

Collective Bargaining Agreement

Between

SEIU Local 49

and

Columbia Memorial Hospital

March 9, 2021 – March 31, 2024

Table of Contents

[ARTICLE 1 • SCOPE OF AGREEMENT](#) ..... 1

[ARTICLE 2 • MANAGEMENT RIGHTS](#) ..... 1

[ARTICLE 3 • RECOGNITION AND UNION SECURITY](#) ..... 1

[ARTICLE 4 • UNION STEWARDS AND UNION BUSINESS REPRESENTATIVE ACCESS](#) ..... 4

[ARTICLE 5 • DISCRIMINATION, HARASSMENT, AND MUTUAL RESPECT](#) ..... 5

[ARTICLE 6 • DEFINITIONS OF EMPLOYEES](#) ..... 7

[ARTICLE 7 • WORK SCHEDULES](#) ..... 8

[ARTICLE 8 • OVERTIME](#) ..... 10

[ARTICLE 9 • SENIORITY](#) ..... 11

[ARTICLE 10 • JOB POSTINGS](#) ..... 11

[ARTICLE 11 • SAFETY AND HEALTH](#) ..... 12

[ARTICLE 12 • EMPLOYMENT OF RELATIVES](#) ..... 12

[ARTICLE 13 • REQUESTS FOR TIME OFF](#) ..... 12

[ARTICLE 14 • LEAVES OF ABSENCE](#) ..... 13

[ARTICLE 15 • JURY DUTY](#) ..... 17

[ARTICLE 16 • COMPASSIONATE LEAVE](#) ..... 18

[ARTICLE 17 • DISCIPLINARY ACTION/PERSONNEL FILES](#) ..... 18

[ARTICLE 18 • NOTICE OF TERMINATION/RESIGNATION](#) ..... 19

[ARTICLE 19 • LAYOFF/RECALL](#) ..... 19

[ARTICLE 20 • CONTRACTING OUT](#) ..... 21

[ARTICLE 21 • NO STRIKE/NO LOCKOUT](#) ..... 21

[ARTICLE 22 • GRIEVANCE PROCEDURE](#) ..... 21

[ARTICLE 23 • UNIFORMS](#) ..... 23

[ARTICLE 24 • VOLUNTEERS](#) ..... 23

[ARTICLE 25 • EDUCATION](#) ..... 23

[ARTICLE 26 • IN-SERVICE EDUCATION](#) ..... 25

<a href="#"><u>ARTICLE 27 • GROUP HEALTH</u></a> .....	25
<a href="#"><u>ARTICLE 28 • LIFE INSURANCE</u></a> .....	27
<a href="#"><u>ARTICLE 29 • RETIREMENT PLAN</u></a> .....	28
<a href="#"><u>ARTICLE 30 • EARNED LEAVE (EL)</u></a> .....	29
<a href="#"><u>ARTICLE 31 • HOLIDAYS</u></a> .....	30
<a href="#"><u>ARTICLE 32 • RECLASSIFICATION</u></a> .....	30
<a href="#"><u>ARTICLE 33 • SHIFT DIFFERENTIALS</u></a> .....	31
<a href="#"><u>ARTICLE 34 • DOCK/DOCK STANDBY/ON-CALL</u></a> .....	31
<a href="#"><u>ARTICLE 35 • MISCELLANEOUS</u></a> .....	33
<a href="#"><u>ARTICLE 36 • SUCCESSORSHIP</u></a> .....	34
<a href="#"><u>ARTICLE 37 • SEPARABILITY</u></a> .....	34
<a href="#"><u>ARTICLE 38 • WAGE RATES</u></a> .....	34
<a href="#"><u>ARTICLE 39 • CONTRACT DURATION</u></a> .....	36
<a href="#"><u>LETTER OF AGREEMENT • INCLUSION OF NON-COVERED GROUPS</u></a> .....	37
<a href="#"><u>LETTER OF AGREEMENT • UNION RECOGNITION</u></a> .....	38

## **AGREEMENT**

Under Agreement entered this March 9, 2021, between the Service Employees International Union Local No. 49, hereinafter referred to as the “Union,” and the Columbia Memorial Hospital, hereinafter referred to as the “Hospital” or “Employer.”

### **ARTICLE 1 • SCOPE OF AGREEMENT**

The term “Employer” of “Hospital”, wherever used in the Agreement, shall mean the acute care facility, off-site clinics, and CMH Medical Group, operated by Columbia Memorial Hospital.

The bargaining unit covered by this Agreement shall include all professional and support employees employed in the wage classification set forth in Schedule A of this Agreement or other classifications historically included excluding all employees included in other bargaining units, volunteers, management employees, confidential employees and supervisory employees as defined in the National Labor Relations Act.

### **ARTICLE 2 • MANAGEMENT RIGHTS**

The Employer retains all customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the business. The right of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

### **ARTICLE 3 • RECOGNITION AND UNION SECURITY**

1. The Employer recognizes the Union as the sole collective bargaining agent for employees employed in the bargaining unit covered by this Agreement.
2. The Hospital will deduct Union membership dues from the wages of each employee who voluntarily agrees to such payroll deductions and who submits an appropriate written authorization to the Hospital setting forth standard amounts and times of deductions. Deductions shall be made and remitted at least monthly. Such assignment and authorization shall be effective at the time it is signed by the employee and it shall remain irrevocable for a period of one (1) year thereafter, or for a period of fifteen (15) calendar days prior to the termination date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

The Hospital shall also deduct voluntary COPE contributions from the pay of each employee who voluntarily executes a signed wage assignment form authorizing the Hospital to deduct such contributions from their paycheck. The Union will provide the Hospital with a copy of the voluntary wage assignment. The amount to be deducted shall be the amount designated by the employee on his/her voluntary written authorization. The voluntary wage assignment may be revoked by the employee, in writing, at any time.

The following general conditions will be applicable:

- A. New check-off authorization cards will be submitted to the Employer through the President or designee of the Local Union at intervals no more frequent than once each month. On or before the last Friday of each calendar month the Union shall submit to the Employer a summary list of cards transmitted in each month.

Dues and COPE contributions for a given month shall be deducted bi-monthly; deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues and COPE contributions for the month in which the Employer receives such authorization cards. In the event the authorized deduction is not made from employee paychecks as a result of payroll error, the Employer will prepay the dues and/or COPE deduction to the Union on the due date, and will make the appropriate dues and/or COPE deductions from employee paychecks in the next month that has a third payroll date.

- B. Unless the employer is otherwise notified, the only Union membership dues to be deducted for payment to the Union from the pay of the employee who has furnished an authorization shall be the monthly Union dues. The Employer will deduct initiation fees when notified, by notation on the list referred to in "A" above.
3. The Union shall indemnify the Employer and save it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of Article 3, or in reliance upon any assignment and authorization form, list of information which shall have been furnished the Employer under such provision.
  4. By the fifth (5th) of each month, the Employer shall provide the Union in electronic format with a listing of the name, address, telephone number, employee identification number (the Employer shall notify the Union if an employee identification number changes), ethnicity (if known), job title, department name, shift, hourly wage rate, monthly wages (excluding overtime), dues and COPE contributions deducted, hire date, which bargaining unit, and status of newly hired employees. The Employer shall also provide in electronic format the Union with names of employees terminating and change in status (new hires, transfers, re-hires, etc.). The Hospital shall also provide the Union with all actual hours worked by employees in January and July of each year.

At the start of each calendar year, the Employer will provide a monthly calendar of dates (one per month) in which the Union will provide the Employer in electronic format with a listing that separates monthly dues and COPE contribution payment amounts which are to be deducted in accordance with the provisions of this Article. The Union will incorporate any changes of status and terminations provided by Employer prior to sending the electronic file. Such list shall be in an electronic format the Union can provide, such as MS Excel, that can be electronically uploaded into the Employer's payroll system.

5. Upon request from the Union, the Employer shall also provide the Union with a listing of

employees performing work in classifications covered by this Agreement along with related data (i.e., address, phone number, rate of pay, social security number) in January and July of each year.

6. It shall be a condition of employment that all employees covered by this Agreement shall, within thirty-one (31) calendar days following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members, or begin making payments in lieu of membership.
7. Employees who are required hereunder to join the Union and maintain membership in the Union, or pay initiation fees and periodic dues uniformly required by members, who fail to do so shall be provided written notice by the Union that they must furnish evidence that they have complied with the obligation of this Article. A copy of such written notice shall be provided to the Director of Human Resources.
8. Employees who receive such written notice shall be given two (2) weeks in which to demonstrate compliance with this Article. If the employee has not demonstrated such compliance within the two (2) week period, the Union may request termination of the employee. The request must be made in writing to the Director of Human Resources. The Hospital will then have seven (7) days to investigate the situation, and if the Hospital's investigation established that the employee failed to comply with the requirements of this Article, the employment of the employee will be terminated with fourteen (14) calendar days' notice, pursuant to the Union's request.
9. **NEW EMPLOYEE ORIENTATION.** A Union Steward shall be allowed fifteen (15) minutes during new employee orientation to explain the requirements of union membership and other union business. Stewards conducting the new employee orientation shall be allowed to do so on paid work time.
10. Intermittent employees earning more than one hundred dollars (\$100) per pay period will be bound by the recognition and Union Security Article 3 regarding initiation fees and monthly dues.
11. **UNION LEAVE.** Provided the Hospital's critical staffing needs are met at all times, the Hospital shall allow one (1) employee per bargaining unit, at a time, to take an unpaid leave of absence to work on special projects with the Union. (Exception: up to two employees who are members of the Executive Board may be granted Union Leave at the same time to attend Executive Board functions). No more than one employee per department will be granted such leave during the same time. Total cumulative leave will be shared by both bargaining units not to exceed thirty (30) days per calendar year. The leave shall be requested in writing by the employee to their supervisor at least thirty (30) days prior to the start of the leave. Unanticipated union leave requests with less than the required thirty (30) day notification will be reviewed on a case by case basis. All union leave shall be granted at the sole discretion of the immediate supervisor or department manager. Upon return, the employee shall retain their current position (shift, hours, department, etc.) benefits, wages, and

seniority rights.

#### **ARTICLE 4 • UNION STEWARDS AND UNION BUSINESS REPRESENTATIVE ACCESS**

1. Duly authorized representatives of the Union shall be permitted at reasonable times to enter the Hospital for purposes of transacting Union business and observing the conditions under which employees are employed; provided, however, that no interference with the work of employees shall result and such right of entry at all times shall be subject to general Hospital rules applicable to non-employees. Moreover, notice will be provided by e-mail or in person to Human Resources prior to contacting any employees during their working hours.
2. The Employer recognizes the right of the Union to designate stewards and acting business agents. The Union agrees that such designated stewards are employees of the Hospital, and, except in cases involving an immediate threat to the health and safety of employees, or representation of employees at disciplinary investigations, or brief discussions to schedule further meeting time, stewards shall conduct such Union business assigned to them during non-working hours and in non-working areas. Employees who are meeting or discussing Union business with Union stewards must also be on non-working time in non-working areas.

The Union shall notify the Employer of the names of all Union Stewards. From time to time issues of mutual concern will arise which may require discussions/meetings between a bargaining unit representative and a management representative. Such discussions when practicable shall be held during regular working hours on the Employers premises and without loss of pay to participating employees. Prior to the discussions/meetings, the Bargaining Unit representative needs to receive approval from the manager of the work area(s); however, approval will not be capriciously denied. Except for meetings with management and for direct representational time, such as steps in the grievance procedure, no employee shall engage in Union business during working hours or in work areas. Stewards will conduct investigation activities away from patient and public areas.

3. **LABOR-MANAGEMENT COMMITTEE.** The Hospital and Union agree to establish a labor-management committee to provide management and bargaining unit employees an opportunity to discuss issues of mutual concern. Examples of such issues are staffing, work load, scheduling, safety and health and professional standards. However, it is not the intent of the parties that the committee will consider issues which should more appropriately be reviewed by the grievance procedure. The committee functions in an advisory capacity only. Feedback from committee recommendations will be shared back with the committee in a timely fashion.

The committee shall consist of employee and employer representatives, and the number of members will be mutually agreed upon by the parties. Each party will appoint its own representatives. Such meetings shall generally be held quarterly unless otherwise mutually agreed by the parties. The Hospital will not deduct time spent by an employee who is released from scheduled work hours to attend a meeting.

Minutes of the meeting will be kept by either party and approved for accuracy prior to any distribution. Agendas will be distributed at least one (1) week prior to the meeting. The agenda will be established by at least one (1) union member of the committee, and one (1) employer member of the committee.

