheduled Time Off and Extended Sick Leave	14
	11.1	ESL Use	14
	11.2	Authorized Reasons for Use	15
	11.3	Inclement Weather	15
	11.4	Return from Leave of Absence	15
	11.5	Reinstatement from Unpaid Leave of Absence	16
	11.6	Accommodations for Employees Returning to Work	16
	11.7	Engaging in Other Employment	16
	11.8	Verification of Fitness to Return	16
	11.9	ESL Utilization During Vacation	17
	11.10	Injury on Duty Coordination	17
	11.11	PTO Computation	17
	11.12	Additional Types of Voluntary Resignations	18
Article 12		Paid Time Off	18
	12.1	Vacation Selection	18
	12.2	Holiday/Vacation	18
	12.3	Cash Compensation at Separation	19
	12.4	Accrual Rates	19
	12.5	Maximum Accrual	20
	12.6	Excess PTO	20
	12.7	Transfer of Hours	20
	12.8	PTO Provisions	20
	12.9	Order and Use of PTO	20
Article 13		Severance Pay – Extended Sick Leave	20
	13.1	Amount of Severance Pay	20
	13.2	480 Hours Rule PTO/ESL	21
	13.3	10 Year Rule ESL	21
	13.4	Rate of Payment -ESL	21
	13.5	Maximum Payment -ESL	21

ARTICLE	SECTION	DESCRIPTION	PAGE NO.
Article 14		Leaves of Absence	21
	14.1	Eligibility Requirements	21
	14.2	Application for Leave	21
	14.3	Decision on Request	21
	14.4	Seniority and Reinstatement	21
	14.5	Jury Duty	22
	14.6	Personal Leave	22
	14.7	Maternity	22
	14.8	No Earned Benefits/Salary Increases	22
	14.9	Usage of Accrued Time Off	23
	14.10	Military Leave	23
	14.11	School Conferences	23
Article 15		Wages	23
	15.1	Wage Schedule	23
	15.2	Weekend Differential	27
	15.3	Evening/Night Differential	27
	15.4	On-Call Time	28
	15.5	Education and Meeting Pay	28
	15.6	Out-of-Class Pay	28
	15.7	Payroll Errors	29
	15.8	Promotion	29
	15.9	Movement Between Classifications	30
	15.10	Unscheduled Weekend Bonus	30
	15.11	Lead Worker Pay	30
	15.12	Base Rate/Premium Compensation	31
	15.13	Performance Recognition	31
	15.14	On Call Off Premise Pay	31
	15.15	Preceptor Allowance	31
	15.16	Market Rate Adjustments	32
	15.17	Pharmacy Tech, Pharmacy Purchasing Assistant & Instrument Processing Tech CEUs	32

ARTICLE	SECTION	DESCRIPTION	PAGE NO.
Article 16		Overtime	33
	16.1	Rate of Pay/Definition	33
	16.2	Distribution	33
	16.3	Requirement of Overtime	33
	16.4	Calculation	34
Article 17		Discipline	34
	17.1	Just Cause	34
	17.2	Discipline meeting notification	34
	17.3	Discipline	34
	17.4	Discharge	35
Article 18		Grievance Procedure	35
	18.1	Definition of Grievance	35
	18.2	Organization Representatives	35
	18.3	Processing of Grievance	35
	18.4	Grievance Procedure	36
	18.5	Grievance Waiver	37
	18.6	Grievance Representative	37
	18.7	Records	37
	18.8	Personnel File Contents	38
	18.9	Back Pay Award	38
Article 19		Seniority	38
	19.1	Definition	38
	19.2	Classification Seniority	38
	19.3	Probation Period	38
	19.4	Seniority Lists	38
	19.5	Breaks in Continuous Service	39
	19.6	Reduction to Former Position	39
	19.7	Temporary Assignments/Floating	39

ARTICLE	SECTION	DESCRIPTION	PAGE NO.
Article 20		Work Force	40
	20.1	Posting of Vacancies	40
	20.2	Layoffs	41
	20.3	Job Elimination	42
	20.4	Promotional Maintenance of Seniority	42
	20.5	Involuntary Reduction of Hours	42
	20.6	Recall Rights	42
Article 21		Insurance	43
	21.1	Participation and Health Insurance	43
	21.2	Dental Insurance	43
	21.3	Flexible Benefit Program	43
	21.4	Retiree Health Insurance	44
	21.5	Life Insurance	44
	21.6	Labor Management Committee	44
	21.7	Long Term Care Insurance Eligibility	44
	21.8	Adoption Assistance Program	44
Article 22		General Provisions	44
	22.1	Discrimination	44
	22.2	Inservices	45
	22.3	Tuition Reimbursement	45
	22.4	Subcontracting	45
	22.5	Safety Committee	47
	22.6	Establishment of Labor Management Committee	47
	22.7	Departmental Labor Management Committee	47
	22.8	Reasonable Suspicion Drug Testing Policy	47
	22.9	Uniforms	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	SECTION	DESCRIPTION	PAGE NO.
Article 24		Termination	49
		Signature Page	49
		Attachments	
		Appendix A – AFSCME Salary Ranges	52
		Appendix B – Letters of Agreement #1 - #4	56
		#1 – Healthy Workplace Agreement	56
		#2 Non-Traditional Work Schedules Pilot	58
		#3 Letter Grade reclassifications for specified classifications	60
		Appendix C – Letters of Intent #1	62
		#1 – Employer vs. Employee expenses incurred for Mandatory Education	62
		Index	63

ARTICLE 1
PREAMBLE

- 1.1 This Agreement entered into by Regions Hospital, hereinafter referred to as the Employer, and Local #722 - Regions Hospital affiliated with Council 5, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union has, as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2
DEFINITIONS

- 2.1 Bargaining unit employee: A regular employee in a classified bargaining unit position.
- 2.2 Bargaining unit position: A job classification listed in Article 3 (Recognition) at Section 3.1 or added pursuant to Section 3.2 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.
- 2.3 Regular employee: An employee who is regularly scheduled for a set number of hours per pay period. The work he or she performs is of an on-going nature. However, nothing in this definitional section grants a regular employee a vested right to continued employment.

Regular Full-time employee: An employee in a classified bargaining unit position who is regularly scheduled to work 80 hours per pay period and has successfully completed the probationary period.

Regular Part-time employee: An employee in a classified 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.

- 2.4 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 her/his six (6) month probationary period.

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 her/his six (6) month probationary period.

- 2.5 Temporary Employee: An employee who is not in a classified 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.

In the event that a temporary employee is still working after one calendar year the employee will be reclassified as a full-time or part-time regular employee depending upon scheduled hours. 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. This newly reclassified employee will then begin serving a probationary period on the date that he/she is reclassified to the same extent as any newly hired employee. The employee's seniority date shall be the date that the employee was reclassified as a regular employee.

- 2.6 On-Call/Intermittent: All employees who are not classified as Regular Full-Time, Regular Part-Time, Probationary Full-Time, 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 employees in a classified bargaining unit position, provided that:

The Employer will keep records on the number of hours each On-Call/Intermittent employee works during all complete payroll periods beginning and ending between January 1 through June 1 and September 1 through December 31. Complete payroll periods beginning and ending between June 2 through August 31 will not be considered because these periods require extensive use of seasonal employees to replace vacationing regular employees. The Employer will total the number of hours that each On-Call/Intermittent employee worked during each measurement period and divide it by the number of payroll periods beginning in the same period. The final figure will determine the average number of hours per pay period the On-Call/Intermittent employee worked for the period. If an On-call/Intermittent employee is covering a leave of absence these hours will not be considered. Written documentation between the leader and employee needs to be documented and retained in the supervisory file and provided to Human Resources and the Union upon request.

In the event that the On-Call/Intermittent employee averages thirty-two (32) hours or more per pay period during either test period, except where otherwise requested by the employee, the employee will be reclassified as a full-time or part-time regular employee. This newly reclassified employee will then begin serving a probationary period on the date that he/she is reclassified to the same extent as any newly hired employee. The employee's start date and seniority date shall be the date that the employee was reclassified as a regular employee. Any change of status to the position resulting from this paragraph will not constitute a vacancy requiring posting.

In addition, the Employer will provide the Union with a list that covers employees who work in classifications covered by this Agreement and who work a regular schedule that is less than one - half (.5) time during the applicable reporting period. The list will indicate the name of the individual, the individual's title, the status of the individual as regularly scheduled or on call and the number of hours worked during the applicable reporting period. For purposes of this paragraph, the reporting period will be all complete pay periods between January 1 through June 1 and a separate reporting period will be all complete pay periods between October 1 through December 31.

ARTICLE 3 RECOGNITION

- 3.1 The Employer recognizes the Union as the exclusive representative for the following job classifications in the recognized bargaining unit:

- Anesthesia Attendant
- Bistro Services Associate
- Cafeteria Cashier
- Call Center Associate
- Catering Attendant
- Cook
- Copy Center Reprographic Technician
- Copier Technical Support Specialist
- Custodial Worker I and II
- Emergency Room Technician
- Food Service Attendant
- Food Service Worker
- Guest Experience Transporter
- General Repair Worker
- Groundskeeper
- Ingredient Room Attendant

Instrument Processing Aide
Instrument Processing Technician
Instrument Processing Technician Certified
Lead Bistro Services Associate
Lead Groundskeeper
Lead Guest Experience Transporter
Lead Mental Health Associate
Lead Supply Chain Associate
Lead Surgical Supply Specialist
Medical Assistant
Mental Health Associate
Nursing Assistant
Nutrition Driver
Patient Care Assistant
Pharmacy Purchasing Assistant
Pharmacy Technician Certified
Pharmacy Technician Certified Lead
Rehabilitation Assistant
Senior Medical Assistant
Senior Supply Chain Handler
Supply Chain Service Associate
Supply Chain Service Driver
Supply Chain Services Driver - Weekend
Supply Chain Service Specialist
Supply Chain Specialist – Center Core
Surgical Assistant
Surgical Care Assistant
Telemetry Monitor Tech
Therapy Aide
Video Monitoring Technician

- 3.2 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.
- 3.3 In the event that any new or different classification not listed in Article 3.1 is established and such classification or title is not within the bargaining unit previously agreed upon by the parties, then the Union shall nevertheless be the sole representative of said employee, the employee shall be included within the terms and conditions of this

Agreement, the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate agreed upon become a part of this Agreement as of the date such classification or title was established; provided the new or different classification or title as of the date of its establishment involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification or classifications which are now a part of the bargaining unit as listed in 3.1 of this Agreement. In the event that the parties are unable to agree on inclusion or exclusion of a new title in the bargaining unit, the matter will be submitted to the National Labor Relations Board for determination.