4. Designated space for posting of matters pertaining to legitimate Union business will be provided in a locked glass front bulletin board for each Hospital-owned building in which bargaining unit members work, and for each building leased by the Hospital in which bargaining unit members work, but only with the building owner's permission. All materials posted shall be dated and signed by a Union official who may be a steward. The individual signing the notice shall be responsible for removing the notice no later than thirty (30) calendar days after posting.

A mail slot for the bargaining unit may be used for dissemination of such information as is the current practice. Materials may be posted or disseminated only in such designated areas. All distribution of Union information within the Hospital must be in compliance with this Article.

## **ARTICLE 5 • DISCRIMINATION, HARASSMENT, AND MUTUAL RESPECT**

### **1. NON-DISCRIMINATION:**

In the application of this Agreement, there shall be no discrimination in violation of applicable federal and state laws against employees because of race, color, religion, national origin or ancestry, sex, age, sexual orientation, pregnancy, gender, gender identity or gender expression, veteran's status, physical or mental disability, Union membership, or union activities (as defined by the National Labor Relations Act). Where the masculine or feminine gender has been used in any job classification or provision of this Agreement it shall be deemed to refer to either and both sexes and is not intended and shall not be deemed to limit job eligibility or the application of any provision of this Agreement to members of either sex.

Efforts by the Hospital to comply with the Americans with Disabilities Act (ADA) shall not be deemed a violation of this Agreement. This Agreement may be waived, to the extent necessary, upon agreement by both parties, to assure compliance with the ADA.

### **2. ANTI-HARASSMENT:**

The Union and the Hospital agree that harassment based on any characteristics protected by law is strictly prohibited under the Hospital's policy 8650-753. Harassment is generally defined as verbal, written or physical conduct that denigrates or shows hostility or aversion towards an individual based on race, color, national origin, religion, age, disability, gender, gender identity, sexual orientation, veteran's status or any other basis covered by local, state or federal law, and that:

- a. has the purpose or effect of creating an intimidating, hostile or offensive work environment,



- b. has the purpose or effect of unreasonably interfering with an individual's work performance, or
- c. otherwise adversely affects an individual's employment opportunities.

Employees violating the Hospital's anti-harassment policy #8650-753 are subject to corrective action, up to and including termination.

### **3. MUTUAL RESPECT:**

The Hospital and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or "bullying" language or behavior, are unacceptable and will not be tolerated.

a. Any employee who witnesses or believes they are subject to such behavior should raise their concerns with their manager/supervisor as soon as possible. If the manager/supervisor is unavailable, or if the employee believes it would be inappropriate to contact that person, the employee should raise their concerns with Human Resources and/or through others in their chain of command.

b. Any employee who in good faith reports such behavior, or who takes part in an investigation of such behavior, will not be subject to retaliation by the Hospital, the Union or by co-workers. Any employee who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager, supervisor or human resources representative as soon as possible.

c. The Hospital will promptly investigate any reports of such behavior and, based on such investigation and, applying appropriate discretion, take appropriate action to prevent the reoccurrence of such behavior. Any Hospital employee who has been found to have engaged in such inappropriate behavior will be subject to the appropriate step in a progressive disciplinary action in accordance with Article 17.

d. The Hospital will communicate to the employee who was subject to such alleged bullying behavior whether the investigation supported the allegation, did not support the allegation, or was inconclusive. The Hospital may choose to keep confidential, consistent with Hospital policy, the level of discipline given to an employee who has been found to have engaged in such behavior.

## **ARTICLE 6 • DEFINITIONS OF EMPLOYEES**

For purposes of this Agreement, the following definitions shall apply:

### **FULL-TIME EMPLOYEE**

A full-time employee shall be defined as any employee who is regularly scheduled to work seventy-two (72) hours or more per pay period.

### **REGULAR EMPLOYEE**

Those employees who have successfully completed the initial probationary period and who are not employed on a relief or intermittent status or temporarily employed shall be regular employees.

### **PART-TIME EMPLOYEE**

Employees who are regularly scheduled to work less than seventy-two (72) hours but forty (40) or more hours per pay period shall be considered part-time. If a part-time employee who has worked in their position for six (6) months or longer regularly works more than seventy-two (72) hours per pay period the position will be reassessed to determine if the need has changed and if the position should be posted.

### **RELIEF EMPLOYEE**

A relief employee shall be any employee who is regularly scheduled to work less than forty (40) hours per pay period. The Hospital shall utilize relief employees to maintain adequate staffing levels during periods of high patient census, vacations, illness and when accommodating regular employee's work schedules. During such times, relief employees may occasionally be scheduled for more than forty (40) hours per pay period. If a relief employee consistently works more than forty (40) hours per pay period for a period of four (4) months, the position will be reassessed to determine if the need has changed and if the position should be posted. This requirement for reassessment does not apply to Relief employees who are covering an approved FMLA/OFLA or other leaves of absence. Relief employees are not eligible for health, vision, dental or earned leave benefits under this Agreement.

### **INTERMITTENT EMPLOYEE**

An intermittent employee shall be an employee not regularly scheduled. An employee may be removed from employment after fifteen (15) calendar days prior written notice from the Hospital that the employee has not been adequately available, if the employee does not respond by offering adequate availability. The Employer will notify the Union of any employee who is removed from employment under this provision. Intermittent employees are not eligible for health, vision, dental, or earned leave benefits under this Agreement.

## **TEMPORARY EMPLOYEE**

A temporary employee is an employee who is hired for a duration not to exceed ninety (90) calendar days, or hired as a replacement for an employee with reinstatement rights provided by applicable federal or state law, or hired for a position on a temporary assignment. Temporary employees are not eligible for health, vision, dental, or earned leave benefits under this Agreement.

## **INITIAL PROBATIONARY PERIOD**

The first ninety (90) calendar days of employment shall be the initial probationary period. For relief and intermittent employees, the probationary period is defined as six (6) months. An employee shall have no seniority for the initial probationary period; but upon successful completion of the probationary period, seniority shall be retroactive to the date of hire. During the probationary period, an employee may be terminated or disciplined with or without cause, and with or without notice, and without recourse to the grievance procedure. However, discipline of probationary employees will not be precedent setting. The probationary period may be extended by written mutual agreement of the Employer, the Employee, and the Union.

An employee that has completed the initial probationary period and has then been promoted or transferred to a new position may be required to serve a secondary probationary period. Such employee retains the right to return to his/her former position in lieu of discharge if the position has not yet been filled.

During or at the completion of the employee's probationary period, the manager will determine whether any step advancement over the agreed upon hire rate is appropriate based on job performance during this period. The parties recognize that the probationary review will not result in an automatic increase and that the decision regarding any adjustment is in the management's sole discretion. Any existing employee with same or greater experience shall be adjusted upward to ensure no new hire will be placed at a step beyond an existing employee with similar experience.

## **ARTICLE 7 • WORK SCHEDULES**

1. A normal work day shall consist of eight (8), ten (10), or twelve (12) hours, excluding lunch.

**Eight (8) Hour Shifts:** Employees working an eight (8) hour shift will receive one 15-minute rest period during the first four hours worked, one thirty (30) minute unpaid meal period within five (5) hours after the beginning of the shift, and one fifteen (15) minute rest period during the second four hours worked.

**Ten (10) Hour Shifts:** Employees working a ten (10) hour shift will receive one fifteen (15) minute rest period during the first four hours worked, one thirty (30) minute unpaid meal break taken approx. halfway in the schedule and one fifteen (15) minute rest period in the second half of the schedule.

**Twelve (12) Hour Shifts:** Employees working a twelve (12) hour shift will receive one

fifteen (15) minute rest period during the first four hours worked, one thirty (30) minute unpaid meal break taken approx. halfway in the schedule and one thirty (30) minute rest period in the second half of the schedule.

Employees must be relieved of all duties during meal and rest breaks. Employees who are required to work through a meal period will be compensated for the meal period. Employees may not elect to remain at their work stations during their scheduled meal periods without the prior approval of their Manager. Employees leaving the premises during their meal period must clock out and then clock in upon their return. An employee may not combine meal or break periods and may not take them to coincide with the beginning or end of their shift.

2. The basic pay period for employees on eight (8) hour shifts shall be eighty (80) hours every two-week period, beginning at 2245 hours (10:45 p.m.) every other Saturday.

For ten-hour, twelve-hour, combined, or alternative work schedules (other than eight (8) hours per day), the Hospital may designate a workweek of forty (40) hours in seven (7) days beginning at 2245 hours every Saturday.

3. The Hospital has the right to change the schedule in a department from eight (8) hour shifts to ten (10) hour shifts or combined (eight- and ten-hour) shifts with sixty (60) days' notice to employees in that department.

In departments that cover 24 hours of service, the Hospital has the right to change the schedule to twelve (12) hours shifts or combined (eight-, ten-, and/or twelve-hour) shifts with sixty (60) days' notice to the employees in that department.

The sixty (60) days in either of the above circumstances may be shortened with mutual agreement of the majority of employees in the affected department.

4. Work schedules shall be posted by the fifteenth (15) day of the prior month. Employee requests for time off must be made at least fourteen (14) calendar days prior to the posting of the work schedule except for unforeseen circumstances.
5. Employees who are scheduled to report for work, and who are permitted to come to work without receiving two (2) hours prior notice that no work is available in their regular assignment, shall perform any work to which they may be assigned and for which the Hospital has determined they are qualified on the basis of relevant skill, education and experience. Employees regularly scheduled in affected department by this section will not lose any hours due to any temporary assignments.
6. When the Hospital is unable to utilize such employees and the reason for lack of work is within the control of the Hospital, the employee shall be paid an amount equivalent to four (4) hours at step wage plus applicable differential. An employee who was scheduled to work less than four (4) hours on such days shall be paid for regularly scheduled number of hours of work for reporting and not working. The provisions of this section shall not apply if the

lack of work is not within the control of the Hospital or if the Hospital makes a reasonable effort to notify the employee by telephone at least two (2) hours before the scheduled shift.

7. It shall be the responsibility of the employee to notify the Hospital of employee's current address and telephone number. Failure to do so shall preclude the Hospital from notification requirements and the payment of the above minimum guarantee.

## ARTICLE 8 • OVERTIME

1. Overtime shall be paid at one and one-half (1 ½) times the employee's step wage of pay for:  
(a) hours worked in excess of eight (8) hours per day or eighty (80) hours per two-week pay period for those employees on an "eight and eighty" work schedule; or (b) for hours worked in excess of forty (40) hours per week for those employees on an alternative schedule. Employees regularly scheduled twelve (12) hour shifts will be paid overtime for more than twelve (12) hours per day or forty (40) per week. Starting within three full pay periods of ratification of the 2021 collective bargaining agreement, employees regularly scheduled ten (10) hour shifts will be paid overtime for more than ten (10) hours per day or forty (40) per week. Overtime pay shall not be paid unless the time worked exceeds six (6) minutes before the beginning or after the end of the work shift.
2. Hours worked, at the request of the Hospital, on an unscheduled basis on a weekend shall be paid at step wage plus applicable differential(s) times one and one-half (1 ½). In addition, if an employee works an unscheduled shift on a weekday that would have resulted in overtime pay in accordance with Section 1, above, but for the fact that the employee is placed on dock or dock standby later in the same workweek, the employee shall be paid at step wage plus applicable differential(s) times one and one-half (1 ½) for the unscheduled shift. This section does not apply for intermittent employees.
3. All work performed on any shift where at least eleven and one-half (11.5) hours has not elapsed since the end of the employee's previous shift shall be paid at step wage times one and one-half (1 ½). At the employee's option, this provision may be waived. Required in-services, call-back, call, education, MCI (code white). Hospital committee meetings, telephone calls and staff meetings are exempt from this Section. For purposes of this section, employee must work a minimum of four (4) hours to be considered a shift. Employees working a scheduled shift of 12 hours will be entitled to overtime rate of pay for less than 10.5 hours between shifts.
4. There shall be no pyramiding of the premium and overtime pay provisions of this Agreement. Hours in a pay period for which an employee has already received a rate of time-and-one-half (1.5x) or greater under the terms of this Agreement will not be counted again for purposes of determining daily, weekly or pay period overtime.
5. When there is a foreseeable need for consistent overtime lasting for more than one week, the manager will meet with department employees to discuss how best to equitably distribute the available overtime. The Hospital agrees to attempt to minimize the use of mandatory overtime to the extent possible, with the understanding that patient and Hospital needs must be met.

6. The Hospital may develop a program whereby it designates hard-to-fill shifts as incentive shifts, in its discretion. It will provide the Union with thirty (30) days' notice and an opportunity to discuss any such program.

#### **ARTICLE 9 • SENIORITY**

1. Seniority rights for employees shall prevail only as expressly provided under this Agreement. Seniority and employment shall be broken by voluntary resignation, discharge for just cause, a layoff of more than twelve (12) consecutive months, or an unjustified failure to report as scheduled in writing from a written approved leave of absence. Seniority shall not be broken by a military leave of absence claim, or any other leave of absence provided by-federal or state law.
2. Seniority shall be calculated on length of continuous employment with the Hospital based upon cumulative hours of service. Hours of service include: regular hours, overtime hours, earned leave hours, educational hours, dock time, dock standby, compassionate leave, jury duty and callback.

#### **ARTICLE 10 • JOB POSTINGS**

All qualified bargaining unit employees will be given preference in filling open positions. All job vacancies within the bargaining unit will be posted by the Employer on-line. The Employer also will provide a link to job postings in The Leaf Hospital newsletter. Job postings will include qualifications for the job, shift assignment, status and will be posted for a minimum of seven (7) calendar days. During this period, it will be the responsibility of interested employees to make written application for consideration of such vacancies. Temporary positions of more than ninety (90) days will be posted for three (3) calendar days.

In the event a newly hired employee does not complete initial probationary period causing a vacancy, the Hospital reserves the right to repost the position or refill the position from within the prior applicant pool without posting for the required seven (7) days provided all applicants are external.

An employee seeking a change in job must submit a written request for any job posted. When an opening occurs, the Hospital will select employees for job vacancies on the basis of technical skills, experience in classification, and job performance. When employees of equal qualifications are being considered, seniority will be used to determine the employee selected, provided that the Hospital's determination shall not be arbitrary or capricious.

Shift/Status changes within a department that do not involve a vacancy are exempt from hospital-wide posting requirements but will be posted in the department for a period of seven (7) calendar days or until all employees in that classification have had an opportunity to express an interest or lack thereof in the position.

## ARTICLE 11 • SAFETY AND HEALTH

1. The Hospital agrees to adhere to all applicable health and safety regulations.
2. Failure to follow prescribed safety policies and procedures or refusal to use provided protective equipment/ apparel may result in discipline.
3. Employees serving on the Safety Committee will attempt to attend committee meetings as scheduled. Employees not on duty at the time committee meetings are conducted will be paid step wage for attendance at these meetings, unless overtime pay otherwise applies. Employees must make every effort to attend these meetings.
4. The Employer agrees that all employees covered by this Agreement shall be covered by the Oregon State Workers' Compensation Act.
5. The Employer agrees to make reasonable and proper provisions for the maintenance of appropriate standards of health and safety in the workplace, to promptly review unsafe conditions brought to its attention, and to correct them as necessary. The employees acknowledge their responsibility to observe safety policies and procedures established by the employer or mandated by state or federal laws or regulations related to employee's job or work area. The Employer acknowledges its responsibility to appropriately train all employees regarding the Employer's safety policies, procedures, and state/federal laws and regulations. The Employer and the Union agree that employees have the right to give input into the safety program of the Employer.
6. **SAFETY COMMITTEE.** The Hospital Safety Committee, with at least 50% employee representatives, will regularly make recommendations on how to eliminate hazards and unsafe work practices and to prevent accidents and illnesses. The Employer will continue to promote the use of safe medical devices and comply with federal and state requirements relating to safety, infection control and hazardous substances.

## ARTICLE 12 • EMPLOYMENT OF RELATIVES

The Hospital may employ relatives of current employees, but will not allow relatives to supervise or exert influence in the supervision of one another. Relatives considered in this policy are: mother, father, wife, husband, significant other, children, current brother-in-law or sister-in-law or mother-in-law or father-in-law, grandparents, grandchildren or anyone living in the same household.

Any change in status or recall will be made in accordance with those respective policies, provided such change in status does not place relatives in a supervisory position over one another.

## ARTICLE 13 • REQUESTS FOR TIME OFF

Employee requests for time off must be made in writing to the employee's manager at least fourteen (14) calendar days but no more than twelve (12) months in advance prior to the posting

of the affected work schedule, unless there are unforeseen circumstances. Employees must note on the request whether they will have enough Earned Leave for the duration of the requested time off. All requests will be posted in the department and held open for a minimum of five (5) calendar days. The Manager shall respond in writing within ten (10) calendar days after the

posting period with either a denial of the request, or a tentative approval subject to serious unforeseen staffing deficiencies. Although the Hospital attempts to grant such requests for planned days off, scheduling of such requests is determined by the needs of the Hospital as determined by the Manager. Such requests shall not be unreasonably denied.

Exceptions to the above deadlines will be considered when it is critical that travel plans be made well in advance. Proof of reservations may be required (e.g., plane tickets, documentation of reservation deadline, etc.).

In the event two (2) or more employees request the same period of time off, the most senior employee shall have a one-time preference. An employee cannot exercise this right of seniority more than once in a three (3) year period. Once an employee's request for time off has been granted, that request will not later be rescinded due to the fact that a more senior employee later requests the same time off.

Employees who are unable to report to work as scheduled shall advise their Manager at the earliest possible time, but no later than one (1) hour prior to the start of the shift, of their inability to report to work. For extended illnesses (including on-the-job injuries), for which medical documentation indicates the absence will exceed fourteen (14) calendar days, employees must contact their Managers weekly as described above.

#### **ARTICLE 14 • LEAVES OF ABSENCE**

**PERSONAL LEAVE OF ABSENCE:** A leave of absence without pay, not to exceed ninety (90) calendar days, may be granted at the discretion of the Hospital. The employee shall not forfeit any accrued rights during an authorized leave of absence, without pay, but likewise the employee shall not accrue any rights during such leave. If an employee does not take Earned Leave up to their employment status, the employee will be responsible for the Hospital's portion of any health insurance or other applicable benefits.

A request for a leave, extension of the leave and approval shall be in writing. The request will include reasons for the leave. The employee will give the Hospital as much notice as possible when requesting leave.

**MILITARY LEAVE:** Employees who are ordered to or volunteer to attend annual military training may take a leave of absence for the length of such training. Military leaves for annual training are without pay unless otherwise required by law. Service Papers must be presented to Department/ Manager/Supervisor and Human Resources before any such leave is taken.

**FAMILY AND MEDICAL LEAVES:** Employees may be eligible for a leave of absence under the Oregon and/or Federal Family and Medical Leave Policy. The purpose of the Family and Medical Leave policy is to enable employees to take reasonable leaves of absence for medical



reasons, for the birth or adoption of a child, for the placement of a foster child, and, for the care of a child, spouse, parent, or parent-in-law who has a serious health condition and for any other reason covered by state or federal law. This policy is intended to comply with federal and state laws regulating this practice.

Eligible employees include full and part-time employees who meet each of the following criteria. The eligible employee:

- a. has been employed for at least one hundred eighty (180) days or more before the first day of the family medical leave request (for Oregon Leave) and or twelve (12) consecutive months (for Federal Leave).
- b. has worked an average of twenty five (25) or more hours per week as of the day before the request (for Oregon Leave) and or 1250 hours in previous twelve (12) months (for Federal Leave) for family medical leave is made. The Oregon Leave average will be calculated over the one hundred eighty (180) days preceding the request for leave.

An employee is entitled to take family medical leave in the following situations:

**FEDERAL FMLA LEAVE:**

- a. in the event of birth or adoption of a child (including placement of foster child with State involvement) within twelve (12) months of the event.
- b. to care for spouse, child or parent with a serious health condition.
- c. When the employee is unable to perform essential functions of job because of a serious health condition.
- d. an employee who is the spouse, son, daughter, parent, or next of kin of a covered member of the Armed Forces who is recovering from a “serious health condition” consistent with Federal Law.

**OREGON OFLA LEAVE:**

- a. in the event of birth or adoption of a child (including placement of foster child with State Involvement) within twelve (12) months of the event.
- b. to care for a spouse, child, parent, parent-in-law, grandparent, grandchild, same-sex domestic partner, and parents or child of an employee’s same sex domestic partner with a serious health condition.
- c. when the employee is unable to perform essential functions of job because of a serious health condition.

- d. to provide home care for a sick child who does not have a serious health condition.<sup>1</sup>

In situations where the need for medical leave is known, employees must give thirty (30) days written notice to take family medical leave by filling out and turning in the Request for Family Medical Leave form and the Certification by Physician or Practitioner. Forms are located in Human Resource office.

In the case of an emergency situation where there is no opportunity to give notice, an employee must notify his/her manager/supervisor of the intent to take family medical leave immediately and must deliver the completed Request for Family Medical Leave form and the Certification by Physician or Practitioner to Human Resources as soon as possible.

With the exception of parental leave, all requests for family medical leave must be submitted on the Hospital form "Request for Family Medical Leave" and accompanied by the "Certification by Physician or Practitioner" form for medical leaves.

All requests for family medical leave must be verified by a medical professional by using the Certification by Physician or Practitioner form. In the case of adoption, family medical leave must be verified by a legal representative who can attest to the validity of the adoption. In the case of placement of a foster child, a representative of the agency making the placement can verify the request.

Employees are entitled to take up to twelve (12) weeks of family medical leave under FMLA and/or OFLA during a twelve (12) month period (up to 26 weeks for service member FMLA). The week is the employee's normal work-week schedule. When an employee is eligible for family medical leave under both FMLA and OFLA at the same time, the two leaves will run concurrently.

If medically necessary, family medical leave may be taken on a reduced or intermittent schedule. Details of the proposed schedule should be attached to the "Request for Family Medical Leave" form and should be verified by the certifying physician or practitioner on the "Certification by Physician or Practitioner" form.

**FOR FEDERAL LEAVE:** The Hospital will continue to pay its share of employees' medical benefits during family medical leave. However, employees will be required to pay their regular contribution for dependent premiums during this period. Failure to make any required payment for dependent coverage within thirty (30) days of its due date will result in benefit discontinuance.

If employee fails to return to work at the end of the leave period, she/he will be responsible to reimburse the Hospital for the cost of the Hospital provided health insurance premiums during the unpaid leave period, unless she/he fails to return to work because of circumstances beyond employee's control.

An employee who takes family medical leave is entitled to return to the same or an equivalent

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<sup>1</sup> Sick child leave is available only if there is no other family member available to care for the sick child.

job with equivalent benefits, pay and other terms and conditions of employment. The foregoing shall not apply in the event the job has been eliminated due to reasons unrelated to the family medical leave, in which case the employee may be laid off in accordance with Article 19 of this Agreement.

**DEFINITIONS:**

**SERIOUS HEALTH CONDITION:** The definition of “serious health condition” is an illness, injury, impairment or condition that meets one of the three criteria:

- a. it requires at least an overnight stay in a hospital, hospice or other residential medical institution
- b. it involves an absence from work or other daily activity for more than three days and requires continuing treatment or supervision by a health care provider
- c. it is a chronic or long-term illness that is incurable or so serious that if untreated would probably lead to more than three (3) days incapacity and which requires continuing medical treatment or supervision

Family Medical leave covers absence for treatment for substance abuse but does not cover absence caused by substance abuse. Family medical leave is not intended to cover short-term illness, routine physical examinations or elective medical procedures that do not require a hospital stay.

**TWELVE (12) MONTH PERIOD:** The twelve (12) month period will be measured forward from the date leave begins.

**FAMILY MEMBERS:** The definition of family members

The following are considered family members under both Federal FMLA and Oregon OFLA leave:

- a. spouse
- b. biological, adopted, and foster children under 18
- c. anybody under 18 who is treated as the employee’s child, which might describe the child of a spouse or domestic partner, or a grandchild who lives with the employee
- d. disabled children of any age – those who have a physical or mental impairment that would qualify as a disability under the American with Disabilities Act or state law, and who require supervision or active help in performing several activities of daily living
- e. employee’s parent

- f. anybody who treated the employee as a son or daughter when the employee was under 18 or disabled

The following additional family members are for Oregon OFLA Leave only:

- Same sex domestic partner
- Parent-in-law
- Grandparent
- Grandchild
- Parent of same sex domestic partner
- Child of same sex domestic partner

**OTHER LEAVES:** The Hospital will provide other leaves of absence required by applicable state and federal laws and regulations. The Hospital will also comply with all applicable laws concerning return to work and reinstatement of such employees.