ARTICLE 4 UNION SECURITY/EMPLOYEE RIGHTS

- 4.1 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 Each employee working thirty-two (32) hours a pay period or more who, on the effective date of the Agreement is a member of the Union, shall, as a condition of employment, maintain his/her membership in the Union or pay to the Union each month a service charge to be determined by the Union as a contribution toward the administration of this Agreement.

Any future employee 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 as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues.

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 within thirty (30) days of their hire date and the Employer shall notify prospective employees of the agency shop provisions.

- 4.3 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 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union Political Action Committee.
- 4.5 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.
- 4.6 The Employer agrees to allow the Union to provide the Employer with written materials which will be made available to new employees hired to fill bargaining unit positions as part of orientation packets or books. The Union will provide the Employer with a copy of all the materials to be distributed to new Employees. If the Employer has an objection to the inclusion of any specific materials, the parties agree to meet and confer to resolve any problems. In the event that the parties do not agree on the material, the material will not be distributed to the employees with the packet of materials.
- 4.7 The Employer agrees, subject to availability, to allow the Union to use hospital meeting rooms for contract ratification meetings and for monthly general membership meetings held at **3:30 p.m.** of the **Second (2nd)** Tuesday of the month. The Union agrees to meet the same requirements for using the facilities as any other group must meet.
- 4.8 Union Bulletin Board. The Employer agrees to furnish and maintain suitable bulletin boards on the hospital central section second floor behind the employee elevators, the second floor of the south section by the employee elevators, the second floor of the northeast section by the employee break room and at the east building entrance. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.
- 4.9 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within ten (10) working days of such designation, certify to the Employer in writing of such designation, certify to the Employer in writing of such choice, and the designation of successors to former 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 Union will be allocated as follows:

Department	Stewards	Alternates
Housekeeping	Four (4)	Four (4)
Nutrition Services	Two (2)	Two (2)
Nursing Service	Eight (8)	Eight (8)
Sterile Processing	One (1)	One (1)
Supply Chain Services	Two (2)	Two (2)
Pharmacy	Two (2)	Two (2)
Emergency Room	Two (2)	Two (2)

- (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.

4.10 Union Business. 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 a leave of absence.

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.

Union leave will be counted for computation of benefits. Union leaves of less than 40 continuous hours shall be considered time worked for the purpose of establishing benefit levels. The maximum amount of annual Union leave, for the purpose of this section only, will be 96 hours per calendar year exclusive of time spent investigating and processing grievances and attending hospital committee meetings where union membership participation is requested. The union will provide to Human Resources on a quarterly basis a list of names and hours of those individuals who used Union leave during the quarter.

ARTICLE 5
NO STRIKE/NO LOCK OUT

- 5.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, 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 full duties within twenty-four (24) hours of such warning may be subject to discipline up to and including discharge. The Employer will not lock out any members of the bargaining unit during the life of this Agreement.

ARTICLE 6
EMPLOYER AUTHORITY

- 6.1 It is recognized by both parties that except as expressly stated herein, the Employer 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 Employer, 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 Work Rules. The Employer shall have the right to establish reasonable work rules which shall be equitably and uniformly applied. Prior to the effective date except for rules relating to patient or employee safety, any work rules shall be posted on all bulletin boards for a period of ten (10) consecutive work days. In addition copies shall be furnished to the Union, and when effective, all existing work rules shall be furnished to all employees. 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. Copies of all work rules shall be forwarded to the Human Resources department and shall be available for review by the Union.
- 6.3 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.

ARTICLE 7 HOURS OF WORK

- 7.1 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 Except as modified by this Agreement, work shifts, staffing schedules and assignment of employees thereto shall be established by the Employer.
- 7.3 Regular Hours. The regular hours of work each day shall be consecutive.
- 7.4 The normal work schedule for employees shall be five (5) eight (8) hours days and two (2) days off duty. The schedule will provide for every other weekend off. Other work schedules may be authorized to accommodate the services performed by the Employer. The normal work schedule for the Emergency Room Technician (ERT) classification may include twelve (12) hour days. Nursing may schedule eight (8) hour shifts during the week and twelve (12) hour shifts every 3rd weekend on Friday, Saturday & Sunday using three (3) pay period averaging. Nursing may also schedule alternative weekend options including split weekends, every weekend or every other weekend.
- 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.
- 7.6 At least twelve (12) hours shall elapse between the starting time for a new work shift and the end of an employee's previously worked shift unless the employee and the Employer mutually agree to an exception and except in emergencies. In the event a work schedule requires an employee to return to work with less than twelve (12) hours off, the schedule will be changed upon notice to the department head.
- 7.7 The Employer shall each January post the dates (for the entire year) when schedules for each department will be posted.

7.8 In the event that the Employer determines that employees in a position should work a seven on/seven off schedule, the following will apply:

1. Designated seven on/seven off schedule vacancies will be posted according to the requirements of the collective bargaining agreement.
2. Employees who were hired with the understanding that they were to work a seven on/seven off schedule may be required to continue to work this schedule.
3. Current employees and employees who were not hired with the understanding that they were to work a seven on/seven off schedule will be initially placed on such a work schedule only on a voluntary basis. Once a current employee or an employee who was not hired with the understanding that they were to work a seven on/seven off schedule volunteers to be placed on a seven on/seven off schedule, the employee will continue on that schedule with the following exception:
 - a. In the event that there is a vacancy in the employee's previously held work schedule, any employee who volunteers to work the seven on/seven off schedule will have the option to return to that schedule upon thirty (30) calendar days written notice to the Employer.
4. The provisions of Section 16.1 of the collective bargaining agreement relating to payment of overtime will apply to the employees working this schedule. Payment of overtime for individuals working the seven on/seven off schedule will be as required by the Fair Labor Standards Act.

ARTICLE 8

PART-TIME EMPLOYEES

- 8.1 Part-time employees shall be eligible to earn employee benefits on a pro rata basis provided that such employees work not less than thirty-two (32) 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 insurance as outlined in Section 20.1 and 20.2 if such employees work not less than forty (40) hours per pay period. A full-time employee must be paid for 40 regular hours a pay period in order to accrue PTO and 32 hours to accrue holiday. A part-time employee must be paid for 32 hours in a pay period in order to accrue PTO and 32 hours to accrue holiday. Definition of paid status: All non-overtime compensated hours (examples: regular hours

worked, PTO hours, holiday hours, extended sick leave, workers' compensation hours, etc.).

- 8.2 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 Part-time employees may request consideration to fill available additional shifts. Except where it will result in overtime and/or bonus, the Employer will endeavor to assign available additional shifts to regular part-time bargaining unit members and by shift where applicable (e.g. Housekeeping), in the following priority order:
- Bargaining unit non-overtime or non-bonus (no premium pay)
 - Non-bargaining unit (e.g. per diem)
 - Bargaining unit bonus pay eligible
 - Bargaining unit overtime eligible
 - Bargaining unit bonus and overtime eligible.

This Section 8.3 shall not apply where it will require additional training or orientation.

ARTICLE 9 WORK BREAKS

- 9.1 All employees' work schedules shall provide for two (2) fifteen (15) minute rest periods during shifts of eight (8) hours or longer.
- 9.2 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 to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the second shift.
- 9.3 Employees may be granted an unpaid lunch period not to exceed thirty (30) minutes during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift.
- 9.4 To meet department needs, the Employer may assign 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. The first break will be provided in the first half of the employee's shift when feasible.

- 9.5 The employee must follow the department's break schedule expectations for the position/unit assigned.

ARTICLE 10
HOLIDAYS

- 10.1 Regular full-time 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. If the work schedule, in which the holiday falls, exceeds eighty (80) hours an alternate day off may be granted. Regular full-time employees who are required to work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25th, or New Year's Day, January 1st, shall be credited with sixteen (16) additional hours. No other overtime or differential pay shall be earned when this provision is in effect. For purposes of this Article, the Christmas Day holiday is defined as the thirty-two (32) hours beginning at 3:00 pm on the eve and ending at 11:00 pm on the day and New Year's Day holiday is defined as the twenty-four (24) hours beginning at 11:00 pm on the eve and ending at 11:00 p.m. on the day designated as the holiday. Holiday hours are only earned once during the holiday window for each designated holiday.
- 10.2 Eligible part-time employees who work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall be covered by the provisions of Section 10.1 above. Regular part-time employees who are normally scheduled four (4) hour shifts and are required to work a four (4) hour shift on Christmas Day, December 25th, or New Year's Day, January 1st, shall be credited with eight (8) additional hours in lieu of any other holiday pay provision. No other overtime or differential pay shall be earned when this provision is in effect. Employees are eligible for the unscheduled weekend bonus provided that all the requirements of section 15.10 are met and the holiday falls within an eligible shift defined in 15.10. Eligible part-time employees who work on other holidays shall be paid on a pro rata basis computed on hours paid during the pay period in which the holiday falls.
- 10.3 Holidays are defined as:

New Year's Day	January 1 st
Martin Luther King's Birthday	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4 th

Labor Day	The first Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25 th

Employees shall be eligible for holiday pay provided they are on paid status on the scheduled day before and the scheduled day after the holiday.