**REINSTATEMENT:** Notification of return to work is required two (2) weeks prior to posting the next work schedule when such return date can be reasonably anticipated. When the employee returns to duty the employee shall be reinstated in the same shift, category and department in which the employee was employed. If conditions have so changed that this would be unreasonable, the Hospital will reinstate the employee in a comparable position, unless otherwise required by law. The employee will be given first consideration for the employee's former position when a vacancy occurs. The parties agree that if the employee's position has been eliminated for reasons unrelated to family medical leave, the foregoing shall not apply and the employee may be laid off in accordance with Article 19 of this Agreement, unless otherwise required by law.

**INSURANCE:** An employee placed on an authorized leave must pay the required premium necessary to continue group health coverage during the period of leave, unless otherwise required by federal or state law.

**EARNED LEAVE:** Except for Military Leave, Executive Board Leave, and Union Leave, earned leave must be taken prior to commencement of an unpaid leave of absence. In cases of FMLA/OFLA, an employee must take a minimum of forty (40) hours per pay period until their EL bank is one-hundred twenty (120) hours or less. At that time the employee can choose whether or not to use EL.

## **ARTICLE 15 • JURY DUTY**

Employees who are required to serve on a jury or as witness for the Hospital will be given time off for the period covered by the initial subpoena or court order. Full-time and part-time employees whose jury duty or witness obligations for the Hospital force them to miss scheduled work will be paid for hours missed. Employees working night or evening shift will be paid for the shift that is scheduled the same day they are required to attend court for jury duty. Note that night shift is considered the first shift of the day. The employee receives full base rate of pay for scheduled time missed, but must reimburse the Hospital for the amount of pay received from the jury duty service for scheduled time missed.

An employee who is released from jury or witness duty for the Hospital during regular working hours will normally be expected to return to work in a timely manner. An employee may be requested to report to work prior to jury duty. Such a request will be made only on rare occasions caused by scheduling difficulties.

It is the Hospital's intent to accommodate full- and part-time employees to be able to meet their jury duty obligations without loss of base pay. The manager will work with the employee to try and accommodate individual circumstances.

#### **ARTICLE 16 • COMPASSIONATE LEAVE**

Full-time and part-time employees will be granted three (3) paid scheduled days off in the event of death of the employee's immediate family; Immediate family includes father, mother, brother, sister, (including current in-laws and step) wife, husband, same-sex domestic partner (must cohabitate at the same address and not be married to another person), children, step children, grandparents, and grandchildren. This benefit applies if request is made within fourteen (14) days of death. In the case of a family death out of town, reasonable unpaid time off will also be given when requested. Employees on scheduled time off or a leave of absence will not receive compassionate leave during their absence. Compassionate Leave will be paid on step wage plus shift differential per regularly assigned shift.

#### **ARTICLE 17 • DISCIPLINARY ACTION/PERSONNEL FILES**

Employees may be disciplined only for just cause. The Hospital recognizes the principle of progressive discipline, but the application of progressive discipline (or termination of employment) in any situation is dependent upon all of the surrounding circumstances, including the severity of the misconduct. The record of any disciplinary action imposed on an employee excluding suspensions, discharge or discipline arising from the abuse of a patient, which is followed by eighteen (18) months during which no similar disciplinary action is taken against that employee will not be used against the employee in a subsequent disciplinary context. If the Hospital has reason to orally reprimand or warn an employee, the employee shall have the right to the presence of a union steward. Data from the surveillance cameras may be used for employee evaluation or disciplinary action. Information from surveillance cameras will be used to confirm that an incident/concern happened and not in lieu of performing an investigation.

Employees will have the right to review the contents of their personnel file upon appointment with the Human Resources Department and may make reasonable copies thereof. Such appointment shall be granted within twenty four (24) hours of the request, excluding weekends, holidays and emergency situations. Excluded from this would be any documents of a "confidential" nature received prior to employment. No evaluations or warnings or material derogatory to an employee's conduct, or service, or character will be placed in his/her personnel file unless the employee has had the opportunity to review the material and affix his/her signature to the copy to be filed, with the understanding that the signature does not necessarily indicate concurrence with the contents thereof. The absence of the employee's signature shall have no effect on the content of the material. The employees will also have the right to submit a written answer within seven (7) calendar days of the review of such material and have the answer reviewed by the Director of Human Resources and affixed to the file copy. The Union reserves

the right to grieve disciplinary action as set forth in the grievance procedure.

#### **ARTICLE 18 • NOTICE OF TERMINATION/RESIGNATION**

1. **VOLUNTARY RESIGNATION.** An employee who wishes to resign from employment must submit a written notice of resignation to their Manager with a copy to Human Resources Department at least fourteen (14) calendar days in advance of the resignation date.
2. **INVOLUNTARY TERMINATION WITH NOTICE.** The Hospital will provide twenty-one (21) calendar days advance notice of termination of employment except where termination is for just cause. Otherwise, if less than twenty-one (21) calendar days' notice is given, the Hospital will pay the employee through the 21<sup>st</sup> calendar day after notice at the employee's step wage for normally scheduled hours, up to a maximum of one hundred twenty (120) hours pay. There is no credit for earned leave on such pay.
3. **INVOLUNTARY TERMINATION WITHOUT NOTICE.** An employee may be disciplined or discharged only for just cause provided that an employee may be terminated during his/her probationary period at the sole discretion of the Hospital and without recourse to the grievance procedure by the employee or the Union.

Employees may be terminated without notice for just cause. An employee who is terminated for just cause is not entitled to prior notice of termination or to pay in lieu of notice. Terminated employees will be provided with a written reason for termination at the time of termination.

#### **ARTICLE 19 • LAYOFF/RECALL**

In layoffs and recalls, full-time and part-time employees who have completed their probation period have priority for an opening for which they are qualified over employees who are not being laid off. (Note: For purposes of this Article, a permanent, involuntary reduction from full-time to part-time status or from regular to relief or intermittent status shall be considered a layoff.) Within classifications employees would be considered for layoff in the following order:

- a. employees volunteering for layoffs;
- b. temporary employees;
- c. intermittent employees;
- d. relief employees;
- e. probationary employees; and
- f. full-time and part-time employees.

Employees shall be provided with notice of at least twenty-one (21) calendar days in the event of layoff. If less than twenty-one (21) calendar days' notice is given, the Hospital will pay the

employee through the 21<sup>st</sup> calendar day after notice at the employee's step wage for normally scheduled hours, up to a maximum of one hundred twenty (120) hours' pay. There is no credit for earned leave on such pay.

Full-time and part-time employees by shift and department shall be selected for layoff on a seniority basis except a more senior employee may be laid off out of seniority if the Hospital determines the employee is not qualified to perform the work in the department during the layoff, or does not possess the special skills (i.e., qualifications and credentials) necessary for the job which are possessed by a less senior employee, provided the Hospital's determination shall not be arbitrary or capricious.

Full-time and part-time employees laid off under the foregoing paragraph may choose to bump the least senior employee in the same job classification and department if such employee is on a different shift, and provided the employee is qualified to perform the work. For purposes of this provision only, "Housekeeping" shall be considered one department. In the event of such a bump, the bumping employee must agree to take the schedule and hours of the bumped employee, and the bumped employee shall be laid off.

In order to exercise a bump as described above, an employee must notify the Hospital's Director of Human Resources, in writing of his/her desire to exercise a bump within seven (7) calendar days of receiving notice of layoff.

The Hospital will maintain employee's names on a recall list for twelve (12) months following their last day worked. When a position within the former classification becomes available the employee on the recall list who was laid off last shall be considered for rehire first, provided the former employee is qualified for the work available. When there is a layoff of more than one employee from the same classification, employees on the recall list in the same status as the available position shall be recalled first, in the order described above, exclusive to the department from which they were laid off. The employer will inform the employee in person or by certified letter sent to the employee's address on file. An employee who does not return to work as specified in the recall notice shall be deemed to have voluntarily resigned. It shall be the responsibility of the employee to keep the Hospital and the Union informed of their current address.

An employee who is recalled within twelve (12) months of layoff pursuant to the foregoing paragraph shall be restored to his or her former step and shall not lose seniority.

The Hospital agrees that following notice of layoff, it will meet with the Union, upon written request, to discuss potential alternatives to layoffs. The parties agree, however, that such meetings shall not extend the twenty-one (21) day notice period described above. If the parties are unable to reach agreement on suggested alternatives, the provisions of this Article 19 shall control.

## **ARTICLE 20 • CONTRACTING OUT**

If the Hospital plans to contract out work that is customarily performed by bargaining unit members, it shall first do a cost feasibility study, give the Union at least sixty (60) calendar days' notice, and share the cost feasibility study. The Hospital shall then consult with the Union to explore alternatives to contracting out bargaining unit work. The Hospital retains the right to make the final decision.

## **ARTICLE 21 • NO STRIKE/NO LOCKOUT**

The Hospital and the Union realize that a hospital is different in its operation from industries because of its services rendered to the community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer nor suspensions of work on the part of the employees; one of the purposes of this Agreement is to guarantee that there will be no strikes, lockouts, or work stoppages, individually or collectively.

The above provision shall apply to the Hospital and the Union, its agents and members, without regard to whether or not the controversy or dispute arises under this Agreement, at this or at any other facility of the Hospital.

The Hospital retains the right to discharge or otherwise discipline employees in the bargaining unit who have engaged in acts prohibited by the provisions of this Article.

## **ARTICLE 22 • GRIEVANCE PROCEDURE**

Both parties are encouraged to meet and resolve differences prior to initiating the following grievance process. The employee may be represented by the Union at any step in the grievance procedure at the request of the employee. Probationary employees may not grieve terminations. Any grievance or dispute which may arise between the parties regarding the loss of any employment rights or benefits, or the application, meaning or interpretation of this Agreement shall be settled as described below:

**Step 1.** The Union and/or employee shall take up the grievance or dispute with the employee's Manager by written notice with a copy to the Director of Human Resources within twenty-one (21) calendar days of its occurrence or twenty-one (21) calendar days of when the employee could reasonably be expected to know of the occurrence or the dispute shall be waived. The written grievance shall identify the Union Representative responsible for processing the grievance. The Manager shall meet with the Grievant and

the Union Representative within fourteen (14) calendar days in an attempt to settle the matter. The Manager shall respond to the Grievant with a copy to Union Representative within seven (7) calendar days after meeting.

**Step 2.** If the grievance has not been settled at Step 1, it may be presented in writing to the Director of Human Resources within fourteen (14) calendar days of the response from the Manager. The Director of Human Resources shall schedule to meet with the



Grievant and Union Representative within fourteen (14) calendar days after the receipt of the grievance. Following this meeting, the Director of Human Resources will respond within seven (7) calendar days in writing to the Grievant with copy to the Union Representative. Class action grievances shall be introduced at this step.

**Step 3.** If the grievance has not been settled at Step 2, it may be presented in writing to the Chief Operating Officer within fourteen (14) calendar days of the response from the Director of Human Resources. The Chief Operating Officer shall schedule to meet with the Grievant and Union Representative within fourteen (14) calendar days after receipt of the grievance. Following this meeting, the Chief Operating Officer will respond within fourteen (14) calendar days in writing to the Grievant with a copy to the Union Representative.

**Step 4.** If the grievance is still unsettled, the Union may request arbitration by written notice to the Hospital within fourteen (14) calendar days of the response from the Chief Operating Officer.

These time limits may be extended by written mutual agreement of the parties.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Hospital and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a list of five (5) arbitrators. Both the Hospital and the Union shall alternately strike names from the list until one (1) name is remaining. The remaining person shall be the arbitrator.

### **EXPEDITED ARBITRATION**

By mutual agreement of the Hospital and the Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which will include the following characteristics: 1) extensive efforts shall be made to stipulate to facts before the hearing; 2) no attorneys will be used; 3) there shall be no stenographic record of the proceedings; 4) only oral closing arguments will be used, no briefs; and 5) only an oral bench decision shall be required. If the arbitrator determines that a written opinion is necessary, it shall be in summary form.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of testimony and arguments.

Expenses for the arbitrator's services shall be borne by the losing party as determined by the arbitrator. Each party shall be individually responsible for any compensation to its own representatives and witnesses and any other expenses it incurs, unless the parties mutually agree to share such other expenses. If either party desires a reported record of the proceedings, it shall pay the cost of the copy. The other party shall receive a copy of the transcript upon paying one-half the court reporter's fee for providing a transcript to each party and to the arbitrator.

## ARTICLE 23 • UNIFORMS

Any change in the current dress code shall be negotiated between the Union and the Hospital.

## ARTICLE 24 • VOLUNTEERS

The Hospital will maintain its current use of volunteers. Volunteers will not be assigned to replace or be used in lieu of Union personnel.