- 10.4 For those areas which are only open Monday through Friday, when New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Saturday, the preceding day shall be a holiday.
- 10.5 An employee may accumulate a maximum of forty-eight (48) holiday hours. Any holiday hours earned in excess of forty-eight (48) will be paid off at the employee's current rate of pay. An eligible employee who works a holiday shall have the option of accruing the holiday hours earned or being paid for the holiday hours earned by so indicating on the employee's time card.
- 10.6 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 his/her 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 ten (10) 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.
- 10.7. PRO-RATED HOLIDAY ACCRUALS. Part time probationary and regular employees who are regularly scheduled for at least 32 hours per pay period, who are paid at least 32 hours in the pay period in which a holiday falls will accrue regular holiday hours according to the following table, which is incrementally based on total non-overtime hours paid:

<u>HOURS PAID</u>	<u>HOURS ACCRUED</u>
32	3.2
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 he or she is actually paid, not including overtime hours, in the pay period in which the holiday falls.

ARTICLE 11 NON SCHEDULED TIME OFF AND EXTENDED SICK LEAVE

- 11.1 Regular employees may retain the unused portion of their extended sick leave bank. Employees may utilize their extended sick leave bank in accordance with the following:

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 20 who is still attending secondary school, or age 18 or older and "incapable of self-care because of a mental or physical disability."
- (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, (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, ability to return to duty or other information deemed necessary.

- (3) Extended sick leave 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, children, parents, siblings, siblings' spouse, grandchildren, grandparents, nieces, nephews, aunts, uncles and shall include parents and siblings of the employee's spouse.
 - (4) 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.
 - (5) Regular attendance is a critical performance expectation. All staff are expected to maintain regular attendance. The use of unscheduled PTO in and of itself is not considered abusive nor does it call for automatic discipline. If it can be established that the employee is using excessive time off and/or shows a pattern of abuse, discipline may be imposed.
- 11.2 If the employee cannot come to work for any reason, the employee must notify the supervisor or his/her designee at least (*) hours prior to the starting time of his/her scheduled shift. 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.
- 1. 5:00 a.m. – 11:00 a.m. shall give a two (2) hour notice
 - 2. After 11:00 a.m. – 4:59 a.m. shall give a three (3) hour notice
- 11.3 When inclement weather hits and public transportation, cabs, etc., have been canceled, employees shall be allowed to use unscheduled PTO without being disciplined if employees are unable to get to work. The above exception will not apply if the Employer arranges for employees to have transportation to the Hospital to report to work and transportation home from work. Parents of preschool or school age children who cannot get their children to day care shall be allowed to use PTO time without discipline.
- 11.4 A non-probationary employee unable to work because of illness or accident shall be granted a leave of absence for a period not to exceed one (1) year. 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.

Employees will return at the same seniority in the salary schedule, will retain promotion rights and will earn PTO schedule seniority under this paragraph. Existence and extent of illness or disability must be verified by a written statement from an appropriate authority when requested by the department head, his/her designee, or the Human Resources Department.

- 11.5 An employee who is granted a leave of absence without pay for illness or disability shall be accorded an unqualified right to be reinstated to:
- (1) his/her former position in his department if the unpaid portion of the leave of absence is for sixty (60) calendar days or less, or
 - (2) a position (same FTE and Job Title) in his/her department in the classification held at the time the leave started, if the unpaid portion of the leave of absence is longer than sixty (60) calendar days, except in either case when all positions in such class have been abolished.
- 11.6 If all positions in the classification in the department have been filled, in order to accommodate a person who returns to work after illness the employee with the least amount of seniority in the department in the classification shall vacate his/her position subject to any eligibility for transfer or reduction that he/she may have acquired under this Agreement.
- 11.7 Employees on medical leave with or without pay may not engage in other employment without the written prior approval of the Vice President over Human Resources.
- 11.8 An employee must present a statement from his/her 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 his or her 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.

11.9 An employee who becomes ill while on vacation (scheduled PTO), may use extended sick leave beginning after fulfilling the PTO hour requirement 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.

11.10 An employee injured while performing work within the scope of his/her employment with the Employer and by reason thereof is unable to work and is receiving workers' compensation may, subject to the provisions of this Article, use accrued PTO, holiday and extended sick leave to supplement the workers' compensation payments up to, but in no case exceeding, the employee's normal daily wage.

In the event an employee 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 his/her accrued PTO, holiday and/or extended sick leave up to a maximum of the statutory waiting period (currently 3 days).

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 his or her 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.

11.11 PTO may be used in quarter-hour (1/4) increments.

11.12 Additional types of voluntary resignations:

- A. Leave of Absence: If an employee fails to return from a leave of absence, it may, in the Employer's discretion, be considered a voluntary resignation.
- B. No Call/No Show: If an employee is a no call/no show for two (2) consecutive shifts, it may, in the Employer's discretion, be considered a voluntary resignation. Nothing in this section limits the Employer's authority to discipline or discharge.

ARTICLE 12 PAID TIME OFF

12.1 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 his/her choice of vacation period. Except as indicated below, choice shall be by classification. Vacation starting time will be granted on any day of the week as requested by the employee when coverage can be provided. For inpatient and outpatient departments, and the emergency room and – **nutrition services** in those units where it has been the past practice, seniority for this purpose shall be by classification within each work unit. Seniority shall prevail for vacation requests submitted between **September 1st** and **December 1st** of each year provided that the vacation period selected falls within a period beginning on February 1st of the year requested and ending January 31st of the following year. The Employer agrees to respond to vacation requests made from **September 1st** to **December 1st** not later than January 21st. Vacation requests made after **December 1st** will be granted on a first come/first serve basis **after vacation bidding requests are reviewed and completed**. 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 vacations in the event that the employee does not have a sufficient amount of paid time off available at the time of the vacation, in an emergency or in the event of a staffing shortage.

12.2 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 and Holiday use may not be back dated.

- 12.3 Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her accrued PTO, shall be compensated in cash for the unused PTO he/she has accumulated at the time of separation. The rate of compensation for PTO days shall be as follows:

Nontradeable PTO: Paid in cash 100% of the current base pay rate.

Tradeable 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 1.

- 12.4 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	7.3846	192
At least 4 years, but less than 9 years	8.3077	216
At least 9 years, but less than 15 years	8.9231	232
At least 15 years, but less than 23 years	10.1538	264
At least 23 years, but less than 28 years	11.3846	296
28 years or more	11.6923	304

* 2080 hours equals one year.

The above schedule is for full-time employees (80 hours per pay period). Part-time employees regularly scheduled for thirty-two (32) 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 days. A 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.

- 12.5 PTO may be accumulated to a maximum of 320 hours.

The PTO maximum is the total of non-tradeable hours and old vacation/holiday hours.

- 12.6 Any PTO in excess of the maximum accumulation allowed shall be lost to the employee.

- 12.7 Transferring Of Accrued Time Off Hours Between Eligible Employees:

The employees in this bargaining unit will be covered by and subject to the Hospital's Transferring of Accrued Time Off Between Eligible Employees policy #60:02:11 and as may be amended from time to time.

- 12.8 An employee who is absent from work, whether excused or unexcused, must use any available PTO, Holiday or old vacation/holiday hours. If an employee has Extended Sick Leave, they must use it in accordance with Article 11. The employer will not force the Employee to go below 480 hours in the Extended Sick Leave bank. The provision to use paid time off from work does not apply to employees covered on Workers' Compensation.

- 12.9 ORDER OF USE OF PTO. Accrued PTO hours will be used in the following order: first, non-tradable hours; second, old vacation hours (pre 1988); 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.

ARTICLE 13

SEVERANCE PAY - EXTENDED SICK LEAVE

- 13.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a regular employee or his/her estate shall be paid one-half (1/2) of all unused accumulated extended sick leave days provided:

- 13.2 That at the time of separation, the employee has at least four hundred and eighty (480) hours of accumulated sick leave to his/her credit. All bargaining unit employees who, on April 25, 1989, have 432 to 479.9 hours of extended sick leave, will have a one time opportunity at the time of separation to transfer PTO/holiday hours to extended sick leave on a one-to-one basis to meet the 480 hour requirement for severance pay. In the event there is any improvement in this severance benefit for non-union employees, the improvement will be offered to members of the bargaining unit.
- 13.3 That at the time of separation from the Employer, the employee must have been employed by the Employer for at least ten (10) years prior to separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, or whose position has been abolished.
- 13.4 That the rate of payment shall be based upon the regular hourly salary of the employee, in his/her regular classification, at the time of separation. Separation as used in this rule means the last working day of the employee.
- 13.5 Any allowance made under this rule shall not exceed one hundred (100) days' pay or seven thousand five hundred dollars (\$7,500), whichever is less, for any one employee.

ARTICLE 14 LEAVES OF ABSENCE

- 14.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after six (6) months of service with the Employer.
- 14.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the department head or designees except as otherwise required by the Family and Medical Leave Act. 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.
- 14.3 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.
- 14.4 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. For leaves of less than thirty (30) days, the employee will return to his/her original position.

- 14.5 Jury Duty. Any employee of the Employer who is called upon to serve on jury duty on a scheduled working day will be carried on the payroll at his/her 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 must use PTO or holiday time for the remainder of his/her shift. Should the employee wish to return to work for the remainder of his/her scheduled shift, he/she 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 Employer the jury fee which is paid by the court for any day he/she received pay except those fees paid for meals 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 he/she has been called to serve on jury duty, the employee must notify his/her 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, he/she must inform his/her supervisor.