## ARTICLE 25 • EDUCATION

For calendar year 2021, the Hospital will contribute \$20,000 (Professional)/\$7,500 (Support) to be administered by a union committee for educational purposes. Any expenditure under this Article for educational purposes must be related to the employee's regular job duties and/or the regular job duties of another classification that is represented by the Union. An employee who wishes to make a request under this section should first contact their manager for approval of the course or seminar as related to the employee's regular job duties and/or the regular job duties of another classification that is represented by the Union and for approval of the requested time off, if time off is needed. If the manager approves the employee's request, the employee then submits the request to the union committee for approval of the expenses related to the educational course or seminar which will be approved from the committee's funds. If the manager denies the request, the manager must provide a written reason for the denial. If the manager denies the request based on job relatedness, the employee may ask the committee to review and provide their input to the manager. If the committee and manager cannot come to agreement, an appeal can be made to the manager's direct supervisor. However, the committee does not have the authority to override the Hospital's decision. Upon return from the course or seminar, the employee should turn in any receipts to the accounting department for reimbursement. That information will then be relayed back to the union committee so that it can determine the balance of the \$20,000 (Professional)/\$7,500 (Support) annual account. Any part of the \$20,000 (Professional)/\$7,500 (Support) account which is not used in one (1) year will not be carried over into the next year. This program will sunset on December 31, 2021.

**Joint Training and Education Trust Fund.** Starting in calendar year 2022, the Hospital hereby agrees to contribute 0.22% (twenty-two hundredths of one percent) of the collective bargaining unit's annual payroll to the SEIU United Healthcare Workers West and Joint Employer Education Fund. Such contributions for 2022 shall be payable no later than February 15, 2022, and shall be due each February 15 thereafter, for the term of the Agreement. The collective bargaining unit's annual payroll shall mean the total wages reported in Box 1 of Form W-2, for all collective bargaining unit employees, for the prior calendar year. (For example, Form W-2, Box 1 wages from 2021 shall be used to calculate the required contribution for 2022.) Upon said payment each year, covered employees will be eligible for benefits during the current calendar year. The Hospital further agrees to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund. The Education Trust Fund will provide an annual report on utilization by Hospital employees. In the event that either party is dissatisfied with the level of utilization, the parties will meet to discuss options, which may include discontinuing participation in the next calendar year.

Employees shall be paid for all time spent at training sessions or seminars approved in advance by their manager pursuant to Hospital policy, as well as time spent in travel to and from approved training or seminar (when all in the same day). For those trainings or seminars which will last less than one (1) full day, employees should contact their manager at the time of the scheduling of the training or seminar to determine whether work will be available for the employee upon his or her return that day from the training or seminar. Employees covered by the Joint Training and Education Trust Fund are not otherwise eligible for the Hospital's voluntary education policies, including education and tuition reimbursement, except as approved by the Hospital, in its discretion.

Employees will receive a \$100 bonus upon certification or recertification for the following. Certification must be related to employee's job duties.

#### **PROFESSIONAL**

1. Advanced Cardiac Life Support
2. Neonatal Resuscitation Program (or equivalent)
3. Pediatric Advanced Life Support (or equivalent)
4. TEAM (Trauma Emergency Assessment and Management) (or equivalent)
5. Pediatric Emergency Assessment and Response (PEARS)
6. Instructor credentialing for any of these credentials, for Basic Life Support (BLS), and for CPR.

#### **SUPPORT**

1. Certified Phlebotomist
2. Advanced Cardiac Life Support
3. Neonatal Advanced Life Support (or equivalent)
4. TEAM (Trauma Emergency Assessment and Management) (or equivalent)
5. CNA 2 Certification (when not required for current position)
6. Instructor credentialing for any of these credentials, for Basic Life Support (BLS), and for CPR

## ARTICLE 26 • IN-SERVICE EDUCATION

The Hospital agrees to maintain a continuing in-service program for all employees. Employees attending a required in-service on their regular off-duty hours will be paid at their base rate wage unless overtime rules apply.

When an in-service education program is provided by the Hospital for employees in a particular classification or classifications covered by this Agreement, the Hospital will use its best efforts to ensure that the training sessions are available to all employees in such classification or classifications. Such best efforts shall include the presentation of programs on alternate shifts when appropriate and alternating the time and shift of presentation as operations permit. In-service education programs must be approved by the employee's manager, and must be scheduled to avoid overtime.

## ARTICLE 27 • GROUP HEALTH

### 1. DEFINITIONS:

**FAMILY MEMBERS:** If the employee is married, the legal spouse is eligible for coverage. Children are eligible if they are under age 26. The Following are considered children:

**NATURAL CHILD:** Adopted child or a stepchild living in the employee's home or a child placed for adoption with employee; and non-resident stepchild if there is a qualified medical child support order that requires the spouse to provide health insurance coverage; and

Children related to employee by blood or marriage for whom the employee is the legal guardian (the employee will need to give the contractor a court order showing legal guardianship); and

If the employee has a child who is otherwise ineligible and who is incapable of self-support because of a physical handicap or mental retardation, that child may be eligible for coverage even though he/she is over 26. The handicap must have arisen before the child's 26th birthday. The employee must certify to the Hospital that these conditions have been met before the child's 26th birthday.

**ELIGIBILITY:** Full-time and part-time employees. An employee is eligible for coverage at the first of the month following completion of thirty (30) calendar days of full or part-time continued employment. Employees who are involuntarily laid off and are recalled to work do not have to requalify for health insurance. Those employees' plan will start on the first of the month following their return to work, provided they were enrolled in the group health plan prior to layoff. At time of hire, the employee is informed that it is the responsibility of the employee to complete the enrollment process no later than thirty (30) days after eligibility.

## **2. PREMIUMS:**

### **Employee-Only Premiums**

#### **FULL-TIME EMPLOYEES**

Coverage under the PPO medical plan of up to \$1,080 monthly will be provided at no cost to full-time employees. Full-time employees and the Hospital will split 50/50 any premium increases above \$1,080 monthly. Notwithstanding the foregoing, the maximum employee contribution for full-time employees for Employee Only coverage will be 10% of the total Employee Only premium in effect at that time. The Hospital will pay the entire Employee Only premium for the HDHP medical plan, and for the basic dental plan(s).

#### **PART-TIME EMPLOYEES**

Part-time employees will pay 20% of employee only premiums for the PPO medical plan. The Hospital will pay the entire Employee Only premium for the HDHP medical plan, and for the basic dental plan(s).

#### **DEPENDENT PREMIUMS**

Such employees (full- or part-time) may obtain dependent medical and/or dental coverage under either plan by paying 30% of the insurance premium.

Employees with more than 20,800 hours (but less than 31,200 hours) of service may obtain dependent medical and/or dental coverage under either plan by paying 25% of the insurance premium.

Employees with more than 31,200 hours (but less than 41,600 hours) of service may obtain dependent medical and/or dental coverage under either plan by paying 20% of the insurance premium.

Employees with more than 41,600 hours of service may obtain dependent medical and/or dental coverage under either plan by paying 15% of the insurance premium.

Premium costs will be adjusted based on seniority hours in January and July of each year.

## **3. COVERAGE REVISIONS:**

It is recognized that the Hospital will continue to seek opportunities to revise health insurance coverage consistent with the interest of the employee and the Hospital. Any proposed revisions in the Hospital's health insurance program shall include the current vision and dental plan as well as a comprehensive health insurance which provides major medical benefits.

The Hospital will provide the Union at least sixty (60) days prior written notice that such

changes are contemplated and an opportunity to meet to negotiate any proposed revisions. The Union agrees not to unreasonably withhold agreement to such provisions. The absence of the Union's agreement shall not prevent the Hospital from implementing revisions in the health insurance program, provided, however, that the Hospital agrees that it will provide the same health insurance program to bargaining unit employees that it provides to management and other non-represented employees.

#### **4. OPT-OUT PROVISION:**

Employees receiving employee only health insurance coverage may exercise their option to opt-out of such health insurance coverage if they have alternative coverage through another source. In such a case, the employee will receive \$200 per month. Employees must opt-out prior to the 15th of the month preceding the month on which the opt-out will be effective.

The Hospital will establish a Health Insurance Advisory Committee to include two (2) representatives of the bargaining unit. The purpose of the committee will be to review claims experience, utilization and trends in the insurance industry. The committee will be a forum to ask questions, to address concerns and to make recommendations regarding the insurance plan. The committee will meet quarterly.

#### **DISCOUNT:**

Employees or family members will receive a 70% discount on any remaining balance after insurance payment for services by the Hospital. Employees or family members not covered by any health plan will receive a 25% discount on total charges.

Discounts are applicable only if the account is settled within thirty (30) calendar days from receipt of post insurance balance due or other suitable arrangements have been made with the Hospital's Business Office.

#### **HEALTH CARE SUBSIDY:**

The Hospital will continue to offer a health care premium subsidy program under the HDHP for eligible employees.

### **ARTICLE 28 • LIFE INSURANCE**

Full and part-time employees are eligible to receive Hospital-paid life insurance in the amount of \$20,000. Coverage is effective on the first of the month following ninety (90) calendar days of full or part-time employment. For an additional employee-paid premium, employees may opt to include coverage for their spouse and dependent children.

## **ARTICLE 29 • RETIREMENT PLAN**

### **DEFINED BENEFIT RETIREMENT PLAN**

Only those employees who were hired prior to May 5, 2006 and did not opt into the Defined Contribution Plan listed below are eligible to actively participate in the Defined Benefit Retirement Plan as described below.

Employees become a participant in the Defined Benefit Retirement Plan on the first day of the month on or after they are at least age 21 and have 1,000 hours, as defined in the Plan Document, during the twelve (12) months after employment or during any Plan Year. If the employee meets the eligibility requirements, participation is automatic and there are no enrollment forms.

The Employer will freeze the Defined Benefit Retirement Plan, effective December 31, 2021. Employees actively participating in the Defined Benefit Retirement Plan on that date will be eligible to participate in the Defined Contribution Plan described below, effective January 1, 2022.

### **DEFINED CONTRIBUTION PLAN (TSA/THRIFT PLAN)**

Employees hired or rehired on or after May 5, 2006 become eligible to participate in the Defined Contribution plan on the first day of the month on or after they are at least age 21 and have 1,000 hours, as defined in the Plan Document.

After completion of one year of employment for those eligible employees, the Hospital shall match one-hundred percent (100%) of the employee's elective contributions to the 403(b) plan, up to two and one-half percent (2.5%) of the employee's earnings for each payroll period. Match will begin on the first full pay period following the one year anniversary of employment.

After completion of two years of employment for those eligible employees, the Hospital shall make a contribution of five (5%) percent of the employee's earnings for each payroll period beginning on the first full pay period following the two year anniversary of employment (and without regard to whether the employee is contributing to the 403(b)).

After completion of five years of employment for those eligible employees, the Hospital shall match a one-hundred percent (100%) of the employee's elective contributions to the 403(b) plan, up to three percent (3.0%) of the employee's earnings for that payroll period. Match will begin on the first full pay period following the five (5) year anniversary of employment.

All Employer contributions are subject to the annual dollar limitation as established by the Internal Revenue Service.

Employees become one hundred percent (100%) vested in the plan following one year of service and 1,000 hours, as defined in the Plan Document. All contributions shall be deposited into the employees' Defined Contribution account each pay period.

## ARTICLE 30 • EARNED LEAVE (EL)

Earned leave is time earned for paid time off which is used to replace employees' minimum hours status hours. Accrued EL must be utilized before time off without pay, and unless earned leave bank is one hundred and twenty (120) hours or less in which case the employee will have a choice to use earned leave or time off without pay, provided however that an employee may not drop below minimum hours required for employee's current full-time or part-time employment status. However, when an employee is docked at the request of the Hospital, they may choose whether or not to use accrued EL. Earned leave is in lieu of vacation, sick leave and holiday pay. Employees on leaves of absence may or may not be required to use Earned Leave, in accordance with Article 14.

The use of earned leave cannot cause the Employee to exceed their regularly scheduled hours or (80) hours per pay period, whichever is less. Earned leave may be used only if the employee (1) has accrued sufficient leave according to the accrual rates described below and (2) has advance permission from his/her supervisor to use the earned leave on requested day(s) or (3) is forced to miss work due to an illness or injury. Earned leave will be paid on step wage plus shift differential per regularly assigned shift.

**ACCRUAL OF EARNED LEAVE.** Only full-time and part-time employees are eligible to accrue earned leave. Hours that accrue earned leave include regular, overtime, education, earned leave, dock/dock standby, compassionate and jury duty, up to a maximum of eighty (80) hours in a pay period. Earned leave does not accrue during leaves of absence without pay, layoffs, notice of termination pay, or any other unpaid absence. Earned leave accrued during the first ninety (90) calendar days of employment may not be used during such 90-day period, and will not be paid at termination if employment is terminated within the first ninety (90) calendar days.