- 14.6 Personal Leave. Personal leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed not to exceed a total leave of twelve (12) months. **If the leave of absence is not used as intended it may be rescinded, the employee may be required to return to work, and the employee may be subject to disciplinary action up to and including termination.**
- 14.7 Maternity. Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.
- 14.8 Neither benefits nor salary increases shall be earned by employees while on a leave of absence without pay, 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.

- 14.9 Employees must use any PTO, holiday, old vacation/holiday or extended sick leave for leaves of absences. This excludes employees who are covered by Workers' Compensation.
- 14.10 Eligible bargaining unit employees will be covered by the military leave provisions of the Employer's personnel policies on the same basis as non-union employees.
- 14.11 An employer must grant an employee leave of up to a total of 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. If the employee's child receives child care services as defined in section Minn. Stat. 119B.011, subdivision 7, or attends a prekindergarten 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. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, 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.

ARTICLE 15

WAGES

- 15.1 Wage Schedule. Employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. 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 and payroll, payroll shall govern.

2019 Wage Adjustments. Effective **July 1, 2019***, the salary range start (minimum) and top (maximum) rates will increase by **two and one-quarter percent (2.25%)**. Employees will receive a **two and one-quarter percent (2.25%)** increase to their hourly wage rate. This increase will be applied to the base salary not to exceed the top of the new range. Any increase above range top will be paid in a lump sum payment. No employee increase will be more than a total of **two and one-quarter percent (2.25%)** based on the maximum of their salary grade in either base salary increase or the lump sum combined.

2020 Wage Adjustments. Effective **July 1, 2020***, the range start (minimum) and top (maximum) rates will increase by **two percent (2%)**. Employees will receive a **two percent (2%)** increase to their hourly wage increase. This increase will be applied to the base salary not to exceed the top of the new range. Any increase amount above the range top will be paid as a lump sum payment. No employee increase will be more than a total of **two percent (2%)** based on the maximum of their salary grade in either the base salary increase or the lump sum combined.

*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 of each respective year.

MERIT PAY SYSTEM

Regions Hospital Merit Pay System will continue to apply to all employees covered under this agreement. The Merit Pay System will address how employees move through the pay ranges. Employees are eligible to receive pay increases based upon job performance. The amount of an individual merit increase is determined by.

The level of the employee's job performance as evaluated by the employee's manager/supervisor. The "merit matrix" specifies the percent increase that will be awarded to employees.

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. An employee who did not work during the entire evaluation period of January 1 - December 31 will be deemed unable to assess and will not be eligible for a merit increase.

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

If an employee's merit increase results in his/her new hourly salary rate exceeding the maximum of the range established in Appendix A, the employee will receive a lump sum amount rather than an increase to the base compensation.

A. DEFINITIONS:

Significantly Exceeds Expectations

Performance was outstanding. Individual exceeded goals or department targets, demonstrated capability or capacity well beyond what is expected of his or her 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 his or her 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 his or her 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 his or her 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 his or her 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.

B. The employer will establish a Merit Pool fund for this bargaining unit separate from the other Hospital 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 RATING MAY BE APPEALED.

The employee must submit in writing a request for an appeal hearing to his/her supervisor within ten (10) days of receiving the "needs improvement" or "significantly needs improvement" rating.

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.

2. The appeal committee will consist of two (2) Union appointed members and two (2) employer appointed managers (not limited to the bargaining unit) who are not from the department in which the appealing employee works. The Union Business Agent and any representatives from the Human Resources Department may not serve on this committee.
3. 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 the employee's anniversary date. 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 his/her own case, but may select another employee to accompany him/her 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 grievance procedure in this collective bargaining agreement.
4. The Employer agrees the Merit Pay System will not be used as an alternative method of discipline, harassment or discrimination of any kind.

The merit system grid will be as follows:

MERIT MATRIX JULY 1, 2019 THROUGH JUNE 30, 2021*

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

*Salary adjustments will be effective at the beginning of the pay period following April 1st.

- 15.2 Saturday-Sunday Differential. All employees required to work on Saturday or Sunday as part of their regular schedule shall be compensated at the following rates for each hour worked:

Saturday	Sunday
\$0.45	\$0.50

*Salary adjustments will be effective at the beginning of the pay period closest to the dates indicated above.

Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five (5) hours of the period worked is on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement.

- 15.3 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. 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 evening shift differential is **eighty** cents (\$.80) per hour.

The night shift differential is **one dollar and forty-five** cents (\$1.45) per hour.

This differential will not be paid where such work constitutes overtime under the provisions of this Agreement. Employees working on a continual evening/night shift assignment shall be paid this differential during all paid leaves.

- 15.4 Call time. **In the event an employee is physically** called to return to work after his/her regularly scheduled shift shall receive not less than four (4) hours' pay. Call time shall only apply where the employee is called in to work while the employee is at a location other than the Employer or other work location designated by the Employer. **Returning telephone calls, texts or emails shall not be considered call time.** Call time shall be paid at the applicable rate.

- 15.5 Education and Meeting Pay. Any employee who is required to attend mandatory education/training or mandatory meeting on their day off will receive not less than **two (2)** hours' pay provided:

- * the employee comes dressed in uniform and is ready for work after the meeting.

- *If the employee chooses to not stay and work or does not come dressed in uniform ready for work the employee will only be paid for the actual time in the education/training or meeting.

The **two (2)** hour requirement will not apply for employees attending training or e-learning via phone/computer from a non-worksites location. In those cases the employee will be paid for the amount of time on the call or the e-learning.

If the employee attends an optional staff meeting or training in person or via phone the **two (2)** hour minimum pay will not apply. The employee will be paid for the amount of time he/she attends the meeting.

- 15.6 Any employee assigned to a position with a classification having a higher rate of pay shall receive the higher pay for each hour worked. Any part of an hour shall be

considered a whole hour under this paragraph. 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.

- 15.7 In the event the Employer fails to issue a proper paycheck due to an Employer error, and the amount of error is 10% or more of the employees 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 seventy-five dollars (\$75.00), 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 seventy-five dollars (\$75.00), 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 requests to discuss the overpayment with payroll/IHC, the employee will receive a repayment schedule and the amount to 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.

- 15.8 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 the appropriate placement** does not exceed the top of the range into which the employee is promoted.

A promoted employee's anniversary date for range movement shall remain the same as it was in the classification from which the employee was promoted. In the event that the employee does not successfully complete the probationary period in the promoted position, the employee's time in the promoted classification shall count toward his/her eligibility for range movement in the employee's original classification.

15.9 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 which 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 between classifications for which the range maximum is equal shall be considered a lateral transfer.

15.10 **Unscheduled Weekend Bonus.** All 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. If an employee is approved to stay beyond their scheduled weekend shift the unscheduled weekend bonus will apply after one (1) hour. In the event that this agreement extends beyond **June 30, 2021** this bonus will not be paid except by mutual agreement of the parties.

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. The shift is part of your regular FTE.
5. If the employee has requested PTO and then picks up the same shift.

15.11 **Lead Worker Pay.** An employee assigned lead responsibilities outside the employee's regular duties and responsibilities will receive a payment equal to \$1.75 (one dollar and seventy-five cents) of the employee's base hourly salary for all hours spent as a lead worker. Employees who are classified as Lead (for example Lead Supply Chain Associate, Lead Guest Experience Transporter and Lead Surgical Supply Specialist) or regularly perform lead functions as part of their duties and responsibilities are not eligible for this payment. In order to be eligible for this payment, the employee's manager or supervisor must designate and assign the lead responsibilities to the employee prior to the time that the lead duties are to be performed and the employee may not be eligible for an out – of – class payment pursuant to Section 15.6. In order to qualify for this

payment, the lead worker must have responsibilities that include, but are not limited to, the following:

1. being responsible for directing, prioritizing and coordinating work flow;
2. allocating and/or re-allocating staff resources; and
3. attempting to fill critical vacant positions due to staff absences.

15.12 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.

15.13 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 dollars (\$40.00).

15.14 On Call Off premise pay No employee will be mandated to be on call. On call will be strictly voluntary. On call/off premise hours will be distributed as equally as possible. In order to be on call the employee must be able to arrive at the hospital in one hour. The employee will be paid three dollars (\$3.00) per hour and for a minimum of 4 hours. The regular hourly rate of pay begins at the time the employee arrives at work. Once the employee is on regular pay, the employee is entitled to any pay differentials, bonus or overtime payment. The on call period may be for a specific period of time or an entire shift as determined by the Manager. Staff will be aware of the length of the on call prior to being scheduled. The on call staff will be notified to come to work by the supervisor or the supervisor's designee on duty. It will be the responsibility of the on call employee to notify their supervisor or supervisor's designee if the employee will not be at their home number and will provide the telephone number where the employee can be reached.

15.15 Preceptor Allowance

Job classifications assigned preceptor responsibilities outside the employee's regular duties and responsibilities will receive a payment equal to seven percent (7%) of the employee's base hourly salary for only those hours assigned to complete competency testing for a new employee in the same job classifications. The following job titles are eligible for preceptor allowance:

Bistro Services Associate
Cafeteria Cashier
Call Center Associate
Catering Attendant

Cook
Custodial Worker I and II
Emergency Room Technicians
Food Service Attendant
Food Service Worker
Guest Experience Transporter
Ingredient Room Attendant
Instrument Processing Technician
Instrument Processing Technician - Certified
Lead Surgical Supply Specialist
Mental Health Associate
Patient Care Assistant
Pharmacy Technician - Certified
Surgical Care Assistant
Telemetry Monitor Tech
Video Monitor Tech

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. An employee receiving an out-of-class payment pursuant to Section 15.11 is not eligible for preceptor pay.

15.16 Information and Request for Market Rate Adjustments 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.

15.17 Each .5 or above Pharmacy Technician-Certified, Lead Pharmacy Technician- Certified, Pharmacy Purchasing Assistant (registered as a Pharmacy Technician with the State of Minnesota) and Instrument Processing Technician-Certified is allowed up to seventy-five dollars (\$75.00) from July to July for each contract year for Continuing Education Unit (CEU) programs required for the Minnesota State Registration and/or the position required specialty board certification.

Proof of payment and successful completion of CEU are required for reimbursement. Once the eligible employee has exhausted the seventy-five dollars (\$75.00) the employee is responsible to pay the remaining costs of CEU programs. In the event that this agreement extends beyond **June 30, 2021**, this CEU Allowance will not be paid except by mutual agreement.

ARTICLE 16
OVERTIME

- 16.1 Employees 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.

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

- (1) 40 hour work week - overtime will be paid only for those hours worked by an employee in excess of 40 hours in a work week. Employees who work back to back shifts shall receive overtime pay for the additional hours, providing that the regularly scheduled shift is 8 hours or more.
- (2) Eight (8) hours in a day or 80 hours a pay period - overtime will be paid only for those hours worked by an 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 work week 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. The overtime option will not change during the posted schedule. 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.

- 16.2 Distribution. Overtime work shall be distributed as equally as possible to employees working within the same job classification.
- 16.3 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.

16.4 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 17

DISCIPLINE

17.1 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
- (d) Demotion
- (e) 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.

17.2 Notification for a discipline meeting may be less than a 24-hour notice for the steward and the steward's manager. The notification time depends on when a manager informs their employee that they have right to union representation at a discipline meeting. Remember that managers need to offer an employee the opportunity to have a steward present for all types of discipline, including an oral reprimand. The manager will provide a 24 hour notice to the employee whenever possible. Employees must attend meetings with their managers as scheduled. Employees are expected to arrange to have a steward present at the meeting, if they desire one to be present.

17.3 Discipline in the form of a written reprimand, suspension or discharge shall be given in writing. An employee receiving such discipline 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 Employer Personnel Rules. An employee may not use more than one of these procedures in appealing a disciplinary action. 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. The parties may, by mutual agreement, in writing, agree to bypass Step 2 and proceed to Step 3 in cases of employee discharge.

- 17.4 Discharge - The Employer shall not discharge any regular employee without just cause. If the Employer feels there is just cause for discharge, the employee shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to union representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Employer agree otherwise. The employee will be on paid status the entire normal/regular scheduled shift on the day of which they are terminated.

ARTICLE 18

GRIEVANCE PROCEDURE

- 18.1 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 Employer Personnel Policies. An employee may not employ both the grievance procedure under this Article and non-union remedies for the same grievance.
- 18.2 Organization Representatives - The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.
- 18.3 Processing of Grievance - It is recognized and accepted by the Union and the Employer 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 without loss in pay, for the investigation or presentation of grievances during normal working hours provided the employee has notified the designated supervisor and provided that only one steward will be paid for work on any grievance at any one time. Stewards will notify their manager 24 hours in advance that they will need to be away from the work site to attend a union grievance meeting. 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.

18.4 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 of the event giving rise to the grievance, present such grievance to his/her supervisor who is designated for this purpose by the Chief Executive Officer. The supervisor shall give his/her oral or written answer within ten (10) 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 Manager of Employee Relations 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 his/her 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 Representative 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.

- a. 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.
- b. 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.
- c. 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.

18.5 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 grievance shall be considered settled on the basis of the Union's request. The time limit in each step may be extended by mutual written agreement of the Employer 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.

18.6 Grievance Representative - Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.

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

- 18.8 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. Such matters shall be a proper subject for the grievance procedure.
- 18.9 If employees are awarded back pay through an appeal process, the Employer shall pay the back pay within thirty (30) days of the date the award is received. If the payment is not made within thirty (30) days, the Employer shall pay at the rate of time and one half for all hours compensated. The thirty (30) day clock starts: 1) After an Arbitrators award/decision is received by the Employer and Union. 2) After a settlement agreement is signed by Employer and Union. The thirty (30) day clock stops: If either the Employer or the Union files an appeal on the award or decision.

ARTICLE 19

SENIORITY

- 19.1 Seniority means an employee's length of continuous service by classification and from his/her date of hire within the bargaining unit.
- 19.2 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit. When an employee exercises bumping rights under Article 20.2 and 20.3, classification seniority in the class to which the employee has bumped shall include seniority in all higher classes in which the employee has served.
- 19.3 Probation Period. 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. If an employee is on a leave of absence, their probationary period will be automatically extended to cover their time on a leave of absence. The Employer may extend an employee's probationary period for up to three (3) months after giving notice to and receiving approval from the Exclusive Representative (Union Business Agent.) Time spent as a temporary or on-call/intermittent employee shall not count toward the probationary period. The Employer may discharge any employee during the probationary period and the employee may not grieve the discharge.
- 19.4 Seniority Lists. Each January 15th and July 15th 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.

- 19.5 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- 19.6 Employees promoted to a new or higher classification within the bargaining unit shall have the option of returning to their former position in the bargaining unit if the employee fails the probation period. If the employee has accepted a position at the same letter grade or lower by choice, that employee gives up the rights to return to their previous position.
- 19.7 As it applies to Nursing, whenever it is necessary to have an employee(s) float it will be in this order:
- 1) Pick-up, voluntary overtime or bonus shift float first before employees who were regularly scheduled for that shift as part of their FTE. If there are multiple employees on voluntary overtime, bonus or pick-up shifts, the least senior employee floats.
 - 2) If no pick up, overtime or bonus shifts an employee from the non-home unit will float first. If more than one non-home unit employee is assigned to the unit the least senior employee floats first.
 - 3) If no non-home unit employee(s) are assigned to the unit an employee who is regularly assigned to a "home unit" will float off that home unit for an assignment anticipated to require at least **four hours**, floating will be rotated by employees. A list detailing who has floated and when will be maintained by the home unit.

Probationary employees in their first three (3) months of their probationary period do not have to float. Employees may volunteer to float outside of seniority.

"Home unit" for purposes of this Article shall mean the cost center for inpatient nursing employees.

For other departments/positions, the "normal station" shall be defined on a similar basis by the Employer after consultation with the Union.

Note: Examples of temporary assignment requirements include:

- a. capable of doing any lifting required.
- b. intimate care reasons "same sex N.A."
- c. for male or female role models in psychiatry.

If overtime is required all staff, including float/non-home unit staff assigned to the unit requiring overtime, will be considered as part of the eligible overtime pool. Required overtime will be assigned first to the least senior staff, and rotated to avoid consecutive overtime shifts.

ARTICLE 20
WORK FORCE

- 20.1 A. 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.

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

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 Employer 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. If less than three (3) qualified employees bid on a position, the Employer will consider bidders and if the most senior employee is not selected, the Employer will inform the most senior employee as to why they were not selected. This decision will not be grievable.

If an employee bids on a vacant position and later rescinds their bid after being offered the vacant position they will not be eligible to bid on another vacant position for three (3) months from the date of the declination.

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.

- B. In the event the Employer believes that approving an employee's bid for a vacancy would result in negatively impacting patient care, the bid application may be refused. Such refusal shall be in writing with a statement of reasons. The employee may at his/her option appeal the refusal through the grievance procedure.
- C. All postings of positions shall be in the area where employees sign-in to work and sign-out except Nursing Service where a bulletin board will be provided at a central location
- D. 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.
- E. The Union shall be provided the names of applicants for specific lateral job moves when notifying the Employer in writing of that request.

- 20.2 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their seniority within the classification provided all temporary employees are laid off first. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff. No regular position shall be eliminated until all temporary employees in the same classification are released.

If, in the event of layoff or recall from layoff, two or more employees possess the same seniority date, seniority in such cases shall be broken by the following method in order:

1. Continuous unbroken length of service with the Employer from the most recent date of employment, re-employment or reinstatement.
 2. By total number of actual hours paid to the employee while a regular employee, exclusive of overtime.
- 20.3 Employees displaced by the elimination of jobs through consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to continued employment in the same classification in the service of the Employer, or to any classification previously held.
- 20.4 Employees promoted outside the bargaining unit shall maintain their seniority in the unit for ninety (90) days.
- 20.5 In the event it becomes necessary to reduce the hours of employees on a permanent basis, employees will be reduced in inverse order of seniority within the classification provided all temporary employees within the classification are laid off first. A permanent reduction in hours is defined as a reduction of hours for more than (1) month. A temporary reduction of hours will be defined at the discretion of the Employer. The parties may also mutually agree to other exceptions.
- 20.6 Recall rights shall cease one (1) year or one-half the employee's length of service as a bargaining unit member, whichever is less, after an employee is laid off and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.

Recall will be by written notification, sent by certified mail, to the employee's last noted address. 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 seven (7) 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 the employer's mailing date of the recall notice will be deemed a separation from employment and the employee will not have any further recall rights.

ARTICLE 21
INSURANCE

- 21.1 All eligible employees shall be offered participation in the Employer's insurance program. Effective the date of hire or benefits eligibility, the Employer will make contributions toward health, dental and basic life insurance for all eligible employees who elect to participate in the Employer's insurance program.

Health Insurance for Primary Plan:

For the period of **January 1, 2019 through December 31, 2021:**

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

Hours per pay period	Single	Family
40 – 80	14.7%	15.5%

The employee single portion of the insurance premium in **2019** is fourteen point seven percent (14.7%) and the employee family portion of the insurance premium is fifteen point five percent (15.5%) of the total monthly coverage costs. The employee percentages will remain at fourteen point seven percent (14.7%) for single coverage and fifteen point five percent (15.5%) 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.

Employees will be eligible for other Employer offered health insurance plans on the same basis and rates as non-contract employees.