Earned leave accrues at the following rates:

### **Support and Professional**

1-5 years	.10768 times hours worked
6-10 years	.12692 times hours worked
11-19 years	.14615 times hours worked
20+ years	.15384 times hours worked

Years are measured from date of hire.

An employee may accrue up to a maximum of five hundred (500) unused hours of earned leave. An employee may request a cash out of accrued earned leave. Requests must be for a minimum of four (4) hours and will be paid on regular paydays. Earned leave cash out requests will include shift differential and will not accrue additional earned leave. Upon termination of employment, earned leave will be paid at the employee's step wage in effect at the time of termination.

When an employee changes status from full or part-time to relief or intermittent, earned leave will be cashed out at that time at step wage.



## **ARTICLE 31 • HOLIDAYS**

Employees will receive time and one-half of step wage plus applicable differentials when a majority of their shift occurs on the following holidays:

New Year's (beginning at 1445 December 31, through 1444 of January 1)  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

All holidays, except New Year's begin at 2245 the night before the holiday and end at 2244 the day of the Holiday.

For non-24/7 departments, holidays will be observed on the federally-observed holiday.

## **ARTICLE 32 • RECLASSIFICATION**

The Hospital and the Union agree that the classification for each job shall continue in effect unless there is an authorized change in job content significant enough to justify a review and reclassification. Either the Hospital or the Union may request a reclassification review. All reclassification requests will be handled in the manner outlined in the following procedure and shall not be subject to the grievance/arbitration procedure.

Reclassification is defined as a significant change in duties of a job over time.

Reclassification requests originated by employees shall be referred to the Union representative. The Union representative will review the request and if he/she believes that there has been a significant change in job duties which warrants a reclassification, shall submit the request, along with information to support the request, to the Human Resources Department.

Within thirty (30) calendar days of the receipt of request the Human Resources Department shall conduct a job audit of the affected position(s) and communicate in writing with the Union detailing its findings.

Reclassification requests originated by the Employer will be referred to the Union Representative, along with information to support the request.

Within thirty (30) calendar days of the receipt of the Employer's request, the Union will conduct an investigation of the affected position(s) and communicate in writing its findings to the Human Resources Department.

Within thirty (30) calendar days of either parties receipt of written findings the Union and the

Human Resources Department will meet to discuss the requested reclassification changes.

### **ARTICLE 33 • SHIFT DIFFERENTIALS**

#### **SUPPORT AND PROFESSIONAL**

The Evening Shift Differential will be \$2.50 per hour for those employees working an evening shift which starts between 2:45 p.m. and 11:15 p.m. or for those employees for whom a majority of their shift occurs during those working hours.

Night Shift Differential shall be \$4.00 per hour for those employees working a night shift which starts between 10:45 p.m. and 7:15 a.m., or for those employees for whom a majority of their shift occurs during those working hours.

Weekend Differential shall be \$2.25 per hour for hours worked between 2245 Friday and 2315 Sunday.

### **ARTICLE 34 • DOCK/DOCK STANDBY/ON-CALL**

1. **DOCK TIME.** Employees regularly scheduled but subsequently asked not to work or sent home because of low patient census or acuity shall be placed in dock status or dock standby status. Dock is used to cover regularly scheduled shifts that appear on a department's monthly schedule. Employees placed on dock are not expected to remain available to the Hospital. There is no compensation for time on dock status. An employee's status will not be negatively affected by dock time. Time spent on dock status shall count as hours worked for purposes of group benefits, including earned leave and seniority. The Hospital will place employees on dock or dock standby status within classification, department and shift in the following order:
  - a. employees currently in overtime status, by reverse seniority
  - b. employees above their weekly scheduled hours, by reverse seniority
  - c. volunteers, by seniority

The use of dock time cannot cause the Employee to exceed their regularly scheduled hours or eighty (80) hours per pay period, whichever is less. Employees will have thirty (30) days following the end of the pay period to correct errors related to entering dock hours in that pay period.

2. **DOCK STANDBY.** Employees regularly scheduled but subsequently asked not to work or sent home because of low patient census, may be placed on dock standby. Dock standby is used to cover regularly scheduled shifts that appear on a department's monthly schedule.
  - A. Employees on dock standby must be available to respond within forty-five (45) minutes of being contacted.

- B. Employees on dock standby will receive \$4.15 per hour for each hour changed to dock standby and \$4.70 on holidays.
  - C. Time spent on dock standby shall count as time worked for purposes of group benefits, including earned leave and seniority.
  - D. Employees called in from dock standby shall be paid at step wage plus applicable shift differential for all time worked (unless overtime rules apply) plus the dock standby payment.
3. **ON CALL.** Employees may be placed on an on-call status beyond their regularly scheduled shifts for a department. On-call status is utilized to provide emergency care beyond the scheduled requirements of a department. Call does not begin until an employee has finished their work day and has clocked out.
- A. Employees on-call must be available to respond within thirty (30) minutes of being contacted. Professional employees in Surgery must respond within twenty (20) minutes.
  - B. All employees on-call will be paid \$4.15 per hour and \$4.70 for holidays.
  - C. Time spent on-call shall not count as time worked for purposes of group benefits including earned leave.
  - D. **Call-in:** Employees on-call who are “called in” to work shall be paid time and one-half their step wage plus applicable shift differential for all time actually worked, with a minimum of two hours plus on-call pay. There will be no pyramiding of additional call-backs within the two (2) hour minimum “call-in” period.
  - E. **Phone Response for Employees On-Call:** Employees who receive telephone calls at home are responsible for logging all telephone calls in which they give advice or answer questions for the benefit of the Hospital. Employees shall be compensated for all such telephone time at one and one-half times their step wage with no minimums; except for those calls occurring between the hours of 11:00 p.m. and 6:00 a.m. for which a .3 hour (18 minutes) minimum shall apply. All such telephone calls must be placed by a manager or by a co-worker who has obtained their manager’s approval to place the telephone call. Logs of such telephone calls must be approved by the manager and turned in at the end of every pay period.
  - F. **Phone Response for Employee Not On-Call:** Employees who receive telephone calls at home are responsible for logging all telephone calls in which they give advice or answer questions for the benefit of the Hospital. Employees shall be compensated for all such telephone time at step wage (unless overtime rules apply) with a minimum of .2 hours (12 minutes); except for those calls occurring

between the hours of 11:00 p.m. and 6:00 a.m. for which a .3 hours (18 minutes) minimum shall apply. All such telephone calls must be placed by a manager or by a co-worker who has obtained their manager's approval to place the telephone call. Logs of such telephone calls must be approved by the manager and turned in at the end of every pay period.

### **ARTICLE 35 • MISCELLANEOUS**

1. The Hospital will make tax sheltered annuities available as long as permissible by law and regulations. Deposits will be made every other week.
2. The Hospital will provide an Employee Assistance Program.
3. Regularly stocked Central Supply items are available for purchase by employees for their own use at a discounted rate of cost plus 10%.
4. The Hospital will provide meals in the cafeteria at a 20% discounted rate.
5. A complimentary Thanksgiving and Christmas meal will be provided for employees who work these holidays. Holiday meals are served during regular cafeteria hours.
6. Over-the-counter stocked Pharmacy items are available to employees at a discounted rate.
7. The Hospital also agrees to continue the following working conditions in the Hospital:
  - a. Use of lockers, to the extent available, at the employees' own risk. Lockers will be provided to staff who work in surgery;
  - b. Commercial grade Microwave oven.
8. The Hospital also agrees to provide a microwave oven in employee break rooms located in offsite clinics.
9. A discount for Hospital services shall be provided as follows:
  - c. Family Members: If the employee is married, the spouse is eligible for benefits. Children are eligible if they meet eligibility requirements of the group health insurance plan.
  - d. Eligibility: All employees upon completion of ninety (90) calendar days of employment. Employees who have lost eligibility due to lack of work will be eligible on the first day of the next month following the return to work.

## ARTICLE 36 • SUCCESSORSHIP

If the Hospital is to be sold, merged or transferred to another entity, the Hospital shall notify the Union about any negotiations that are ongoing and well in advance of any agreement before sale, merger or transfer of the Hospital. The Hospital shall also notify the other party involved in the merger, sale or transfer of the existence of this Agreement, and that Service Employees International Union, Local 49 is the sole bargaining agent of the employees covered by this Agreement. The parties will work within the labor law that is in effect at the time of the sale, merger or transfer.

## ARTICLE 37 • SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Affected provisions shall be renegotiated between the parties.

## ARTICLE 38 • WAGE RATES

**RATE OF PAY:** Wages are earned and paid by the hour. Wage rates for the job classifications covered by this Agreement are attached as Schedule A.

**RELIEF/INTERMITTENT DIFFERENTIAL:** Those employees working in a relief position will be paid an additional \$1.50 per hour differential. This additional pay is in lieu of benefits.

**WORK IN A HIGHER CLASSIFICATION:** An employee who temporarily or permanently performs work in a higher classification for at least sixteen (16) consecutive hours (e.g., vacation replacement, leave of absence replacement, etc.) will be paid at the entry level rate of the higher classification or \$0.60 per hour, whichever is greater.

**LEAD DIFFERENTIAL:** The need for performance of lead duties will be determined by administration. Employees assigned lead responsibilities shall receive a pay differential of \$1.75 per hour. Such duties typically include directing the work of other employees in a non-supervisory capacity.

**MEDICAL INTERPRETER DIFFERENTIAL:** Employees will receive a differential for being certified bilingual interpreters.

- Level 1 Interpreter = \$.50/hour differential (can only do patient interactions that do not include medical services, such as billing or scheduling)
- Level 2 Interpreter = \$1.00/hour differential (can interpret for services that include medical needs since they have a strong knowledge of medical terminology in both English and their second language)

Employees may not receive both Level 1 and 2 differentials at the same time or receive additional differentials for being able to interpret for more than one language. Employees must successfully complete a Hospital-sponsored bilingual test. Testing fees will be paid by the Hospital for a

maximum of two (2) tries. The Hospital will not pay for study time or testing time since it is not a requirement of a position. Certifications will be active for three (3) years.

**NATIONAL CERTIFICATION BONUS:** Professional and Support employees will receive a \$500 bonus upon obtaining a National Certification or Recertification which is recognized by the specialty organization and is applicable to their position, but not required by the position description. All certification bonuses are to be approved by the Manager.

**WORK IN A LOWER CLASSIFICATION:** Any employee regular assigned to a classification and then temporarily assigned to work in a lower paid classification shall be paid at the employee's step wage plus applicable differentials regular rate of pay for the shift worked. Any employee who is displaced to a lower paid position in connection with a layoff or reduction in force, or whose duties are reclassified into a lower paid position, shall be paid according to the wage rates established for the lower paid classification at the corresponding step closest to the rate of pay at which the employee was working prior to reassignment to the lower classification. If an employee is transferred voluntarily to a lower paid position, the employee will go to the tenure step on the new pay grade which is the same tenure step of the employee's former classification.

**WORK OUTSIDE OF BARGAINING UNIT:** An employee assigned by the Hospital to work outside the bargaining unit for at least forty (40) hours will be paid \$.60 per hour above their current step wage. An employee assuming interim management responsibilities during recruitment of a manager for at least 30 days will be paid \$2.00 per hour above their current step wage.

**STEP ADVANCEMENT:** Employees will be reviewed for step advancement on the anniversary date of the completion of each year of employment in their current classification. To be eligible for step advancement, an employee must have received a satisfactory performance review. If the employee has not received a satisfactory review, the employee will be eligible for step advancement on the pay period following satisfactory completion of the performance improvement plan. An employee is eligible to advance to step 20 when either he/she has been at step 15 for five years OR he/she has been on step 15 for one year and he/she has 20 or more years of service with the Hospital. An employee is eligible to advance to step 25 when either he/she has been at step 20 for five years OR he/she has been on step 20 for one year and he/she has 25 or more years of service with the Hospital.

A designation of "needs improvement" in a single category on the performance appraisal will not delay a step advancement. Rather, a step advancement will be delayed only if the employee is placed on a specific performance improvement plan based upon a performance appraisal which contained an overall rating of "needs improvement" and identified major job performance deficiencies. In situations where a step advancement may be delayed, the Hospital will provide thirty (30) days advance notice prior to the employee's anniversary date that unless there is an immediate improvement in the employee's job performance the step advancement may be delayed.