- 21.2 The Employer will contribute to dental insurance on the same basis as the basic non-contract employee program as of March 19, 1989. If there is an increase in the dental insurance premium this increase shall be divided equally between the Employer contribution and the employee contribution.
- 21.3 Eligible bargaining unit employees will be covered by the flexible benefits program on the same basis as non-contract 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 these flexible dollar amounts are increased for non-contract employees, the same change will be granted to eligible employees covered by this Agreement. In the event any of these flexible dollar amounts are decreased for non-contract employees, the decrease will not apply to eligible employees covered by this Agreement.

- 21.4 Employees shall be covered by the same retiree health insurance program as non-contract employees. Any change in the nonunion retiree health insurance program during the term of this Agreement shall also apply to members of the bargaining unit. The Employer will contribute to retiree insurance on the same basis as the basic non-contract employee program. Any change in the Employer's contribution toward the non-contract retiree health insurance premium during the term of this Agreement shall also apply to members of the bargaining unit.
- 21.5 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 as of the claim event, up to a fifty thousand dollar (\$50,000) maximum.
- 21.6 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 at least quarterly (more frequently by mutual agreement) and such meetings will be considered paid time for the employee representatives.
- 21.7 Employees shall be eligible to participate in the Employer's Long Term Care Insurance program on the same basis as non-contract employees.
- 21.8. ADOPTION ASSISTANCE PROGRAM. Employees will be eligible to participate in the Employer's Adoption Assistance Program on the same basis as non-contract employees.

ARTICLE 22

GENERAL PROVISIONS

- 22.1 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, age, religious or political belief. Sexual harassment is considered discrimination under this Article.

22.2 All in-service training shall be at the expense of the Employer. Cost of required training outside the Employer will be prepaid by the Employer subject to the withholding of the cost of training from the employee's pay in the event the employee resigns within six (6) months of such training, or fails to complete the course. Training time is considered scheduled work time. Failure to attend scheduled training or follow the department's call in protocol may be subject to corrective action.

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

22.4 Subcontracting:

A. During the term of this Agreement, the Employer shall not contract out or subcontract any work performed by employees with dates of employment on or before April 1, 1988 and who are covered by this Agreement which would result in a layoff.

B. In the event the Employer feels it is necessary to contract out or subcontract any work performed by employees with dates of employment before April 1, 1988 and who are covered by this Agreement, the Employer will notify the Union no less than ninety (90) calendar days in advance. During the ninety (90) days the Employer will meet with the Union and discuss possible ways and means to minimize the elimination of positions.

C. As the result of merger, transfer or reorganization of any department, no employee with a date of employment on or before April 1, 1988 may be laid off or suffer any reduction in classification, pay or seniority except in the single instance where an employee refuses a job assignment consistent with his/her classification pay and seniority rights provided by this Agreement.

D. For employees with dates of employment after April 1, 1988:

The employer prefers to use its own employees to provide services to its patients but may have to consider sub-contracting in some circumstances. If sub-contracting becomes a possible option for the employer, the following conditions will apply:

1. The employer will notify the union no less than sixty (60) calendar days in advance of the proposed start of any contemplated sub-contract. During the sixty (60) day period, the employer will meet with the union to discuss possible alternatives to sub contracting and to confer on possible ways to minimize the elimination of positions.
2. In the event the subject sub-contract is entered into, the employer will make all hospital wide postings readily available to the employees subject to layoff as a direct result of the sub contract. The employer shall offer reasonable and customary placement assistance for affected employees to try to place such employees in other hospital jobs for which they are qualified.

If fifteen (15) or more persons are to be laid off due to the subcontract, the employer will offer job/career counseling assistance to the employees subject to layoff at no cost. Employees who are laid off due to the sub contract shall be allowed up to eight (8) hours of paid time to go on job interviews.

3. If a subcontract arrangement is consummated, the employer may consider an early separation allowance for a number of employees in the affected classifications equal to the number of layoffs planned for the classification. Eligibility for an early separation allowance shall be by seniority, including employees with dates of employment before April 1, 1988. The early separation program shall include a separation allowance of two weeks pay for each full year of service to a maximum of six (6) months pay for employees with dates of employment before April 1, 1988; to a maximum of two (2) months pay for employees with dates of employment on or after April 1, 1988.
4. An employee who accepts an early separation allowance authorized due to a subcontract situation and who has at least three hundred fifty (350) hours of extended sick leave bank as of April 1, 1988, may use accrued PTO provided the employee also uses at least eighty (80) hours of the separation allowance to

develop the required four hundred eighty (480) hour minimum necessary for cashing out the extended sick leave bank. To be eligible the employee must have at least 10 years of service at the time of separation. The maximum extended sick leave bank severance maximum is one half of the accrued amount up to one hundred (100) days or seven thousand dollars (\$7,000), whichever is less. Current provisions for early retirement insurance coverage and group eligibility continuation would apply without change to early severance applicants who qualify under the current rules for early retirement insurance coverage and employer contributions.

- 22.5 The Union will designate two (2) members to serve on the Employer Safety Committee.
- 22.6 The Employer and the Union will establish a Labor Management Committee. This Labor Management Committee will meet on a quarterly basis or more often as mutually agreed to by the parties. This Committee will not be used to reach settlements on grievances or other contract issues. The Labor Management Committee will consist of the following individuals:
1. The Employer will appoint four (4) representatives in addition to the Human Resources Labor Relations Representative
 2. The Union will appoint four (4) representatives in addition to the Business Representative.
 3. The Labor Management Committee will not have representatives from any other bargaining unit or employee group.
- 22.7 In addition to the Labor Management Committee referred to in Section 22.6, the Employer and the Union will continue departmental Labor Management Committee Meeting's as mutually agreed.
- 22.8 The employees in this bargaining unit will be covered by and subject to the Hospital's reasonable suspicion drug testing policy on the same basis as it applies to nonunion employees.

22.9 Uniforms

- 1) There will be no change in color/style for two (2) years unless the color/style becomes unavailable and then Employer will provide a ninety (90) day notice to employee if color/style changes.
- 2) If there is a business need to change color/style, Employer agrees to meet and confer with Union prior to the ninety (90) day notice period. If after meeting with the Union the Employer mandates a uniform change within less than two (2) years as stated in 22.9, 1), the Employer will reimburse each employee an amount up to forty-five dollars (\$45.00) for uniforms purchased after providing a receipt verifying the employee's purchase. If the Employer has a preferred vendor that offers comparable scrubs at discounted price the employee would be required to purchase from the preferred vendor. If the Employer has supplied or previously purchased uniforms for the employee in the last two (2) years the requirement to provide reimbursement will not apply. The employee needs to purchase their own shoes that are appropriate to their job duties, including slip resistant shoes if required by the department. Uniform reimbursement does not apply to the purchase of shoe including slip resistant shoes.
- 3) The Employer will provide one replacement uniform per employee per six month period of time with a maximum of two per year with the following conditions:
 - proof that the uniform was purchased within the previous six months
 - the department manager or director must declare uniform irreparable.
 - uniform damage must result from direct patient contact.
 - incident report completed at the time of the incident; and witness co-signature is required on the incident report before it will be considered complete.

ARTICLE 23

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 23.1 This Agreement shall represent the complete Agreement between the Union and the Employer.
- 23.2 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 of 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 of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately 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, **2019** and shall remain in full force and effect until the last day of June, **2021**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by January 1st that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than March 1st. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date. The termination date shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of August, 2019.

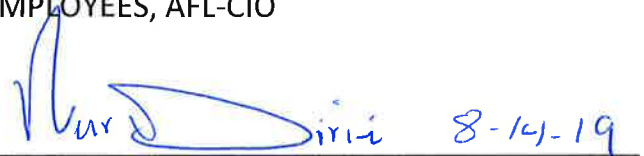
REGIONS HOSPITAL



Megan Remark

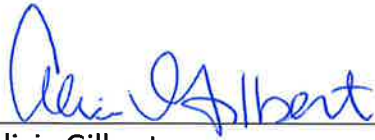
President and Chief Executive Officer

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



Nur Nur

East Region Field Director



Alicia Gilbert
Vice President Human Resources, Interim



Lynee Tate-Baker
Field Representative



Sharon Zopfi-Jordan
Director Labor Relations



Henry Daye



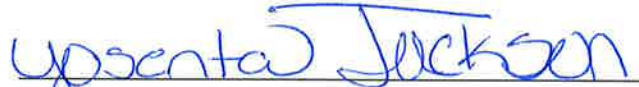
Michael Leinfelder



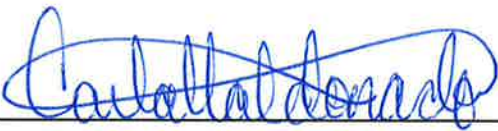
Crystal Etheridge-Lewis



Nick Love



Yosenta Jackson



Carla Maldonado



Martin Keple



Jennifer McCarthy



Bruce Krummel



Kevin McKenna



Brenda Quilling



Jennifer Millsap



Scott Richards



Denise Teuber


Daniel Youngquist

Dated: _____, 2019

Dated: _____, 2019

Appendix A

AFSCME 722 NEGOTIATIONS

Effective 7/1/19

Classification Ranges and Letter Grades

Job Code	Class Description	Ltr Grade	Minimum	Midpoint	Maximum
—	—	A	\$14.73	\$17.67	\$20.62
721480	Cafeteria Cashier	B	\$15.23	\$18.27	\$21.32
722350	Food Service Worker	B	\$15.23	\$18.27	\$21.32
727110	Ingredients Room Attendant	B	\$15.23	\$18.27	\$21.32
725520	Nursing Assistant	B	\$15.23	\$18.27	\$21.32
725390	Supply Chain Services Assoc	B	\$15.23	\$18.27	\$21.32
722355	Call Center Associate	C	\$15.72	\$18.87	\$22.01
725375	Catering Attendant	C	\$15.72	\$18.87	\$22.01
722975	Food Service Attendant	C	\$15.72	\$18.87	\$22.01
725175	Guest Experience Transporter	C	\$15.72	\$18.87	\$22.01
726704	Nutrition Driver	C	\$15.72	\$18.87	\$22.01
728400	Rehabilitation Assistant	C	\$15.72	\$18.87	\$22.01
726701	Supply Chain Svcs Driver W/E	C	\$15.72	\$18.87	\$22.01
725200	Therapy Aide	C	\$15.72	\$18.87	\$22.01
721925	Bistro Services Associate	D	\$16.23	\$19.47	\$22.71
721770	Custodial Worker I	D	\$16.23	\$19.47	\$22.71
725400	Supply Chain Services Driver	D	\$16.23	\$19.47	\$22.71
726700	Supply Chain Services Spec	D	\$16.23	\$19.47	\$22.71
721631	Video Monitoring Technician	D	\$16.23	\$19.47	\$22.71
726680	Copy Center Reprographic Tech	E	\$16.65	\$19.98	\$23.31
721900	Custodial Worker II	E	\$16.65	\$19.98	\$23.31
721920	Lead Bistro Services Associate	E	\$16.65	\$19.98	\$23.31
725820	Lead Supply Chain Associate	E	\$16.65	\$19.98	\$23.31
726703	Supply Chain Spec-Center Core	E	\$16.65	\$19.98	\$23.31
723030	Patient Care Assistant	E-1	\$16.89	\$20.27	\$23.65
722010	Surgical Care Assistant	E-1	\$16.89	\$20.27	\$23.65
721630	Telemetry Monitor Technician	E-1	\$16.89	\$20.27	\$23.65
727470	Anesthesia Attendant	F	\$17.13	\$20.56	\$23.98
722970	Cook	F	\$17.13	\$20.56	\$23.98
726685	Copier Technical Support Spec	F	\$17.13	\$20.56	\$23.98
721905	Groundskeeper	F	\$17.13	\$20.56	\$23.98
726705	Lead Guest Experience Transporter	F	\$17.13	\$20.56	\$23.98
726702	Lead Supply Chain Specialist	F	\$17.13	\$20.56	\$23.98
727980	Sr Supply Chain Handler	F	\$17.13	\$20.56	\$23.98
722000	Surgical Assistant	F	\$17.13	\$20.56	\$23.98

AFSCME 722 NEGOTIATIONS**Effective 7/1/19***Classification Ranges and Letter Grades*

Job Code	Class Description	Ltr Grade	Minimum	Midpoint	Maximum
726090	Medical Assistant	G	\$17.58	\$21.09	\$24.61
728310	Emergency Room Technician	G-1	\$17.81	\$21.38	\$24.95
721170	Mental Health Associate	G-1	\$17.81	\$21.38	\$24.95
727960	Pharmacy Purchasing Assistant	H	\$18.06	\$21.67	\$25.29
723913	Pharmacy Tech-Alt Certified	H	\$18.06	\$21.67	\$25.29
723912	Pharmacy Technician Certified	H	\$18.06	\$21.67	\$25.29
721908	Lead Groundskeeper	I	\$18.59	\$22.32	\$26.04
721330	Sr Medical Assistant	I	\$18.59	\$22.32	\$26.04
728010	Instrument Processing Tech	I-1	\$19.38	\$23.24	\$27.13
728011	Instrument Processing Tech Certified	I-1	\$19.38	\$23.24	\$27.13
728020	Lead Mental Health Associate	I-1	\$19.38	\$23.24	\$27.13
728030	Lead Surg Supply Specialist	I-1	\$19.38	\$23.24	\$27.13
723914	Pharmacy Tech Certified Lead	I-1	\$19.38	\$23.24	\$27.13
722430	General Repair Worker	J	\$20.17	\$24.20	\$28.23

Appendix A**AFSCME 722 NEGOTIATIONS****Effective 7/1/20***Classification Ranges and Letter Grades*

Job Code	Class Description	Ltr Grade	Minimum	Midpoint	Maximum
-	-	A	\$15.03	\$18.02	\$21.04
721480	Cafeteria Cashier	B	\$15.53	\$18.64	\$21.75
722350	Food Service Worker	B	\$15.53	\$18.64	\$21.75
727110	Ingredients Room Attendant	B	\$15.53	\$18.64	\$21.75
725520	Nursing Assistant	B	\$15.53	\$18.64	\$21.75
725390	Supply Chain Services Assoc	B	\$15.53	\$18.64	\$21.75
722355	Call Center Associate	C	\$16.03	\$19.24	\$22.45
725375	Catering Attendant	C	\$16.03	\$19.24	\$22.45
722975	Food Service Attendant	C	\$16.03	\$19.24	\$22.45
725175	Guest Experience Transporter	C	\$16.03	\$19.24	\$22.45
726704	Nutrition Driver	C	\$16.03	\$19.24	\$22.45
728400	Rehabilitation Assistant	C	\$16.03	\$19.24	\$22.45
726701	Supply Chain Svcs Driver W/E	C	\$16.03	\$19.24	\$22.45
725200	Therapy Aide	C	\$16.03	\$19.24	\$22.45
721925	Bistro Services Associate	D	\$16.55	\$19.86	\$23.16
721770	Custodial Worker I	D	\$16.55	\$19.86	\$23.16
725400	Supply Chain Services Driver	D	\$16.55	\$19.86	\$23.16
726700	Supply Chain Services Spec	D	\$16.55	\$19.86	\$23.16
721631	Video Monitoring Technician	D	\$16.55	\$19.86	\$23.16
726680	Copy Center Reprographic Tech	E	\$16.98	\$20.38	\$23.78
721900	Custodial Worker II	E	\$16.98	\$20.38	\$23.78
721920	Lead Bistro Services Associate	E	\$16.98	\$20.38	\$23.78
725820	Lead Supply Chain Associate	E	\$16.98	\$20.38	\$23.78
726703	Supply Chain Spec-Center Core	E	\$16.98	\$20.38	\$23.78
723030	Patient Care Assistant	E-1	\$17.23	\$20.67	\$24.12
722010	Surgical Care Assistant	E-1	\$17.23	\$20.67	\$24.12
721630	Telemetry Monitor Technician	E-1	\$17.23	\$20.67	\$24.12
727470	Anesthesia Attendant	F	\$17.47	\$20.97	\$24.46
722970	Cook	F	\$17.47	\$20.97	\$24.46
726685	Copier Technical Support Spec	F	\$17.47	\$20.97	\$24.46
721905	Groundskeeper	F	\$17.47	\$20.97	\$24.46
726705	Lead Guest Experience Transporter	F	\$17.47	\$20.97	\$24.46
726702	Lead Supply Chain Specialist	F	\$17.47	\$20.97	\$24.46
727980	Sr Supply Chain Handler	F	\$17.47	\$20.97	\$24.46
722000	Surgical Assistant	F	\$17.47	\$20.97	\$24.46

AFSCME 722 NEGOTIATIONS**Effective 7/1/20***Classification Ranges and Letter Grades*

Job Code	Class Description	Ltr Grade	Minimum	Midpoint	Maximum
726090	Medical Assistant	G	\$17.93	\$21.52	\$25.10
728310	Emergency Room Technician	G-1	\$18.17	\$21.81	\$25.45
721170	Mental Health Associate	G-1	\$18.17	\$21.81	\$25.45
727960	Pharmacy Purchasing Assistant	H	\$18.42	\$22.10	\$25.79
723913	Pharmacy Tech-Alt Certified	H	\$18.42	\$22.10	\$25.79
723912	Pharmacy Technician Certified	H	\$18.42	\$22.10	\$25.79
721908	Lead Groundskeeper	I	\$18.96	\$22.77	\$26.56
721330	Sr Medical Assistant	I	\$18.96	\$22.77	\$26.56
728010	Instrument Processing Tech	I-1	\$19.76	\$23.71	\$27.67
728011	Instrument Processing Tech Certified	I-1	\$19.76	\$23.71	\$27.67
728020	Lead Mental Health Associate	I-1	\$19.76	\$23.71	\$27.67
728030	Lead Surg Supply Specialist	I-1	\$19.76	\$23.71	\$27.67
723914	Pharmacy Tech Certified Lead	I-1	\$19.76	\$23.71	\$27.67
722430	General Repair Worker	J	\$20.58	\$24.69	\$28.80

LETTER OF AGREEMENT BETWEEN
REGIONS HOSPITAL AND AFSCME CO. 5, LOCAL 722
SERVICE WORKERS UNIT
July 1, 2017

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 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 had 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:


Lynee Tate-Baker
Field Representative


Date

For the Employer:


Sharon Zoppi-Jordan
Director Labor Relations


Date

More information on Healthy Workplace can be found on myPartner. Employees needing to file a Healthy Workplace report may call x42020 or complete the form located on myPartner.

Appendix B - Letter of Agreement #1

Origination date: 7/2006

Revision dates: 7/2011, 7/2015, 7/2017



July 1, 2017

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 Pilot

Dear Lynee':

During contract negotiations the Union and the Employer discussed the non-traditional work schedules pilot from the previous negotiations.

Based on the previous pilot, we are expanding the non-traditional work schedules pilot to all departments and extending for departments currently participating in the pilot. The pilot may give more flexibility for some staff to not have a weekend obligation, if available/feasible at the department's discretion.

Non-traditional work schedules could include:

- shift lengths (greater than 8 hours and less than or equal to 12 hours)
- split weekends
- every weekend
- 2 weekends on/2 weekends off
- Every 3rd weekend (8, 10 or 12 hour shifts)

The weekend is defined in Article 15.10 as night shift on Friday, 3 shifts on Saturday and day/evening shifts on Sunday. Unscheduled weekend shifts will be eligible for weekend bonus according to the parameters of Article 15.10.