In the event of a step advancement delay, the Supervisor and employee will meet at the minimum of every pay period to review opportunities for improvement and evaluate completion of the improvement plan. The employee will be offered additional training and resources to assist with improvement.

**ARTICLE 39 • CONTRACT DURATION**

This Agreement will be effective from March 9, 2021 to March 31, 2024, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least ninety (90) days prior to any termination or modification date as of its desire to terminate or modify such Agreement.

FOR THE HOSPITAL  
COLUMBIA MEMORIAL HOSPITAL

FOR THE UNION  
SEIU LOCAL 49

\_\_\_\_\_  
Erik Thorsen, Chief Executive Officer

\_\_\_\_\_  
Meg Niemi, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michelle Wolfe, Food Services

\_\_\_\_\_  
Alexis Aiello, Rehabilitation

\_\_\_\_\_  
Lonn Martin, Surgery

\_\_\_\_\_  
Jennifer Scott, Med/Surg

\_\_\_\_\_  
Tiffanie Young, Respiratory Therapy

\_\_\_\_\_  
Ebony Price, Organizer

**LETTER OF AGREEMENT • INCLUSION OF NON-COVERED GROUPS**

When the Union obtains and presents to the Employer signed authorizations for representation from bona fide majority of employees in a job classification not covered by this article, the Employer agrees to recognize the Union as the exclusive bargaining agent, and further agrees to negotiate with the Union on their wage scale and on blanketing them into this Agreement, (if appropriate for inclusion in this bargaining unit according to National Labor Relations Board standards), provided, however, that the Union first obtains a majority of votes of the entire, non-covered, job classification in a Consent Election to be conducted by the National Labor Relations Board. The term “non-covered job classification” shall be defined as that category or unit that employs workers engaged in the same or similar work.

The Union and the Employer agree that the question of whether employees should be represented by the Union is one which employees should answer for themselves. Both parties agree to refrain from negative or disparaging campaigning.

FOR THE HOSPITAL

FOR THE UNION

\_\_\_\_\_  
Erik Thorsen, Chief Executive Officer

\_\_\_\_\_  
Meg Niemi, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF AGREEMENT • UNION RECOGNITION**

The Hospital agrees that should SEIU Local 49 merge, reorganize or consolidate with another SEIU Local (such as SEIU Local 1199 NW or Local 503) during the term of this contract, the Hospital will recognize the newly merged Local as if it were SEIU Local 49. with all of the rights, duties and responsibilities that it has with SEIU Local 49 just prior to the merger, reorganization or consolidation and to amend the name of the union on this collective bargaining agreement to reflect this change without modifying any other provisions of the contract, including but not limited to fully honoring employees' seniority and benefits earned with the Hospital under the current collective bargaining agreement.

FOR THE HOSPITAL

FOR THE UNION

\_\_\_\_\_  
Erik Thorsen, Chief Executive Officer

\_\_\_\_\_  
Meg Niemi, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SEIU SUPPORT WAGE SCALE

SEIU SUPPORT WAGE SCALE																	
Housekeeper, Laundry Aide, Food Service Worker																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 4																	
3/8/2020	13.28	13.67	14.10	14.53	14.98	15.43	15.87	16.37	16.83	17.34	17.87	18.41	18.97	19.54	20.11	20.72	21.34
5/2/2021	14.21	14.63	15.09	15.55	16.03	16.51	16.98	17.52	18.01	18.55	19.12	19.70	20.30	20.91	21.52	22.17	22.83
4/1/2022	14.64	15.07	15.54	16.02	16.51	17.01	17.49	18.05	18.55	19.11	19.69	20.29	20.91	21.54	22.17	22.84	23.51
4/1/2023	15.08	15.52	16.01	16.50	17.01	17.52	18.01	18.59	19.11	19.68	20.28	20.90	21.54	22.19	22.84	23.53	24.22
Cook, Ward Clerk, P.T. Aide, FSW/Diet Aide, HIM Specialist 1, Hospital Concierge																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 4.5																	
3/8/2020	13.67	14.10	14.53	14.98	15.43	15.87	16.37	16.83	17.34	17.87	18.41	18.97	19.54	20.11	20.72	21.34	21.97
5/2/2021	14.63	15.09	15.55	16.03	16.51	16.98	17.52	18.01	18.55	19.12	19.70	20.30	20.91	21.52	22.17	22.83	23.51
4/1/2022	15.07	15.54	16.02	16.51	17.01	17.49	18.05	18.55	19.11	19.69	20.29	20.91	21.54	22.17	22.84	23.51	24.22
4/1/2023	15.52	16.01	16.50	17.01	17.52	18.01	18.59	19.11	19.68	20.28	20.90	21.54	22.19	22.84	23.53	24.22	24.95
CNA, Processing Tech, Cashier, CS Clerk, Diet Aide, Courier, Pharmacy Clerk, Security Guard																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 5																	
3/8/2020	14.09	14.52	14.97	15.42	15.85	16.36	16.82	17.33	17.86	18.39	18.96	19.53	20.09	20.71	21.33	21.96	22.62
5/2/2021	15.08	15.54	16.02	16.50	16.96	17.51	18.00	18.54	19.11	19.68	20.29	20.90	21.50	22.16	22.82	23.50	24.20
4/1/2022	15.38	15.85	16.34	16.83	17.30	17.86	18.36	18.91	19.49	20.07	20.70	21.32	21.93	22.60	23.28	23.97	24.68
4/1/2023	15.69	16.17	16.67	17.17	17.65	18.22	18.73	19.29	19.88	20.47	21.11	21.75	22.37	23.05	23.75	24.45	25.17
Hospice Aide (CNA), PFS Resource, Hospice Resource, CNA/Ward Clerk, CNA2, Switchboard/Cashier																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 6																	
3/8/2020	15.30	15.77	16.23	16.73	17.24	17.75	18.28	18.84	19.41	19.99	20.57	21.20	21.83	22.50	23.16	23.87	24.56
5/2/2021	16.37	16.87	17.37	17.90	18.45	18.99	19.56	20.16	20.77	21.39	22.01	22.68	23.36	24.08	24.78	25.54	26.28
4/1/2022	16.70	17.21	17.72	18.26	18.82	19.37	19.95	20.56	21.19	21.82	22.45	23.13	23.83	24.56	25.28	26.05	26.81
4/1/2023	17.03	17.55	18.07	18.63	19.20	19.76	20.35	20.97	21.61	22.26	22.90	23.59	24.31	25.05	25.79	26.57	27.35
Patient Care Tech (PCT), CNA2/Ward Clerk																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 7																	
3/8/2020	15.56	16.04	16.50	16.99	17.51	18.04	18.58	19.12	19.68	20.31	20.90	21.52	22.18	22.84	23.54	24.25	24.98
5/2/2021	16.65	17.16	17.66	18.18	18.74	19.30	19.88	20.46	21.06	21.73	22.36	23.03	23.73	24.44	25.19	25.95	26.73
4/1/2022	16.98	17.50	18.01	18.54	19.11	19.69	20.28	20.87	21.48	22.16	22.81	23.49	24.20	24.93	25.69	26.47	27.26
4/1/2023	17.32	17.85	18.37	18.91	19.49	20.08	20.69	21.29	21.91	22.60	23.27	23.96	24.68	25.43	26.20	27.00	27.81
Department Secretary, Charge Capture Specialist, HIM Specialist 2, PCT/UCT																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 8																	
3/8/2020	16.18	16.68	17.17	17.69	18.22	18.76	19.35	19.91	20.49	21.12	21.76	22.40	23.07	23.78	24.48	25.21	25.98
5/2/2021	17.31	17.85	18.37	18.93	19.50	20.07	20.70	21.30	21.92	22.60	23.28	23.97	24.68	25.44	26.19	26.97	27.80
4/1/2022	17.66	18.21	18.74	19.31	19.89	20.47	21.11	21.73	22.36	23.05	23.75	24.45	25.17	25.95	26.71	27.51	28.36
4/1/2023	18.01	18.57	19.11	19.70	20.29	20.88	21.53	22.16	22.81	23.51	24.23	24.94	25.67	26.47	27.24	28.06	28.93
Office Assistant, Lab Aide, Urgent Care Tech (UCT), Surgical Support Tech, Marketing Assistant, Telemetry Tech, Cash Posting Clerk, ED Tech, Customer Care Rep (CCR), Imaging Support Staff, Registration Clerk																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 9																	
3/8/2020	16.82	17.33	17.86	18.39	18.96	19.53	20.09	20.71	21.33	21.96	22.62	23.32	24.00	24.72	25.49	26.24	27.00
5/2/2021	18.00	18.54	19.11	19.68	20.29	20.90	21.50	22.16	22.82	23.50	24.20	24.95	25.68	26.45	27.27	28.08	28.89
4/1/2022	18.36	18.91	19.49	20.07	20.70	21.32	21.93	22.60	23.28	23.97	24.68	25.45	26.19	26.98	27.82	28.64	29.47
4/1/2023	18.73	19.29	19.88	20.47	21.11	21.75	22.37	23.05	23.75	24.45	25.17	25.96	26.71	27.52	28.38	29.21	30.06

Financial Counselor, PFS Rep, Prior Auth Rep, Patient Referral Rep, Customer Care Rep II (CCR II), Registration Clerk II, Imaging Support Staff II																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25	
Grade 10																		
3/8/2020	17.51	18.04	18.58	19.12	19.68	20.31	20.90	21.52	22.18	22.84	23.54	24.25	24.97	25.72	26.48	27.28	28.09	
5/2/2021	18.74	19.30	19.88	20.46	21.06	21.73	22.36	23.03	23.73	24.44	25.19	25.95	26.72	27.52	28.33	29.19	30.06	
4/1/2022	19.11	19.69	20.28	20.87	21.48	22.16	22.81	23.49	24.20	24.93	25.69	26.47	27.25	28.07	28.90	29.77	30.66	
4/1/2023	19.49	20.08	20.69	21.29	21.91	22.60	23.27	23.96	24.68	25.43	26.20	27.00	27.80	28.63	29.48	30.37	31.27	
Pharmacy Tech, Medical Assistant I																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25	
Grade 10a																		
3/8/2020	17.81	18.34	18.91	19.46	20.04	20.65	21.28	21.91	22.57	23.24	23.93	24.64	25.39	26.16	26.93	27.77	28.59	
5/2/2021	19.06	19.62	20.23	20.82	21.44	22.10	22.77	23.44	24.15	24.87	25.61	26.36	27.17	27.99	28.82	29.71	30.59	
4/1/2022	19.44	20.01	20.63	21.24	21.87	22.54	23.23	23.91	24.63	25.37	26.12	26.89	27.71	28.55	29.40	30.30	31.20	
4/1/2023	19.83	20.41	21.04	21.66	22.31	22.99	23.69	24.39	25.12	25.88	26.64	27.43	28.26	29.12	29.99	30.91	31.82	
I.T. Technician, Surgery Scheduler, HIM Specialist 3, LXMO/MA, Medical Assistant II, Customer Care Rep III (CCR III), Registration Clerk III, Imaging Support Staff III																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25	
Grade 11																		
3/8/2020	18.97	19.54	20.11	20.72	21.34	21.97	22.63	23.33	24.01	24.73	25.50	26.26	27.01	27.86	28.68	29.58	30.42	
5/2/2021	20.30	20.91	21.52	22.17	22.83	23.51	24.21	24.96	25.69	26.46	27.29	28.10	28.90	29.81	30.69	31.65	32.55	
4/1/2022	20.71	21.33	21.95	22.61	23.29	23.98	24.69	25.46	26.20	26.99	27.84	28.66	29.48	30.41	31.30	32.28	33.20	
4/1/2023	21.12	21.76	22.39	23.06	23.76	24.46	25.18	25.97	26.72	27.53	28.40	29.23	30.07	31.02	31.93	32.93	33.86	
Healthcare Facilities Engineer I, Accounting Clerk, Buyer, Medical Assistant III																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25	
Grade 12																		
3/8/2020	19.66	20.28	20.88	21.50	22.15	22.82	23.50	24.22	24.95	25.70	26.45	27.26	28.06	28.93	29.76	30.69	31.57	
5/2/2021	21.04	21.70	22.34	23.01	23.70	24.42	25.15	25.92	26.70	27.50	28.30	29.17	30.02	30.96	31.84	32.84	33.78	
4/1/2022	21.46	22.13	22.79	23.47	24.17	24.91	25.65	26.44	27.23	28.05	28.87	29.75	30.62	31.58	32.48	33.50	34.46	
4/1/2023	21.89	22.57	23.25	23.94	24.65	25.41	26.16	26.97	27.77	28.61	29.45	30.35	31.23	32.21	33.13	34.17	35.15	
Buyer II, Credentialing Specialist, Financial Services Navigator																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25	
Grade 13																		
3/8/2020	20.66	21.29	21.93	22.59	23.28	23.97	24.69	25.44	26.19	26.96	27.80	28.63	29.51	30.37	31.30	32.24	33.21	
5/2/2021	22.11	22.78	23.47	24.17	24.91	25.65	26.42	27.22	28.02	28.85	29.75	30.63	31.58	32.50	33.49	34.50	35.53	
4/1/2022	22.55	23.24	23.94	24.65	25.41	26.16	26.95	27.76	28.58	29.43	30.35	31.24	32.21	33.15	34.16	35.19	36.24	
4/1/2023	23.00	23.70	24.42	25.14	25.92	26.68	27.49	28.32	29.15	30.02	30.96	31.86	32.85	33.81	34.84	35.89	36.96	
Desktop Support Technician, Healthcare Facilities Engineer II, Buyer III																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25	
Grade 14																		
3/8/2020	22.76	23.42	24.11	24.86	25.58	26.37	27.18	27.98	28.78	29.68	30.56	31.46	32.43	33.37	34.39	35.44	36.49	
5/2/2021	24.35	25.06	25.80	26.60	27.37	28.22	29.08	29.94	30.79	31.76	32.70	33.66	34.70	35.71	36.80	37.92	39.04	
4/1/2022	24.84	25.56	26.32	27.13	27.92	28.78	29.66	30.54	31.41	32.40	33.35	34.33	35.39	36.42	37.54	38.68	39.82	
4/1/2023	25.34	26.07	26.85	27.67	28.48	29.36	30.25	31.15	32.04	33.05	34.02	35.02	36.10	37.15	38.29	39.45	40.62	