We have agreed to the following parameters:

- Mutually acceptable to employee and Employer.
- Departments do not have an obligation to participate in the pilot. Employee has the ability to go back to shift assignment within first 6 weeks cycle. After first 6 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 or modified.
- Departments need to contact Human Resources Labor Relations prior to implementing a pilot in their department to discuss the pilot.

After the end of the first year of a department pilot a survey will be conducted to determine the success of the pilot project. If results of the survey show that the pilot project is successful, the pilot may be continued through the end of the current bargaining unit agreement 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: 8/6/19

For AFSCME Council 5 Local 722



Lynee' Tate-Baker
Field Representative

Dated: 8.12.19

Appendix B– Letter of Understanding #2

Origination Date: 7/2017



July 1, 2019

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

RE: Letter Grade C reclassification to Letter Grade D Custodial Worker I and Supply Chain Services Specialist

Letter Grade D reclassification to Letter Grade E Custodial Worker II, Supply Chain Services Specialist – Center Core, Lead Supply Chain Associate and Copy Center Reprographic Tech

Dear Lynee':

This letter will serve to outline our agreement on the Custodial Worker I and Supply Chain Services Specialist (grade C) classification upgrades:

Effective 7/1/19 the Custodial Worker I and Supply Chain Services Specialist classifications will be moved from a Grade C to a Grade D.

- Current employees making less than the minimum of Grade D will receive the minimum of Grade D or one percent (1%) technical increase, whichever is greater. The 7/1/19 general wage increase will be applied after this change.
- Current employees making over the minimum of Grade D will receive a one percent (1%) technical increase due to moving to Grade D. The 7/1/19 general wage increase will be applied after this one percent (1%) technical increase.

Effective 7/1/19 the Custodial Worker II, Supply Chain Services Specialist – Center Core and Lead Supply Chain Associate and Copy Center Reprographic Tech classifications will be moved from a Grade D to a Grade E.

- Current employees making less than the minimum of Grade E will receive the minimum of Grade E or one percent (1%) technical increase, whichever is greater. The 7/1/19 general wage increase will be applied after this change.
- Current employees making over the minimum of Grade E will receive a one percent (1%) technical increase due to moving to Grade E. The 7/1/19 general wage increase will be applied after this one percent (1%) technical increase.

For Regions Hospital



Sharon Zopfi-Jordan
Director Labor Relations

Dated: 8/6/19

Appendix B— Letter of Understanding #3

Origination Date: 7/2019

For AFSCME Council 5 Local 722



Lynee' Tate-Baker
Field Representative

Dated: 8.12.19



July 1, 2017

Lynee' Tate Baker
Field Representative
AFSCME
300 Hardman Ave South
So. St. Paul, MN 55075

Re: Employer vs. Employee expenses incurred for mandatory education

Dear Lynee':

As it relates to the minimum qualifications for CPR/BLS requirements, the Employer is interpreting the language in Article 22.2 to mean that the Employer will pay for the required course one (1) time. If an employee fails to show up or complete the course the employee will be required to pay for the make-up session. The Employer will pay for the make-up session if the employee has appropriately followed the call-in guidelines outlined in Article 11.2 or in an emergent situation.

22.2 All in-service training shall be at the expense of the Employer. Cost of required training outside the Employer will be prepaid by the Employer subject to the withholding of the cost of training from the employee's pay in the event the employee resigns within six (6) months of such training, or fails to complete the course. Training time is considered scheduled work time. Failure to attend scheduled training or follow the department's call in protocol may be subject to corrective action.

This letter discusses the CPR/BLS requirement; however, it does not exclude future mandatory education which incurs costs to the Employer.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Sharon Zopfi-Jordan".

Sharon Zopfi-Jordan
Director Labor Relations

Origination Date: 5/2013
Revision Date: 7/2017

Appendix C – letter of Intent #1

Index	Article	Page
7 on / 7 Off Schedule	7.8	10
Accommodations for Employees Returning to Work	11.6	16
Accrual Rates	12.4	19
Additional Types of Voluntary Resignations	11.12	18
Adoption Assistance Program	21.8	44
Allocation of Stewards/Union Representatives	4.9	6
Amount of Severance Pay	13.1	20
Application for Leave	14.2	21
Authorized Reasons for Use ESL	11.2	15
Back Pay Award	18.8	38
Bargaining Unit Employee	2.1	1
Bargaining Unit Position	2.2	1
Base Rate/Premium Compensation	15.12	31
Breaks in Continuous Service	19.5	39
Calculation of Overtime	16.4	34
Cash Compensation at Separation	12.3	19
Classification Seniority	19.2	38
Complete Agreement	23.1	48
Computation of Rate of Pay	8.2	11
Decision on Request LOA	14.3	21
Definition of Seniority	19.1	38
Definition of Holiday	10.3	12
Definition of Grievance	18.1	35
Dental Insurance	21.2	43
Departmental Labor Management Committee	22.7	47
Determination of Schedules	7.2	9
Discharge	17.4	35
Discipline	17.3	34
Discipline meeting notification	17.2	34

Index	Article	Page
Discrimination	22.1	44
Distribution of Overtime	16.2	33
Dues Deduction	4.1	5
Education and Meeting Pay	15.5	28
Eligibility Requirements LOA	14.1	21
Employer Authority	6.1	8
Employer Delegation of Authority	6.3	8
Engaging in Other Employment	11.7	16
ESL 10 Year Rule	13.3	21
ESL Use	11.1	14
ESL Utilization During Vacation	11.9	17
Establishment of Labor Management Committee	22.6	47
Evening/Night Differential	15.3	27
Excess PTO	12.6	20
Exclusivity	3.2	4
Extra Shift	8.3	11
Flexible Benefit Program	21.3	43
Grievance Waiver	18.5	37
Grievance Procedure	18.4	36
Grievance Representative	18.6	37
Holiday/Vacation	12.2	18
Hours of Work Purpose	7.1	9
Inclement Weather	11.3	15
Indemnification	4.3	5
Injury on Duty Coordination	11.10	17
Inservices	22.2	45
Involuntary Reduction of Hours	20.5	42
Job Classifications	3.1	3

Index	Article	Page
Job Elimination	20.3	42
Jury Duty	14.5	22
Just Cause	17.1	34
Labor Management Committee	22.6	44
Layoffs	20.2	41
Lead Worker Pay	15.11	30
Life Insurance	21.5	44
Long Term Care Insurance Eligibility	21.7	44
Lunch Period	9.3	11
Market Rate Adjustments	15.16	32
Maternity	14.7	22
Maximum Accrual - ESL	12.5	20
Maximum Accumulation of Hours/Payment	10.5	13
Maximum Payment	13.5	21
Military Leave	14.10	23
Monday Through Friday Operations	10.4	13
Movement Between Classifications	15.9	30
New Classifications	3.3	4
No Earned Benefits/Salary Increases	14.8	22
No Strike	5.1	8
Normal Schedule	7.4	9
On Call Off Premise Pay	15.14	31
On-Call Time	15.4	28
On-Call/Intermittent	2.6	1
Order and Use of PTO	12.9	20
Organization Representatives	18.2	35
Out-of-Class Pay	15.6	28
Participation and Health Insurance	21.1	43
Part-Time Eligibility for Benefits	8.1	10

Index	Article	Page
Part-Time Employees - Holidays	10.2	12
Payroll Errors	15.7	29
Performance Recognition	15.13	31
Personal Leave	14.6	22
Personnel File Contents	18.8	38
Pharmacy Technician-Certified , Pharmacy Purchasing Assistant and Instrument Processing Technician-Certified CEUs	15.17	32
Posting of Schedules	7.7	9
Posting of Vacancies	20.1	40
Preamble	1.1	1
Preceptor Allowance	15.15	31
Probation Period	19.3	38
Probationary Employee	2.4	1
Processing of Grievance	18.3	35
Promotion	15.8	29
Promotional Maintenance of Seniority	20.4	42
Prorated Holiday Accruals	10.7	13
PTO/ESL 480 Hours Rule	13.2	21
PTO Computation	11.11	17
PTO Provisions	12.8	20
Rate of Pay/Definition	16.1	33
Rate of Payment - ESL	13.4	21
Reasonable Suspicion Drug Testing Policy	22.8	47
Recall Rights	20.6	42
Records	18.7	37
Reduction to Former Position	19.6	39
Regular Employee	2.3	1
Regular Full-Time Employees - Holidays	10.1	12
Regular Hours	7.3	9

Index	Article	Page
Reinstatement from Unpaid Leave of Absence	11.5	16
Required Payment	4.2	5
Requirement of Overtime	16.3	33
Rest Period for Additional Shifts	9.2	11
Rest Period Expectations of Employees	9.5	12
Rest Periods	9.1	11
Rest Periods Departmental Needs	9.4	11
Retiree Health Insurance	21.4	44
Return from Leave of Absence	11.4	15
Safety Committee	22.5	47
Savings Clause	23.3	49
Scheduling Alternate Holidays	10.6	13
School Conferences	14.11	23
Seniority and Reinstatement	14.4	21
Seniority Lists	19.4	38
Subcontracting	22.4	45
Temporary Assignments/Floating	19.7	39
Temporary Employee	2.5	1
Termination of Agreement	24	49
Transfer of Hours PTO	12.7	20
Tuition Reimbursement	22.3	45
Twelve Hour Rule	7.6	9
Uniforms	22.9	48
Union Bulletin Board	4.8	6
Union Business	4.8	7
Union PAC	4.4	6
Union Participation	4.5	6
Union Provision of Written Materials	4.6	6
Unscheduled Weekend Bonus	15.10	30

Index	Article	Page
Usage of Accrued Time Off	14.9	23
Use of Hospital Meeting Rooms	4.7	6
Vacation Selection	12.1	18
Verification of Fitness to Return	11.8	16
Wage Schedule	15.1	23
Waiver of Bargaining	23.2	48
Weekend Differential	15.2	27
Work Rules	6.2	8
Work Schedule	7.5	9