Accountant	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 15	23.71	24.66	25.15	25.91	26.71	27.48	28.32	29.16	30.07	30.93	31.88	32.83	33.80	34.83	35.87	36.94	38.05
	25.37	26.39	26.91	27.72	28.58	29.40	30.30	31.20	32.17	33.10	34.11	35.13	36.17	37.27	38.38	39.53	40.71
	25.88	26.92	27.45	28.27	29.15	29.99	30.91	31.82	32.81	33.76	34.79	35.83	36.89	38.02	39.15	40.32	41.52
	26.40	27.46	28.00	28.84	29.73	30.59	31.53	32.46	33.47	34.44	35.49	36.55	37.63	38.78	39.93	41.13	42.35
Ice Specialist	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 16	26.97	27.81	28.64	29.52	30.38	31.31	32.25	33.22	34.22	35.24	36.30	37.38	38.52	39.66	40.87	42.10	43.34
	28.86	29.76	30.64	31.59	32.51	33.50	34.51	35.55	36.62	37.71	38.84	40.00	41.22	42.44	43.73	45.05	46.37
	29.44	30.36	31.25	32.22	33.16	34.17	35.20	36.26	37.35	38.46	39.62	40.80	42.04	43.29	44.60	45.95	47.30
	30.03	30.97	31.88	32.86	33.82	34.85	35.90	36.99	38.10	39.23	40.41	41.62	42.88	44.16	45.49	46.87	48.25
nistrator	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
Grade 17	30.30	31.25	32.17	33.17	34.14	35.18	36.24	37.33	38.45	39.60	40.78	42.00	43.28	44.56	45.92	47.30	48.69
	30.91	31.87	32.82	33.83	34.82	35.88	36.96	38.07	39.22	40.39	41.60	42.84	44.15	45.45	46.83	48.25	49.66
	31.53	32.51	33.48	34.51	35.52	36.60	37.70	38.83	40.00	41.20	42.43	43.70	45.03	46.36	47.77	49.22	50.65
2021 COLA	7.0%	3% for grades 4 & 4.5															
2022 COLA	2.0%	3% for grades 4 & 4.5															
2023 COLA	2.0%	3% for grades 4 & 4.5															

SEIU PROFESSIONAL WAGE SCALE

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
LPN I																		
	Grade 1																	
	3/8/2020	20.84	21.46	22.10	22.77	23.43	24.14	24.88	25.62	26.39	27.20	28.00	28.81	29.70	30.59	31.49	32.45	33.41
	5/2/2021	21.67	22.32	22.98	23.68	24.37	25.11	25.88	26.64	27.45	28.29	29.12	29.96	30.89	31.81	32.75	33.75	34.75
	4/1/2022	22.10	22.77	23.44	24.15	24.86	25.61	26.40	27.17	28.00	28.86	29.70	30.56	31.51	32.45	33.41	34.43	35.45
	4/1/2023	22.54	23.23	23.91	24.63	25.36	26.12	26.93	27.71	28.56	29.44	30.29	31.17	32.14	33.10	34.08	35.12	36.16
LPN II, Surgical Tech																		
	Grade 2																	
	3/8/2020	23.93	24.64	25.39	26.16	26.93	27.77	28.60	29.45	30.32	31.25	32.18	33.15	34.13	35.15	36.21	37.30	38.43
	5/2/2021	24.89	25.63	26.41	27.21	28.01	28.88	29.74	30.63	31.53	32.50	33.47	34.48	35.50	36.56	37.66	38.79	39.97
	4/1/2022	25.39	26.14	26.94	27.75	28.57	29.46	30.33	31.24	32.16	33.15	34.14	35.17	36.21	37.29	38.41	39.57	40.77
	4/1/2023	25.90	26.66	27.48	28.31	29.14	30.05	30.94	31.86	32.80	33.81	34.82	35.87	36.93	38.04	39.18	40.36	41.59
COTA, Physical Therapist Assistant (PTA), Social Worker (BSW), Exercise Physiologist (BS), Massage Therapist																		
	Grade 4																	
	3/8/2020	25.45	26.20	26.97	27.81	28.64	29.52	30.38	31.31	32.25	33.22	34.22	35.24	36.30	37.38	38.52	39.66	40.87
	5/2/2021	26.47	27.25	28.05	28.92	29.79	30.70	31.60	32.56	33.54	34.55	35.59	36.65	37.75	38.88	40.06	41.25	42.50
	4/1/2022	27.00	27.80	28.61	29.50	30.39	31.31	32.23	33.21	34.21	35.24	36.30	37.38	38.51	39.66	40.86	42.08	43.35
	4/1/2023	27.54	28.36	29.18	30.09	31.00	31.94	32.87	33.87	34.89	35.94	37.03	38.13	39.28	40.45	41.68	42.92	44.22
MLT, Respiratory Therapist																		
	Grade 4.5																	
	3/8/2020	26.77	27.55	28.39	29.23	30.13	30.99	31.93	32.89	33.90	34.93	35.97	37.05	38.15	39.28	40.47	41.68	42.93
	5/2/2021	27.84	28.65	29.53	30.40	31.34	32.23	33.21	34.21	35.26	36.33	37.41	38.53	39.68	40.85	42.09	43.35	44.65
	4/1/2022	28.40	29.22	30.12	31.01	31.97	32.87	33.87	34.89	35.97	37.06	38.16	39.30	40.47	41.67	42.93	44.22	45.54
	4/1/2023	28.97	29.80	30.72	31.63	32.61	33.53	34.55	35.59	36.69	37.80	38.92	40.09	41.28	42.50	43.79	45.10	46.45
Ancillary/Clinical Analyst, Radiology Tech, Respiratory Therapist - Registered																		
	Grade 5																	
	3/8/2020	28.08	28.95	29.78	30.70	31.59	32.54	33.53	34.52	35.55	36.63	37.71	38.87	40.02	41.21	42.45	43.74	45.03
	5/2/2021	29.20	30.11	30.97	31.93	32.85	33.84	34.87	35.90	36.97	38.10	39.22	40.42	41.62	42.86	44.15	45.49	46.83
	4/1/2022	29.78	30.71	31.59	32.57	33.51	34.52	35.57	36.62	37.71	38.86	40.00	41.23	42.45	43.72	45.03	46.40	47.77
	4/1/2023	30.38	31.32	32.22	33.22	34.18	35.21	36.28	37.35	38.46	39.64	40.80	42.05	43.30	44.59	45.93	47.33	48.73
Medical Technologist																		
	Grade 6																	
	3/8/2020	28.64	29.52	30.38	31.31	32.25	33.22	34.22	35.24	36.30	37.38	38.52	39.66	40.87	42.10	43.34	44.66	45.97
	5/2/2021	29.79	30.70	31.60	32.56	33.54	34.55	35.59	36.65	37.75	38.88	40.06	41.25	42.50	43.78	45.07	46.45	47.81
	4/1/2022	30.39	31.31	32.23	33.21	34.21	35.24	36.30	37.38	38.51	39.66	40.86	42.08	43.35	44.66	45.97	47.38	48.77
	4/1/2023	31.00	31.94	32.87	33.87	34.89	35.94	37.03	38.13	39.28	40.45	41.68	42.92	44.22	45.55	46.89	48.33	49.75
Social Worker (MSW), Exercise Physiologist (MS), Diabetes Coordinator, Certified Athletic Trainer, Clinical Dietician, Advanced Rad Tech I, Nuclear Med Tech																		
	Grade 6.5																	
	3/8/2020	30.10	30.95	31.90	32.86	33.82	34.86	35.90	36.96	38.08	39.23	40.42	41.61	42.87	44.15	45.49	46.86	48.26
	5/2/2021	31.30	32.19	33.18	34.17	35.17	36.25	37.34	38.44	39.60	40.80	42.04	43.27	44.58	45.92	47.31	48.73	50.19
	4/1/2022	31.93	32.83	33.84	34.85	35.87	36.98	38.09	39.21	40.39	41.62	42.88	44.14	45.47	46.84	48.26	49.70	51.19
	4/1/2023	32.57	33.49	34.52	35.55	36.59	37.72	38.85	39.99	41.20	42.45	43.74	45.02	46.38	47.78	49.23	50.69	52.21

Advanced Rad Tech II		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
	Grade 6.75																	
3/8/2020		33.18	34.21	35.21	36.30	37.38	38.51	39.65	40.84	42.06	43.33	44.64	45.96	47.35	48.77	50.24	51.75	53.29
5/2/2021		34.51	35.58	36.62	37.75	38.88	40.05	41.24	42.47	43.74	45.06	46.43	47.80	49.24	50.72	52.25	53.82	55.42
4/1/2022		35.20	36.29	37.35	38.51	39.66	40.85	42.06	43.32	44.61	45.96	47.36	48.76	50.22	51.73	53.30	54.90	56.53
4/1/2023		35.90	37.02	38.10	39.28	40.45	41.67	42.90	44.19	45.50	46.88	48.31	49.74	51.22	52.76	54.37	56.00	57.66
Physical Therapist, Occupational Therapist, Speech/Language Pathologist, Cardiovascular Sonographer, MRI Tech, Radiation Therapist, Ultrasound Tech																		
	Grade 7																	
3/8/2020		34.88	35.92	37.02	38.12	39.26	40.45	41.65	42.90	44.20	45.52	46.89	48.30	49.74	51.24	52.77	54.36	55.99
5/2/2021		36.28	37.36	38.50	39.64	40.83	42.07	43.32	44.62	45.97	47.34	48.77	50.23	51.73	53.29	54.88	56.53	58.23
4/1/2022		37.01	38.11	39.27	40.43	41.65	42.91	44.19	45.51	46.89	48.29	49.75	51.23	52.76	54.36	55.98	57.66	59.39
4/1/2023		37.75	38.87	40.06	41.24	42.48	43.77	45.07	46.42	47.83	49.26	50.75	52.25	53.82	55.45	57.10	58.81	60.58
Pharmacist																		
	Grade 8																	
3/8/2020		49.77	51.27	52.79	54.39	56.01	57.70	59.43	61.19	63.04	64.93	66.88	68.90	70.95	73.08	75.27	77.55	79.87
5/2/2021		51.76	53.32	54.90	56.57	58.25	60.01	61.81	63.64	65.56	67.53	69.56	71.66	73.79	76.00	78.28	80.65	83.06
4/1/2022		52.80	54.39	56.00	57.70	59.42	61.21	63.05	64.91	66.87	68.88	70.95	73.09	75.27	77.52	79.85	82.26	84.72
4/1/2023		53.86	55.48	57.12	58.85	60.61	62.43	64.31	66.21	68.21	70.26	72.37	74.55	76.78	79.07	81.45	83.91	86.41
Notes:	2021 COLA	4.0%																
	2022 COLA	2.0%																
	2023 COLA	2.0%																

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